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CHULA VISTA BAYFRONT MASTER PLAN

SETTLEMENT AGREEMENT

This Chula Vista Bayfront Master Plan Settlement Agreement ("this Agreement") is entered into as of this fourth day of May, 2010, by and among the BAYFRONT COALITION member organizations named below (collectively "Coalition"), the SAN DIEGO UNIFIED PORT DISTRICT, a public body corporate and politic ("District"), the CITY OF CHULA VISTA, a municipal corporation ("City"), and the REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA, a redevelopment agency pursuant to the Community Redevelopment Law, Health and Safety Code section 33000, et seq. ("RDA"), in light of the following facts and circumstances:

RECITALS

A. District has proposed an amendment to the Port Master Plan to provide a master plan for redevelopment of the Chula Vista Bayfront, which consists of approximately 556 acres of land and water located on the southeastern edge of San Diego Bay in the City of Chula Vista. In conjunction with the District's amendment to the Port Master Plan, the City is amending its General Plan, Mid-Bayfront Specific Plan and Local Coastal Plan, which will include implementation of future coastal development permits, tentative maps and final maps (collectively, the "City's Amendments"). The description contained in Chapter 3, including the Alternate L-Ditch Remediation Alternative contained in Section 5.7, of the DEIR (defined below), the proposed amendment to the Port Master Plan, the City's Amendments, and the infrastructure and development projects proposed therein, will be referred to in this Agreement as the "Proposed Project"; and

B. District, as the lead agency, has prepared a draft environmental impact report for the Proposed Project in compliance with the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000, et seq., and its implementing guidelines, California Code of Regulations, title 14, section 15000, et seq. ("CEQA Guidelines"), which is known as the *Draft Revised Environmental Impact Report (EIR) for the Chula Vista Bayfront Master Plan (UPD # 83356-EIR-658; SCH # 2005081077)* and which will be referred to in this Agreement as the "DEIR"; and

C. The District duly circulated the DEIR for public review and comment, received comments on the DEIR from public agencies, individuals and organizations, and is preparing responses to the public comments received which will be included in the final environmental impact report ("FEIR") prepared for the Proposed Project; and

D. District, as the lead agency under CEQA, in its sole and absolute discretion, may certify or not certify the FEIR and may approve or not approve the Proposed Project or may select any alternative, including the alternative of not going forward with the Proposed Project, or adopt any mitigation measure or condition which it determines is necessary and appropriate to reduce or avoid any potential environmental impact of the Proposed Project or to comply with any applicable law or regulation; and

E. All or parts of the Proposed Project and the FEIR require the approval of other public agencies, including without limitation the California Coastal Commission ("CCC"), the State Lands

Commission, the City, the RDA, and other federal and state regulatory agencies with jurisdiction over natural resources which may be affected by the Proposed Project (“Resource Agencies”); and

F. Coalition is composed of the Environmental Health Coalition, San Diego Audubon Society, San Diego Coastkeeper, Coastal Environmental Rights Foundation, Southwest Wetlands Interpretative Association, Surfrider Foundation, San Diego Chapter and Empower San Diego, which are committed to ensuring that the Proposed Project and its component parts are implemented in a manner that provides community benefits including, but not limited to preservation and protection of natural resources and the environment, job quality and housing; and

G. In order to resolve any potential legal action, litigation or other action challenging the Project, the District, the City and the RDA wish to obtain the Coalition’s support for approval of the Proposed Project and the Coalition wishes to obtain additional measures for protection of the environment above and beyond those required by CEQA and any other federal, state and local laws and regulations applicable to the Proposed Project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein as though set forth in full.

2. **DEFINITIONS.** Unless the context otherwise indicates, whenever used in this Agreement, the following terms will have the meanings ascribed to them below:

2.1 “Adaptive Management Review” will mean review of the adopted NRMP and its achievement of Management Objectives with the goal of adjusting implementation measures to enhance achievement of the Management Objectives.

2.2 “BCDC” will have the meaning set forth in Section 13.1.

2.3 “Baseline” will have the meaning set forth in Section 15.2.2.

2.4 “CCC” will have the meaning set forth in Recital E.

2.5 “CEQA” will have the meaning set forth in Recital B.

2.6 “Coalition” will have the meaning set forth in the Introduction.

2.7 “DEIR” will have the meaning set forth in Recital B.

2.8 “Development” will have the meaning set forth in Section 15.1.

2.9 “Development Commencement” will mean the commencement of mass grading for any infrastructure or site development contemplated by the Proposed Project but specifically excluding construction of H Street or the grading of Parcels HP-5, H-13, H-14 and H-15.

2.10 “Disputing Party” will have the meaning set forth in Section 11.1.1

- 2.11 "District" will have the meaning set forth in the Introduction.
- 4.4.1.1. 2.12 "District Enforcement Personnel" will have the meaning set forth in Section 4.4.1.1.
- 15.2.1. 2.13 "Energy Efficiency Requirement" will have the meaning set forth in Section 15.2.1.
- 2.14 "FEIR" will have the meaning set forth in Recital C.
- 2.15 "Findings" will mean the written findings as defined in Section 15091 of the CEQA Guidelines, adopted by District as the lead agency for the FEIR and by City or RDA as responsible agencies for the FEIR.
- 2.16 "JPA" will have the meaning set forth in Section 3.4.
- 2.17 "LEED Path" will have the meaning set forth in Section 15.2.2.
- 2.18 "MA II Notice" will have the meaning set forth in Section 12.2.2.
- 2.19 "MA Notice" will have the meaning set forth in Section 11.1.3.
- 2.20 "M&V Plan" will have the meaning set forth in Section 15.2.2.4.
- 2.21 "Management Objections" will have the meaning set forth in Section 4.1.
- 2.22 "Managing Agency" will have the meaning set forth in Section 11.1.2.
- 2.23 "MMRP" will have the meaning set forth in Section 4.4.6.1.
- 2.24 "No-Touch Buffer Areas" will have the meaning set forth in Section 4.1.3.
- 2.25 "Notice of Dispute" will have the meaning set forth in Section 11.1.1.
- 2.26 "NRMP" will have the meaning set forth in Section 3.
- 2.27 "NRMP Amendment" will have the meaning set forth in Section 3.3.
- 2.28 "Opposition Statements" will have the meaning set forth in Section 11.1.2.1.
- 2.29 "Passive" will have the meaning set forth in Section 6.1.
- 2.30 "Periodic Review" will have the meaning set forth in Section 3.3.
- 2.31 "PMP" will have the meaning set forth in Section 9.2.
- 2.32 "PMPA Cap" will have the meaning set forth in Section 9.2.
- 2.33 "Position Statement" will have the meaning set forth in Section 12.2.

2.34 "Predators" will have the meaning set forth in Section 4.1.3.

2.35 "Proposed Project" will have the meaning set forth in Recital A.

2.36 "PWC" will mean a motorboat less than sixteen feet in length which uses an inboard motor powering a jet pump as its primary motive power and which is designed to be operated by a person sitting, standing, or kneeling on, rather than in the conventional manner of sitting or standing inside the vessel.

2.37 "RDA" will have the meaning set forth in the Introduction.

2.38 "Renewable Energy" will have the meaning set forth in Section 15.2.2.1.

2.39 "Renewable Energy Site" will have the meaning set forth in Section 15.2.2.2.

2.40 "Resource Agencies" will have the meaning set forth in Recital E.

2.41 "RFP" will have the meaning set forth in Section 13.3.

2.42 "RFQ" will have the meaning set forth in Section 13.3.

2.43 "Title 24" will have the meaning set forth in Section 15.2.1.

2.44 "Title 24 Path" will have the meaning set forth in Section 15.2.2.

2.45 "Transition Buffer Areas" will have the meaning set forth in Section 4.1.4.

2.46 "Wildlife Advisory Group" will have the meaning set forth in Section 10.1.

2.47 "Wildlife Habitat Areas" will have the meaning set forth in Section 3.1.

3. **NATURAL RESOURCES MANAGEMENT PLAN.** In recognition of the sensitivity of the natural resources and the importance of protection, restoration, management and enforcement in protecting those resources, the District, City and RDA will cause to be prepared a Natural Resources Management Plan ("NRMP") in accordance with this section. The NRMP will be designed to achieve the Management Objectives (defined below) for the Wildlife Habitat Areas (defined below). The NRMP will be an adaptive management plan, reviewed and amended as necessary by the District and City in compliance with the process described in Section 3.3 of this Agreement.

3.1 **WILDLIFE HABITAT AREAS DEFINED.** "Wildlife Habitat Areas" are defined as:

3.1.1 All National Wildlife refuge lands, currently designated and designated in the future, in the South San Diego Bay and Sweetwater Marsh National Wildlife Refuge Units. Anything in this Agreement to the contrary notwithstanding, National Wildlife Refuge lands are included in the definition of Wildlife Habitat Areas for the sole purpose of addressing adjacency impacts and not for the purpose of imposing affirmative resource management obligations with respect to the areas within the National Wildlife Refuge lands.

3.1.2 All District designated lands and open water areas in the Conservation Land Use Designations of Wetlands, Estuary, and Habitat Replacement as depicted in the Draft Precise Plan for Planning District 7.

3.1.3 Parcels 1g and 2a from the City's Bayfront Specific Plan.

3.1.4 No-Touch Buffer Areas as depicted on attached Exhibit 2.

3.1.5 The Wildlife Habitat Areas are depicted on attached Exhibit 1.

3.2 NRMP MANAGEMENT OBJECTIVES FOR WILDLIFE HABITAT AREAS. Taking into consideration the potential changes in functionality of Wildlife Habitat Areas due to rising sea levels, the NRMP will promote, at a minimum, the following objectives ("Management Objectives") for the Wildlife Habitat Areas:

3.2.1 Long term protection, conservation, monitoring, and enhancement of:

3.2.1.1 Wetland habitat, with regard to gross acreage as well as ecosystem structure, function, and value.

3.2.1.2 Coastal sage and coastal strand vegetation.

3.2.1.3 Upland natural resources for their inherent ecological values, as well as their roles as buffers to more sensitive adjacent wetlands. Upland areas in the Sweetwater and Otay Districts will be adaptively managed to provide additional habitat or protection to create appropriate transitional habitat during periods of high tide and taking into account future sea level rise.

3.2.2 Preservation of the biological function of all Bayfront habitats serving as avifauna for breeding, wintering, and migratory rest stop uses.

3.2.3 Protection of nesting, foraging, and rafting wildlife from disturbance.

3.2.4 Avoidance of actions within the Proposed Project area that would adversely impact or degrade of water quality in San Diego Bay or watershed areas or impair efforts of other entities for protection of the watershed.

3.2.5 Maintenance and improvement of water quality where possible and coordination with other entities charged with watershed protection activities.

3.3 CREATION, PERIODIC REVIEW AND AMENDMENT OF THE NRMP. The NRMP will be a natural resource adaptive management and monitoring plan initially prepared in consultation with the Wildlife Advisory Group, defined in Section 10.1, and reviewed and amended in further consultation with the Wildlife Advisory Group one year following adoption of the NRMP and annually thereafter for the first five years after adoption, after which it will be reviewed and amended as necessary every other year for the next six (6) years, then once every five (5) years thereafter, each in accordance with Section 10.5. If the RCC is not pursued in the first five (5) years after certification of the FEIR, this schedule will be amended to ensure that the NRMP is

evaluated every year for five years after the development of the RCC. The periodic review of the NRMP described in the preceding sentences is hereinafter called "Periodic Review." A material revision of the NRMP is hereinafter called an "NRMP Amendment." Nothing in the foregoing schedule requirements will be interpreted to preclude a speedy response or revision to the NRMP if necessary to abate an emergency condition or to accommodate relevant new information consistent with the Management Objectives. Any permanent changes to the NRMP will be subject to Section 10.5. Preparation of the NRMP will begin within six months of the filing of the Notice of Determination for the FEIR by District and will be completed prior to the earlier of: (a) Development Commencement; (b) issuance of a Certificate of Occupancy for the Pacifica project; or (c) three years. Periodic Review will address, among other things, monitoring of impacts of development as it occurs and monitoring the efficacy of water quality improvement projects (if applicable) and management and restoration actions needed for resource protection, resource threats, management (i.e., sea-level rise, trash, window bird strikes, lighting impacts, bird flushing, water quality, fireworks, human-wildlife interface, education and interpretation programs, public access, involvement, and use plan, management of the human-wildlife interface, wildlife issues related to facilities, trails, roads, overlooks planning, and watershed coordination) and other issues affecting achievement of Management Objectives and related to Adaptive Management Review.

3.3.1 District and City will cause the preparation, consideration negotiation and approval of the NRMP including, staff and administrative oversight and engagement of such consultants as are reasonable and necessary for their completion, approval and amendment in accordance with this Agreement.

3.3.2 District and City will each provide a written notice of adoption ("Notice of Adoption") to other parties to this Agreement upon their respective approval of the NRMP.

3.4 SPECIFIC PROVISIONS REGARDING PERSONNEL AND FUNDING. Funding for the implementation of the NRMP will be provided by the District, City and RDA. To meet these obligations, the District, City and RDA will commit revenues or otherwise provide funding to a joint powers authority ("JPA") formed pursuant to the California Marks-Roos Act, Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code. District, City and RDA will ensure the JPA is specifically charged to treat the financial requirements of this Agreement as priority expenditures that must be assured as project-related revenues are identified and impacts initiated. The District, City and RDA expressly acknowledge the funding commitments contemplated herein will include, but not be limited to, funding for personnel and overhead or contractor(s)/consultant(s) to implement and ensure the following functions and activities:

3.4.1 On-site management and enforcement for parks and Wildlife Habitat Areas as necessary to enforce restrictions on human and Predator access regarding Wildlife Habitat Areas;

3.4.2 Enforcement of mitigation measures including, but not limited to, trash collection, noise restrictions, removal of invasive plants, habitat restoration, and park use restrictions;

3.4.3 Coordination, development, implementation and evaluation of effectiveness of education and mitigation programs, including implementation of NRMP;

3.4.4 Evaluation of effectiveness of bird strike mitigation and design measures;

3.4.5 Water quality protections; and

3.4.6 Coordination of injured animal rehabilitation activities.

3.5 **PACIFICA INITIAL SALE UNIT CONTRIBUTION.** Pacifica Initial Sale Unit Contribution Funds shall be directed to the JPA and placed into a Community Benefits Fund that will be non-wasting, with interest revenues committed to the specific broad categories of: Natural Resources; Affordable Housing; Sustainability/Livability; and Community Impacts and Culture. The Community Benefits Fund revenues shall be spent within the Project Area and Western Chula Vista as further described in Section 10.6, subject to applicable law.

4. **IMPLEMENTATION OF NRMP.** The following Management Objectives and minimum performance standards shall guide the preparation of the NRMP.

4.1 **MANAGEMENT OBJECTIVES.** In addition to Section 3.2, the NRMP will achieve the following Management Objectives:

4.1.1 Ensure the Port, City and RDA are not required to expend funds for NRMP implementation until project-related revenues are identified in accordance with Section 3.4 and impacts initiated.

4.1.2 Require coordination with the Resource Agencies of the District's, City's and Resource Agencies' respective obligations with respect to the Buffer Areas and Wildlife Habitat Areas.

4.1.3 Designate "No-Touch Buffer Areas" as that term is defined in the Project description of the FEIR and as depicted in Exhibit 2. Such areas will contain fencing designed specifically to limit the movement of domesticated, feral, and nuisance predators (e.g. dogs, cats, skunks, opossums and other small terrestrial animals [collectively, "Predators"]) and humans between developed park and No-Touch Buffer Areas and Wildlife Habitat Areas. The fence will be a minimum 6-foot high, black vinyl chain link fence or other suitable barrier (built to the specifications described in the FEIR). Fence design may include appropriate locked access points for maintenance and other necessary functions. Installation of the fence will include land contouring to minimize visual impacts of the fence. The installation of such fencing in the Sweetwater and Harbor Districts must be completed prior to the issuance of Certificates of Occupancy for development projects on either Parcel H-3 or H-23 and in conjunction with development or road improvements in the Sweetwater District with the exception of Parcel S-4 which will retain the existing fencing until that parcel is redeveloped and the fencing of the No-Touch Buffer installed.

4.1.4 Prohibit active recreation, construction of any road (whether paved or not), within No-Touch Buffer Areas, "Transition Buffer Areas" and "Limited Use Buffer Areas" as

those terms are defined in the Project description of the FEIR and as depicted in Exhibit 2, with the exception of existing or necessary access points for required maintenance.

4.1.5 Protect the No-Touch Buffer Areas from the impacts of the Proposed Project including, without limitation, fencing necessary to protect the Sweetwater Marsh and the Sweetwater parcel tidal flats, the J Street Marsh next to the SDB Refuge and the north side of Parcel H-3.

4.1.6 Include additional controls and strategies restricting movement of humans and Predators into sensitive areas beyond the boundaries of the designated Buffer Areas.

4.1.7 Require the Recreational Vehicle Park to install fencing or other barriers sufficient to prevent passage of Predators and humans into sensitive adjacent habitat.

4.1.8 Require all dogs to be leashed in all areas of the Proposed Project at all times except in any designated and controlled off-leash areas.

4.1.9 Impose and enforce restrictions on all residential development to keep cats and dogs indoors or on leashes at all times. Residential developments will be required to provide education to owners and/or renters regarding the rules and restrictions regarding the keeping of pets.

4.2 **WALKWAY AND PATH DESIGN.** Detail conditions and controls applicable to the walkways, paths, and overlooks near Wildlife Habitat Areas and outside of the No-Touch Buffer Areas in accordance with the following:

4.2.1 Alignment, design, and general construction plans of walkways and overlooks will be developed to minimize potential impacts to Wildlife Habitat Areas.

4.2.2 Path routes will be sited with appropriate setbacks from Wildlife Habitat Areas.

4.2.3 Paths running parallel to shore or marsh areas that will cause or contribute to bird flushing will be minimized throughout the Proposed Project.

4.2.4 Walkways and overlooks will be designed to minimize and eliminate, where possible, perching opportunities for raptors and shelter for skunks, opossums or other Predators.

4.2.5 Walkways and overlooks that approach sensitive areas must be blinded, raised, or otherwise screened so that birds are not flushed or frightened. In general, walkway and overlook designs will minimize visual impacts on the Wildlife Habitat Areas of people on the walkways.

4.3 **PREDATOR MANAGEMENT.** The NRMP will include provisions designed to manage Predator impacts on Wildlife Habitat Areas which will include and comply with the following:

4.3.1 Year-round Predator management will be implemented for the life of the Proposed Project with clearly delineated roles and responsibilities for the District, City and Resource Agencies. The primary objective of such provisions will be to adequately protect terns, rails, plovers, shorebirds, over-wintering species, and other species of high management priority as determined by the Resource Agencies.

4.3.2 Predator management will include regular foot patrols and utilize tracking techniques to find and remove domestic or feral animals.

4.3.3 Address Predator attraction and trash management for all areas of the Proposed Project by identifying clear management measures and restrictions. Examples of the foregoing include design of trash containers, including those in park areas and commercial dumpsters, to be covered and self-closing at all times, design of containment systems to prevent access by sea gulls, rats, crows, pigeons, skunks, opossums, raccoons, and similar animals and adequate and frequent servicing of trash receptacles.

4.3.4 All buildings, signage, walkways, overlooks, light standards, roofs, balconies, ledges, and other structures that could provide line of sight views of Wildlife Habitat Areas will be designed in a manner to discourage their use as raptor perches or nests.

4.4 **ADDITIONAL HABITAT MANAGEMENT AND PROTECTION.**

4.4.1 The District will exercise diligent and good faith efforts to enter into the following cooperative agreements with the USFWS or other appropriate agency or organization:

4.4.1.1 An agreement providing for the long-term protection and management of the sensitive biological habitat running north from the South Bay Boatyard to the Sweetwater River Channel (known as the Sweetwater Tidal Flats) and addressing educational signage, long-term maintenance, and additional protection measures such as increased monitoring and enforcement, shared jurisdiction and enforcement by District personnel with legal authority to enforce applicable rules and regulations ("District Enforcement Personnel"), shared jurisdiction and enforcement by District Enforcement Personnel and other appropriate Resource Agencies of resource regulations, and placement of enforcement signage. Subject to the cooperation of the applicable Resource Agency, such cooperative agreement will be executed prior to the Development Commencement of any projects subject to District's jurisdiction within the Sweetwater or Harbor Districts.

4.4.1.2 An agreement for the long-term protection and management of the J Street Marsh and addressing additional protective measures such as educational signage, long-term maintenance, and monitoring and enforcement by District Enforcement Personnel and enforcement of resource regulations by District Enforcement Personnel and other Resource Agencies and placement of enforcement signage. Subject to the cooperation of the applicable Resource Agency, such cooperative agreement will be executed prior to the Development Commencement within the Otay District.

4.4.1.3 If either of the cooperative agreements contemplated in Sections 4.4.1.1 and 4.4.1.2 is not achievable within three (3) years after FEIR certification, the

District will develop and pursue another mechanism that provides long-term, additional protection and natural resource management for these areas.

4.4.2 The District will include an analysis of the appropriate level and method for wetland and marine life habitat restoration of the intake/discharge channels associated with the South Bay Power Plant in the environmental review document for the demolition of the South Bay Power Plant.

4.4.3 The FEIR Project Description will be revised to include, within Parcel SP-2, a permanent 100-foot-wide buffer for the seasonal wetland from proposed development. The PMP Amendment will also be revised to reflect the permanent buffer width within Parcel SP-2.

4.4.4 The FEIR Project Description for Parcel S-4 will be revised to add the requirement for the fencing of the 100-foot buffer on the north side of the parcel prior to any physical alterations of the site. In addition, the FEIR Project Description for parcels S-4 and S-1 will be amended to clarify that at the time project specific development is proposed on these parcels, shading impacts, appropriate setbacks, step backs, and/or height reductions, will be analyzed as part of the necessary subsequent environmental review for those projects.

4.4.5 As a future and separate project, the District will investigate, in consultation with the USFWS, the feasibility of restoring an ecologically meaningful tidal connection between the F & G Street Marsh and the upland marsh on parcel SP-2 consistent with USFWS restoration concepts for the area. At a minimum, the investigation will assess the biological value of tidal influence, the presence of hazardous materials, necessary physical improvements to achieve desired results, permitting requirements, and funding opportunities for establishing the tidal connection. This investigation will be completed prior to the initiation of any physical alteration of SP-2, F Street, and/or the F & G Street Marsh. In addition, once emergency access to the Proposed Project area has been adequately established such that F Street is no longer needed for public right-of-way, the District and City will abandon/vacate the F Street right-of-way for vehicular use, but may reserve it for pedestrian and bicycle use if ecologically appropriate.

4.4.6 In addition to the standards described above, the NRMP will include:

4.4.6.1 All elements which address natural resource protection in the FEIR Mitigation Monitoring and Reporting Program (“MMRP”) including but not limited to those which assign responsibility and timing for implementing mitigation measures consistent with the City’s MSCP Subarea Plan;

4.4.6.2 Pertinent sections of the MSCP Subarea Plan;

4.4.6.3 References to existing District policies and practices, such as Predator management programs and daily trash collections with public areas and increase service during special events;

4.4.6.4 Establishment of design guidelines to address adjacency impacts, such as storm water, landscape design, light and noise and objectives as discussed in Sections 4.6, 4.7, 4.8 and 4.9, below;

4.4.6.5 Establishment of baseline conditions and management objectives; and

4.4.6.6 Habitat enhancement objectives and priorities.

4.5 BIRD STRIKES AND BIRD DISORIENTATION. Use of reflective coatings on any glass surface will be prohibited. Buildings will employ the measures described in Mitigation Measure 4.8-23 of the FEIR to the maximum extent practicable. Structural design will include secondary and tertiary setbacks and, to the maximum extent practicable, balconies and other elements will step back from the water's edge.

4.5.1 Buildings will be sited and designed to minimize glass and windows facing Wildlife Habitat Areas to the maximum extent possible. Design for towers on Parcel H-3 should avoid east-west monolith massing and should include architectural articulation.

4.5.2 Parcels containing surface parking, such as those depicted for the Sweetwater District, will be designed with parking lots nearer Wildlife Habitat Areas. Site plans on parcels adjacent to Wildlife Habitat Areas will maximize distance between structures and such areas.

4.5.3 Project design standards will encourage window stenciling and angling.

4.5.4 Bird strikes must be monitored in accordance with the NRMP and measures developed to address persistent problem areas. Nighttime lighting in tower buildings must be addressed and evaluated through adaptive management. Minimization of impacts of buildings on birds and the Wildlife Habitat Areas will be a priority in the selection of window coverings, glass color, other exterior materials, and design of exterior lighting and lighting of signs.

4.5.5 The tallest buildings on Parcel H-3 will be located generally on the southern portion of the parcel with building heights decreasing towards the north and west. The foregoing will not be interpreted to preclude incorporating secondary and tertiary setbacks along public streets.

4.6 STORM WATER AND URBAN RUNOFF QUALITY.

4.6.1 Vegetation-based storm water treatment facilities, such as natural berms, swales, and detention areas are appropriate uses for Buffer Areas so long as they are designed using native plant species and serve dual functions as habitat areas. Provisions for access for non-destructive maintenance and removal of litter and excess sediment will be integrated into these facilities. In areas that provide for the natural treatment of runoff, cattails, bulrush, mulefat, willow, and the like are permissible.

4.6.2 Storm water and non-point source urban runoff into Wildlife Habitat Areas must be monitored and managed so as to prevent unwanted ecotype conversion or weed invasion. A plan to address the occurrence of any erosion or type conversion will be developed and implemented, if necessary. Monitoring will include an assessment of stream bed scouring and habitat degradation, sediment accumulation, shoreline erosion and stream bed widening, loss of aquatic species, and decreased base flow.

4.6.3 The use of persistent pesticides or fertilizers in landscaping that drains into Wildlife Habitat Areas is prohibited. Integrated Pest Management must be used in all outdoor, public, buffer, habitat, and park areas.

4.6.4 Fine trash filters (as approved by the agency having jurisdiction over the storm drain) are required for all storm drain pipes that discharge toward Wildlife Habitat Areas.

4.7 **LANDSCAPING AND VEGETATION.** The following landscape guidelines will apply to the Proposed Project area:

4.7.1 Invasive plant species (as defined in Appendix 4.8-7 of the FEIR or listed in the California Invasive Plant Inventory list or California Invasive Plant Inventory Database or updates) will not be used in the Proposed Project area. Any such invasive plant species that establishes itself within the project area will be immediately removed to the maximum extent feasible and in a manner adequate to prevent further distribution into Wildlife Habitat Areas.

4.7.2 Only designated native plants will be used in No-Touch Buffer Areas, habitat restoration areas, or in the limited and transitional zones of Parcel SP-1 adjacent to Wildlife Habitat Areas.

4.7.3 Non-native plants will be prohibited adjacent to Wildlife Habitat Areas and will be strongly discouraged and minimized elsewhere where they will provide breeding of undesired scavengers.

4.7.4 No trees will be planted in the No-Touch Buffer Areas or directly adjacent to a National Wildlife Refuge, J Street Marsh, or SP-2 areas where there is no Buffer Area.

