

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

614



FROM: TLMA-Department of Environmental Programs

SUBMITTAL DATE:
June 30, 2009

SUBJECT: Agreement with the Coachella Valley Association of Governments ("CVAG"), the Coachella Valley Conservation Commission ("CVCC"), the City of Palm Springs, Century Crowell Communities, LP ("Century"), and the Falls at Mountain Gate Palm Springs Venture, LLC, regarding implementation of the Coachella Valley Multiple Species Conservation Plan ("MSHCP").

RECOMMENDED MOTION: That the Board approve and authorize the Chairman of the Board to execute the attached agreement with CVAG, CVCC, City of Palm Springs, Century Crowell Communities, LP, and the Falls at Mountain Gate Palm Springs Venture, LLC.

BACKGROUND: On October 2, 2007, the County approved the Coachella Valley MSHCP. Thereafter, Century filed a petition for writ of mandate and complaint against the County of Riverside, CVAG, CVCC, and the City of Palm Springs alleging the governmental party approvals of the MSHCP violated CEQA.

The attached agreement clarifies MSHCP requirements as they apply to Century-owned parcels located in the unincorporated area of the county and in the city of Palm Springs. Additionally, Century has agreed to dismiss the aforementioned litigation.

CSL:LM:kh

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA DATE: 6/16/09
Departmental Concurrence

Carolyn Syms Luna
Carolyn Syms Luna
Director of Environmental Programs

FINANCIAL DATA	Current F.Y. Total Cost:	\$	In Current Year Budget:
	Current F.Y. Net County Cost:	\$	Budget Adjustment:
	Annual Net County Cost:	\$	For Fiscal Year:

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: Michael R. Shetler
Michael R. Shetler
County Executive Office Signature

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

PREPARED BY: [Signature]
DATE: [Signature]

**SETTLEMENT AGREEMENT BETWEEN
THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS, THE
COACHELLA VALLEY CONSERVATION COMMISSION,
THE COUNTY OF RIVERSIDE, THE CITY OF PALM SPRINGS,
CENTURY CROWELL COMMUNITIES, L.P. AND
THE FALLS AT MOUNTAIN GATE PALM SPRINGS VENTURES, LLC**

This Settlement Agreement ("Agreement") is made as of April __, 2009, by and between the Coachella Valley Association of Governments ("CVAG"), the Coachella Valley Conservation Commission ("CVCC"), the City of Palm Springs ("City") and the County of Riverside ("County") on the one hand (sometimes collectively referred to as the "Governmental Parties"), and Century Crowell Communities, L.P., The Falls at Mountain Gate Palm Springs Venture, LLC, and/or its affiliates (collectively, "Century"), on the other hand. Governmental Parties and Century are sometimes referred to herein jointly as "Parties" and separately as "Party".

RECITALS

WHEREAS, CVAG in cooperation with the County, the City and other participating agencies in the Coachella Valley developed the Coachella Valley Multiple Species Habitat Conservation Plan (the "MSHCP") to address the conservation of multiple species in the MSHCP area; and

WHEREAS, on September 10, 2007, CVAG approved the MSHCP through Resolution 07-009 in which it: (1) certified the Final Recirculated Environmental Impact Report/Environmental Impact Statement ("EIR/EIS"); (2) approved the Final Recirculated MSHCP; (3) approved the Final Recirculated Implementing Agreement; and (4) selected the Preferred Alternative. Also on September 10, 2007, at the same meeting, CVCC approved the MSHCP through: (1) Resolution 07-001, adopting environmental findings related to the MSHCP's Environmental Impact Report, and (2) Resolution 07-002, establishing the MSHCP Policy which contains the procedures and requirements for implementation of the MSHCP. CVAG's and CVCC's action are collectively referred to herein as the "CVAG Approvals"; and

WHEREAS, on October 2, 2007, the County as a responsible agency approved the final recirculated MSHCP, made the requisite findings with respect to the EIR/EIS and authorized the execution of the Final Recirculated Implementing Agreement (the "County Approvals"); and

WHEREAS, on October 3, 2007, the City as a responsible agency approved the MSHCP, made the requisite findings with respect to the EIR/EIS, and authorized the execution of the Final Recirculated Implementing Agreement (the "City Approvals"); and

WHEREAS, Century represents that it owns the parcels of real property depicted by references to assessor parcel numbers on Exhibit A attached hereto (the "Century Parcels"), the development of which would be impacted by the implementation of the MSHCP, and Century has concerns regarding the compatibility of its present and future development of real property with the implementation of the MSHCP; and

FOR SC...