4.8 **LIGHTING AND ILLUMINATION.**

4.8.1 All roadways will be designed, and where necessary edges bermed, to ensure penetration of automobile lights in the Wildlife Habitat Areas will be minimized, subject to applicable City and District roadway design standards.

4.8.2 Explicit lighting requirements to minimize impacts to Wildlife Habitat Areas will be devised and implemented for all Bayfront uses including commercial, residential, municipal, streets, recreational, and parking lots. Beacon and exterior flood lights are prohibited where they would impact a Wildlife Habitat Area and use of this lighting should be minimized throughout the project. All street and walkway lighting should be shielded to minimize sky glow.

4.8.3 To the maximum extent feasible, all external lighting will be designed to minimize any impact to Wildlife Habitat Areas, and operations and maintenance conditions and procedures will be devised to ensure appropriate long-term education and control. To the maximum extent feasible, ambient light impacts to the Sweetwater or J Street Marshes will be minimized.

4.8.4 In Sweetwater and Otay District parks, lighting will be limited to that which is necessary for security purposes. Security lighting will be strictly limited to that required by applicable law enforcement requirements. All lighting proposed for the Sweetwater and Otay District parks and the shoreline promenade will be placed only where needed for human safety.

Lights will be placed on low-standing bollards, shielded, and flat bottomed, so the illumination is directed downward onto the walkway and does not scatter. Lighting that emits only a low-range yellow light will be used since yellow monochromatic light is not perceived as natural light by wildlife and minimizes eco-disruptions. No night lighting for active sports facilities will be allowed.

4.8.5 Sweetwater and Otay District parks will open and close in accordance with District Park Regulations.

4.8.6 Laser light shows will be prohibited.

4.8.7 Construction lighting will be controlled to minimize Wildlife Habitat Areas impacts.

4.9 **NOISE.**

4.9.1 Construction noise must be controlled to minimize impact to Wildlife Habitat Areas.

4.9.2 A maximum of three (3) fireworks events can be held, all outside of Least Tern nesting season except 4th of July, which may be allowed if in full regulatory compliance and if the nesting colonies are monitored during the event and any impacts reported to the Wildlife Advisory Committee so they can be addressed. All shows must comply with all applicable water quality and species protection regulations. All shows must be consistent with policies, goals, and objectives in NRMP.

4.10 **EDUCATION.** An environmental education program will be developed and implemented and will include the following:

4.10.1 The program must continue for the duration of the Proposed Project and must target both residential and commercial uses as well as park visitors.

4.10.2 The program's primary objective will be to educate Bayfront residents, visitors, tenants and workers about the natural condition of the Bay, the ecological importance of the Proposed Project area and the public's role in the restoration and protection of wildlife resources of the Bay.

4.10.3 The program will include educational signage, regular seminars and interpretive walks on the natural history and resources of the area, regular stewardship events for volunteers (shoreline and beach cleanups, exotic plant removal, etc.).

4.10.4 Adequate annual funding for personnel or contractor/consultant and overhead to ensure implementation of the following functions and activities in collaboration with the Chula Vista Nature Center or US Fish and Wildlife Service:

4.10.5 Coordination of Volunteer programs and events;

4.10.6 Coordination of Interpretive and educational programs;

4.10.7 Coordination of Tenant, resident and visitor educational programs;

4.10.8 Docent educational; and

4.10.9 Enhancements and restoration events.

4.11 BOATING IMPACTS.

4.11.1 All boating, human and pet intrusion must be kept away from the F&G Street channel mouth and marsh.

4.11.2 Water areas must be managed with enforceable boating restrictions. The District will exercise diligent and good faith efforts to enter into a cooperative agreement with the Resource Agencies and Coast Guard to ensure monitoring and enforcement of no-boating zones and speed limit restrictions to prevent wildlife disturbances.

4.11.3 No boating will be allowed in vicinity of the J Street Marsh or east of the navigation channel in the Sweetwater District during the fall and spring migration and during the winter season when flocks of birds are present.

4.11.4 All rentals of PWCs will be prohibited in the Proposed Project area.

4.11.5 Use PWCs will be prohibited in Wildlife Habitat Areas, subject to applicable law.

4.11.6 A five (5) mile per hour speed limit will be enforced in areas other than the navigation channels.

4.11.7 Nothing in this section shall preclude bona fide research, law enforcement, or emergency activities.

5. **RESTORATION PRIORITIES.** The following will supplement the description of the conceptual mitigation opportunities in the FEIR (including Appendix 4.8-8 (Mitigation Opportunities). The parties understand and acknowledge that the following restoration priorities will not be included in the NRMP but rather will be applicable (i) if and only to the extent that District or City are required to restore degraded habitat in accordance with the terms of the MMRP or (ii) to establish priorities for District's pursuit of grant funding.

5.1 Restoration priorities for the Proposed Project are those mitigation opportunities in the FEIR as depicted in the conceptual mitigation opportunities (figures 4.8-23 and 4.8-26) and the projects located in the South Bay in the District's Adopted Restoration and Enhancement Plan.

5.2 With the exception of the restoration described in Section 6.4, shoreline/marsh interface restorations in the Sweetwater and Otay Districts should be natural and gradually sloped and planted with salt marsh and upland transition plants in a manner that will stabilize the bank without the need for additional riprap areas. Upland slopes should be contoured to provide a very gentle grade so as to maximize tidal elevation of mudflats, salt marsh habitat and upland transition

areas. This area should be wide enough to encourage or allow wildlife to move between the Sweetwater marsh and the F&G Street marsh and between the J Street Marsh and the South San Diego Bay Unit of the NWR. The shoreline should be improved and restored to facilitate a more effective upland refuge area for species during high tides and to accommodate the impacts from global sea rise.

5.3 The Telegraph Creek should be improved to be a more natural channel as part of the redevelopment of the Otay District. Efforts to naturalize and revegetate the creek will be maximized as is consistent with its function as a storm water conveyance.

5.4 The District will perform an analysis of the appropriate level and method for environmental restoration of the intake/discharge channels associated with the South Bay Power Plant in the environmental review document for the demolition of the power plant.

5.5 Clarifying language will be added to the FEIR to state that the removal of Lagoon Drive/E Street will be done as part of the E Street extension improvement project.

6. SWEETWATER AND OTAY DISTRICT PUBLIC PARK REQUIREMENTS.
Sweetwater and Otay District Public Parks will meet the following minimum standards in addition to those described above:

6.1 The parks will be Passive in nature and encourage Passive recreation, be low-impact and contain minimal permanent structures. Structures will be limited to single-story heights and will be limited in function to restrooms, picnic tables, tot lots, shade structures and overlooks. For the purposes of this Agreement, the term "Passive" will mean that which emphasizes the open-space aspect of a park and which involves a low level of development, including picnic areas and trails. In contrast, active recreation is that which requires intensive development and includes programmable elements that involve cooperative or team activity, including, ball fields and skate parks.

6.2 The parks will be constructed using low water-use ground cover alternatives where possible.

6.3 Pedestrian and bike trails will be segregated where feasible. A meandering public trail will be provided along the entire length of the Bayfront. The meandering trail within the Sweetwater Park and adjacent to Buffer Areas will not be paved.

6.4 The parks will not include athletic field amenities.

6.5 No unattended food vending will be allowed.

6.6 The parks will include enforcement signage that prohibits tenants, employees, residents, or visitors from feeding or encouraging feral cat colonies and prevents feral cat drop-off or abandonment of pets; and prohibits leash free areas near buffers.

6.7 Due to their immediate adjacency to Wildlife Habitat Areas, the following restrictions will apply to parks located within the Sweetwater and Otay Districts:

6.7.1 Such parks will be designated as Passive use parks and use of amplified sound equipment will be prohibited.

6.7.2 Reservations for group events and activities will be prohibited.

7. **PHASE I SIGNATURE PARK IMPROVEMENTS.** Phase I Signature Park improvements (including development of Parcel S-2, within the Transition Buffer Areas and Limited Use zones of parcel SP1, and the fencing of the No-Touch Buffer Area of Parcel SP1) will be completed prior to the issuance of Certificates of Occupancy for projects developed on either Parcel H-3 or H-23 and after any additional necessary environmental review. The public participation process for the design of the parks (see BCDC process described in Section 13 below) will be completed prior to District staff seeking concept approval from the Board of Port Commissioners. The concept approval for the Signature Park will include a refined plan to address the linkage between the parks over the F and G Street Channel. The design will ensure that the linkage between the two parks is easily accessed, obvious, and allows visitors to flow naturally and safely between the two parts of the park. A separate pedestrian bridge will be evaluated and, if necessary, a supplemental environmental review will be performed to address any necessary issues prior to the concept approval being forwarded to the Board of Port Commissioners.

8. **HAZARDOUS WASTE REMOVAL STANDARDS.** Parcels contaminated with hazardous materials will be remediated to levels adequate to protect human health and the environment.

9. **H-3 DENSITIES.** The following provisions relate to the density of Parcel H-3.

9.1 The Project Description in the FEIR and the PMPA will be revised to include a reduced RCC maximum building height of 240 feet above ground level.

9.2 The Port Master Plan ("PMP") will establish a maximum number of hotel rooms allowed to be constructed within the boundary of the Chula Vista Bayfront Master Plan which will be 3,100 rooms with a maximum number of 2,850 hotel rooms within that portion of the CVBMP covered by the PMP amendment ("PMPA Cap").

9.3 The Findings adopted in connection with the approval of the FEIR and PMP amendment for the CVBMP will indicate that the full suite of mitigation measures described and required within the certified FEIR is sufficient to mitigate the construction of 1,600 rooms and 415,000 net square feet of conference facilities on Parcel H-3 at the program level.

9.4 Any proposal to construct more than 1,600 rooms on Parcel H-3 will require a supplement to the FEIR ("SEIR"). The SEIR will evaluate any areas needing additional analysis but, at a minimum, must include biological impacts, massing, visual, noise, shading, water supply, water quality, hazardous materials and environmental remediation, and will include discussion of the need for additional mitigation measures to reduce impacts associated with any increase in rooms proposed for Parcel H-3.

10. CREATION OF THE SOUTH BAY WILDLIFE ADVISORY GROUP.

10.1 A South Bay Wildlife Advisory Group ("Wildlife Advisory Group") will be formed to advise the District and City in the creation of the NRMP, cooperative management agreements, Adaptive Management Review (defined below) and any related wildlife management and restoration plans or prioritizations. The Wildlife Advisory Group will also address management issues and options for resolution. The Wildlife Advisory Group will initiate and support funding requests to the District and City, identify priorities for use of these funds and engage in partnering, education, and volunteerism to support the development of the Proposed Project in a manner that effectively protects and enhances the fish, wildlife, and habitats of the area and educates and engages the public.

10.2 District and City will provide such administrative and staff support to the Wildlife Advisory Group as is necessary to perform the functions and achieve the goals described herein.

10.3 The Wildlife Advisory Group will be comprised of the following: one (1) representative from each Environmental Health Coalition, San Diego Audubon Society, San Diego Coastkeeper, Coastal Environmental Rights Foundation, Southwest Wetlands Interpretative Association, Surfrider Foundation, San Diego Chapter and Empower San Diego; two (2) representatives from the Chula Vista Nature Center (one from educational programs and one from programs/operations); up to three (3) representatives of major developers or tenants with projects in the CVBMP (including one from Pacifica Companies, which on completion, may be succeeded by a representative of its homeowner association); one (1) representative from the City's Resource Conservation Commission; one (1) from either Harborside or Mueller elementary school or the School District; Western and Eastern Chula Vista residents selected by the City (one from Northwest, one from Southwest and one from east of I-805); one (1) representative from eco-tourism based business; two (2) individuals appointed by District; and representatives from Resource Agencies (two from the US Fish and Wildlife Service one from Refuges and one from Endangered Species, and one (1) each from California Department of Fish and Game, National Marine Fisheries Service, Regional Water Board, and CCC).

10.4 The Wildlife Advisory Group will meet as needed, but at a minimum of every six (6) months for the first ten (10) years and annually thereafter. The Wildlife Advisory Group will be formed within six months of the filing of the Notice of Determination for the FEIR by the District.

10.5 The Wildlife Advisory Group will meet at the intervals described in Section 10.4 to review the NRMP to: (i) determine the effectiveness of the NRMP in achieving the Management Objectives; (ii) identify any changes or adjustments to the NRMP required to better achieve the Management Objectives; (iii) identify any changes or adjustments to the NRMP required to respond to changes in the man-made and natural environments that are affecting or, with the passage of time may affect, the effectiveness of the NRMP in achieving the Management Objectives; and (iv) review priorities relative to available funding. At its periodic meetings, the Wildlife Advisory Group may also consider and make recommendations regarding (x) implementation of the NRMP as needed, (y) Adaptive Management Review and (z) NRMP Amendments.

10.6 The Wildlife Advisory Group will advise the JPA on expenditure of the Community Benefits Fund consistent with Section 3.5, subject to applicable law.

10.7 Written recommendations from the Wildlife Advisory Group will be forwarded to the District and City for consideration on key decisions as the build-out of the Proposed Project occurs.

11. DISPUTE RESOLUTION FOR PLAN CREATION AND AMENDMENT. The parties agree and acknowledge that the NRMP and any material amendments to the NRMP will require submission, review, and approval by the CCC after final adoption by the District and City. Nonetheless, the parties agree that each of them would benefit if the NRMP is developed through a meaningful stakeholder process providing for the resolution of as many disagreements as possible prior to NRMP submission to the CCC. This section provides a process by which the Coalition can participate in the creation and amendment of the NRMP.

11.1 PLAN CREATION AND AMENDMENT. Where this Agreement contemplates the creation of the NRMP following the Effective Date or an NRMP Amendment, this section will provide a non-exclusive mechanism for the parties to resolve disputes concerning the content of the NRMP and such NRMP Amendments. The standard of review and burden of proof for any disputes arising hereunder shall be the same as those under the California Environmental Quality Act.

11.1.1 PLAN CREATION AND AMENDMENT INFORMAL NEGOTIATIONS. Any dispute that arises with respect to the creation or amendment of the NRMP will in the first instance be the subject of informal negotiations between the parties to the dispute. A dispute will be considered to have arisen when one (1) party (the "Disputing Party") sends the other party a written Notice of Dispute. During the informal negotiations, the Disputing Party will identify in writing and with specificity the issue, standard, or proposed requirement which is the subject of the dispute (the "Notice of Dispute"). The period for informal negotiations will not exceed thirty (30) days from the date the Notice of Dispute is received.

11.1.2 PLAN CREATION AND AMENDMENT FORMAL DISPUTE RESOLUTION, PHASE I. In the event the Parties cannot resolve a dispute by informal negotiations under Section 11.1.1, the Disputing Party may invoke formal dispute resolution procedures by providing the other parties a written statement of position on the matter in dispute, including, but not limited to, any facts, data, analysis or opinion supporting that position and any supporting documentation relied upon by the Disputing Party (the "Position Statement"). The Position Statement must be transmitted (via electronic mail or verifiable post) within thirty (30) days of the end of informal negotiations, and will be provided to the other parties and to each member of the Wildlife Advisory Group. If informal negotiations are unsuccessful, and the Disputing Party does not invoke formal dispute resolution within thirty (30) days, the position held by the District, City or Agency (the respective public agency involved in such dispute is hereinafter called "Managing Agency") will be binding on the Disputing Party, subject to submission, review, and approval by the CCC.

11.1.2.1 The other parties will submit their position statements ("Opposition Statements"), including facts, data, analysis or opinion in support thereof, to the

Disputing Party and the Wildlife Advisory Group members within thirty (30) days of transmission of the Position Statement.

11.1.2.2 Within twenty-one (21) days after transmission of the Opposition Statement(s), the Wildlife Advisory Group will convene, consider and, within a reasonable period of time thereafter, render its proposed resolution of the dispute. The Wildlife Advisory Group's decision will not be binding upon the Disputing Party, but rather, will be considered purely advisory in nature. The proposed resolution of the Wildlife Advisory Group will be that comprehensive recommendation supported by a majority of Wildlife Advisory Group members after vote, with each member entitled to one vote. The Wildlife Advisory Group's proposal will be transmitted to all parties by an appointed Wildlife Advisory Group member via electronic mail.

11.1.3 PLAN CREATION AND AMENDMENT FORMAL DISPUTE RESOLUTION, PHASE II. If any party to this agreement does not accept the advisory decision of the Wildlife Advisory Group, it must invoke the second phase of formal dispute resolution by presenting the dispute to the governing board ("Governing Board") of the Managing Agency (i.e., Board of Port Commissioners or City Council). This phase of the dispute resolution process is initiated by such party providing written notice to the other parties within thirty (30) days of receipt of the Wildlife Advisory Group proposal ("MA Notice"). The MA Notice will include the Position Statement, Opposition Statement, the Wildlife Advisory Group proposal, and any other information such party desires to include. Any supplement to the Opposition Statement will be filed with the Managing Agency within fourteen (14) days. The Governing Board of the Managing Agency will review the transmitted information and within sixty (60) days from receipt of the MA Notice will schedule a public hearing to consider the dispute and within ten (10) days of such public hearing, render a decision. The decision of the Governing Board of the Managing Agency will be final and binding on the Managing Agency but will not bind the members of the Coalition. If the members of the Coalition accept the decision of the Governing Board of the Managing Agency, the decision will dictate the manner in which the dispute is resolved in the NRMP or amendment to the NRMP. Nothing herein will preclude such party from publicly opposing or supporting the Governing Board's decision before the CCC.

12. DISPUTE RESOLUTION REGARDING NRMP IMPLEMENTATION AND ENFORCEMENT. Once the CCC approves the NRMP or any NRMP Amendment, the Governing Board will issue a Notice of Adoption with respect to the NRMP or NRMP amendment. Once a Notice of Adoption is issued with respect to the NRMP or NRMP Amendment, this section will be the exclusive mechanism for the parties to resolve disputes arising under, or with respect to implementation or enforcement of, the NRMP including when the NRMP is reviewed during an Adaptive Management Review or Periodic Review and such review does not require an NRMP Amendment. This provision will not be used to challenge the adequacy of the NRMP or an NRMP Amendment after the issuance of a Notice of Adoption with respect thereto. The standard of review and burden of proof for any disputes arising hereunder shall be the same as those under the California Environmental Quality Act.

12.1 PLAN ENFORCEMENT INFORMAL NEGOTIATIONS. Any dispute that arises with respect to implementation or enforcement of the NRMP will in the first instance be the subject of informal negotiations between the parties to the dispute. A dispute will be considered

to have arisen when one Disputing Party sends the other party a written Notice of Dispute. During the informal negotiations, the Disputing Party will send a written Notice of Dispute to the other parties specifying the aspect of the NRMP it believes is not being implemented properly and the way in which the Disputing Party believes the NRMP should be implemented according to its terms (the "Notice of Dispute"). The period for informal negotiations will not exceed forty-five (45) days from the date such Notice of Dispute is received.

12.2 PLAN ENFORCEMENT FORMAL DISPUTE RESOLUTION, PHASE I. In the event the Parties cannot resolve a dispute by informal negotiations under the preceding section, the Disputing Party may invoke a formal dispute resolution procedure by presenting the dispute to the Governing Board of the Managing Agency by providing the other parties a written statement of position on the matter in dispute, including, but not limited to, any facts, data, analysis or opinion supporting that position and any supporting documentation relied upon by the Disputing Party (the "Position Statement"). The Position Statement must be transmitted (via electronic mail or verifiable post) within thirty (30) days of the end of informal negotiations, and will be provided to the other parties, to each member of the Wildlife Advisory Group. If informal negotiations are unsuccessful, and the Disputing Party does not invoke formal dispute resolution within thirty (30) days, the Managing Agency's position will be binding on the Disputing Party subject to any periodic review and/or approval by the CCC, if required by law.

12.2.1 The other parties will submit their position statements ("Opposition Statements"), including facts, data, analysis or opinion in support thereof, to the Disputing Party, the Wildlife Advisory Group members, and the Governing Board within thirty (30) days of transmission of the Position Statement.

12.2.2 Within forty-five (45) days after transmission of the Opposition Statement(s), the Disputing Party will provide a written notice ("MA II Notice") to the other parties, the Wildlife Advisory Group and the Governing Board. The MA II Notice will include the Position Statement, Opposition Statement, the Wildlife Advisory Group proposal, and any other information the Disputing Party desires to include. Any supplement to the Opposition Statement will be filed with the Managing Agency within fourteen (14) days following receipt of the MA II Notice. The Governing Board will review the transmitted information and within sixty (60) days from receipt of the MA II Notice will schedule a public hearing to consider the dispute and within ten (10) days of such public hearing, render a decision. The decision of the Governing Board will be final and binding on the Managing Agency but will not bind the members of Coalition. If the members of the Coalition accept the decision of the Governing Board of the Managing Agency, the decision will dictate the manner in which the dispute is resolved in the NRMP. If any member of the Coalition disagrees with the decision of the Governing Board, it shall have the right to seek a petition for writ of mandate from the Superior Court of California, San Diego Division.

12.3 WAIVER OF DEFENSE. To the extent permitted by law, the District, City and RDA agree that lack of funds shall not be a defense to any claim of failure to adequately fund implementation and enforcement of the adopted NRMP.

13. BAYFRONT CULTURAL AND DESIGN COMMITTEE FOR PROJECTS LOCATED IN PORT DISTRICT LANDS.

13.1 District will form a Bayfront Cultural and Design Committee ("BCDC") to advise the District in addressing the design of parks, cultural facilities, and development projects. The public participation process for the BCDC will include broad community representation and will be modeled after the Community Advisory Committee (CAC) process. Membership will include at least one member each from the District, Chula Vista Planning Commission, Design Review Committee, and Resource Conservation Committee.

13.2 The BCDC will advise the District in the establishment of CVBMP design guidelines to address cohesive development and streetscape design standards, walkways and bikeways design to promote safe walking and biking, standards for design of park areas, and cultural facilities but will not address NRMP and Wildlife Habitat Areas design guidelines described above. A minimum of three public meeting/workshops will be held to establish the design guidelines.

13.3 The BCDC will have an opportunity to provide input on the development of any District-sponsored Request for Proposals ("RFP(s)") or Request for Qualifications ("RFQ(s)") for major development projects. District will conduct a stakeholder review of major development projects following completion of the RFP/RFQ selection process and the BCDC will be invited to participate in such review. In addition, BCDC will be invited to participate in stakeholder design review of park and/or cultural facilities within the CVBMP prior to District Staff seeking concept approval from the Board of Port Commissioners.

13.4 The BCDC will have an opportunity to advise and provide input on District-sponsored public art projects proposed for sites within the Proposed Project area through representation on artist/artwork selection panels convened by the District. These project-specific, ad hoc panels will; make recommendations to the District's public art committee and staff regarding acquisitions and exhibitions. The BCDC will be notified of the formation of such selection panels and will be afforded an opportunity to nominate one or more of its members, preferably with art related experience or background, to serve thereon.

14. **PORT MASTER PLAN AMENDMENT.** The District will revise the Port Master Plan Amendment as follows prior to submission to the CCC.

14.1 Consistent with Section 9, above, the Port Master Plan will incorporate the PMPA Cap and an H-3 tower maximum height of 240 feet.

14.2 Add the following clause to the definition for the Industrial Business Park land use designation after the words "active sports facilities" wherever they appear: "...where associated with a business park campus and intended for employees."

14.3 Delete the following sentence from the proposed definition for the Wetlands land use designation: "Development within wetland buffers is limited to Passive uses, such as outlooks, picnic areas, and/or spur-trails. Such improvements should include interpretive and educational opportunities while allowing coastal access in a manner that will ensure the protection and preservation of these sensitive habitat areas."

14.4 Revise the beginning of the third sentence in the last paragraph of the Otay District Planning Subarea description, describing roadways in the Otay District as follows: "A

shoreline pedestrian trail is proposed in the Otay District, and its design will ensure protection of the adjacent sensitive habitat areas...”

14.5 Revise the beginning of the penultimate sentence under the Wildlife Reserve Subarea description as follows: “Other than potential habitat restoration activities, no alterations to the existing intake/discharge channel area are proposed...”

14.6 As part of a separate project and PMP amendment, the District will revise the Marine Sales & Service land use designation on the D Street Fill area to Estuary or Habitat Replacement.

15. **ENERGY.** The parties agree that the development of the Proposed Project offers the District and City a unique opportunity to demonstrate the viability of responsible and sustainable development practices. Accordingly, the parties desire to establish guidelines to govern the future build-out of the programmatic elements of Proposed Project and to ensure that the Proposed Project is comprised of high performance and highly energy-efficient buildings and clean, efficient generation. The parties further agree that the standards in this section are intended to be interpreted broadly and with the flexibility to adapt to new energy technology and evolving building construction and design practices.

15.1 This section will apply to and govern development of all parcels within the Proposed Project area except Parcels HP-5, H-13, H-14 and H-15. The term “Development” will mean the development of an individual parcel within the Proposed Project area.

15.2 To help reduce the need for fossil-fueled power generation, reduce greenhouse gas emissions, and support the California Energy Commission’s Loading Order for Electricity Resources, all Developments will achieve a minimum of a fifty (50) percent reduction in annual energy use in accordance with this section.

15.2.1 Each building in each Development will perform at least fifteen (15) percent better than Title 24, Part 6 of the California Building Energy Efficiency Standards (“Title 24”) in effect on the date of this agreement. The minimum energy efficiency performance standard adopted by the City is hereinafter described as its “Energy Efficiency Requirement” or “EER”. Should revised Title 24 standards be adopted by the State of California, the City’s EER at the time a building permit application is submitted for such Development shall apply.

15.2.2 The balance of the reduction in annual energy use required by Section 15.2 will be achieved through the use of any combination of the energy reduction measures described in this Section 15.2.2. To achieve compliance with this section, sponsors of Developments may select one of two paths. The first path is based on Title 24 (“Title 24 Path”) and the second is described in Energy and Atmosphere, Credit 1 “Optimize Energy Performance” (Credit EA-/c1) in the US Green Building Council’s Leadership in Energy and Environmental Design (LEED) v3 system (“LEED Path”). The definition of the term “Baseline” against which energy reduction will be measured will vary depending on the path selected and is further described in Exhibit 3 to this Agreement.

15.2.2.1 Renewable Energy generated within the boundaries of the Development will be credited toward the energy reduction requirement of Section 15.2. The term

“Renewable Energy” will mean energy derived from the sources described in California Public Resources Code section 25741 (b)1.

15.2.2.2 Renewable Energy generated on one or more sites (“Renewable Energy Sites”) within the boundaries of the Proposed Project by the District, City or other third party and fed to the electrical grid or to the Development will be credited toward the energy reduction requirement of Section 15.2. Aggregate energy generated on Renewable Energy Sites may be allocated to an individual Development up to the amount necessary to achieve such Development’s compliance with the energy reduction requirement of Section 15.2. Once allocated to a Development, the amount of energy generated by Renewable Energy Sites so allocated may not be further allocated to another Development.

15.2.2.3 Participation in a City of Chula Vista sponsored energy efficiency program provided that the resulting energy reduction may be calculated and verified. The methodology for calculating the amount of the credit toward the energy reduction requirement of Section 15.2 under the Title 24 Path and the LEED Path is described in Exhibit 3.

15.2.2.4 Each Development will develop, implement, and for the life of each Development, maintain a measurement and verification plan (“M&V Plan”). Such participation has been shown to increase the persistence of energy efficiency (“EE”) and also to provide a way of recognizing and encouraging the ongoing conservation efforts of occupants and facility managers and will be awarded a waiver for five (5) percent credit against the Baseline to determine compliance with the energy reduction requirement of Section 15.2. The District will include in all leases the requirement to perform an energy audit every three (3) years for the convention centers and hotel Developments over 300 rooms and five (5) years for all other Developments to ensure that all energy systems are performing as planned or corrective action will be taken if failing to meet EE commitments.

15.2.2.5 Participation in one of SDG&E’s manual or semi-automatic Demand Reduction (DR) utility rates will be awarded a waiver for three (3) percent credit against the Baseline to determine compliance with the energy reduction requirement of Section 15.2.

15.2.2.6 Participation in one of SDG&E’s automatic Demand Reduction (DR) utility rates will be awarded a waiver for five (5) percent credit against the Baseline to determine compliance with the energy reduction requirement of Section 15.2.

15.2.2.7 Incorporation of natural ventilation into design such that at least 75% of the conditioned area is naturally ventilated according to the guidelines set forth in Exhibit 3, and if this benefit was not included in the energy efficiency calculations, the project will be awarded either: a waiver for five (5) percent credit against the Baseline to determine compliance with the energy reduction requirement of Section 15.2; or, a waiver for ten (10) percent credit will be awarded if the natural ventilation system is coupled with an energy or cooling system that does not draw from the grid if and when natural ventilation is not used. This may be prorated if less than 75% of the conditioned area is naturally ventilated.

15.2.3 The parties understand and acknowledge that the energy reduction measures described in Section 15.2.2.1, 15.2.2.2 and 15.2.2.3 for a Development or component of a

Development may be phased in over time to achieve compliance with the energy reduction requirement of Section 15.2 provided such energy reduction measures are completed no later than thirty-six (36) months following issuance of a certificate of occupancy for such Development or such component thereof.

15.2.4 To further incent responsible and sustainable development practices within the boundaries of the Proposed Project, District, City and RDA will consider voluntary commitments to levels of energy reduction in excess of the requirements of Section 15.2, commitment to achievement of a LEED Certification, and/or a "Living Building Challenge" in connection with the selection of respondents in RFP/RFQ processes for Developments within the Proposed Project area.

15.2.5 Within one year following the CCC's approval of a PMP amendment substantially consistent with the Proposed Project, the District will in good faith consider adoption of an ordinance, in a public hearing process, that if approved by the Board of Port Commissioners will require the following:

15.2.5.1 Within six (6) months following adoption of the ordinance and every three (3) years thereafter, the District will conduct an energy efficiency and renewable energy analysis that will:

(1) Assess the feasibility and cost-effectiveness of programs and options to reduce demand on the electric grid from all lands under District's jurisdiction; and,

(2) Include, but not be limited to, an assessment of the potential for reduction in energy use on all land under District's jurisdiction through increases in energy efficiency, demand response, clean renewable and distributed energy generation and other methods and technologies.

15.2.5.2 Upon the completion of each analysis, the District will consider good faith implementation of cost-effective programs and options as part of its commitment to greenhouse gas reductions and global climate change prevention activities consistent with Assembly Bill 32.

15.2.5.3 The results of each analysis will be published on the District's website and received by the District's Board of Port Commissioners in a public forum.

16. **HOUSING IMPACTS.** The Redevelopment Agency will use all Low and Moderate Income Housing funds generated from within the Bayfront Redevelopment Project Area on the production of affordable housing units, inside and/or outside of redevelopment areas, for very low, low and moderate income individuals/families only in areas located west of I-805 in the City of Chula Vista.

17. **THE COALITION'S UNDERTAKINGS.** In consideration of the obligations undertaken and the promises made herein by the District, the City and the RDA, the Coalition hereby covenants and agrees to undertake the following actions:

17.1 To support and to actively lobby, in writing, and where practicable orally, the CCC, the State Lands Commission, the Board of Port Commissioners, and the Chula Vista City Council, to approve the FEIR and the Proposed Project;

17.2 Except as expressly provided herein, to take no action whatsoever, directly or indirectly, whether in writing, orally or otherwise, to oppose any governmental approval, permit (including without limitation, coastal development permits) or other entitlement, or non-material modification or amendment thereof, which is or may be required for the certification of the FEIR or approval of the Proposed Project whether in judicial, administrative or legislative proceedings; and

17.3 Except as expressly provided herein, to provide no assistance whatsoever, directly or indirectly, whether financial, legal or otherwise, to any person, organization or other entity to oppose any governmental approval, permit (including without limitation, coastal development permits) or other entitlement, or non-material modification or amendment thereof, which is or may be required for the certification of the FEIR or approval of the Proposed Project whether in judicial, administrative or legislative proceedings.

17.4 Other than with respect to matters specifically addressed in this Agreement, the FEIR, and as components of the Proposed Project approval, Coalition member organizations shall have the right to fully participate in environmental review and project-approval processes for components of the Bayfront development that require project-level review subsequent to FEIR certification and Proposed Project approval.

17.5 Nothing herein shall be interpreted to preclude Coalition member organizations from fully participating in any agency actions related to the cleanup of contaminated soils and sediments within the Proposed Project boundary.

17.6 Nothing herein shall be interpreted to preclude Coalition member organizations from fully participating in processes related to the decommissioning and demolition of the South Bay Power Plant (including substation relocation).

17.7 Notwithstanding the preceding provisions of this Section 17, in the event the Proposed Project is approved, the Coalition reserves the right to object to any material failure to implement the Proposed Project in compliance with this Agreement, the Mitigation Monitoring and Reporting Program and all applicable laws, regulations or permit requirements.

18. COALITION SUPPORT FOR FEIR AND PROJECT APPROVAL. The Coalition member organizations acknowledge and agree that the District, the City, and RDA have appropriately sought and received input from stakeholders concerned with environmental protection, community benefits, and the legal adequacy of the DEIR. The Coalition member organization's agree that the District, City and RDA have incorporated numerous significant and meaningful community recommendations into the FEIR, and that the negotiation process and this Agreement have resulted in a much improved Proposed Project such that it will have the support Coalition member organizations. The parties acknowledge and agree that, although the undertakings of the District, the City and the RDA set forth in this Agreement are intended to provide additional protection to the natural resources and environment above and beyond that required by CEQA and the other federal, state and local laws and regulations which apply to the Proposed Project, said

undertakings will constitute mitigation measures which will be included in the FEIR and the MMRP adopted by the District, the City and the RDA if the Proposed Project is approved and which will be enforceable as mitigation measures pursuant to this Agreement.

19. **IDENTIFICATION OF GRANTS.** Coalition will use reasonable best efforts to identify, and at each member organization's sole discretion to support, grants and other funding options to assist the District, City, and RDA meet their obligations under this Agreement.

20. **NO LIMITATION ON THE DISTRICT'S, CITY'S OR RDA'S DISCRETION.** The parties acknowledge and agree that nothing in this Agreement will be construed as circumscribing or limiting the District's, City's or RDA's discretion with respect to the environmental review required by CEQA and that the District, City and RDA (as applicable), in their sole and absolute discretion, may elect not to certify or approve the FEIR or not to approve the Proposed Project, or may select an alternative, including the alternative of not going forward with the Proposed Project, or adopt mitigation measures or conditions which they determine are necessary and appropriate to reduce or avoid any potential environmental impact of the Proposed Project or to comply with any applicable law or regulation. In the event that the District, City or RDA elect not to certify or approve the FEIR or not to approve the Proposed Project, any such action or inaction will not constitute a breach of the District's, City's or RDA's obligations under this Agreement and this Agreement will terminate and will be of no further force and effect.

21. **THE DISTRICT'S, CITY'S AND RDA'S UNDERTAKINGS.** The undertakings of the District, City and RDA set forth in Sections 3 through 10 and 13 through 16 of this Agreement provide additional mitigation measures that will be incorporated into the FEIR and the MMRP, and will be implemented by the District, City and RDA and may be enforced by the Coalition or any member organization as mitigation measures. The Parties further agree that the Coalition or any member organization have standing to enforce mitigation measures pursuant to Code of Civil Procedure section 1085 and Public Resources Code section 21081.6(b).

22. **RESERVATION OF DISCRETION.** The contents of this Agreement notwithstanding, District, City and RDA reserve their discretion to approve or disapprove all actions which require by law the exercise of discretion and which District, City and RDA cannot lawfully be committed to by contract. Such reservation of discretion will apply to all contemplated legislative and quasi-judicial actions including, without limitation, approval of land use entitlements, CEQA compliance, the exercise of eminent domain, code enforcement and the making of findings and determinations required by law.

23. **JOB QUALITY.** District agrees to comply with the requirements contained in the Covenants and Agreements of District With Respect to Job Quality attached to this Agreement as Exhibit 4. For the avoidance of doubt, the parties to this Agreement acknowledge and agree that the covenants and agreements contained in Exhibit 4 apply solely and exclusively to District and will have no force or effect on the City or the RDA.

24. **MISCELLANEOUS.**

24.1 This Agreement may be pleaded by any party hereto as a full and complete defense to and may be used as the basis for an injunction against any action, suit, claim or other

proceeding of any type which may be prosecuted, initiated or attempted in violation of the terms hereof.

24.2 Each party signing this Agreement jointly and severally represents and warrants that it has full authority to obligate the party or parties on whose behalf it is signing and that no further action or authorization is necessary to execute this Agreement on behalf of such party. The Coalition specifically represents and warrants that it has full authority to obligate its members, that no further action is necessary for the Coalition to make this Agreement on behalf of itself and each of its members, and that the following organizations constitute all of the members of the Coalition: Environmental Health Coalition, San Diego Audubon Society, San Diego Coastkeeper, Coastal Environmental Rights Foundation, Southwest Wetlands Interpretative Association, Surfrider Foundation, San Diego Chapter and Empower San Diego.

24.3 The parties have read all of this Agreement, fully understand the same and have consulted with their attorneys regarding this Agreement. The parties hereto are represented by independent counsel, with whom each party has fully discussed the terms and consequences of this Agreement. The Coalition and its members are represented by the Coast Law Group, LLP, 1140 South Coast Highway 101, Encinitas, California; the District is represented by the Office of the Port Attorney, 3165 Pacific Highway, San Diego, California and Hogan Guiney Dick, LLP, 225 Broadway, Suite 1900, San Diego, California; and the City and the RDA are represented by the Office of the City Attorney, 276 Fourth Avenue, Chula Vista, California. The parties hereto acknowledge that they execute this Agreement of their own free will and under no threat, menace, coercion or duress of any kind from any party. The parties further acknowledge that they execute this Agreement acting on their independent judgment and upon the advice of their respective counsel, without any representation, express or implied, of any kind from any other party, except as specifically set forth herein.

24.4 In the event it becomes necessary for any party to obtain the services of an attorney to enforce the provisions of this Agreement against any party who has breached any obligation set forth herein, the prevailing party in any proceeding will be entitled to recover all its attorneys' fees and costs incurred.

24.5 This Agreement constitutes the entire fully integrated written agreement among the parties with respect to the subject matter of this Agreement and may not be modified or waived except by a writing duly executed on behalf of the party to be bound by the waiver or modification.

24.6 If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such decision will not affect the validity of any remaining portion of this Agreement and the remainder will stand in full force and effect.

24.7 This Agreement is executed and delivered within the State of California and will be construed and covered by the laws of the State of California.

24.8 This Agreement will be binding upon and will inure to the benefit of the parties hereto and to all members, beneficiaries, elected and appointed officials, officers, directors, employees, attorneys, agents, successors, affiliates, heirs and assigns of any party.

24.9 This Agreement may be executed in one or more counterparts and, when executed by each of the parties signatory hereto, said counterparts will constitute a single valid Agreement even though each of the signatory parties may have executed separate counterparts hereof.

IN WITNESS WHEREOF, this Chula Vista Bayfront Master Plan Settlement Agreement is executed on the date(s) set forth below.

Dated: May 5, 2010

ENVIRONMENTAL HEALTH COALITION

By: *Diane Takvorian*
Executive Director

Diane Takvorian

Dated: May 5, 2010

SAN DIEGO AUDUBON SOCIETY

By: *James A. Peugh*
Conservation Chair

James A. Peugh

Dated: May 5, 2010

SAN DIEGO COASTKEEPER

By: *Bruce Reznik*
Executive Director

Bruce Reznik

Dated: May 5, 2010

COASTAL ENVIRONMENTAL RIGHTS
FOUNDATION

By: *M. Gonzalez*
Marco Gonzalez, Legal Director

Dated: May 5, 2010

SOUTHWEST WETLANDS INTERPRETATIVE
ASSOCIATION

By: *Michael R. McCoy*
President

Michael McCoy

Dated: May 5, 2010

THE SURFRIDER FOUNDATION (SAN DIEGO
CHAPTER)

By: *Manase Mansur*
Chairman

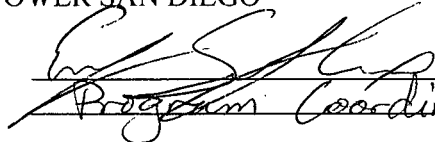
Manase Mansur

[SIGNATURES CONTINUED NEXT PAGE]

Dated: May 5, 2010

EMPOWER SAN DIEGO

By:



Program Coordinator

Emily Serafy Cox

Dated: May 11, 2010

SAN DIEGO UNIFIED PORT DISTRICT

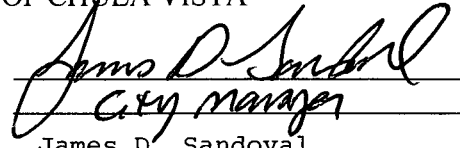
By:


Charles J. Warster
Executive Director

Dated: May 13 2010

CITY OF CHULA VISTA

By:

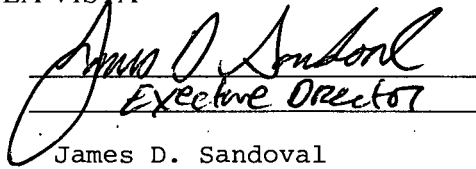

City Manager

James D. Sandoval

Dated: May 13 2010

REDEVELOPMENT AGENCY OF THE CITY OF
CHULA VISTA

By:

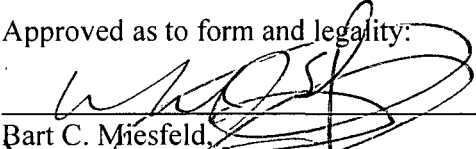

Executive Director

James D. Sandoval

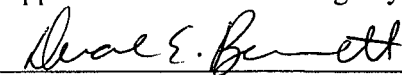
Attest:


Donna Norris, City Clerk

Approved as to form and legality:

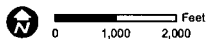

Bart C. Miesfeld,
City Attorney/Agency General Counsel

Approved as to form and legality:


Port Attorney, DUANE BENNETT



Z:\Projects\070301\Figures\Fig1Section 4(B-B)(04-4_01 (marinae).mxd



AERIAL SOURCE: DIGITAL GLOBE, MARCH 2007

- | | |
|--|---|
| <ul style="list-style-type: none"> National Wildlife Refuge (San Diego Bay Unit)* Sweetwater Marsh National Wildlife Refuge* City of Chula Vista LCP Open Space Land Use Designation City of Chula Vista S-4 100 ft. No-Touch Buffer CVBMP Boundary Proposed Navigation Channel | <p>Port Master Plan - Planning District 7
Conservation Land and Water Designations</p> <ul style="list-style-type: none"> Estuary Habitat Replacement Wetland |
|--|---|

Exhibit 1 Wildlife Habitat Areas

(Defined by § 3.1 of the Chula Vista Bayfront Master Plan Settlement Agreement; the agreement prevails over any conflict with this exhibit.)

*National Wildlife Refuge lands are included in the definition of Wildlife Habitat Areas for the sole purpose of addressing adjacency impacts and not for the purpose of imposing affirmative resource management obligations with respect to the areas within the National Wildlife Refuge lands.

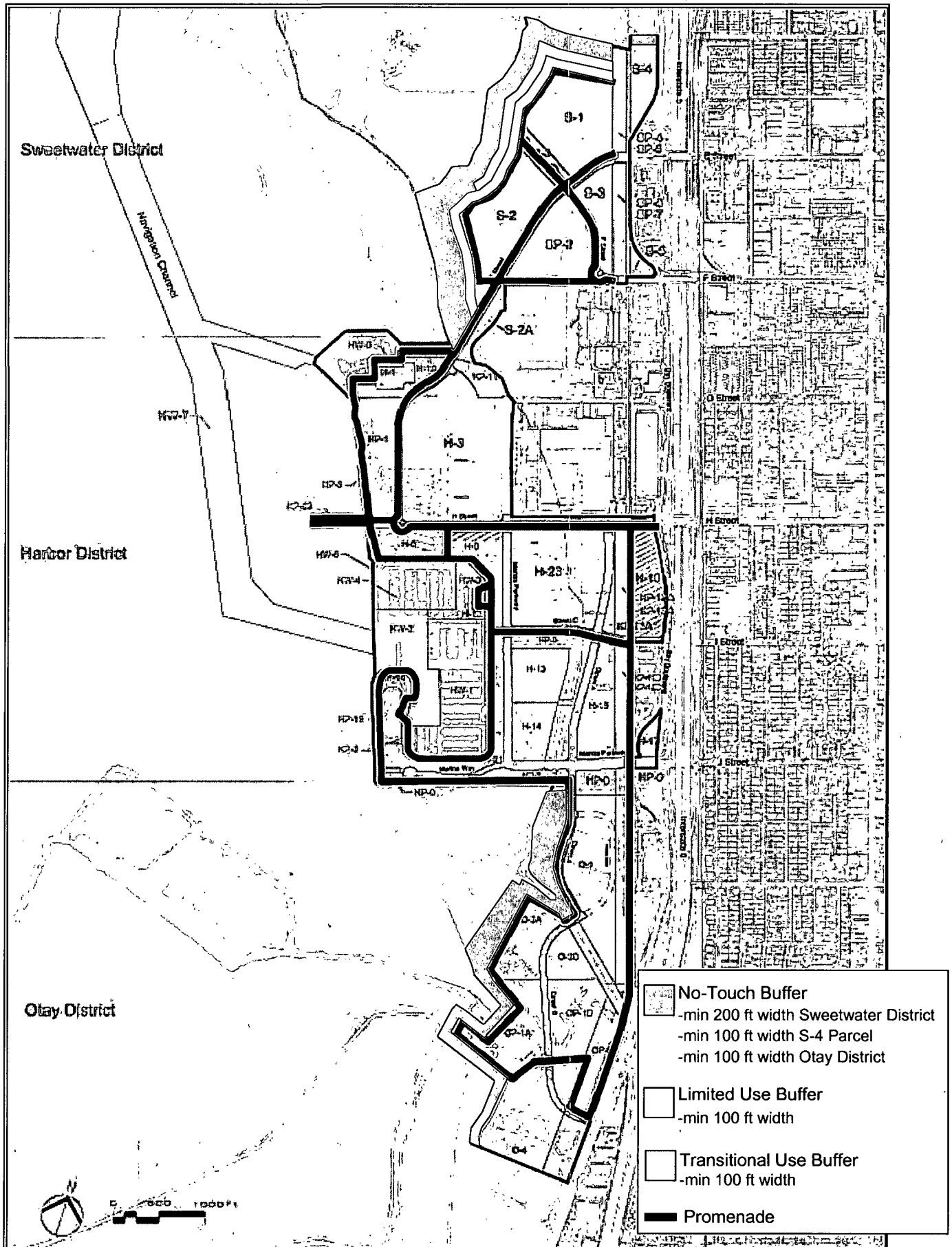


Exhibit 2 – Buffer Areas

(Defined by § 4.1.3 and 4.1.4 of the Chula Vista Bayfront Master Plan Settlement Agreement; the agreement prevails over any conflict with this exhibit)

EXHIBIT 3

Exhibit 3 outlines the methodologies for determining that the goals of the Energy Section are met. The Sample Worksheets are for illustration purposes, to provide a format which may be used both by Developments and by the City of Chula Vista's Building Department. Note that the Energy Section outlines requirements and approaches for projects which will be subject to future codes, regulations, tariffs, and technologies, all of which are subject to change. When clarifications are needed, they will be provided by the City of Chula Vista.

Baseline. The term "Baseline" refers to the amount of energy against which the energy reduction will be measured.

SAMPLE Worksheets. Sample worksheets are provided as suggested approaches. Actual worksheets for calculating the energy requirements should be coordinated with the City of Chula Vista Building Department.

Title 24 Path. Title 24 language refers to the "Standard Budget" and "Proposed Budget." The Whole Building Performance Method, which generates the Standard and Proposed Energy Budgets, is specifically for energy uses within a conditioned building, and does not include lighting which is in Interior Unconditioned Spaces or lighting which is outside. However, for the purposes of the Energy Section, this lighting energy will be added to the energy budgets for the conditioned building, and the combined energy uses will become the Baseline for the "Title 24 Path." Each of the various energy uses will be converted into Site kBtu, except for the final 5% energy reduction waiver allowed for Ongoing Measurement and Verification.

LEED Path. LEED language refers to the "Baseline Design" and "Proposed Design." The LEED Path Baseline is likely to be different and higher than the Title 24 Path Baseline because LEED counts all of the energy uses within the site boundary, some of which are not counted by Title 24. However, LEED is also likely to be better and more comprehensive in calculating overall energy performance features, such as district thermal plants, combined heat and power, natural ventilation, efficiencies in process loads, aggregating multiple buildings, and the benefits of renewable energy. Each of the various energy uses will be converted into dollars (\$), except for the final 5% energy reduction waiver allowed for Ongoing Measurement and Verification.

If the LEED Path is chosen, the Development may be subject to an additional fee to the City of Chula Vista for a 3rd party plan check by an experienced LEED reviewer acceptable to the City. Recognizing that LEED Templates may not be complete at the time of the initial Building Department submittals, draft Templates may be used, at the discretion of the reviewer.

Natural Ventilation. When using Natural Ventilation (NV) to qualify as an energy reduction feature, the Development may qualify for a waiver of up to 10% if at least 75% of the area that would normally be cooled relies solely on natural ventilation strategies to help maintain comfortable temperatures. Pro-rations are possible.

City of Chula Vista Sponsored Energy Efficiency Program. Refer to the appropriate City ordinances for details on this program.

Measurement and Verification. Each Development shall develop and implement an ongoing Measurement and Verification (M&V) Plan consistent with the International Performance Measurement and Verification Protocol (IPMVP) Volume III, Concepts and Options for Determining Energy Savings in New Construction, April 2003. The Development may choose either Option B or Option D. If the LEED Path is chosen, the M&V Plan should be consistent with Credit EAc5, except that LEED only requires one year of implementation, and the Energy Section of this Agreement requires M&V to be ongoing.

Demand Response Tariffs. Developments which enroll in SDG&E Demand Response rate tariff(s) which are designed to reduce the load on the electric grid during critical times may be awarded up to a 5% waiver.

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EXHIBIT 3

SAMPLE Worksheet A: Title 24 Path

Name: Example Development

Description ¹	Source of Info (Attachments)	Input Standard	Input Proposed	Typical Units of Measure	Convert to Site kbtu	Standard = Baseline	Proposed	Units	Minimum % Reduction	Actual % Reduction
15.2.1 MINIMUM EFFICIENCY										
Title 24 Whole Building Performance	T24 UTIL-1, Part 1			Source TDV kbtu/sf-yr					15%	
15.2.2 CALCULATE BASELINE AND REDUCTIONS										
A. Energy Uses										
T24 Electricity	T24 UTIL-1, Part 2			Site KWH/year	3.413	-	-	kBtu		
T24 Gas	T24 UTIL-1, Part 2			Site Therms/year	100.000	-	-	kBtu		
T24 Lighting Outside and Uncond	Worksheet A-LTG			Site KWH/year	3.413	-	-	kBtu		
A. Summary of Efficiency of End Uses										
B. Renewable Energy Contributions										
PV: within Development	CSI calculation or PV-Watts ²	n/a		Site KWH output/year	3.413	n/a	-	kBtu		
PV: Credited from Project		n/a		Site KWH output/year	3.413	n/a	-	kBtu		
Solar Thermal: within Development	F-Chart or equal	n/a		Site kbtu offset/year	1.000	n/a	-	kBtu		
Other	as appropriate	n/a		as appropriate		n/a				
B. Combined Renewable Reductions										
C. Natural Ventilation									0% to 10%	
D. Chula Vista Program Savings										
Verified Electricity Savings	Confirm with Program Administrator	n/a		Site KWH	3.413		-	kBtu		
Verified Gas Savings		n/a		Site Therms	100.000		-	kBtu		
D. CV Program Combined Reduction										
E. Ongoing Measure & Verify									Required	
F. Demand Response Tariff									0% to 5%	
TOTAL REDUCTION FROM BASELINE (Must be at least 50% Reduction)										0.0%

NOTES TO WORKSHEET A

Note 1: If the Development includes more than one building, then use multiple Worksheets, or, add backup calculations or line items to this spreadsheet, as most appropriate.

Note 2: Final photovoltaic design and output informatio shall use industry standard software, including at least site location, array orientation, array tilt, and system efficiency. California Solar Initiative (CSI) rebate calculations and PV-Watts are examples of acceptable software.

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EXHIBIT 3

Worksheet A-LTG: Lighting Outside and in Interior Unconditioned Spaces

Name: Example Development

Category ¹	Source of Info (Attachments)	T24 Allowed Watts	Proposed Watts	Occupancy	hours /day ²	Days /year	Hours /year	Standard KWH/yr	Proposed KWH/yr
Unconditioned spaces	T24 LTG Forms						-	-	-
Unconditioned spaces	T24 LTG Forms						-	-	-
Unconditioned spaces	T24 LTG Forms						-	-	-
Unconditioned spaces	T24 LTG Forms						-	-	-
Unconditioned spaces	T24 LTG Forms						-	-	-
General Site Illumination (Tradable)	T24 OLTG Forms						-	-	-
General Site Illumination (Tradable)	T24 OLTG Forms						-	-	-
General Site Illumination (Tradable)	T24 OLTG Forms						-	-	-
General Site Illumination (Tradable)	T24 OLTG Forms						-	-	-
General Site Illumination (Tradable)	T24 OLTG Forms						-	-	-
Specific Applications (Non-Tradable)	T24 OLTG Forms						-	-	-
Specific Applications (Non-Tradable)	T24 OLTG Forms						-	-	-
Specific Applications (Non-Tradable)	T24 OLTG Forms						-	-	-
Signs (Non-Tradable)	T24 OLTG Forms						-	-	-
Signs (Non-Tradable)	T24 OLTG Forms						-	-	-
Totals (Subtotals are inputs to Worksheet A)								-	-

NOTES TO WORKSHEET A-LTG

Note 1: If more lines are needed, create a spreadsheet in similar format, and enter above, as appropriate.

Note 2: For average runtimes, use the hours in this chart, unless proposer demonstrates to the Bldg Department's satisfaction that a different value should be used.

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EXHIBIT 3

SAMPLE Worksheet B: LEED Path

Name: Example Development

Description	Source of Info (Attachments)	Standard or Baseline	Proposed	Typical Units of Measure	Virtual Rate	Baseline	Proposed	Units	Minimum % Reduction	Actual % Reduciton
15.2.1 MINIMUM EFFICIENCY										
Title 24 Whole Building Performance	T24 UTIL-1, Part 1			Source TDV kbtu/sf-yr					15%	
15.2.2 CALCULATE BASELINE AND REDUCTIONS										
A. Energy Costs: LEED Performance Rating Method (PRM) EAp2/c1 Letter Template										
Conditioned Building(s)	LEED EAp2/c1 Letter Template	Included	Included							
Other energy uses on site		Included	Included							
Lighting: Outside and Uncond		Included	Included							
Onsite Renew Energy: Development		Included	Included							
Campus Renew Energy: Project		Included	Included							
Other		Included	Included							
Natural Ventilation		May be included in LEED EAp2/c1, OR, use Worksheet C								
Electricity (Summary)	LEED EAp2/c1			kWh	#DIV/0!			Site \$		
Natural Gas (Summary)	Section 1.8			therms	#DIV/0!			Site \$		
A. Summary of Efficiency of Energy Costs	Summary ¹					\$ -	\$ -	Site \$		
B. Combined Renewable Reductions	Included in EAp2/c1 above									
C. Natural Ventilation	May be included in LEED EAp2/c1 above, OR, use Worksheet C									
Alternate:	Worksheet C						0% to 10%			
D. Chula Vista Program Savings	Confirm with Program Administrator									
Verified Electricity Savings				Site KWH	#DIV/0!		#DIV/0!	Site \$		
Verified Gas Savings				Site Therms	#DIV/0!		#DIV/0!	Site \$		
D. CV Program Combined Reduction										
E. Ongoing Measure & Verify	LEED EAc5. See Worksheet E.									
F. Demand Response Tariff	Worksheet F						0% to 5%			
TOTAL REDUCTION FROM BASELINE (Must be at least 50% Reduction)										0.0%

NOTES TO WORKSHEET B

Note 1: LEED EAp2/c1 Letter Template: Section 1.8, "Energy Cost and Consumption by Energy Type - Performance Rating Method Compliance Table"

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EXHIBIT 3

SAMPLE Worksheet C: Natural Ventilation

Name: Example Development

When using Natural Ventilation (NV) to qualify as an energy reduction feature for this Agreement, the Development may qualify for a waiver if at least 75% of the area that would normally cooled includes effective natural ventilation strategies to help maintain comfortable temperatures. A 5% waiver is granted if the area is also served by an energy or cooling system drawing energy from the grid. A 10% waiver is granted if the area is not served by an energy or cooling system drawing from the grid. The waiver may be prorated if the area is less than 75%. Final determination of normally cooled areas are at the discretion of the Building Department. For example, in CA Climate Zone 7, spaces such as warehouses and kitchens do not normally have electric cooling.

Two approaches are possible:

1. A Development may use a performance approach, such as macro-flow or Computational Fluid Dynamics (CFD) modeling, to design and confirm the maintenance of comfort using natural ventilation techniques.
2. As an alternate, the prescriptive calculations outlined in the Collaborative for High Performance Schools (CHPS) may be used. CHPS identifies an approach to achieving ventilation strategies which are likely to be effective in helping to maintain interior comfort when outside conditions are moderate. Even though the CHPS program targets school campuses, the approach is useful for many occupancies. It is publicly available at www.chps.net. Suggested references are from CHPS 2006 Volume II Best Practices Manual - Design, HVAC Guidelines, Sections TC 13 (Cross Ventilation), TC-14 (Stack Ventilation), and TC-15 (Ceiling Fans).

The designer should follow the CHPS guidelines. To satisfy the prescriptive approach, the following table may be used. Inlets and Outlets should each be at least 4% of the floor area of the space, totalling at least 8%. Ideally they are on opposite sides, but at a minimum may be on perpendicular walls. Inlets are to be on the side which is typically windward, and lower than outlets.

Space Name	Source of Cooling	Conditioned Floor Area (CFA)	Qualifying CFA	Performance or Prescriptive Calculation	Prescriptive: Inlet (Windward)			Prescriptive: Outlet (Leeward)					
					Area	Orientation	% CFA	Area	Orientation	% CFA	higher than inlet	opposite or corner wall	
Space A	NV with grid cooling												
Space B	NV with grid cooling												
Space C	NV with grid cooling												
Subtotal:			0										
Space D	NV only												
Space E	NV only												
Space F	NV only												
Subtotal:			0										
Other spaces	no NV												
Total Normally Conditioned Floor Area													

CFA which is Naturally Ventilated, with Grid Cooling	0
Energy Reduction Allowed	

CFA Which is Naturally Ventilated Only	0
Energy Reduction Allowed	

Combined Energy Reduction Allowed	
--	--

CFA: NV + grid	Reduction
0%	0%
15%	1%
30%	2%
45%	3%
60%	4%
75%	5%

CFA: NV Only	Reduction
0%	0%
15%	2%
30%	4%
45%	6%
60%	8%
75%	10%

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EXHIBIT 3

SAMPLE Worksheet D: Chula Vista Energy Efficiency Program

Name: Example Development

Refer to the appropriate City ordinances for details on this program, including, but not limited to:

City of Chula Vista Municipal Code Section 15.12 "Green Building Standards Ordinance"

City of Chula Vista Municipal Code Section 15.26.030 "Increase Energy Efficiency Ordinance"

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EXHIBIT 3

SAMPLE Worksheet E: Ongoing Measurement & Verification (M&V)

Name: Example Development

Develop and implement a Measurement and Verification (M&V) Plan consistent with the International Performance Measurement and Verification Protocol (IPMVP) Volume III, Concepts and Options for Determining Energy Savings in New Construction, April 2003. The Development may choose either Option B or Option D.

M&V shall be on-going for the length of the lease.

Tenants shall have sub-meters for electricity. Sub-meters for gas and water should also be considered, but are not required.

The plan shall include a process for corrective action if energy performance goals are not achieved as planned. Refer to ASHRAE Guideline 14 for suggested ranges of discrepancy, appropriate to the meter, magnitude of energy uses, and overall plan.

If the LEED Path is chosen, the M&V Plan should be consistent with EAc5, except that LEED only requires one year of implementation, and the Energy Section of this Agreement requires M&V to be ongoing.

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EXHIBIT 3

SAMPLE Worksheet F: Demand Response Tariffs

Name: Example Development

If the development chooses an SDG&E Demand Response tariff in which the customer has the option to manually or semi-automatically reduce electricity use when requested by the utility, then it will be awarded a 3 % waiver towards the overall energy reduction.

If the development chooses an SDG&E Demand Response tariff in which the utility can automatically reduce the customer's electricity use, then it will be awarded a 5 % waiver towards the overall energy reduction.

Meter(s)	Tariff	Manual or Semi-Automatic: Customer Controlled: 3%	Automatic, or Utility Controlled: 5%	% Reduction Awarded

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EXHIBIT 3

Links for References used in EXHIBIT 3

Title 24 Building Energy Efficiency Standards	www.energy.ca.gov/title24/
Collaborative for High Performance Schools (CHPS) CHPS 2006 Volume II Best Practices Manual - Design	www.chps.net/dev/Drupal/node/31
IPMVP, Volume III, Concepts and Options for Determining Energy Savings in New Construction, April 2003.	www.evo-world.org Products & Services / IPMVP / Applications Volume III
Leadership in Energy and Environmental Design (LEED™)	www.usgbc.org
City of Chula Vista sponsored energy efficiency program	
Living Building Challenge	www.ilbi.org

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Exhibit 4

Covenants and Agreements of District With Respect to Job Quality

In evaluating responses to requests for qualifications and requests for proposals ("RFQ/RFPs") issued by the District with respect to the master development and operation of the Resort and Conference Center ("RCC") on Parcel H-3 of the Chula Vista Master Plan ("CVBMP") area and the entities with which the District contracts for the development and operation of the RCC, the District will give considerable weight and preference to any proposal submitted in response to the RFQ/RFP which:

1. With regard to both RCC operations and RCC construction, effectively commits to reduce or to eliminate the risk of labor strife which would (i) have an adverse financial effect on the District's proprietary interest in the on-time and on-budget completion and long-term operations of the RCC or (ii) jeopardize or delay achievement of the District's policy objectives with respect to the CVBMP;
2. Commits to a local jobs policy that will impose the following criteria on the construction workforce for the project:
 - a. Not less than 70% of total work hours by residents of San Diego County; and
 - b. Not less than 10% of total work hours by disadvantaged workers;
3. Includes a stated preference for contractors or subcontractors headquartered in, or for five years prior to the bid has maintained an office in, San Diego County; and
4. Includes a stated preference for developers utilizing a prequalification process to ensure use of reputable contractors and subcontractors on the RCC which relies on contractor/subcontractor financial, organizational, historic, claims, safety and performance information similar to the information described in Part II and Part III of the publication titled Pre-Qualification of Contractors Seeking to Bid on Public Works Projects, published by the California Department of Industrial Relations in 1999.

The foregoing language will be included in RFQ/RFPs issued by the District with respect to the RCC.

Re Authorization to Enter Into]
]
Chula Vista Bayfront Master Plan]
]
Settlement Agreement]
<hr/>	
]

RESOLUTION 2010-76

WHEREAS, since 2002, the San Diego Unified Port District (District) and the City of Chula Vista (City) have been engaged in a joint planning process for the redevelopment of the Chula Vista Bayfront, resulting in the Chula Vista Bayfront Master Plan; and

WHEREAS, the joint planning process has included broad stakeholder and community involvement in many forms, including without limitation numerous public outreach meetings; and

WHEREAS, the District proposes to amend its Master Plan to provide for the Redevelopment of the Chula Vista Bayfront (Proposed Project), which consists of approximately 556 acres of land and water, located on the southeastern edge of San Diego Bay in the City of Chula Vista; and

WHEREAS, in conjunction with the District's proposed amendment to its Master Plan, the City proposes to amend its General Plan, Mid-Bayfront Specific Plan and Local Coastal Plan, which will include implementation of future coastal development permits, tentative maps and final maps; and

WHEREAS, the District, as the lead agency, has prepared a Revised Draft Environmental Impact Report (Revised Draft EIR) for the Chula Vista Bayfront Master Plan and Master Plan Amendment in compliance with the California Environmental Quality Act (CEQA), and said Revised Draft EIR is on file in the office of the District Clerk as Document No. 51101; and

WHEREAS, the District has circulated the Revised Draft EIR for public review and comment, received comments on said Revised Draft EIR from public agencies, individuals and organizations including the Bayfront Coalition, and has prepared responses to the public comments received which are included in the Final Environmental Impact Report (Final EIR) prepared for the Proposed Project; and

WHEREAS, the Bayfront Coalition is composed of the Environmental Health Coalition, San Diego Audubon Society, San Diego Coastkeeper, Coastal Environmental Rights Foundation, Southwest Wetlands Interpretative Association, Surfrider Foundation, San Diego Chapter and Empower San Diego, which groups are committed to ensuring that the Proposed Project and its component parts are implemented in a manner that provides community benefits, including but not limited to preservation and protection of natural resources and the environment, job quality and housing; and

WHEREAS, the District, the City, and the Redevelopment Agency of the City of Chula Vista (RDA) wish to avoid litigation and to obtain the support of the Bayfront Coalition and its member organizations for approval of the Proposed Project, and the Bayfront Coalition wishes to obtain community benefits and additional measures for protection of natural resources and the environment; and

WHEREAS, the District, City, RDA, and the Bayfront Coalition desire to enter into a Chula Vista Bayfront Master Plan Settlement Agreement (Settlement Agreement) to set forth certain agreements and assumptions relative to the Proposed Project and the Settlement Agreement is intended to resolve any potential legal action, litigation or other action challenging the Proposed Project, to provide community benefits and additional measures for protection of the environment above and beyond those required by CEQA and any other Federal, State and local laws and regulations applicable to the Proposed Project, and to obtain the support of the Bayfront Coalition and its member organizations for the Proposed Project; and

WHEREAS, the Settlement Agreement acknowledges that the District, as the lead agency under CEQA, in its sole and absolute discretion, may certify or not certify the Final

EIR and may approve or not approve the Proposed Project, or may select any alternative, including the alternative of not going forward with the Proposed Project, or adopt any mitigation measure or condition which it determines is necessary and appropriate to reduce or avoid any potential environmental impact of the Proposed Project, or to comply with any applicable law or regulation, NOW THEREFORE,

BE IT RESOLVED by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

1. That the Executive Director of the District or his authorized representative is hereby authorized and directed to execute, on behalf of the District, the Chula Vista Bayfront Master Plan Settlement Agreement in the form attached hereto as Exhibit A, by and among the San Diego Unified Port District, a public corporation, the City of Chula Vista, a municipal corporation, the Redevelopment Agency of the City of Chula Vista, a redevelopment agency pursuant to the Community Redevelopment Law, and the Bayfront Coalition and its member organizations, the Environmental Health Coalition, San Diego Audubon Society, San Diego Coastkeeper, Coastal Environmental Rights Foundation, Southwest Wetlands Interpretative Association, Surfrider Foundation, San Diego Chapter, and Empower San Diego, and the Settlement Agreement shall be placed on file in the office of the District Clerk.

2. That the Settlement Agreement requires various financial commitments relative to staffing and other aspects, however, many of these fiscal aspects are not yet defined from a cost standpoint. The Settlement Agreement only affords expenditures related to the development and Settlement Agreement as afforded by law.

3. That the Settlement Agreement does not authorize any activities which may result in a significant impact on the environment. Instead, the Settlement Agreement is intended to resolve any potential legal action, litigation or other action challenging the Proposed Project and provides for additional protection of natural resources and the environment in the Chula Vista Bayfront Master Plan project area above and beyond that required by the CEQA and other applicable laws and regulations. The District has

reviewed the Settlement Agreement for compliance with the CEQA and has determined that there is no possibility that the activity may have a significant effect on the environment. Therefore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the District finds that the Settlement Agreement is not subject to CEQA.

ADOPTED this 4th day of May, 2010.

sw
5/4/10
attachment

CHULA VISTA BAYFRONT MASTER PLAN

SETTLEMENT AGREEMENT

This Chula Vista Bayfront Master Plan Settlement Agreement (“this Agreement”) is entered into as of this fourth day of May, 2010, by and among the BAYFRONT COALITION member organizations named below (collectively “Coalition”), the SAN DIEGO UNIFIED PORT DISTRICT, a public body corporate and politic (“District”), the CITY OF CHULA VISTA, a municipal corporation (“City”), and the REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA, a redevelopment agency pursuant to the Community Redevelopment Law, Health and Safety Code section 33000, et seq. (“RDA”), in light of the following facts and circumstances:

RECITALS

A. District has proposed an amendment to the Port Master Plan to provide a master plan for redevelopment of the Chula Vista Bayfront, which consists of approximately 556 acres of land and water located on the southeastern edge of San Diego Bay in the City of Chula Vista. In conjunction with the District’s amendment to the Port Master Plan, the City is amending its General Plan, Mid-Bayfront Specific Plan and Local Coastal Plan, which will include implementation of future coastal development permits, tentative maps and final maps (collectively, the “City’s Amendments”). The description contained in Chapter 3, including the Alternate L-Ditch Remediation Alternative contained in Section 5.7, of the DEIR (defined below), the proposed amendment to the Port Master Plan, the City’s Amendments, and the infrastructure and development projects proposed therein, will be referred to in this Agreement as the “Proposed Project”; and

B. District, as the lead agency, has prepared a draft environmental impact report for the Proposed Project in compliance with the California Environmental Quality Act (“CEQA”), Public Resources Code section 21000, et seq., and its implementing guidelines, California Code of Regulations, title 14, section 15000, et seq. (“CEQA Guidelines”), which is known as the *Draft Revised Environmental Impact Report (EIR) for the Chula Vista Bayfront Master Plan (UPD # 83356-EIR-658; SCH # 2005081077)* and which will be referred to in this Agreement as the “DEIR”; and

C. The District duly circulated the DEIR for public review and comment, received comments on the DEIR from public agencies, individuals and organizations, and is preparing responses to the public comments received which will be included in the final environmental impact report (“FEIR”) prepared for the Proposed Project; and

D. District, as the lead agency under CEQA, in its sole and absolute discretion, may certify or not certify the FEIR and may approve or not approve the Proposed Project or may select any alternative, including the alternative of not going forward with the Proposed Project, or adopt any mitigation measure or condition which it determines is necessary and appropriate to reduce or avoid any potential environmental impact of the Proposed Project or to comply with any applicable law or regulation; and

E. All or parts of the Proposed Project and the FEIR require the approval of other public agencies, including without limitation the California Coastal Commission (“CCC”), the State Lands

Commission, the City, the RDA, and other federal and state regulatory agencies with jurisdiction over natural resources which may be affected by the Proposed Project (“Resource Agencies”); and

F. Coalition is composed of the Environmental Health Coalition, San Diego Audubon Society, San Diego Coastkeeper, Coastal Environmental Rights Foundation, Southwest Wetlands Interpretative Association, Surfrider Foundation, San Diego Chapter and Empower San Diego, which are committed to ensuring that the Proposed Project and its component parts are implemented in a manner that provides community benefits including, but not limited to preservation and protection of natural resources and the environment, job quality and housing; and

G. In order to resolve any potential legal action, litigation or other action challenging the Project, the District, the City and the RDA wish to obtain the Coalition’s support for approval of the Proposed Project and the Coalition wishes to obtain additional measures for protection of the environment above and beyond those required by CEQA and any other federal, state and local laws and regulations applicable to the Proposed Project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein as though set forth in full.

2. **DEFINITIONS.** Unless the context otherwise indicates, whenever used in this Agreement, the following terms will have the meanings ascribed to them below:

2.1 “Adaptive Management Review” will mean review of the adopted NRMP and its achievement of Management Objectives with the goal of adjusting implementation measures to enhance achievement of the Management Objectives.

2.2 “BCDC” will have the meaning set forth in Section 13.1.

2.3 “Baseline” will have the meaning set forth in Section 15.2.2.

2.4 “CCC” will have the meaning set forth in Recital E.

2.5 “CEQA” will have the meaning set forth in Recital B.

2.6 “Coalition” will have the meaning set forth in the Introduction.

2.7 “DEIR” will have the meaning set forth in Recital B.

2.8 “Development” will have the meaning set forth in Section 15.1.

2.9 “Development Commencement” will mean the commencement of mass grading for any infrastructure or site development contemplated by the Proposed Project but specifically excluding construction of H Street or the grading of Parcels HP-5, H-13, H-14 and H-15.

2.10 “Disputing Party” will have the meaning set forth in Section 11.1.1

- 2.11 "District" will have the meaning set forth in the Introduction.
- 4.4.1.1. 2.12 "District Enforcement Personnel" will have the meaning set forth in Section 15.2.1.
- 2.13 "Energy Efficiency Requirement" will have the meaning set forth in Section 15.2.1.
- 2.14 "FEIR" will have the meaning set forth in Recital C.
- 2.15 "Findings" will mean the written findings as defined in Section 15091 of the CEQA Guidelines, adopted by District as the lead agency for the FEIR and by City or RDA as responsible agencies for the FEIR.
- 2.16 "JPA" will have the meaning set forth in Section 3.4.
- 2.17 "LEED Path" will have the meaning set forth in Section 15.2.2.
- 2.18 "MA II Notice" will have the meaning set forth in Section 12.2.2.
- 2.19 "MA Notice" will have the meaning set forth in Section 11.1.3.
- 2.20 "M&V Plan" will have the meaning set forth in Section 15.2.2.4.
- 2.21 "Management Objections" will have the meaning set forth in Section 4.1.
- 2.22 "Managing Agency" will have the meaning set forth in Section 11.1.2.
- 2.23 "MMRP" will have the meaning set forth in Section 4.4.6.1.
- 2.24 "No-Touch Buffer Areas" will have the meaning set forth in Section 4.1.3.
- 2.25 "Notice of Dispute" will have the meaning set forth in Section 11.1.1.
- 2.26 "NRMP" will have the meaning set forth in Section 3.
- 2.27 "NRMP Amendment" will have the meaning set forth in Section 3.3.
- 2.28 "Opposition Statements" will have the meaning set forth in Section 11.1.2.1.
- 2.29 "Passive" will have the meaning set forth in Section 6.1.
- 2.30 "Periodic Review" will have the meaning set forth in Section 3.3.
- 2.31 "PMP" will have the meaning set forth in Section 9.2.
- 2.32 "PMPA Cap" will have the meaning set forth in Section 9.2.
- 2.33 "Position Statement" will have the meaning set forth in Section 12.2.

2.34 “Predators” will have the meaning set forth in Section 4.1.3.

2.35 “Proposed Project” will have the meaning set forth in Recital A.

2.36 “PWC” will mean a motorboat less than sixteen feet in length which uses an inboard motor powering a jet pump as its primary motive power and which is designed to be operated by a person sitting, standing, or kneeling on, rather than in the conventional manner of sitting or standing inside the vessel.

2.37 “RDA” will have the meaning set forth in the Introduction.

2.38 “Renewable Energy” will have the meaning set forth in Section 15.2.2.1.

2.39 “Renewable Energy Site” will have the meaning set forth in Section 15.2.2.2.

2.40 “Resource Agencies” will have the meaning set forth in Recital E.

2.41 “RFP” will have the meaning set forth in Section 13.3.

2.42 “RFQ” will have the meaning set forth in Section 13.3.

2.43 “Title 24” will have the meaning set forth in Section 15.2.1.

2.44 “Title 24 Path” will have the meaning set forth in Section 15.2.2.

2.45 “Transition Buffer Areas” will have the meaning set forth in Section 4.1.4.

2.46 “Wildlife Advisory Group” will have the meaning set forth in Section 10.1.

2.47 “Wildlife Habitat Areas” will have the meaning set forth in Section 3.1.

3. **NATURAL RESOURCES MANAGEMENT PLAN.** In recognition of the sensitivity of the natural resources and the importance of protection, restoration, management and enforcement in protecting those resources, the District, City and RDA will cause to be prepared a Natural Resources Management Plan (“NRMP”) in accordance with this section. The NRMP will be designed to achieve the Management Objectives (defined below) for the Wildlife Habitat Areas (defined below). The NRMP will be an adaptive management plan, reviewed and amended as necessary by the District and City in compliance with the process described in Section 3.3 of this Agreement.

3.1 **WILDLIFE HABITAT AREAS DEFINED.** “Wildlife Habitat Areas” are defined as:

3.1.1 All National Wildlife refuge lands, currently designated and designated in the future, in the South San Diego Bay and Sweetwater Marsh National Wildlife Refuge Units. Anything in this Agreement to the contrary notwithstanding, National Wildlife Refuge lands are included in the definition of Wildlife Habitat Areas for the sole purpose of addressing adjacency impacts and not for the purpose of imposing affirmative resource management obligations with respect to the areas within the National Wildlife Refuge lands.

3.1.2 All District designated lands and open water areas in the Conservation Land Use Designations of Wetlands, Estuary, and Habitat Replacement as depicted in the Draft Precise Plan for Planning District 7.

3.1.3 Parcels 1g and 2a from the City's Bayfront Specific Plan.

3.1.4 No-Touch Buffer Areas as depicted on attached Exhibit 2.

3.1.5 The Wildlife Habitat Areas are depicted on attached Exhibit 1.

3.2 NRMP MANAGEMENT OBJECTIVES FOR WILDLIFE HABITAT AREAS. Taking into consideration the potential changes in functionality of Wildlife Habitat Areas due to rising sea levels, the NRMP will promote, at a minimum, the following objectives ("Management Objectives") for the Wildlife Habitat Areas:

3.2.1 Long term protection, conservation, monitoring, and enhancement of:

3.2.1.1 Wetland habitat, with regard to gross acreage as well as ecosystem structure, function, and value.

3.2.1.2 Coastal sage and coastal strand vegetation.

3.2.1.3 Upland natural resources for their inherent ecological values, as well as their roles as buffers to more sensitive adjacent wetlands. Upland areas in the Sweetwater and Otay Districts will be adaptively managed to provide additional habitat or protection to create appropriate transitional habitat during periods of high tide and taking into account future sea level rise.

3.2.2 Preservation of the biological function of all Bayfront habitats serving as avifauna for breeding, wintering, and migratory rest stop uses.

3.2.3 Protection of nesting, foraging, and rafting wildlife from disturbance.

3.2.4 Avoidance of actions within the Proposed Project area that would adversely impact or degrade of water quality in San Diego Bay or watershed areas or impair efforts of other entities for protection of the watershed.

3.2.5 Maintenance and improvement of water quality where possible and coordination with other entities charged with watershed protection activities.

3.3 CREATION, PERIODIC REVIEW AND AMENDMENT OF THE NRMP. The NRMP will be a natural resource adaptive management and monitoring plan initially prepared in consultation with the Wildlife Advisory Group, defined in Section 10.1, and reviewed and amended in further consultation with the Wildlife Advisory Group one year following adoption of the NRMP and annually thereafter for the first five years after adoption, after which it will be reviewed and amended as necessary every other year for the next six (6) years, then once every five (5) years thereafter, each in accordance with Section 10.5. If the RCC is not pursued in the first five (5) years after certification of the FEIR, this schedule will be amended to ensure that the NRMP is

evaluated every year for five years after the development of the RCC. The periodic review of the NRMP described in the preceding sentences is hereinafter called "Periodic Review." A material revision of the NRMP is hereinafter called an "NRMP Amendment." Nothing in the foregoing schedule requirements will be interpreted to preclude a speedy response or revision to the NRMP if necessary to abate an emergency condition or to accommodate relevant new information consistent with the Management Objectives. Any permanent changes to the NRMP will be subject to Section 10.5. Preparation of the NRMP will begin within six months of the filing of the Notice of Determination for the FEIR by District and will be completed prior to the earlier of: (a) Development Commencement; (b) issuance of a Certificate of Occupancy for the Pacifica project; or (c) three years. Periodic Review will address, among other things, monitoring of impacts of development as it occurs and monitoring the efficacy of water quality improvement projects (if applicable) and management and restoration actions needed for resource protection, resource threats, management (i.e., sea-level rise, trash, window bird strikes, lighting impacts, bird flushing, water quality, fireworks, human-wildlife interface, education and interpretation programs, public access, involvement, and use plan, management of the human-wildlife interface, wildlife issues related to facilities, trails, roads, overlooks planning, and watershed coordination) and other issues affecting achievement of Management Objectives and related to Adaptive Management Review.

3.3.1 District and City will cause the preparation, consideration negotiation and approval of the NRMP including, staff and administrative oversight and engagement of such consultants as are reasonable and necessary for their completion, approval and amendment in accordance with this Agreement.

3.3.2 District and City will each provide a written notice of adoption ("Notice of Adoption") to other parties to this Agreement upon their respective approval of the NRMP.

3.4 SPECIFIC PROVISIONS REGARDING PERSONNEL AND FUNDING. Funding for the implementation of the NRMP will be provided by the District, City and RDA. To meet these obligations, the District, City and RDA will commit revenues or otherwise provide funding to a joint powers authority ("JPA") formed pursuant to the California Marks-Roos Act, Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code. District, City and RDA will ensure the JPA is specifically charged to treat the financial requirements of this Agreement as priority expenditures that must be assured as project-related revenues are identified and impacts initiated. The District, City and RDA expressly acknowledge the funding commitments contemplated herein will include, but not be limited to, funding for personnel and overhead or contractor(s)/consultant(s) to implement and ensure the following functions and activities:

3.4.1 On-site management and enforcement for parks and Wildlife Habitat Areas as necessary to enforce restrictions on human and Predator access regarding Wildlife Habitat Areas;

3.4.2 Enforcement of mitigation measures including, but not limited to, trash collection, noise restrictions, removal of invasive plants, habitat restoration, and park use restrictions;

3.4.3 Coordination, development, implementation and evaluation of effectiveness of education and mitigation programs, including implementation of NRMP;

3.4.4 Evaluation of effectiveness of bird strike mitigation and design measures;

3.4.5 Water quality protections; and

3.4.6 Coordination of injured animal rehabilitation activities.

3.5 **PACIFICA INITIAL SALE UNIT CONTRIBUTION.** Pacifica Initial Sale Unit Contribution Funds shall be directed to the JPA and placed into a Community Benefits Fund that will be non-wasting, with interest revenues committed to the specific broad categories of: Natural Resources; Affordable Housing; Sustainability/Livability; and Community Impacts and Culture. The Community Benefits Fund revenues shall be spent within the Project Area and Western Chula Vista as further described in Section 10.6, subject to applicable law.

4. **IMPLEMENTATION OF NRMP.** The following Management Objectives and minimum performance standards shall guide the preparation of the NRMP.

4.1 **MANAGEMENT OBJECTIVES.** In addition to Section 3.2, the NRMP will achieve the following Management Objectives:

4.1.1 Ensure the Port, City and RDA are not required to expend funds for NRMP implementation until project-related revenues are identified in accordance with Section 3.4 and impacts initiated.

4.1.2 Require coordination with the Resource Agencies of the District's, City's and Resource Agencies' respective obligations with respect to the Buffer Areas and Wildlife Habitat Areas.

4.1.3 Designate "No-Touch Buffer Areas" as that term is defined in the Project description of the FEIR and as depicted in Exhibit 2. Such areas will contain fencing designed specifically to limit the movement of domesticated, feral, and nuisance predators (e.g. dogs, cats, skunks, opossums and other small terrestrial animals [collectively, "Predators"]) and humans between developed park and No-Touch Buffer Areas and Wildlife Habitat Areas. The fence will be a minimum 6-foot high, black vinyl chain link fence or other suitable barrier (built to the specifications described in the FEIR). Fence design may include appropriate locked access points for maintenance and other necessary functions. Installation of the fence will include land contouring to minimize visual impacts of the fence. The installation of such fencing in the Sweetwater and Harbor Districts must be completed prior to the issuance of Certificates of Occupancy for development projects on either Parcel H-3 or H-23 and in conjunction with development or road improvements in the Sweetwater District with the exception of Parcel S-4 which will retain the existing fencing until that parcel is redeveloped and the fencing of the No-Touch Buffer installed.

4.1.4 Prohibit active recreation, construction of any road (whether paved or not), within No-Touch Buffer Areas, "Transition Buffer Areas" and "Limited Use Buffer Areas" as

those terms are defined in the Project description of the FEIR and as depicted in Exhibit 2, with the exception of existing or necessary access points for required maintenance.

4.1.5 Protect the No-Touch Buffer Areas from the impacts of the Proposed Project including, without limitation, fencing necessary to protect the Sweetwater Marsh and the Sweetwater parcel tidal flats, the J Street Marsh next to the SDB Refuge and the north side of Parcel H-3.

4.1.6 Include additional controls and strategies restricting movement of humans and Predators into sensitive areas beyond the boundaries of the designated Buffer Areas.

4.1.7 Require the Recreational Vehicle Park to install fencing or other barriers sufficient to prevent passage of Predators and humans into sensitive adjacent habitat.

4.1.8 Require all dogs to be leashed in all areas of the Proposed Project at all times except in any designated and controlled off-leash areas.

4.1.9 Impose and enforce restrictions on all residential development to keep cats and dogs indoors or on leashes at all times. Residential developments will be required to provide education to owners and/or renters regarding the rules and restrictions regarding the keeping of pets.

4.2 **WALKWAY AND PATH DESIGN.** Detail conditions and controls applicable to the walkways, paths, and overlooks near Wildlife Habitat Areas and outside of the No-Touch Buffer Areas in accordance with the following:

4.2.1 Alignment, design, and general construction plans of walkways and overlooks will be developed to minimize potential impacts to Wildlife Habitat Areas.

4.2.2 Path routes will be sited with appropriate setbacks from Wildlife Habitat Areas.

4.2.3 Paths running parallel to shore or marsh areas that will cause or contribute to bird flushing will be minimized throughout the Proposed Project.

4.2.4 Walkways and overlooks will be designed to minimize and eliminate, where possible, perching opportunities for raptors and shelter for skunks, opossums or other Predators.

4.2.5 Walkways and overlooks that approach sensitive areas must be blinded, raised, or otherwise screened so that birds are not flushed or frightened. In general, walkway and overlook designs will minimize visual impacts on the Wildlife Habitat Areas of people on the walkways.

4.3 **PREDATOR MANAGEMENT.** The NRMP will include provisions designed to manage Predator impacts on Wildlife Habitat Areas which will include and comply with the following:

4.3.1 Year-round Predator management will be implemented for the life of the Proposed Project with clearly delineated roles and responsibilities for the District, City and Resource Agencies. The primary objective of such provisions will be to adequately protect terns, rails, plovers, shorebirds, over-wintering species, and other species of high management priority as determined by the Resource Agencies.

4.3.2 Predator management will include regular foot patrols and utilize tracking techniques to find and remove domestic or feral animals.

4.3.3 Address Predator attraction and trash management for all areas of the Proposed Project by identifying clear management measures and restrictions. Examples of the foregoing include design of trash containers, including those in park areas and commercial dumpsters, to be covered and self-closing at all times, design of containment systems to prevent access by sea gulls, rats, crows, pigeons, skunks, opossums, raccoons, and similar animals and adequate and frequent servicing of trash receptacles.

4.3.4 All buildings, signage, walkways, overlooks, light standards, roofs, balconies, ledges, and other structures that could provide line of sight views of Wildlife Habitat Areas will be designed in a manner to discourage their use as raptor perches or nests.

4.4 **ADDITIONAL HABITAT MANAGEMENT AND PROTECTION.**

4.4.1 The District will exercise diligent and good faith efforts to enter into the following cooperative agreements with the USFWS or other appropriate agency or organization:

4.4.1.1 An agreement providing for the long-term protection and management of the sensitive biological habitat running north from the South Bay Boatyard to the Sweetwater River Channel (known as the Sweetwater Tidal Flats) and addressing educational signage, long-term maintenance, and additional protection measures such as increased monitoring and enforcement, shared jurisdiction and enforcement by District personnel with legal authority to enforce applicable rules and regulations ("District Enforcement Personnel"), shared jurisdiction and enforcement by District Enforcement Personnel and other appropriate Resource Agencies of resource regulations, and placement of enforcement signage. Subject to the cooperation of the applicable Resource Agency, such cooperative agreement will be executed prior to the Development Commencement of any projects subject to District's jurisdiction within the Sweetwater or Harbor Districts.

4.4.1.2 An agreement for the long-term protection and management of the J Street Marsh and addressing additional protective measures such as educational signage, long-term maintenance, and monitoring and enforcement by District Enforcement Personnel and enforcement of resource regulations by District Enforcement Personnel and other Resource Agencies and placement of enforcement signage. Subject to the cooperation of the applicable Resource Agency, such cooperative agreement will be executed prior to the Development Commencement within the Otay District.

4.4.1.3 If either of the cooperative agreements contemplated in Sections 4.4.1.1 and 4.4.1.2 is not achievable within three (3) years after FEIR certification, the

District will develop and pursue another mechanism that provides long-term, additional protection and natural resource management for these areas.

4.4.2 The District will include an analysis of the appropriate level and method for wetland and marine life habitat restoration of the intake/discharge channels associated with the South Bay Power Plant in the environmental review document for the demolition of the South Bay Power Plant.

4.4.3 The FEIR Project Description will be revised to include, within Parcel SP-2, a permanent 100-foot-wide buffer for the seasonal wetland from proposed development. The PMP Amendment will also be revised to reflect the permanent buffer width within Parcel SP-2.

4.4.4 The FEIR Project Description for Parcel S-4 will be revised to add the requirement for the fencing of the 100-foot buffer on the north side of the parcel prior to any physical alterations of the site. In addition, the FEIR Project Description for parcels S-4 and S-1 will be amended to clarify that at the time project specific development is proposed on these parcels, shading impacts, appropriate setbacks, step backs, and/or height reductions, will be analyzed as part of the necessary subsequent environmental review for those projects.

4.4.5 As a future and separate project, the District will investigate, in consultation with the USFWS, the feasibility of restoring an ecologically meaningful tidal connection between the F & G Street Marsh and the upland marsh on parcel SP-2 consistent with USFWS restoration concepts for the area. At a minimum, the investigation will assess the biological value of tidal influence, the presence of hazardous materials, necessary physical improvements to achieve desired results, permitting requirements, and funding opportunities for establishing the tidal connection. This investigation will be completed prior to the initiation of any physical alteration of SP-2, F Street, and/or the F & G Street Marsh. In addition, once emergency access to the Proposed Project area has been adequately established such that F Street is no longer needed for public right-of-way, the District and City will abandon/vacate the F Street right-of-way for vehicular use, but may reserve it for pedestrian and bicycle use if ecologically appropriate.

4.4.6 In addition to the standards described above, the NRMP will include:

4.4.6.1 All elements which address natural resource protection in the FEIR Mitigation Monitoring and Reporting Program ("MMRP") including but not limited to those which assign responsibility and timing for implementing mitigation measures consistent with the City's MSCP Subarea Plan;

4.4.6.2 Pertinent sections of the MSCP Subarea Plan;

4.4.6.3 References to existing District policies and practices, such as Predator management programs and daily trash collections with public areas and increase service during special events;

4.4.6.4 Establishment of design guidelines to address adjacency impacts, such as storm water, landscape design, light and noise and objectives as discussed in Sections 4.6, 4.7, 4.8 and 4.9, below;

4.4.6.5 Establishment of baseline conditions and management objectives; and

4.4.6.6 Habitat enhancement objectives and priorities.

4.5 BIRD STRIKES AND BIRD DISORIENTATION. Use of reflective coatings on any glass surface will be prohibited. Buildings will employ the measures described in Mitigation Measure 4.8-23 of the FEIR to the maximum extent practicable. Structural design will include secondary and tertiary setbacks and, to the maximum extent practicable, balconies and other elements will step back from the water's edge.

4.5.1 Buildings will be sited and designed to minimize glass and windows facing Wildlife Habitat Areas to the maximum extent possible. Design for towers on Parcel H-3 should avoid east-west monolith massing and should include architectural articulation.

4.5.2 Parcels containing surface parking, such as those depicted for the Sweetwater District, will be designed with parking lots nearer Wildlife Habitat Areas. Site plans on parcels adjacent to Wildlife Habitat Areas will maximize distance between structures and such areas.

4.5.3 Project design standards will encourage window stenciling and angling.

4.5.4 Bird strikes must be monitored in accordance with the NRMP and measures developed to address persistent problem areas. Nighttime lighting in tower buildings must be addressed and evaluated through adaptive management. Minimization of impacts of buildings on birds and the Wildlife Habitat Areas will be a priority in the selection of window coverings, glass color, other exterior materials, and design of exterior lighting and lighting of signs.

4.5.5 The tallest buildings on Parcel H-3 will be located generally on the southern portion of the parcel with building heights decreasing towards the north and west. The foregoing will not be interpreted to preclude incorporating secondary and tertiary setbacks along public streets.

4.6 STORM WATER AND URBAN RUNOFF QUALITY.

4.6.1 Vegetation-based storm water treatment facilities, such as natural berms, swales, and detention areas are appropriate uses for Buffer Areas so long as they are designed using native plant species and serve dual functions as habitat areas. Provisions for access for non-destructive maintenance and removal of litter and excess sediment will be integrated into these facilities. In areas that provide for the natural treatment of runoff, cattails, bulrush, mulefat, willow, and the like are permissible.

4.6.2 Storm water and non-point source urban runoff into Wildlife Habitat Areas must be monitored and managed so as to prevent unwanted ecotype conversion or weed invasion. A plan to address the occurrence of any erosion or type conversion will be developed and implemented, if necessary. Monitoring will include an assessment of stream bed scouring and habitat degradation, sediment accumulation, shoreline erosion and stream bed widening, loss of aquatic species, and decreased base flow.

4.6.3 The use of persistent pesticides or fertilizers in landscaping that drains into Wildlife Habitat Areas is prohibited. Integrated Pest Management must be used in all outdoor, public, buffer, habitat, and park areas.

4.6.4 Fine trash filters (as approved by the agency having jurisdiction over the storm drain) are required for all storm drain pipes that discharge toward Wildlife Habitat Areas.

4.7 **LANDSCAPING AND VEGETATION.** The following landscape guidelines will apply to the Proposed Project area:

4.7.1 Invasive plant species (as defined in Appendix 4.8-7 of the FEIR or listed in the California Invasive Plant Inventory list or California Invasive Plant Inventory Database or updates) will not be used in the Proposed Project area. Any such invasive plant species that establishes itself within the project area will be immediately removed to the maximum extent feasible and in a manner adequate to prevent further distribution into Wildlife Habitat Areas.

4.7.2 Only designated native plants will be used in No-Touch Buffer Areas, habitat restoration areas, or in the limited and transitional zones of Parcel SP-1 adjacent to Wildlife Habitat Areas.

4.7.3 Non-native plants will be prohibited adjacent to Wildlife Habitat Areas and will be strongly discouraged and minimized elsewhere where they will provide breeding of undesired scavengers.

4.7.4 No trees will be planted in the No-Touch Buffer Areas or directly adjacent to a National Wildlife Refuge, J Street Marsh, or SP-2 areas where there is no Buffer Area.

4.8 **LIGHTING AND ILLUMINATION.**

4.8.1 All roadways will be designed, and where necessary edges bermed, to ensure penetration of automobile lights in the Wildlife Habitat Areas will be minimized, subject to applicable City and District roadway design standards.

4.8.2 Explicit lighting requirements to minimize impacts to Wildlife Habitat Areas will be devised and implemented for all Bayfront uses including commercial, residential, municipal, streets, recreational, and parking lots. Beacon and exterior flood lights are prohibited where they would impact a Wildlife Habitat Area and use of this lighting should be minimized throughout the project. All street and walkway lighting should be shielded to minimize sky glow.

4.8.3 To the maximum extent feasible, all external lighting will be designed to minimize any impact to Wildlife Habitat Areas, and operations and maintenance conditions and procedures will be devised to ensure appropriate long-term education and control. To the maximum extent feasible, ambient light impacts to the Sweetwater or J Street Marshes will be minimized.

4.8.4 In Sweetwater and Otay District parks, lighting will be limited to that which is necessary for security purposes. Security lighting will be strictly limited to that required by applicable law enforcement requirements. All lighting proposed for the Sweetwater and Otay District parks and the shoreline promenade will be placed only where needed for human safety.

Lights will be placed on low-standing bollards, shielded, and flat bottomed, so the illumination is directed downward onto the walkway and does not scatter. Lighting that emits only a low-range yellow light will be used since yellow monochromatic light is not perceived as natural light by wildlife and minimizes eco-disruptions. No night lighting for active sports facilities will be allowed.

4.8.5 Sweetwater and Otay District parks will open and close in accordance with District Park Regulations.

4.8.6 Laser light shows will be prohibited.

4.8.7 Construction lighting will be controlled to minimize Wildlife Habitat Areas impacts.

4.9 **NOISE.**

4.9.1 Construction noise must be controlled to minimize impact to Wildlife Habitat Areas.

4.9.2 A maximum of three (3) fireworks events can be held, all outside of Least Tern nesting season except 4th of July, which may be allowed if in full regulatory compliance and if the nesting colonies are monitored during the event and any impacts reported to the Wildlife Advisory Committee so they can be addressed. All shows must comply with all applicable water quality and species protection regulations. All shows must be consistent with policies, goals, and objectives in NRMP.

4.10 **EDUCATION.** An environmental education program will be developed and implemented and will include the following:

4.10.1 The program must continue for the duration of the Proposed Project and must target both residential and commercial uses as well as park visitors.

4.10.2 The program's primary objective will be to educate Bayfront residents, visitors, tenants and workers about the natural condition of the Bay, the ecological importance of the Proposed Project area and the public's role in the restoration and protection of wildlife resources of the Bay.

4.10.3 The program will include educational signage, regular seminars and interpretive walks on the natural history and resources of the area, regular stewardship events for volunteers (shoreline and beach cleanups, exotic plant removal, etc.).

4.10.4 Adequate annual funding for personnel or contractor/consultant and overhead to ensure implementation of the following functions and activities in collaboration with the Chula Vista Nature Center or US Fish and Wildlife Service:

4.10.5 Coordination of Volunteer programs and events;

4.10.6 Coordination of Interpretive and educational programs;

4.10.7 Coordination of Tenant, resident and visitor educational programs;

4.10.8 Docent educational; and

4.10.9 Enhancements and restoration events.

4.11 BOATING IMPACTS.

4.11.1 All boating, human and pet intrusion must be kept away from the F&G Street channel mouth and marsh.

4.11.2 Water areas must be managed with enforceable boating restrictions. The District will exercise diligent and good faith efforts to enter into a cooperative agreement with the Resource Agencies and Coast Guard to ensure monitoring and enforcement of no-boating zones and speed limit restrictions to prevent wildlife disturbances.

4.11.3 No boating will be allowed in vicinity of the J Street Marsh or east of the navigation channel in the Sweetwater District during the fall and spring migration and during the winter season when flocks of birds are present.

4.11.4 All rentals of PWCs will be prohibited in the Proposed Project area.

4.11.5 Use PWCs will be prohibited in Wildlife Habitat Areas, subject to applicable law.

4.11.6 A five (5) mile per hour speed limit will be enforced in areas other than the navigation channels.

4.11.7 Nothing in this section shall preclude bona fide research, law enforcement, or emergency activities.

5. RESTORATION PRIORITIES. The following will supplement the description of the conceptual mitigation opportunities in the FEIR (including Appendix 4.8-8 (Mitigation Opportunities). The parties understand and acknowledge that the following restoration priorities will not be included in the NRMP but rather will be applicable (i) if and only to the extent that District or City are required to restore degraded habitat in accordance with the terms of the MMRP or (ii) to establish priorities for District's pursuit of grant funding.

5.1 Restoration priorities for the Proposed Project are those mitigation opportunities in the FEIR as depicted in the conceptual mitigation opportunities (figures 4.8-23 and 4.8-26) and the projects located in the South Bay in the District's Adopted Restoration and Enhancement Plan.

5.2 With the exception of the restoration described in Section 6.4, shoreline/marsh interface restorations in the Sweetwater and Otay Districts should be natural and gradually sloped and planted with salt marsh and upland transition plants in a manner that will stabilize the bank without the need for additional riprap areas. Upland slopes should be contoured to provide a very gentle grade so as to maximize tidal elevation of mudflats, salt marsh habitat and upland transition

areas. This area should be wide enough to encourage or allow wildlife to move between the Sweetwater marsh and the F&G Street marsh and between the J Street Marsh and the South San Diego Bay Unit of the NWR. The shoreline should be improved and restored to facilitate a more effective upland refuge area for species during high tides and to accommodate the impacts from global sea rise.

5.3 The Telegraph Creek should be improved to be a more natural channel as part of the redevelopment of the Otay District. Efforts to naturalize and revegetate the creek will be maximized as is consistent with its function as a storm water conveyance.

5.4 The District will perform an analysis of the appropriate level and method for environmental restoration of the intake/discharge channels associated with the South Bay Power Plant in the environmental review document for the demolition of the power plant.

5.5 Clarifying language will be added to the FEIR to state that the removal of Lagoon Drive/E Street will be done as part of the E Street extension improvement project.

6. SWEETWATER AND OTAY DISTRICT PUBLIC PARK REQUIREMENTS. Sweetwater and Otay District Public Parks will meet the following minimum standards in addition to those described above:

6.1 The parks will be Passive in nature and encourage Passive recreation, be low-impact and contain minimal permanent structures. Structures will be limited to single-story heights and will be limited in function to restrooms, picnic tables, tot lots, shade structures and overlooks. For the purposes of this Agreement, the term "Passive" will mean that which emphasizes the open-space aspect of a park and which involves a low level of development, including picnic areas and trails. In contrast, active recreation is that which requires intensive development and includes programmable elements that involve cooperative or team activity, including, ball fields and skate parks.

6.2 The parks will be constructed using low water-use ground cover alternatives where possible.

6.3 Pedestrian and bike trails will be segregated where feasible. A meandering public trail will be provided along the entire length of the Bayfront. The meandering trail within the Sweetwater Park and adjacent to Buffer Areas will not be paved.

6.4 The parks will not include athletic field amenities.

6.5 No unattended food vending will be allowed.

6.6 The parks will include enforcement signage that prohibits tenants, employees, residents, or visitors from feeding or encouraging feral cat colonies and prevents feral cat drop-off or abandonment of pets; and prohibits leash free areas near buffers.

6.7 Due to their immediate adjacency to Wildlife Habitat Areas, the following restrictions will apply to parks located within the Sweetwater and Otay Districts:

6.7.1 Such parks will be designated as Passive use parks and use of amplified sound equipment will be prohibited.

6.7.2 Reservations for group events and activities will be prohibited.

7. **PHASE I SIGNATURE PARK IMPROVEMENTS.** Phase I Signature Park improvements (including development of Parcel S-2, within the Transition Buffer Areas and Limited Use zones of parcel SP1, and the fencing of the No-Touch Buffer Area of Parcel SP1) will be completed prior to the issuance of Certificates of Occupancy for projects developed on either Parcel H-3 or H-23 and after any additional necessary environmental review. The public participation process for the design of the parks (see BCDC process described in Section 13 below) will be completed prior to District staff seeking concept approval from the Board of Port Commissioners. The concept approval for the Signature Park will include a refined plan to address the linkage between the parks over the F and G Street Channel. The design will ensure that the linkage between the two parks is easily accessed, obvious, and allows visitors to flow naturally and safely between the two parts of the park. A separate pedestrian bridge will be evaluated and, if necessary, a supplemental environmental review will be performed to address any necessary issues prior to the concept approval being forwarded to the Board of Port Commissioners.

8. **HAZARDOUS WASTE REMOVAL STANDARDS.** Parcels contaminated with hazardous materials will be remediated to levels adequate to protect human health and the environment.

9. **H-3 DENSITIES.** The following provisions relate to the density of Parcel H-3.

9.1 The Project Description in the FEIR and the PMPA will be revised to include a reduced RCC maximum building height of 240 feet above ground level.

9.2 The Port Master Plan ("PMP") will establish a maximum number of hotel rooms allowed to be constructed within the boundary of the Chula Vista Bayfront Master Plan which will be 3,100 rooms with a maximum number of 2,850 hotel rooms within that portion of the CVBMP covered by the PMP amendment ("PMPA Cap").

9.3 The Findings adopted in connection with the approval of the FEIR and PMP amendment for the CVBMP will indicate that the full suite of mitigation measures described and required within the certified FEIR is sufficient to mitigate the construction of 1,600 rooms and 415,000 net square feet of conference facilities on Parcel H-3 at the program level.

9.4 Any proposal to construct more than 1,600 rooms on Parcel H-3 will require a supplement to the FEIR ("SEIR"). The SEIR will evaluate any areas needing additional analysis but, at a minimum, must include biological impacts, massing, visual, noise, shading, water supply, water quality, hazardous materials and environmental remediation, and will include discussion of the need for additional mitigation measures to reduce impacts associated with any increase in rooms proposed for Parcel H-3.

10. CREATION OF THE SOUTH BAY WILDLIFE ADVISORY GROUP.

10.1 A South Bay Wildlife Advisory Group (“Wildlife Advisory Group”) will be formed to advise the District and City in the creation of the NRMP, cooperative management agreements, Adaptive Management Review (defined below) and any related wildlife management and restoration plans or prioritizations. The Wildlife Advisory Group will also address management issues and options for resolution. The Wildlife Advisory Group will initiate and support funding requests to the District and City, identify priorities for use of these funds and engage in partnering, education, and volunteerism to support the development of the Proposed Project in a manner that effectively protects and enhances the fish, wildlife, and habitats of the area and educates and engages the public.

10.2 District and City will provide such administrative and staff support to the Wildlife Advisory Group as is necessary to perform the functions and achieve the goals described herein.

10.3 The Wildlife Advisory Group will be comprised of the following: one (1) representative from each Environmental Health Coalition, San Diego Audubon Society, San Diego Coastkeeper, Coastal Environmental Rights Foundation, Southwest Wetlands Interpretative Association, Surfrider Foundation, San Diego Chapter and Empower San Diego; two (2) representatives from the Chula Vista Nature Center (one from educational programs and one from programs/operations); up to three (3) representatives of major developers or tenants with projects in the CVBMP (including one from Pacifica Companies, which on completion, may be succeeded by a representative of its homeowner association); one (1) representative from the City’s Resource Conservation Commission; one (1) from either Harborside or Mueller elementary school or the School District; Western and Eastern Chula Vista residents selected by the City (one from Northwest, one from Southwest and one from east of I-805); one (1) representative from eco-tourism based business; two (2) individuals appointed by District; and representatives from Resource Agencies (two from the US Fish and Wildlife Service one from Refuges and one from Endangered Species, and one (1) each from California Department of Fish and Game, National Marine Fisheries Service, Regional Water Board, and CCC).

10.4 The Wildlife Advisory Group will meet as needed, but at a minimum of every six (6) months for the first ten (10) years and annually thereafter. The Wildlife Advisory Group will be formed within six months of the filing of the Notice of Determination for the FEIR by the District.

10.5 The Wildlife Advisory Group will meet at the intervals described in Section 10.4 to review the NRMP to: (i) determine the effectiveness of the NRMP in achieving the Management Objectives; (ii) identify any changes or adjustments to the NRMP required to better achieve the Management Objectives; (iii) identify any changes or adjustments to the NRMP required to respond to changes in the man-made and natural environments that are affecting or, with the passage of time may affect, the effectiveness of the NRMP in achieving the Management Objectives; and (iv) review priorities relative to available funding. At its periodic meetings, the Wildlife Advisory Group may also consider and make recommendations regarding (x) implementation of the NRMP as needed, (y) Adaptive Management Review and (z) NRMP Amendments.

10.6 The Wildlife Advisory Group will advise the JPA on expenditure of the Community Benefits Fund consistent with Section 3.5, subject to applicable law.

10.7 Written recommendations from the Wildlife Advisory Group will be forwarded to the District and City for consideration on key decisions as the build-out of the Proposed Project occurs.

11. **DISPUTE RESOLUTION FOR PLAN CREATION AND AMENDMENT.** The parties agree and acknowledge that the NRMP and any material amendments to the NRMP will require submission, review, and approval by the CCC after final adoption by the District and City. Nonetheless, the parties agree that each of them would benefit if the NRMP is developed through a meaningful stakeholder process providing for the resolution of as many disagreements as possible prior to NRMP submission to the CCC. This section provides a process by which the Coalition can participate in the creation and amendment of the NRMP.

11.1 **PLAN CREATION AND AMENDMENT.** Where this Agreement contemplates the creation of the NRMP following the Effective Date or an NRMP Amendment, this section will provide a non-exclusive mechanism for the parties to resolve disputes concerning the content of the NRMP and such NRMP Amendments. The standard of review and burden of proof for any disputes arising hereunder shall be the same as those under the California Environmental Quality Act.

11.1.1 **PLAN CREATION AND AMENDMENT INFORMAL NEGOTIATIONS.** Any dispute that arises with respect to the creation or amendment of the NRMP will in the first instance be the subject of informal negotiations between the parties to the dispute. A dispute will be considered to have arisen when one (1) party (the "Disputing Party") sends the other party a written Notice of Dispute. During the informal negotiations, the Disputing Party will identify in writing and with specificity the issue, standard, or proposed requirement which is the subject of the dispute (the "Notice of Dispute"). The period for informal negotiations will not exceed thirty (30) days from the date the Notice of Dispute is received.

11.1.2 **PLAN CREATION AND AMENDMENT FORMAL DISPUTE RESOLUTION, PHASE I.** In the event the Parties cannot resolve a dispute by informal negotiations under Section 11.1.1, the Disputing Party may invoke formal dispute resolution procedures by providing the other parties a written statement of position on the matter in dispute, including, but not limited to, any facts, data, analysis or opinion supporting that position and any supporting documentation relied upon by the Disputing Party (the "Position Statement"). The Position Statement must be transmitted (via electronic mail or verifiable post) within thirty (30) days of the end of informal negotiations, and will be provided to the other parties and to each member of the Wildlife Advisory Group. If informal negotiations are unsuccessful, and the Disputing Party does not invoke formal dispute resolution within thirty (30) days, the position held by the District, City or Agency (the respective public agency involved in such dispute is hereinafter called "Managing Agency") will be binding on the Disputing Party, subject to submission, review, and approval by the CCC.

11.1.2.1 The other parties will submit their position statements ("Opposition Statements"), including facts, data, analysis or opinion in support thereof, to the

Disputing Party and the Wildlife Advisory Group members within thirty (30) days of transmission of the Position Statement.

11.1.2.2 Within twenty-one (21) days after transmission of the Opposition Statement(s), the Wildlife Advisory Group will convene, consider and, within a reasonable period of time thereafter, render its proposed resolution of the dispute. The Wildlife Advisory Group's decision will not be binding upon the Disputing Party, but rather, will be considered purely advisory in nature. The proposed resolution of the Wildlife Advisory Group will be that comprehensive recommendation supported by a majority of Wildlife Advisory Group members after vote, with each member entitled to one vote. The Wildlife Advisory Group's proposal will be transmitted to all parties by an appointed Wildlife Advisory Group member via electronic mail.

11.1.3 PLAN CREATION AND AMENDMENT FORMAL DISPUTE RESOLUTION, PHASE II. If any party to this agreement does not accept the advisory decision of the Wildlife Advisory Group, it must invoke the second phase of formal dispute resolution by presenting the dispute to the governing board ("Governing Board") of the Managing Agency (i.e., Board of Port Commissioners or City Council). This phase of the dispute resolution process is initiated by such party providing written notice to the other parties within thirty (30) days of receipt of the Wildlife Advisory Group proposal ("MA Notice"). The MA Notice will include the Position Statement, Opposition Statement, the Wildlife Advisory Group proposal, and any other information such party desires to include. Any supplement to the Opposition Statement will be filed with the Managing Agency within fourteen (14) days. The Governing Board of the Managing Agency will review the transmitted information and within sixty (60) days from receipt of the MA Notice will schedule a public hearing to consider the dispute and within ten (10) days of such public hearing, render a decision. The decision of the Governing Board of the Managing Agency will be final and binding on the Managing Agency but will not bind the members of the Coalition. If the members of the Coalition accept the decision of the Governing Board of the Managing Agency, the decision will dictate the manner in which the dispute is resolved in the NRMP or amendment to the NRMP. Nothing herein will preclude such party from publicly opposing or supporting the Governing Board's decision before the CCC.

12. DISPUTE RESOLUTION REGARDING NRMP IMPLEMENTATION AND ENFORCEMENT. Once the CCC approves the NRMP or any NRMP Amendment, the Governing Board will issue a Notice of Adoption with respect to the NRMP or NRMP amendment. Once a Notice of Adoption is issued with respect to the NRMP or NRMP Amendment, this section will be the exclusive mechanism for the parties to resolve disputes arising under, or with respect to implementation or enforcement of, the NRMP including when the NRMP is reviewed during an Adaptive Management Review or Periodic Review and such review does not require an NRMP Amendment. This provision will not be used to challenge the adequacy of the NRMP or an NRMP Amendment after the issuance of a Notice of Adoption with respect thereto. The standard of review and burden of proof for any disputes arising hereunder shall be the same as those under the California Environmental Quality Act.

12.1 PLAN ENFORCEMENT INFORMAL NEGOTIATIONS. Any dispute that arises with respect to implementation or enforcement of the NRMP will in the first instance be the subject of informal negotiations between the parties to the dispute. A dispute will be considered

to have arisen when one Disputing Party sends the other party a written Notice of Dispute. During the informal negotiations, the Disputing Party will send a written Notice of Dispute to the other parties specifying the aspect of the NRMP it believes is not being implemented properly and the way in which the Disputing Party believes the NRMP should be implemented according to its terms (the "Notice of Dispute"). The period for informal negotiations will not exceed forty-five (45) days from the date such Notice of Dispute is received.

12.2 PLAN ENFORCEMENT FORMAL DISPUTE RESOLUTION, PHASE I. In the event the Parties cannot resolve a dispute by informal negotiations under the preceding section, the Disputing Party may invoke a formal dispute resolution procedure by presenting the dispute to the Governing Board of the Managing Agency by providing the other parties a written statement of position on the matter in dispute, including, but not limited to, any facts, data, analysis or opinion supporting that position and any supporting documentation relied upon by the Disputing Party (the "Position Statement"). The Position Statement must be transmitted (via electronic mail or verifiable post) within thirty (30) days of the end of informal negotiations, and will be provided to the other parties, to each member of the Wildlife Advisory Group. If informal negotiations are unsuccessful, and the Disputing Party does not invoke formal dispute resolution within thirty (30) days, the Managing Agency's position will be binding on the Disputing Party subject to any periodic review and/or approval by the CCC, if required by law.

12.2.1 The other parties will submit their position statements ("Opposition Statements"), including facts, data, analysis or opinion in support thereof, to the Disputing Party, the Wildlife Advisory Group members, and the Governing Board within thirty (30) days of transmission of the Position Statement.

12.2.2 Within forty-five (45) days after transmission of the Opposition Statement(s), the Disputing Party will provide a written notice ("MA II Notice") to the other parties, the Wildlife Advisory Group and the Governing Board. The MA II Notice will include the Position Statement, Opposition Statement, the Wildlife Advisory Group proposal, and any other information the Disputing Party desires to include. Any supplement to the Opposition Statement will be filed with the Managing Agency within fourteen (14) days following receipt of the MA II Notice. The Governing Board will review the transmitted information and within sixty (60) days from receipt of the MA II Notice will schedule a public hearing to consider the dispute and within ten (10) days of such public hearing, render a decision. The decision of the Governing Board will be final and binding on the Managing Agency but will not bind the members of Coalition. If the members of the Coalition accept the decision of the Governing Board of the Managing Agency, the decision will dictate the manner in which the dispute is resolved in the NRMP. If any member of the Coalition disagrees with the decision of the Governing Board, it shall have the right to seek a petition for writ of mandate from the Superior Court of California, San Diego Division.

12.3 **WAIVER OF DEFENSE.** To the extent permitted by law, the District, City and RDA agree that lack of funds shall not be a defense to any claim of failure to adequately fund implementation and enforcement of the adopted NRMP.

13. BAYFRONT CULTURAL AND DESIGN COMMITTEE FOR PROJECTS LOCATED IN PORT DISTRICT LANDS.

13.1 District will form a Bayfront Cultural and Design Committee (“BCDC”) to advise the District in addressing the design of parks, cultural facilities, and development projects. The public participation process for the BCDC will include broad community representation and will be modeled after the Community Advisory Committee (CAC) process. Membership will include at least one member each from the District, Chula Vista Planning Commission, Design Review Committee, and Resource Conservation Committee.

13.2 The BCDC will advise the District in the establishment of CVBMP design guidelines to address cohesive development and streetscape design standards, walkways and bikeways design to promote safe walking and biking, standards for design of park areas, and cultural facilities but will not address NRMP and Wildlife Habitat Areas design guidelines described above. A minimum of three public meeting/workshops will be held to establish the design guidelines.

13.3 The BCDC will have an opportunity to provide input on the development of any District-sponsored Request for Proposals (“RFP(s)”) or Request for Qualifications (“RFQ(s)”) for major development projects. District will conduct a stakeholder review of major development projects following completion of the RFP/RFQ selection process and the BCDC will be invited to participate in such review. In addition, BCDC will be invited to participate in stakeholder design review of park and/or cultural facilities within the CVBMP prior to District Staff seeking concept approval from the Board of Port Commissioners.

13.4 The BCDC will have an opportunity to advise and provide input on District-sponsored public art projects proposed for sites within the Proposed Project area through representation on artist/artwork selection panels convened by the District. These project-specific, ad hoc panels will; make recommendations to the District’s public art committee and staff regarding acquisitions and exhibitions. The BCDC will be notified of the formation of such selection panels and will be afforded an opportunity to nominate one or more of its members, preferably with art related experience or background, to serve thereon.

14. **PORT MASTER PLAN AMENDMENT.** The District will revise the Port Master Plan Amendment as follows prior to submission to the CCC.

14.1 Consistent with Section 9, above, the Port Master Plan will incorporate the PMPA Cap and an H-3 tower maximum height of 240 feet.

14.2 Add the following clause to the definition for the Industrial Business Park land use designation after the words “active sports facilities” wherever they appear: “...where associated with a business park campus and intended for employees.”

14.3 Delete the following sentence from the proposed definition for the Wetlands land use designation: “Development within wetland buffers is limited to Passive uses, such as outlooks, picnic areas, and/or spur-trails. Such improvements should include interpretive and educational opportunities while allowing coastal access in a manner that will ensure the protection and preservation of these sensitive habitat areas.”

14.4 Revise the beginning of the third sentence in the last paragraph of the Otay District Planning Subarea description, describing roadways in the Otay District as follows: “A

shoreline pedestrian trail is proposed in the Otay District, and its design will ensure protection of the adjacent sensitive habitat areas...”

14.5 Revise the beginning of the penultimate sentence under the Wildlife Reserve Subarea description as follows: “Other than potential habitat restoration activities, no alterations to the existing intake/discharge channel area are proposed...”

14.6 As part of a separate project and PMP amendment, the District will revise the Marine Sales & Service land use designation on the D Street Fill area to Estuary or Habitat Replacement.

15. **ENERGY.** The parties agree that the development of the Proposed Project offers the District and City a unique opportunity to demonstrate the viability of responsible and sustainable development practices. Accordingly, the parties desire to establish guidelines to govern the future build-out of the programmatic elements of Proposed Project and to ensure that the Proposed Project is comprised of high performance and highly energy-efficient buildings and clean, efficient generation. The parties further agree that the standards in this section are intended to be interpreted broadly and with the flexibility to adapt to new energy technology and evolving building construction and design practices.

15.1 This section will apply to and govern development of all parcels within the Proposed Project area except Parcels HP-5, H-13, H-14 and H-15. The term “Development” will mean the development of an individual parcel within the Proposed Project area.

15.2 To help reduce the need for fossil-fueled power generation, reduce greenhouse gas emissions, and support the California Energy Commission’s Loading Order for Electricity Resources, all Developments will achieve a minimum of a fifty (50) percent reduction in annual energy use in accordance with this section.

15.2.1 Each building in each Development will perform at least fifteen (15) percent better than Title 24, Part 6 of the California Building Energy Efficiency Standards (“Title 24”) in effect on the date of this agreement. The minimum energy efficiency performance standard adopted by the City is hereinafter described as its “Energy Efficiency Requirement” or “EER”. Should revised Title 24 standards be adopted by the State of California, the City’s EER at the time a building permit application is submitted for such Development shall apply.

15.2.2 The balance of the reduction in annual energy use required by Section 15.2 will be achieved through the use of any combination of the energy reduction measures described in this Section 15.2.2. To achieve compliance with this section, sponsors of Developments may select one of two paths. The first path is based on Title 24 (“Title 24 Path”) and the second is described in Energy and Atmosphere, Credit 1 “Optimize Energy Performance” (Credit EA-/c1) in the US Green Building Council’s Leadership in Energy and Environmental Design (LEED) v3 system (“LEED Path”). The definition of the term “Baseline” against which energy reduction will be measured will vary depending on the path selected and is further described in Exhibit 3 to this Agreement.

15.2.2.1 Renewable Energy generated within the boundaries of the Development will be credited toward the energy reduction requirement of Section 15.2. The term

“Renewable Energy” will mean energy derived from the sources described in California Public Resources Code section 25741 (b)1.

15.2.2.2 Renewable Energy generated on one or more sites (“Renewable Energy Sites”) within the boundaries of the Proposed Project by the District, City or other third party and fed to the electrical grid or to the Development will be credited toward the energy reduction requirement of Section 15.2. Aggregate energy generated on Renewable Energy Sites may be allocated to an individual Development up to the amount necessary to achieve such Development's compliance with the energy reduction requirement of Section 15.2. Once allocated to a Development, the amount of energy generated by Renewable Energy Sites so allocated may not be further allocated to another Development.

15.2.2.3 Participation in a City of Chula Vista sponsored energy efficiency program provided that the resulting energy reduction may be calculated and verified. The methodology for calculating the amount of the credit toward the energy reduction requirement of Section 15.2 under the Title 24 Path and the LEED Path is described in Exhibit 3.

15.2.2.4 Each Development will develop, implement, and for the life of each Development, maintain a measurement and verification plan (“M&V Plan”). Such participation has been shown to increase the persistence of energy efficiency (“EE”) and also to provide a way of recognizing and encouraging the ongoing conservation efforts of occupants and facility managers and will be awarded a waiver for five (5) percent credit against the Baseline to determine compliance with the energy reduction requirement of Section 15.2. The District will include in all leases the requirement to perform an energy audit every three (3) years for the convention centers and hotel Developments over 300 rooms and five (5) years for all other Developments to ensure that all energy systems are performing as planned or corrective action will be taken if failing to meet EE commitments.

15.2.2.5 Participation in one of SDG&E’s manual or semi-automatic Demand Reduction (DR) utility rates will be awarded a waiver for three (3) percent credit against the Baseline to determine compliance with the energy reduction requirement of Section 15.2.

15.2.2.6 Participation in one of SDG&E’s automatic Demand Reduction (DR) utility rates will be awarded a waiver for five (5) percent credit against the Baseline to determine compliance with the energy reduction requirement of Section 15.2.

15.2.2.7 Incorporation of natural ventilation into design such that at least 75% of the conditioned area is naturally ventilated according to the guidelines set forth in Exhibit 3, and if this benefit was not included in the energy efficiency calculations, the project will be awarded either: a waiver for five (5) percent credit against the Baseline to determine compliance with the energy reduction requirement of Section 15.2; or, a waiver for ten (10) percent credit will be awarded if the natural ventilation system is coupled with an energy or cooling system that does not draw from the grid if and when natural ventilation is not used. This may be prorated if less than 75% of the conditioned area is naturally ventilated.

15.2.3 The parties understand and acknowledge that the energy reduction measures described in Section 15.2.2.1, 15.2.2.2 and 15.2.2.3 for a Development or component of a

Development may be phased in over time to achieve compliance with the energy reduction requirement of Section 15.2 provided such energy reduction measures are completed no later than thirty-six (36) months following issuance of a certificate of occupancy for such Development or such component thereof.

15.2.4 To further incent responsible and sustainable development practices within the boundaries of the Proposed Project, District, City and RDA will consider voluntary commitments to levels of energy reduction in excess of the requirements of Section 15.2, commitment to achievement of a LEED Certification, and/or a "Living Building Challenge" in connection with the selection of respondents in RFP/RFQ processes for Developments within the Proposed Project area.

15.2.5 Within one year following the CCC's approval of a PMP amendment substantially consistent with the Proposed Project, the District will in good faith consider adoption of an ordinance, in a public hearing process, that if approved by the Board of Port Commissioners will require the following:

15.2.5.1 Within six (6) months following adoption of the ordinance and every three (3) years thereafter, the District will conduct an energy efficiency and renewable energy analysis that will:

(1) Assess the feasibility and cost-effectiveness of programs and options to reduce demand on the electric grid from all lands under District's jurisdiction; and,

(2) Include, but not be limited to, an assessment of the potential for reduction in energy use on all land under District's jurisdiction through increases in energy efficiency, demand response, clean renewable and distributed energy generation and other methods and technologies.

15.2.5.2 Upon the completion of each analysis, the District will consider good faith implementation of cost-effective programs and options as part of its commitment to greenhouse gas reductions and global climate change prevention activities consistent with Assembly Bill 32.

15.2.5.3 The results of each analysis will be published on the District's website and received by the District's Board of Port Commissioners in a public forum.

16. **HOUSING IMPACTS.** The Redevelopment Agency will use all Low and Moderate Income Housing funds generated from within the Bayfront Redevelopment Project Area on the production of affordable housing units, inside and/or outside of redevelopment areas, for very low, low and moderate income individuals/families only in areas located west of I-805 in the City of Chula Vista.

17. **THE COALITION'S UNDERTAKINGS.** In consideration of the obligations undertaken and the promises made herein by the District, the City and the RDA, the Coalition hereby covenants and agrees to undertake the following actions:

17.1 To support and to actively lobby, in writing, and where practicable orally, the CCC, the State Lands Commission, the Board of Port Commissioners, and the Chula Vista City Council, to approve the FEIR and the Proposed Project;

17.2 Except as expressly provided herein, to take no action whatsoever, directly or indirectly, whether in writing, orally or otherwise, to oppose any governmental approval, permit (including without limitation, coastal development permits) or other entitlement, or non-material modification or amendment thereof, which is or may be required for the certification of the FEIR or approval of the Proposed Project whether in judicial, administrative or legislative proceedings; and

17.3 Except as expressly provided herein, to provide no assistance whatsoever, directly or indirectly, whether financial, legal or otherwise, to any person, organization or other entity to oppose any governmental approval, permit (including without limitation, coastal development permits) or other entitlement, or non-material modification or amendment thereof, which is or may be required for the certification of the FEIR or approval of the Proposed Project whether in judicial, administrative or legislative proceedings.

17.4 Other than with respect to matters specifically addressed in this Agreement, the FEIR, and as components of the Proposed Project approval, Coalition member organizations shall have the right to fully participate in environmental review and project-approval processes for components of the Bayfront development that require project-level review subsequent to FEIR certification and Proposed Project approval.

17.5 Nothing herein shall be interpreted to preclude Coalition member organizations from fully participating in any agency actions related to the cleanup of contaminated soils and sediments within the Proposed Project boundary.

17.6 Nothing herein shall be interpreted to preclude Coalition member organizations from fully participating in processes related to the decommissioning and demolition of the South Bay Power Plant (including substation relocation).

17.7 Notwithstanding the preceding provisions of this Section 17, in the event the Proposed Project is approved, the Coalition reserves the right to object to any material failure to implement the Proposed Project in compliance with this Agreement, the Mitigation Monitoring and Reporting Program and all applicable laws, regulations or permit requirements.

18. COALITION SUPPORT FOR FEIR AND PROJECT APPROVAL. The Coalition member organizations acknowledge and agree that the District, the City, and RDA have appropriately sought and received input from stakeholders concerned with environmental protection, community benefits, and the legal adequacy of the DEIR. The Coalition member organization's agree that the District, City and RDA have incorporated numerous significant and meaningful community recommendations into the FEIR, and that the negotiation process and this Agreement have resulted in a much improved Proposed Project such that it will have the support Coalition member organizations. The parties acknowledge and agree that, although the undertakings of the District, the City and the RDA set forth in this Agreement are intended to provide additional protection to the natural resources and environment above and beyond that required by CEQA and the other federal, state and local laws and regulations which apply to the Proposed Project, said

undertakings will constitute mitigation measures which will be included in the FEIR and the MMRP adopted by the District, the City and the RDA if the Proposed Project is approved and which will be enforceable as mitigation measures pursuant to this Agreement.

19. **IDENTIFICATION OF GRANTS.** Coalition will use reasonable best efforts to identify, and at each member organization's sole discretion to support, grants and other funding options to assist the District, City, and RDA meet their obligations under this Agreement.

20. **NO LIMITATION ON THE DISTRICT'S, CITY'S OR RDA'S DISCRETION.** The parties acknowledge and agree that nothing in this Agreement will be construed as circumscribing or limiting the District's, City's or RDA's discretion with respect to the environmental review required by CEQA and that the District, City and RDA (as applicable), in their sole and absolute discretion, may elect not to certify or approve the FEIR or not to approve the Proposed Project, or may select an alternative, including the alternative of not going forward with the Proposed Project, or adopt mitigation measures or conditions which they determine are necessary and appropriate to reduce or avoid any potential environmental impact of the Proposed Project or to comply with any applicable law or regulation. In the event that the District, City or RDA elect not to certify or approve the FEIR or not to approve the Proposed Project, any such action or inaction will not constitute a breach of the District's, City's or RDA's obligations under this Agreement and this Agreement will terminate and will be of no further force and effect.

21. **THE DISTRICT'S, CITY'S AND RDA'S UNDERTAKINGS.** The undertakings of the District, City and RDA set forth in Sections 3 through 10 and 13 through 16 of this Agreement provide additional mitigation measures that will be incorporated into the FEIR and the MMRP, and will be implemented by the District, City and RDA and may be enforced by the Coalition or any member organization as mitigation measures. The Parties further agree that the Coalition or any member organization have standing to enforce mitigation measures pursuant to Code of Civil Procedure section 1085 and Public Resources Code section 21081.6(b).

22. **RESERVATION OF DISCRETION.** The contents of this Agreement notwithstanding, District, City and RDA reserve their discretion to approve or disapprove all actions which require by law the exercise of discretion and which District, City and RDA cannot lawfully be committed to by contract. Such reservation of discretion will apply to all contemplated legislative and quasi-judicial actions including, without limitation, approval of land use entitlements, CEQA compliance, the exercise of eminent domain, code enforcement and the making of findings and determinations required by law.

23. **JOB QUALITY.** District agrees to comply with the requirements contained in the Covenants and Agreements of District With Respect to Job Quality attached to this Agreement as Exhibit 4. For the avoidance of doubt, the parties to this Agreement acknowledge and agree that the covenants and agreements contained in Exhibit 4 apply solely and exclusively to District and will have no force or effect on the City or the RDA.

24. **MISCELLANEOUS.**

24.1 This Agreement may be pleaded by any party hereto as a full and complete defense to and may be used as the basis for an injunction against any action, suit, claim or other

proceeding of any type which may be prosecuted, initiated or attempted in violation of the terms hereof.

24.2 Each party signing this Agreement jointly and severally represents and warrants that it has full authority to obligate the party or parties on whose behalf it is signing and that no further action or authorization is necessary to execute this Agreement on behalf of such party. The Coalition specifically represents and warrants that it has full authority to obligate its members, that no further action is necessary for the Coalition to make this Agreement on behalf of itself and each of its members, and that the following organizations constitute all of the members of the Coalition: Environmental Health Coalition, San Diego Audubon Society, San Diego Coastkeeper, Coastal Environmental Rights Foundation, Southwest Wetlands Interpretative Association, Surfrider Foundation, San Diego Chapter and Empower San Diego.

24.3 The parties have read all of this Agreement, fully understand the same and have consulted with their attorneys regarding this Agreement. The parties hereto are represented by independent counsel, with whom each party has fully discussed the terms and consequences of this Agreement. The Coalition and its members are represented by the Coast Law Group, LLP, 1140 South Coast Highway 101, Encinitas, California; the District is represented by the Office of the Port Attorney, 3165 Pacific Highway, San Diego, California and Hogan Guiney Dick, LLP, 225 Broadway, Suite 1900, San Diego, California; and the City and the RDA are represented by the Office of the City Attorney, 276 Fourth Avenue, Chula Vista, California. The parties hereto acknowledge that they execute this Agreement of their own free will and under no threat, menace, coercion or duress of any kind from any party. The parties further acknowledge that they execute this Agreement acting on their independent judgment and upon the advice of their respective counsel, without any representation, express or implied, of any kind from any other party, except as specifically set forth herein.

24.4 In the event it becomes necessary for any party to obtain the services of an attorney to enforce the provisions of this Agreement against any party who has breached any obligation set forth herein, the prevailing party in any proceeding will be entitled to recover all its attorneys' fees and costs incurred.

24.5 This Agreement constitutes the entire fully integrated written agreement among the parties with respect to the subject matter of this Agreement and may not be modified or waived except by a writing duly executed on behalf of the party to be bound by the waiver or modification.

24.6 If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such decision will not affect the validity of any remaining portion of this Agreement and the remainder will stand in full force and effect.

24.7 This Agreement is executed and delivered within the State of California and will be construed and covered by the laws of the State of California.

24.8 This Agreement will be binding upon and will inure to the benefit of the parties hereto and to all members, beneficiaries, elected and appointed officials, officers, directors, employees, attorneys, agents, successors, affiliates, heirs and assigns of any party.

24.9 This Agreement may be executed in one or more counterparts and, when executed by each of the parties signatory hereto, said counterparts will constitute a single valid Agreement even though each of the signatory parties may have executed separate counterparts hereof.

IN WITNESS WHEREOF, this Chula Vista Bayfront Master Plan Settlement Agreement is executed on the date(s) set forth below.

Dated: May __, 2010

ENVIRONMENTAL HEALTH COALITION

By: _____

Dated: May __, 2010

SAN DIEGO AUDUBON SOCIETY

By: _____

Dated: May __, 2010

SAN DIEGO COASTKEEPER

By: _____

Dated: May __, 2010

COASTAL ENVIRONMENTAL RIGHTS FOUNDATION

By: _____

Dated: May __, 2010

SOUTHWEST WETLANDS INTERPRETATIVE ASSOCIATION

By: _____

Dated: May __, 2010

THE SURFRIDER FOUNDATION (SAN DIEGO CHAPTER)

By: _____

[SIGNATURES CONTINUED NEXT PAGE]

Dated: May __, 2010

EMPOWER SAN DIEGO

By: _____

Dated: May __, 2010

SAN DIEGO UNIFIED PORT DISTRICT

By: _____

Dated: May __, 2010

CITY OF CHULA VISTA

By: _____

Dated: May __, 2010

REDEVELOPMENT AGENCY OF THE CITY OF
CHULA VISTA

By: _____

Attest:

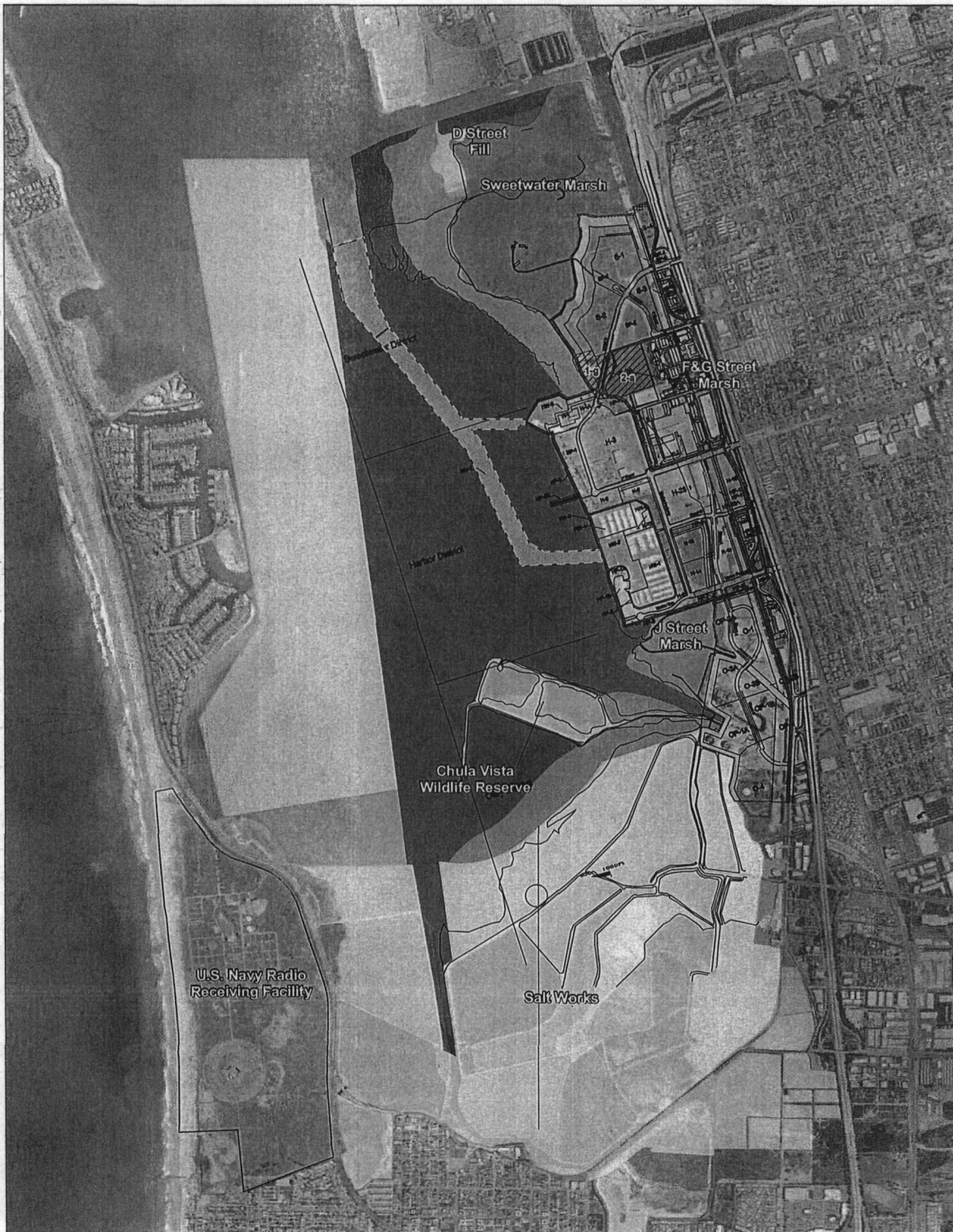
Donna Norris, City Clerk

Approved as to form and legality:

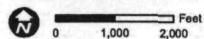
Bart C. Miesfeld,
City Attorney/Agency General Counsel

Approved as to form and legality:

Port Attorney



Z:\Projects\2010\10\10\ER_Fig15_Section_402-Biofig-4_01.mxd



AERIAL SOURCE: DIGITAL GLOBE, MARCH 2007

-  National Wildlife Refuge (San Diego Bay Unit)*
-  Sweetwater Marsh National Wildlife Refuge*
-  City of Chula Vista LCP Open Space Land Use Designation
-  City of Chula Vista S-4 100 ft. No-Touch Buffer
-  CVBMP Boundary
-  Proposed Navigation Channel


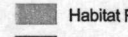
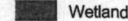
- Port Master Plan - Planning District 7**
Conservation Land and Water Designations
-  Estuary
 -  Habitat Replacement
 -  Wetland

Exhibit 1 Wildlife Habitat Areas

(Defined by § 3.1 of the Chula Vista Bayfront Master Plan Settlement Agreement; the agreement prevails over any conflict with this exhibit.)

*National Wildlife Refuge lands are included in the definition of Wildlife Habitat Areas for the sole purpose of addressing adjacency impacts and not for the purpose of imposing affirmative resource management obligations with respect to the areas within the National Wildlife Refuge lands.

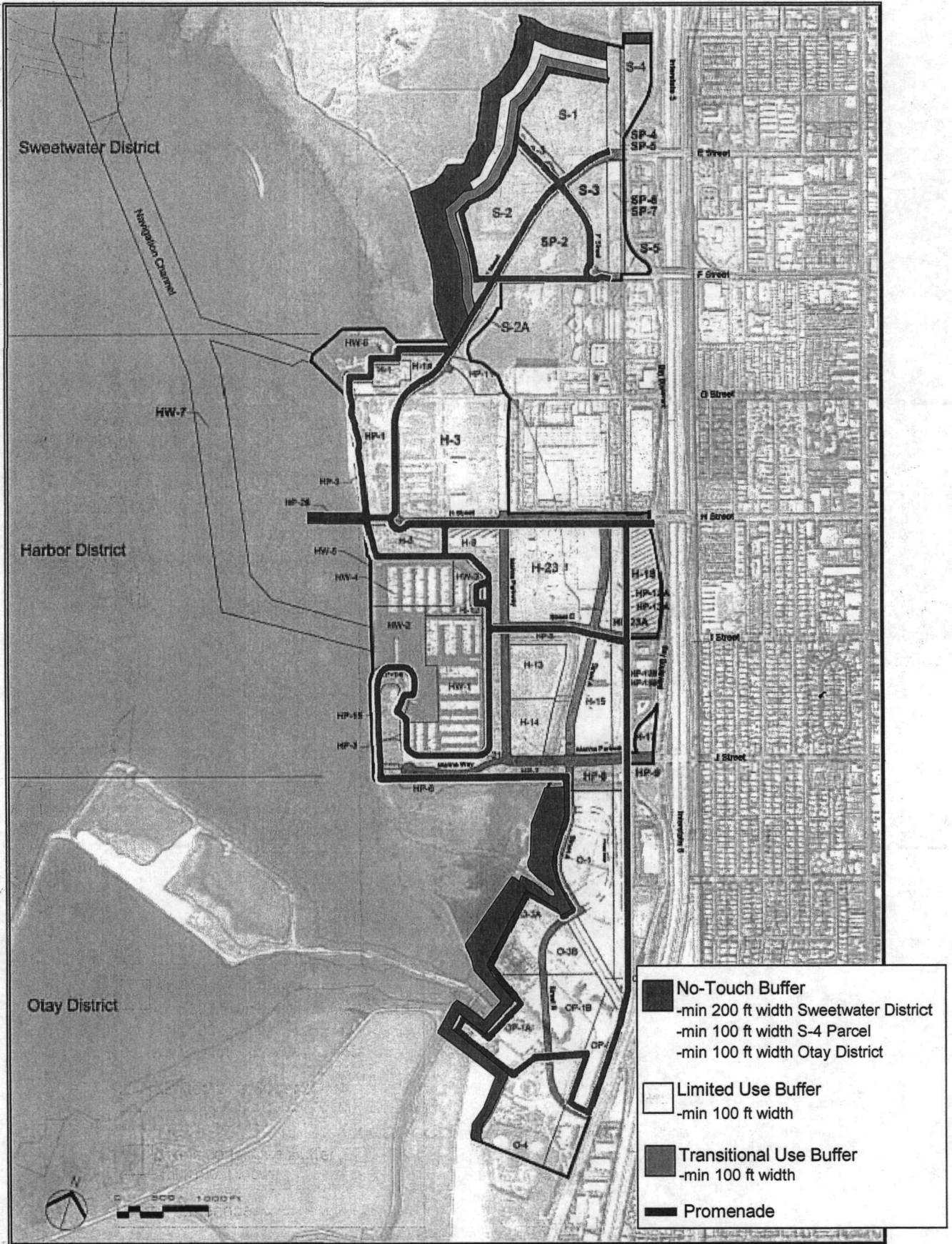


Exhibit 2 – Buffer Areas

(Defined by § 4.1.3 and 4.1.4 of the Chula Vista Bayfront Master Plan Settlement Agreement; the agreement prevails over any conflict with this exhibit)

- No-Touch Buffer**
 - min 200 ft width Sweetwater District
 - min 100 ft width S-4 Parcel
 - min 100 ft width Otay District
- Limited Use Buffer**
 - min 100 ft width
- Transitional Use Buffer**
 - min 100 ft width
- Promenade**

EXHIBIT 3

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Exhibit 3 outlines the methodologies for determining that the goals of the Energy Section are met. The Sample Worksheets are for illustration purposes, to provide a format which may be used both by Developments and by the City of Chula Vista's Building Department. Note that the Energy Section outlines requirements and approaches for projects which will be subject to future codes, regulations, tariffs, and technologies, all of which are subject to change. When clarifications are needed, they will be provided by the City of Chula Vista.

Baseline. The term "Baseline" refers to the amount of energy against which the energy reduction will be measured.

SAMPLE Worksheets. Sample worksheets are provided as suggested approaches. Actual worksheets for calculating the energy requirements should be coordinated with the City of Chula Vista Building Department.

Title 24 Path. Title 24 language refers to the "Standard Budget" and "Proposed Budget." The Whole Building Performance Method, which generates the Standard and Proposed Energy Budgets, is specifically for energy uses within a conditioned building, and does not include lighting which is in Interior Unconditioned Spaces or lighting which is outside. However, for the purposes of the Energy Section, this lighting energy will be added to the energy budgets for the conditioned building, and the combined energy uses will become the Baseline for the "Title 24 Path." Each of the various energy uses will be converted into Site kBtu, except for the final 5% energy reduction waiver allowed for Ongoing Measurement and Verification.

LEED Path. LEED language refers to the "Baseline Design" and "Proposed Design." The LEED Path Baseline is likely to be different and higher than the Title 24 Path Baseline because LEED counts all of the energy uses within the site boundary, some of which are not counted by Title 24. However, LEED is also likely to be better and more comprehensive in calculating overall energy performance features, such as district thermal plants, combined heat and power, natural ventilation, efficiencies in process loads, aggregating multiple buildings, and the benefits of renewable energy. Each of the various energy uses will be converted into dollars (\$), except for the final 5% energy reduction waiver allowed for Ongoing Measurement and Verification.

If the LEED Path is chosen, the Development may be subject to an additional fee to the City of Chula Vista for a 3rd party plan check by an experienced LEED reviewer acceptable to the City. Recognizing that LEED Templates may not be complete at the time of the initial Building Department submittals, draft Templates may be used, at the discretion of the reviewer.

Natural Ventilation. When using Natural Ventilation (NV) to qualify as an energy reduction feature, the Development may qualify for a waiver of up to 10% if at least 75% of the area that would normally be cooled relies solely on natural ventilation strategies to help maintain comfortable temperatures. Pro-rations are possible.

City of Chula Vista Sponsored Energy Efficiency Program. Refer to the appropriate City ordinances for details on this program.

Measurement and Verification. Each Development shall develop and implement an ongoing Measurement and Verification (M&V) Plan consistent with the International Performance Measurement and Verification Protocol (IPMVP) Volume III, Concepts and Options for Determining Energy Savings in New Construction, April 2003. The Development may choose either Option B or Option D. If the LEED Path is chosen, the M&V Plan should be consistent with Credit EAc5, except that LEED only requires one year of implementation, and the Energy Section of this Agreement requires M&V to be ongoing.

Demand Response Tariffs. Developments which enroll in SDG&E Demand Response rate tariff(s) which are designed to reduce the load on the electric grid during critical times may be awarded up to a 5% waiver.

EXHIBIT 3

SAMPLE Worksheet A: Title 24 Path

Name: Example Development

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Description ¹	Source of Info (Attachments)	Input Standard	Input Proposed	Typical Units of Measure	Convert to Site kbtu	Standard = Baseline	Proposed	Units	Minimum % Reduction	Actual % Reduction
15.2.1 MINIMUM EFFICIENCY										
Title 24 Whole Building Performance	T24 UTIL-1, Part 1			Source TDV kbtu/sf-yr					15%	
15.2.2 CALCULATE BASELINE AND REDUCTIONS										
A. Energy Uses										
T24 Electricity	T24 UTIL-1, Part 2			Site KWH/year	3.413	-	-	kBtu		
T24 Gas	T24 UTIL-1, Part 2			Site Therms/year	100.000	-	-	kBtu		
T24 Lighting Outside and Uncond	Worksheet A-LTG	-	-	Site KWH/year	3.413	-	-	kBtu		
A. Summary of Efficiency of End Uses										
B. Renewable Energy Contributions										
PV: within Development	CSI calculation or PV-Watts ²	n/a		Site KWH output/year	3.413	n/a	-	kBtu		
PV: Credited from Project		n/a		Site KWH output/year	3.413	n/a	-	kBtu		
Solar Thermal: within Development	F-Chart or equal	n/a		Site kbtu offset/year	1.000	n/a	-	kBtu		
Other	as appropriate	n/a		as appropriate		n/a				
B. Combined Renewable Reductions										
C. Natural Ventilation										
	Worksheet C						0% to 10%			
D. Chula Vista Program Savings										
Verified Electricity Savings	Confirm with Program Administrator	n/a		Site KWH	3.413		-	kBtu		
Verified Gas Savings		n/a		Site Therms	100.000		-	kBtu		
D. CV Program Combined Reduction										
E. Ongoing Measure & Verify										
	Worksheet E						Required			
F. Demand Response Tariff										
	Worksheet F						0% to 5%			
TOTAL REDUCTION FROM BASELINE (Must be at least 50% Reduction)										0.0%

NOTES TO WORKSHEET A

Note 1: If the Development includes more than one building, then use multiple Worksheets, or, add backup calculations or line items to this spreadsheet, as most appropriate.

Note 2: Final photovoltaic design and output informatio shall use industry standard software, including at least site location, array orientation, array tilt, and system efficiency. California Solar Initiative (CSI) rebate calculations and PV-Watts are examples of acceptable software.

EXHIBIT 3

Worksheet A-LTG: Lighting Outside and in Interior Unconditioned Spaces

Name: Example Development

Category ¹	Source of Info (Attachments)	T24 Allowed Watts	Proposed Watts	Occupancy	hours /day ²	Days /year	Hours /year	Standard KWH/yr	Proposed KWH/yr
Unconditioned spaces	T24 LTG Forms						-	-	-
Unconditioned spaces	T24 LTG Forms						-	-	-
Unconditioned spaces	T24 LTG Forms						-	-	-
Unconditioned spaces	T24 LTG Forms						-	-	-
Unconditioned spaces	T24 LTG Forms						-	-	-
General Site Illumination (Tradable)	T24 OLTG Forms						-	-	-
General Site Illumination (Tradable)	T24 OLTG Forms						-	-	-
General Site Illumination (Tradable)	T24 OLTG Forms						-	-	-
General Site Illumination (Tradable)	T24 OLTG Forms						-	-	-
General Site Illumination (Tradable)	T24 OLTG Forms						-	-	-
Specific Applications (Non-Tradable)	T24 OLTG Forms						-	-	-
Specific Applications (Non-Tradable)	T24 OLTG Forms						-	-	-
Specific Applications (Non-Tradable)	T24 OLTG Forms						-	-	-
Signs (Non-Tradable)	T24 OLTG Forms						-	-	-
Signs (Non-Tradable)	T24 OLTG Forms						-	-	-
Totals (Subtotals are inputs to Worksheet A)								-	-

NOTES TO WORKSHEET A-LTG

Note 1: If more lines are needed, create a spreadsheet in similar format, and enter above, as appropriate.

Note 2: For average runtimes, use the hours in this chart, unless proposer demonstrates to the Bldg Department's satisfaction that a different value should be used.

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EXHIBIT 3

SAMPLE Worksheet B: LEED Path

Name: Example Development

2010-76

Description	Source of Info (Attachments)	Standard or Baseline	Proposed	Typical Units of Measure	Virtual Rate	Baseline	Proposed	Units	Minimum % Reduction	Actual % Reduciton
15.2.1 MINIMUM EFFICIENCY										
Title 24 Whole Building Performance	T24 UTIL-1, Part 1			Source TDV kbtu/sf-yr					15%	
15.2.2 CALCULATE BASELINE AND REDUCTIONS										
A. Energy Costs: LEED Performance Rating Method (PRM) EAp2/c1 Letter Template										
Conditioned Building(s)	LEED EAp2/c1 Letter Template	Included	Included							
Other energy uses on site		Included	Included							
Lighting: Outside and Uncond		Included	Included							
Onsite Renew Energy: Development		Included	Included							
Campus Renew Energy: Project		Included	Included							
Other		Included	Included							
Natural Ventilation		May be included in LEED EAp2/c1, OR, use Worksheet C								
Electricity (Summary)	LEED EAp2/c1 Section 1.8 Summary ¹			kWh	#DIV/0!			Site \$		
Natural Gas (Summary)				therms	#DIV/0!			Site \$		
A. Summary of Efficiency of Energy Costs							\$ -	\$ -	Site \$	
B. Combined Renewable Reductions	Included in EAp2/c1 above									
C. Natural Ventilation	May be included in LEED EAp2/c1 above, OR, use Worksheet C									
Alternate:	Worksheet C						0% to 10%			
D. Chula Vista Program Savings	Confirm with Program Administrator									
Verified Electricity Savings				Site KWH	#DIV/0!		#DIV/0!	Site \$		
Verified Gas Savings				Site Therms	#DIV/0!		#DIV/0!	Site \$		
D. CV Program Combined Reduction										
E. Ongoing Measure & Verify	LEED EAc5. See Worksheet E.						Required			
F. Demand Response Tariff	Worksheet F						0% to 5%			
TOTAL REDUCTION FROM BASELINE (Must be at least 50% Reduction)										0.0%

NOTES TO WORKSHEET B

Note 1: LEED EAp2/c1 Letter Template: Section 1.8, "Energy Cost and Consumption by Energy Type - Performance Rating Method Compliance Table"

EXHIBIT 3

SAMPLE Worksheet C: Natural Ventilation

Name: Example Development

When using Natural Ventilation (NV) to qualify as an energy reduction feature for this Agreement, the Development may qualify for a waiver if at least 75% of the area that would normally cooled includes effective natural ventilation strategies to help maintain comfortable temperatures. A 5% waiver is granted if the area is also served by an energy or cooling system drawing energy from the grid. A 10% waiver is granted if the area is not served by an energy or cooling system drawing from the grid. The waiver may be prorated if the area is less than 75%. Final determination of normally cooled areas are at the discretion of the Building Department. For example, in CA Climate Zone 7, spaces such as warehouses and kitchens do not normally have electric cooling.

Two approaches are possible:

1. A Development may use a performance approach, such as macro-flow or Computational Fluid Dynamics (CFD) modeling, to design and confirm the maintenance of comfort using natural ventilation techniques.
2. As an alternate, the prescriptive calculations outlined in the Collaborative for High Performance Schools (CHPS) may be used. CHPS identifies an approach to achieving ventilation strategies which are likely to be effective in helping to maintain interior comfort when outside conditions are moderate. Even though the CHPS program targets school campuses, the approach is useful for many occupancies. It is publicly available at www.chps.net. Suggested references are from CHPS 2006 Volume II Best Practices Manual - Design, HVAC Guidelines, Sections TC 13 (Cross Ventilation), TC-14 (Stack Ventilation), and TC-15 (Ceiling Fans).

The designer should follow the CHPS guidelines. To satisfy the prescriptive approach, the following table may be used. Inlets and Outlets should each be at least 4% of the floor area of the space, totalling at least 8%. Ideally they are on opposite sides, but at a minimum may be on perpendicular walls. Inlets are to be on the side which is typically windward, and lower than outlets.

Space Name	Source of Cooling	Conditioned Floor Area (CFA)	Qualifying CFA	Performance or Prescriptive Calculation	Prescriptive: Inlet (Windward)			Prescriptive: Outlet (Leeward)				
					Area	Orientation	% CFA	Area	Orientation	% CFA	higher than inlet	opposite or corner wall
Space A	NV with grid cooling											
Space B	NV with grid cooling											
Space C	NV with grid cooling											
Subtotal:			0									
Space D	NV only											
Space E	NV only											
Space F	NV only											
Subtotal:			0									
Other spaces	no NV											
Total Normally Conditioned Floor Area		-										

CFA which is Naturally Ventilated, with Grid Cooling	0
Energy Reduction Allowed	
CFA Which is Naturally Ventilated Only	0
Energy Reduction Allowed	
Combined Energy Reduction Allowed	

CFA: NV + grid	Reduction
0%	0%
15%	1%
30%	2%
45%	3%
60%	4%
75%	5%

CFA: NV Only	Reduction
0%	0%
15%	2%
30%	4%
45%	6%
60%	8%
75%	10%

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EXHIBIT 3

SAMPLE Worksheet D: Chula Vista Energy Efficiency Program

Name: Example Development

Refer to the appropriate City ordinances for details on this program, including, but not limited to:

City of Chula Vista Municipal Code Section 15.12 "Green Building Standards Ordinance"

City of Chula Vista Municipal Code Section 15.26.030 "Increase Energy Efficiency Ordinance"

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EXHIBIT 3

SAMPLE Worksheet E: Ongoing Measurement & Verification (M&V)

Name: Example Development

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Develop and implement a Measurement and Verification (M&V) Plan consistent with the International Performance Measurement and Verification Protocol (IPMVP) Volume III, Concepts and Options for Determining Energy Savings in New Construction, April 2003. The Development may choose either Option B or Option D.
M&V shall be on-going for the length of the lease.
Tenants shall have sub-meters for electricity. Sub-meters for gas and water should also be considered, but are not required.
The plan shall include a process for corrective action if energy performance goals are not achieved as planned. Refer to ASHRAE Guideline 14 for suggested ranges of discrepancy, appropriate to the meter, magnitude of energy uses, and overall plan.
If the LEED Path is chosen, the M&V Plan should be consistent with EAc5, except that LEED only requires one year of implementation, and the Energy Section of this Agreement requires M&V to be ongoing.

EXHIBIT 3

SAMPLE Worksheet F: Demand Response Tariffs

Name: Example Development

If the development chooses an SDG&E Demand Response tariff in which the customer has the option to manually or semi-automatically reduce electricity use when requested by the utility, then it will be awarded a 3 % waiver towards the overall energy reduction.

If the development chooses an SDG&E Demand Response tariff in which the utility can automatically reduce the customer's electricity use, then it will be awarded a 5 % waiver towards the overall energy reduction.

<u>Meter(s)</u>	<u>Tariff</u>	<u>Manual or Semi-Automatic: Customer Controlled: 3%</u>	<u>Automatic, or Utility Controlled: 5%</u>	<u>% Reduction Awarded</u>

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EXHIBIT 3

Links for References used in EXHIBIT 3

Title 24 Building Energy Efficiency Standards	www.energy.ca.gov/title24/
Collaborative for High Performance Schools (CHPS) CHPS 2006 Volume II Best Practices Manual - Design	www.chps.net/dev/Drupal/node/31
IPMVP, Volume III, Concepts and Options for Determining Energy Savings in New Construction, April 2003.	www.evo-world.org Products & Services / IPMVP / Applications Volume III
Leadership in Energy and Environmental Design (LEED™)	www.usgbc.org
City of Chula Vista sponsored energy efficiency program	
Living Building Challenge	www.ilbi.org

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Exhibit 4

Covenants and Agreements of District With Respect to Job Quality

In evaluating responses to requests for qualifications and requests for proposals ("RFQ/RFPs") issued by the District with respect to the master development and operation of the Resort and Conference Center ("RCC") on Parcel H-3 of the Chula Vista Master Plan ("CVBMP") area and the entities with which the District contracts for the development and operation of the RCC, the District will give considerable weight and preference to any proposal submitted in response to the RFQ/RFP which:

1. With regard to both RCC operations and RCC construction, effectively commits to reduce or to eliminate the risk of labor strife which would (i) have an adverse financial effect on the District's proprietary interest in the on-time and on-budget completion and long-term operations of the RCC or (ii) jeopardize or delay achievement of the District's policy objectives with respect to the CVBMP;
2. Commits to a local jobs policy that will impose the following criteria on the construction workforce for the project:
 - a. Not less than 70% of total work hours by residents of San Diego County; and
 - b. Not less than 10% of total work hours by disadvantaged workers;
3. Includes a stated preference for contractors or subcontractors headquartered in, or for five years prior to the bid has maintained an office in, San Diego County; and
4. Includes a stated preference for developers utilizing a prequalification process to ensure use of reputable contractors and subcontractors on the RCC which relies on contractor/subcontractor financial, organizational, historic, claims, safety and performance information similar to the information described in Part II and Part III of the publication titled Pre-Qualification of Contractors Seeking to Bid on Public Works Projects, published by the California Department of Industrial Relations in 1999.

The foregoing language will be included in RFQ/RFPs issued by the District with respect to the RCC.

SAN DIEGO UNIFIED PORT DISTRICT

DATE: May 4, 2010

SUBJECT: RESOLUTION AUTHORIZING THE CHULA VISTA BAYFRONT MASTER PLAN SETTLEMENT AGREEMENT BY AND BETWEEN THE BAYFRONT COALITION, THE SAN DIEGO UNIFIED PORT DISTRICT, THE CITY OF CHULA VISTA, AND THE REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA WITH CONDITIONS

EXECUTIVE SUMMARY:

The environmental review process for the Chula Vista Bayfront Master Plan ("CVBMP"), including the proposed amendments to the Port Master Plan and the City's General Plan and Local Coastal Plan, is nearing completion. While the Port District ("District"), the City of Chula Vista ("City"), and the Redevelopment Agency for the City of Chula Vista ("RDA") wish to obtain the Bayfront Coalition's ("Coalition") support for approval of the CVBMP ("Proposed Project"), the Coalition wishes to obtain additional measures for protection of the environment above and beyond those required by California Environmental Quality Act ("CEQA") and any other federal, state, and local laws and regulations applicable to the project.

The proposed Settlement Agreement ("Agreement") between the Coalition, the District, the City, and the RDA, details the commitments of the parties as they relate to the Proposed Project. The Agreement includes specific planning, design, funding and implementation elements, many of which will be incorporated into the Final Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program ("MMRP") adopted by the District and the City if the Proposed Project is approved. The Agreement also reserves to the District the sole and absolute discretion to certify or not certify the Final EIR and to approve or not approve the Proposed Project, and does not in any way commit the District to carry out or approve the Proposed Project.

The Coalition is comprised of the Environmental Health Coalition, San Diego Audubon Society, San Diego Coastkeeper, Coastal Environmental Rights Foundation, Southwest Wetlands Interpretative Association, Surfrider Foundation (San Diego Chapter) and Empower San Diego. As part of its obligations under the terms of the Agreement, the Coalition agrees to support and actively lobby local, regional and state agencies, including the State Lands Commission and the California Coastal Commission, to approve the Final EIR and the Proposed Project as described in the Final EIR.

RECOMMENDATION:

Adopt a Resolution authorizing the Chula Vista Bayfront Master Plan Settlement Agreement contingent upon the execution of the agreement by all members of the

ACTION TAKEN: 05-04-2010 - Resolution 2010-76

Bayfront Coalition, City of Chula Vista and Redevelopment Agency of the City of Chula Vista.

FISCAL IMPACT:

Upon execution of the Agreement, the District will be required to the extent afforded by law to add certain mitigation measures to the CVBMP Final EIR that will have a fiscal impact to the District. While many of the costs associated with the CVBMP were previously embedded in the EIR as project features or mitigation measures, some of the additional measures resulting from the Agreement are anticipated to be required by the California Coastal Commission ("CCC") upon approval of the Port Master Plan Amendment. The following table summarizes the incremental increases in costs to the District over and above what were initially required by the CVBMP or anticipated to be required by the CCC.

Estimated Incremental Increased Costs from Agreement		
Category	Ongoing Annual Costs	One-Time Costs
Natural Resources Management Plan ("NRMP") Creation		\$50,000 to \$100,000
NRMP Amendments	\$25,000 to \$50,000	
Monitoring	\$100,000 to \$125,000	
Buffer Fencing		\$0 to \$50,000
Enforcement	\$200,000	
F & G Street Study		\$25,000 to \$50,000
Education	\$75,000 to \$100,000	
Advisory Group Support	\$100,000	
Energy Requirements	Unknown	Unknown
TOTAL	\$500,000 to \$575,000	\$75,000 to \$200,000

The majority of these costs will be shared between the District and City per the terms of the proposed CVBMP Financing Agreement, and will begin once development on the Bayfront occurs between 2014 and 2016. The Financing Agreement requires the District, City and RDA to form a Joint Powers Authority ("JPA") for the purpose of combining revenues to fund infrastructure improvements and other project related expenses, to the extent afforded by law. The District will also receive contributions from Pacifica per the terms of the Pacifica Land Exchange Agreement in the amount of 0.5% of the gross sales price of residential units for environmental purposes. These funds will be transferred to the JPA and can be used to offset the costs of this Agreement.

The only upfront cost prior to formation of the JPA would be for creation of the NRMP, which is anticipated to cost approximately \$200,000 – of which 25% to 50% is attributable to the Agreement.

COMPASS STRATEGIC GOALS:

The proposed Agreement is consistent with and supplements the District's environmental review process for the CVBMP. If approved, the CVBMP will allow for the implementation of redevelopment plans for the Bayfront that will enhance and revitalize a presently underutilized waterfront area with land uses that include commercial development opportunities and public space amenities. Securing entitlements for the Bayfront will serve as an attraction for future developers and businesses, which will ultimately result in increased revenues that will strengthen the District's performance. Additionally, sensitive wildlife habitat will be better protected through the creation of buffers and enhanced natural resource areas.

This agenda item supports the following Strategic Goal(s).

- Promote the Port's maritime industries to stimulate regional economic vitality.
- Enhance and sustain a dynamic and diverse waterfront.
- Protect and improve the environmental conditions of San Diego Bay and the Tidelands.
- Ensure a safe and secure environment for people, property and cargo.
- Develop and maintain a high level of public understanding that builds confidence and trust in the Port.
- Develop a high-performing organization through alignment of people, process and systems.
- Strengthen the Port's financial performance.
- Not applicable.

DISCUSSION:

For many years, the District and the City have participated in a cooperative planning process for the Chula Vista Bayfront. This process included an award-winning public participation program that established three primary goals for the master plan: to develop a world-class waterfront; to create a plan that is supported by sound planning and economics; and, to create a plan that has broad-based community support. This entitlement effort has been complex, subject to multiple changes in direction, and has resulted in the circulation of two Draft EIRs. The environmental review process for the CVBMP, including the proposed amendments to the Port Master Plan and the City's General Plan and Local Coastal Plan Amendments, is nearing completion. On May 18, 2010, District staff will request the Board to certify the Final EIR and approve the Port Master Plan Amendment for the CVBMP.

After the close of the public comment period for the Revised Draft EIR in August 2008, the District and the City met with numerous interested individuals, organizations, and public agencies to address issues raised in public and agency comments on the Proposed Project and the Revised Draft EIR. Specifically, the District, City and RDA met with representatives of the Coalition to address their concerns that the Proposed Project

and its component parts would be implemented in a manner that provides community benefits, including but not limited to the preservation and protection of natural resources and the environment, job quality and housing.

Over the last several months, the District, the City and the RDA met with representatives of the Coalition to address specific concerns and to develop specific recommendations for improvements in project design and increased protection of natural resources in the project area. As a result of these efforts, a variety of measures have been incorporated into the Agreement and are summarized below. Please see the attached Agreement Information Summary for a detailed outline of the agreement.

District, City and RDA Commitments

Under the terms of the Agreement, the District, City and RDA commit to provisions and actions, such as:

- Creation, implementation, periodic review and enforcement of a Natural Resource Management Plan (NRMP) to promote and establish management objectives
- Additional mitigation measures, monitoring, management, enforcement and education requirements to address adjacency impacts to nearby wildlife habitat areas
- Design and timing of Phase I Signature Park improvements and minimum standards for the Sweetwater and Otay District public parks
- Creation of a South Bay Wildlife Advisory Group to advise the Port and City in the creation of the NRMP and related wildlife management plans
- Creation of a Bayfront Cultural and Design Committee for Port projects
- Energy efficiency and clean energy requirements for projects
- Job quality for the construction and operation of the Resort Conference Center on Parcel H-3

Coalition Commitments

Under the terms of the agreement, the Coalition and its member organizations commit to provisions and actions including the following:

- Support and actively lobby the California Coastal Commission and the State Lands Commission to approve the Final EIR and the Proposed Project
- Take no action, litigation or otherwise, to oppose any governmental approval, permit or other entitlement, which may be required for the certification of the Final EIR or approval of the Proposed Project
- To provide no assistance whatsoever, directly or indirectly, to any other entity to oppose any governmental approval, permit or other entitlement, which may be required for the certification of the Final EIR or approval of the Proposed Project

Although the Agreement provides for changes in the Proposed Project and for additional protection of natural resources and the environment above and beyond that required by CEQA and other applicable federal, state and local laws and regulations, these changes will be included in the Final EIR and the MMRP as design features and mitigation measures if the Agreement is approved. The negotiation process and this Agreement will result in an improved Proposed Project such that it will have the support of the Coalition member organizations.

Port Attorney's Comments:

The Port Attorney has reviewed and approved the requested document for form and legality.

Environmental Review:

The Agreement does not authorize any activities which may result in a significant impact on the environment. Instead, the Agreement provides for additional protection of natural resources and the environment in the CVBMP project area above and beyond that required by CEQA and other applicable laws and regulations. The District has reviewed the Agreement for compliance with CEQA and has determined that there is no possibility that the activity may have a significant effect on the environment. Therefore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the Agreement is not subject to CEQA.

The Agreement also provides that the District reserves all discretion to take or not take any discretionary action upon completion of the environmental and public review process for the CVBMP. In particular, the Agreement provides that the District, in its sole and absolute discretion, may certify or not certify the Final EIR for the CVBMP, may approve or not approve the Proposed Project, and may adopt any mitigation measures or may approve any alternative, including the "No Project" alternative, which the District deems necessary and appropriate to reduce any environmental impact or comply with any applicable law or regulation. Nothing in the Agreement limits the District's discretion or commits the District to take any course of action that would result in the approval of or commitment to the Proposed Project or any aspect of the CVBMP. Accordingly, the District's approval of the Agreement would not in any way commit the District to carry out or approve the Proposed Project or any aspect of the CVBMP.

Equal Opportunity Program:

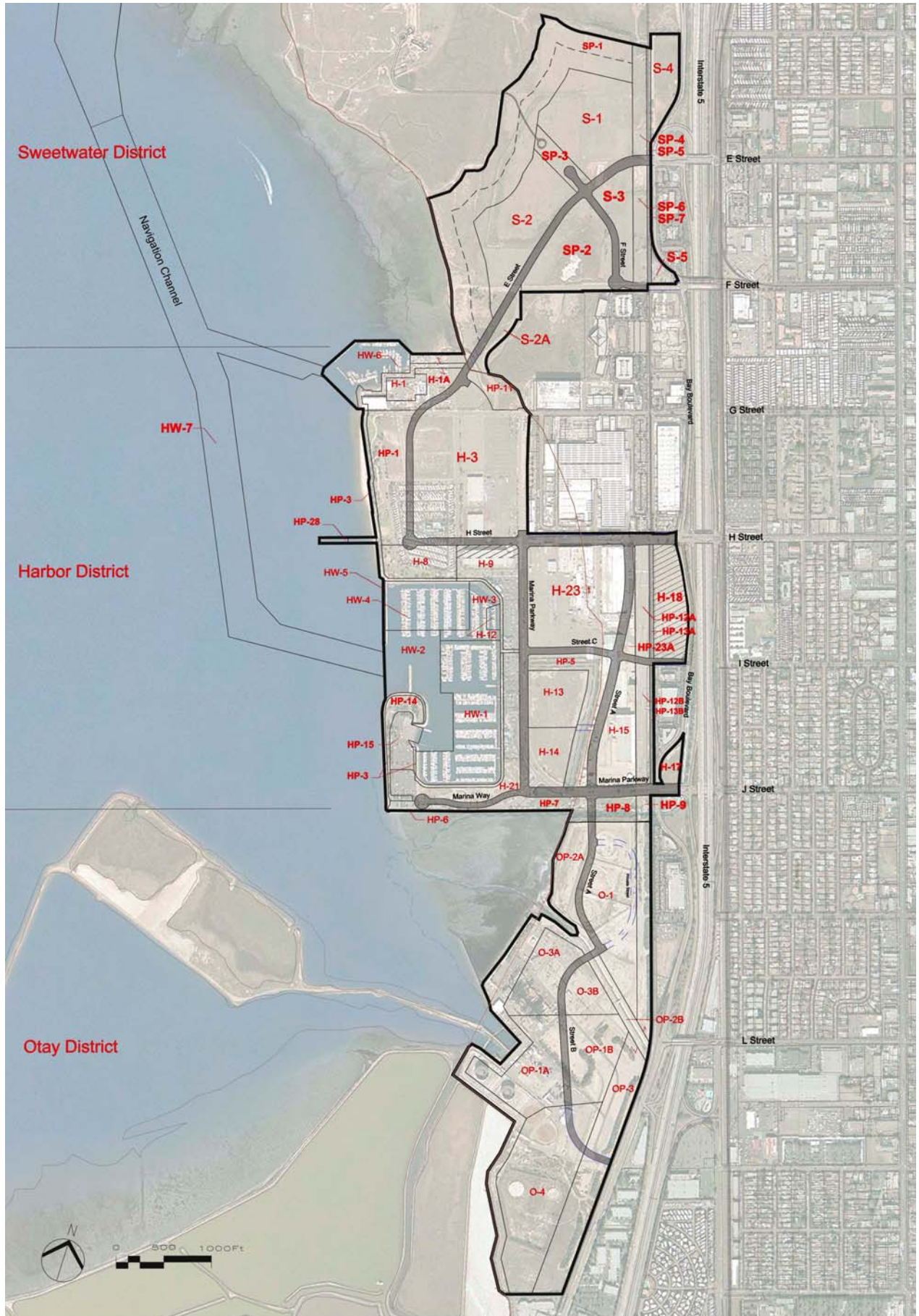
Not applicable.

PREPARED BY: Lesley M. Nishihira
Senior Redevelopment Planner, Land Use Planning

AGREEMENT INFORMATION SUMMARY

District, City and RDA Commitments	<p>1. Creation, periodic review and amendment of a Natural Resources Management Plan ("NRMP")</p> <ul style="list-style-type: none"> ▪ NRMP Management Objectives for Wildlife Habitat Areas include long term protection, conservation, monitoring and enhancement of: specific wetland habitats; vegetation and upland natural resources; biological functions of bayfront habitats; and, water quality. ▪ Funding for implementation of the NRMP provided by the District, City and RDA joint powers authority ("JPA") to be treated as priority expenditures that must be assured as project-related revenues are identified and impacts initiated. ▪ Pacifica Initial Sale Unit Contribution Funds to be placed into a Community Benefits Funds committed to Natural Resources, Affordable Housing, Sustainability/Living, and Community Impacts and Culture within the Project Area and Western Chula Vista. ▪ Dispute resolution and enforcement provisions for the NRMP.
	<p>2. NRMP Implementation</p> <ul style="list-style-type: none"> ▪ Compliance with management objectives and performance standards to guide preparation of the NRMP. ▪ Designate no-touch buffer areas, and install fencing and additional controls for protection. ▪ Design walkways and paths to minimize adjacency impacts to Wildlife Habitat Areas. ▪ Provide predator management for Wildlife Habitat Areas. ▪ Additional habitat management and protections, including coordination with Resource Agencies. ▪ Measures to reduce bird strike and bird disorientation. ▪ Storm water and urban runoff quality monitoring and management requirements. ▪ Landscaping and vegetation guidelines. ▪ Lighting and illumination standards to reduce impacts on wildlife. ▪ Noise controls, including limitation on fireworks displays to three (3) events per year. ▪ Environmental education programs for residents, visitors, tenants and workers. ▪ Restrictions on motorized boating in sensitive areas and a prohibition on the rental of (motorized) personal water craft.
	<p>3. Establishment of Restoration Priorities</p>

District, City and RDA Commitments (cont)	<p>4. Minimum standards for the design and function of the Sweetwater and Otay District Parks</p> <p>5. Requirement for Phase I Signature Park Improvements to be completed prior to issuance of certificates of occupancy for H-3 Resort Conference Center ("RCC") site and H-23 parcels</p> <p>6. Requirement that parcels contaminated with hazardous material be remediated to levels adequate to protect human health and the environment</p> <p>7. Density limits related to Parcel H-3 (RCC site) and project area hotels</p> <p>8. Creation of the South Bay Wildlife Advisory Group to advise in NRMP creation and related wildlife management and restoration plans and prioritizations</p> <p>9. Creation of a Bayfront Cultural and Design Committee to advise in design of parks, cultural facilities, and development projects on District property</p> <p>10. Clarifications and revisions to the Port Master Plan Amendment</p> <p>11. Energy efficiency and clean energy requirements</p> <p>12. Job quality for the construction and operation of the Resort Conference Center on Parcel H-3</p>
Coalition Commitments	<p>1. To support and actively lobby the California Coastal Commission and the State Lands Commission to approve the Final EIR and the Proposed Project</p> <p>2. To take no action to oppose any governmental approval, permit or other entitlement which may be required for the certification of the Final EIR or approval of the Proposed Project</p> <p>3. To provide no assistance to any person, organization, or other entity to oppose any governmental approval, permit or other entitlement which may be required for the certification of the Final EIR or approval of the Proposed Project</p> <p>4. Coalition shall have the right to participate in project-approval processes for development that requires project-level review subsequent to Final EIR certification and Proposed Project approval</p> <p>5. Coalition may participate in any agency actions related to the cleanup of contaminated soils and sediments within the Proposed Project boundary</p> <p>6. Coalition may participate in processes related to the decommissioning and demolition of the South Bay Power Plant (including substation relocation)</p>



Chula Vista Bayfront Master Plan

Proposed Project Parcel Plan

SAN DIEGO UNIFIED PORT DISTRICTReference Copy
Document No. 56523**DATE:** May 4, 2010**SUBJECT: RESOLUTION AUTHORIZING THE CHULA VISTA BAYFRONT MASTER PLAN SETTLEMENT AGREEMENT BY AND BETWEEN THE BAYFRONT COALITION, THE SAN DIEGO UNIFIED PORT DISTRICT, THE CITY OF CHULA VISTA, AND THE REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA WITH CONDITIONS****EXECUTIVE SUMMARY:**

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The proposed Settlement Agreement ("Agreement") between the Coalition, the District, the City, and the RDA, details the commitments of the parties as they relate to the Proposed Project. The Agreement includes specific planning, design, funding and implementation elements, many of which will be incorporated into the Final Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program ("MMRP") adopted by the District and the City if the Proposed Project is approved. The Agreement also reserves to the District the sole and absolute discretion to certify or not certify the Final EIR and to approve or not approve the Proposed Project, and does not in any way commit the District to carry out or approve the Proposed Project.

The Coalition is comprised of the Environmental Health Coalition, San Diego Audubon Society, San Diego Coastkeeper, Coastal Environmental Rights Foundation, Southwest Wetlands Interpretative Association, Surfrider Foundation (San Diego Chapter) and Empower San Diego. As part of its obligations under the terms of the Agreement, the Coalition agrees to support and actively lobby local, regional and state agencies, including the State Lands Commission and the California Coastal Commission, to approve the Final EIR and the Proposed Project as described in the Final EIR.

RECOMMENDATION:

Adopt a Resolution authorizing the Chula Vista Bayfront Master Plan Settlement Agreement contingent upon the execution of the agreement by all members of the

ACTION TAKEN: 05-04-2010 - Resolution 2010-76

Bayfront Coalition, City of Chula Vista and Redevelopment Agency of the City of Chula Vista.

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Upon execution of the Agreement, the District will be required to the extent afforded by law to add certain mitigation measures to the CVBMP Final EIR that will have a fiscal impact to the District. While many of the costs associated with the CVBMP were previously embedded in the EIR as project features or mitigation measures, some of the additional measures resulting from the Agreement are anticipated to be required by the California Coastal Commission ("CCC") upon approval of the Port Master Plan Amendment. The following table summarizes the incremental increases in costs to the District over and above what were initially required by the CVBMP or anticipated to be required by the CCC.

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Energy Requirements	Unknown	Unknown
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The majority of these costs will be shared between the District and City per the terms of the proposed CVBMP Financing Agreement, and will begin once development on the Bayfront occurs between 2014 and 2016. The Financing Agreement requires the District, City and RDA to form a Joint Powers Authority ("JPA") for the purpose of combining revenues to fund infrastructure improvements and other project related expenses, to the extent afforded by law. The District will also receive contributions from Pacifica per the terms of the Pacifica Land Exchange Agreement in the amount of 0.5% of the gross sales price of residential units for environmental purposes. These funds will be transferred to the JPA and can be used to offset the costs of this Agreement.

The only upfront cost prior to formation of the JPA would be for creation of the NRMP, which is anticipated to cost approximately \$200,000 – of which 25% to 50% is attributable to the Agreement.

COMPASS STRATEGIC GOALS:

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This agenda item supports the following Strategic Goal(s).

- Promote the Port's maritime industries to stimulate regional economic vitality.
- Enhance and sustain a dynamic and diverse waterfront.
- Protect and improve the environmental conditions of San Diego Bay and the Tidelands.
- Ensure a safe and secure environment for people, property and cargo.
- Develop and maintain a high level of public understanding that builds confidence and trust in the Port.
- Develop a high-performing organization through alignment of people, process and systems.
- Strengthen the Port's financial performance.
- Not applicable.

DISCUSSION:

For many years, the District and the City have participated in a cooperative planning process for the Chula Vista Bayfront. This process included an award-winning public participation program that established three primary goals for the master plan: to develop a world-class waterfront; to create a plan that is supported by sound planning and economics; and, to create a plan that has broad-based community support. This entitlement effort has been complex, subject to multiple changes in direction, and has resulted in the circulation of two Draft EIRs. The environmental review process for the CVBMP, including the proposed amendments to the Port Master Plan and the City's General Plan and Local Coastal Plan Amendments, is nearing completion. On May 18, 2010, District staff will request the Board to certify the Final EIR and approve the Port Master Plan Amendment for the CVBMP.

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and its component parts would be implemented in a manner that provides community benefits, including but not limited to the preservation and protection of natural resources and the environment, job quality and housing.

Over the last several months, the District, the City and the RDA met with representatives of the Coalition to address specific concerns and to develop specific recommendations for improvements in project design and increased protection of natural resources in the project area. As a result of these efforts, a variety of measures have been incorporated into the Agreement and are summarized below. Please see the attached Agreement Information Summary for a detailed outline of the agreement.

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Coalition Commitments

Under the terms of the agreement, the Coalition and its member organizations commit to provisions and actions including the following:

- Support and actively lobby the California Coastal Commission and the State Lands Commission to approve the Final EIR and the Proposed Project
- Take no action, litigation or otherwise, to oppose any governmental approval, permit or other entitlement, which may be required for the certification of the Final EIR or approval of the Proposed Project
- To provide no assistance whatsoever, directly or indirectly, to any other entity to oppose any governmental approval, permit or other entitlement, which may be required for the certification of the Final EIR or approval of the Proposed Project

Although the Agreement provides for changes in the Proposed Project and for additional protection of natural resources and the environment above and beyond that required by CEQA and other applicable federal, state and local laws and regulations, these changes will be included in the Final EIR and the MMRP as design features and mitigation measures if the Agreement is approved. The negotiation process and this Agreement will result in an improved Proposed Project such that it will have the support of the Coalition member organizations.

Port Attorney's Comments:

The Port Attorney has reviewed and approved the requested document for form and legality.

Environmental Review:

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The Agreement also provides that the District reserves all discretion to take or not take any discretionary action upon completion of the environmental and public review process for the CVBMP. In particular, the Agreement provides that the District, in its sole and absolute discretion, may certify or not certify the Final EIR for the CVBMP, may approve or not approve the Proposed Project, and may adopt any mitigation measures or may approve any alternative, including the "No Project" alternative, which the District deems necessary and appropriate to reduce any environmental impact or comply with any applicable law or regulation. Nothing in the Agreement limits the District's discretion or commits the District to take any course of action that would result in the approval of or commitment to the Proposed Project or any aspect of the CVBMP. Accordingly, the District's approval of the Agreement would not in any way commit the District to carry out or approve the Proposed Project or any aspect of the CVBMP.

Equal Opportunity Program:

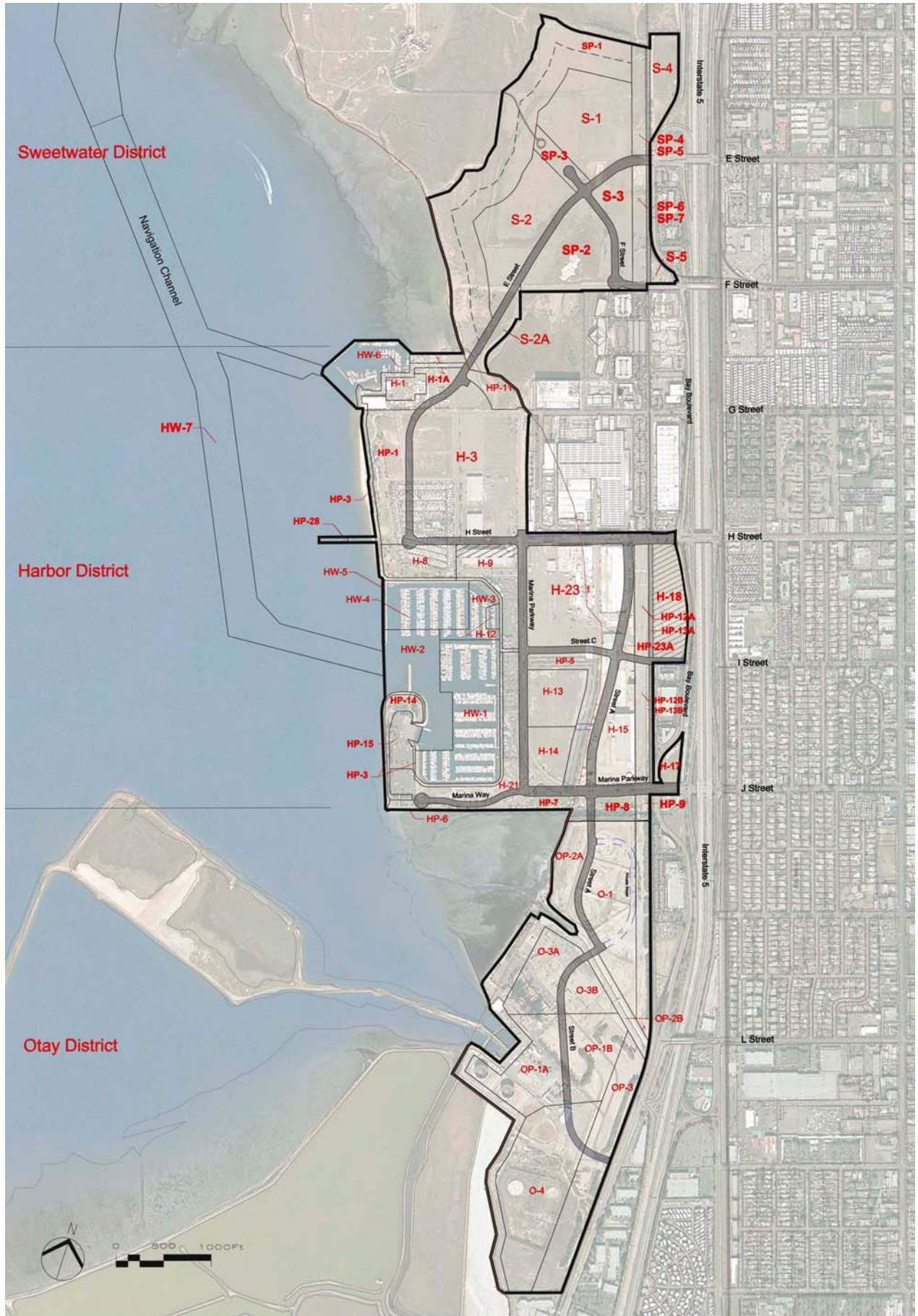
Not applicable.

PREPARED BY: Lesley M. Nishihira
Senior Redevelopment Planner, Land Use Planning

AGREEMENT INFORMATION SUMMARY

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	<p>3. Establishment of Restoration Priorities</p>

District, City and RDA Commitments (cont)	4. Minimum standards for the design and function of the Sweetwater and Otay District Parks	
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	10. Clarifications and revisions to the Port Master Plan Amendment	
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	12. Job quality for the construction and operation of the Resort Conference Center on Parcel H-3	
	Coalition Commitments	1. To support and actively lobby the California Coastal Commission and the State Lands Commission to approve the Final EIR and the Proposed Project
		2. To take no action to oppose any governmental approval, permit or other entitlement which may be required for the certification of the Final EIR or approval of the Proposed Project
		3. To provide no assistance to any person, organization, or other entity to oppose any governmental approval, permit or other entitlement which may be required for the certification of the Final EIR or approval of the Proposed Project
4. Coalition shall have the right to participate in project-approval processes for development that requires project-level review subsequent to Final EIR certification and Proposed Project approval		
5. Coalition may participate in any agency actions related to the cleanup of contaminated soils and sediments within the Proposed Project boundary		
6. Coalition may participate in processes related to the decommissioning and demolition of the South Bay Power Plant (including substation relocation)		



Chula Vista Bayfront Master Plan

Proposed Project Parcel Plan