WHEREAS, on February 26, 2008, in order to protect its rights, Century filed a petition for writ of mandate and complaint (the "Action") alleging, among other things, that the Governmental Parties violated the California Environmental Quality Act when they approved the MSHCP. The Governmental Parties have not yet filed any responsive pleading, but dispute all of Century's claims; and

WHEREAS, the California Department of Fish & Game ("CDFG") has issued the permit for the Natural Community Conservation Plan and the United States Fish & Wildlife Service ("USFWS") has issued the final permit for the MSHCP. In its October 1, 2008 cover letter transmitting the permit, the USFWS notes that a clerical change is to be made to the MSHCP as to the amount of disturbance authorized for desert tortoise within the Special Provisions Area below-toe-of-slope, thereby correcting the acres of disturbance allowed on Century's Property below the toe of slope in APNs 669-290-007, 669-290-010, 669-310-002, and 669-320-007; and

WHEREAS, CDFG and USFWS have previously confirmed that CVCC is to make the correction by way of clerical changes pursuant to MSHCP Section 6.12.1; and

WHEREAS, the Parties desire to cooperate to meet the conservation and development objectives of the MSHCP while permitting Century to continue its development activities consistent therewith and to ensure that there are no ambiguities regarding the MSHCP's impacts on Century; and

WHEREAS, the Parties wish to avoid the costs and uncertainty associated with the Action, and the Parties have voluntarily agreed to conclude and settle the Action in a final and binding manner pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties additionally desire to obtain the Governmental Parties' clarifications of how the MSHCP would apply to development of the Century Parcels.

AGREEMENT

Pursuant to the above-stated Recitals, and in consideration of the promises, mutual understandings and obligations hereinafter set forth, it is agreed as follows:

1. Party Obligations. Under the Implementing Agreement, the CVCC has agreed to implement the MSHCP and to participate in a Joint Project Review process. In the Joint Project Review process, CVCC is responsible for completing an analysis of the consistency of projects that are within the Conservation Areas with provisions of the MSHCP. CVCC will use the following, non-discretionary provisions of the MSHCP as they apply to the Century Parcels:

- A. The following Century Parcels are located within the jurisdiction of the City and outside of the Santa Rosa and San Jacinto Mountains Conservation Area ("Conservation Area"): APN 669-290-008, 669-290-009, 669-290-012, and 669-310-003. The MSHCP does not allocate or prevent disturbance of habitat on the Century Parcels located outside of the Conservation Area and does not require any allocation of take coverage under the MSHCP from the County or City, but may require the payment of mitigation fees under the MSHCP.

- B. The following Century Parcels are located within the Conservation Area and within the jurisdiction of the City and they are subject to the Highway 111 Special Provisions Area for Peninsular bighorn sheep, Le Conte's thrasher, and desert tortoise ("Special Provisions"): APN 669-290-007, 669-310-002, and 669-320-007 ("Special Provisions Parcels"). The MSHCP does not allocate or prevent disturbance of habitat for any other species on the Special Provisions Parcels. Provided that Century conserves in perpetuity the above toe-of-slope portions of the Special Provisions Parcels, through conveyance of a conservation easement or fee title to the CVCC or other appropriate conservation entity, development of the below-toe-of-slope portions of the Special Provisions Parcels is consistent with the MSHCP, as set forth in Section 4.3.21 of the Plan and Paragraphs 1.E, 1.F, and 1.G, below. The toe-of-slope is delineated in the MSHCP GIS database and is depicted on Exhibit "A", attached hereto. The estimated above and below toe-of-slope acreage for each of the Special Provisions Parcels is depicted on Exhibit "A", attached hereto.
- C. The following Century Parcel is located within the Conservation Area and within the jurisdiction of the City: APN 669-320-006. APN 669-320-006 is also subject to the Highway 111 Special Provisions Area for Peninsular bighorn sheep and desert tortoise. The MSHCP does not allocate or prevent disturbance of habitat for any other species on this parcel. Provided that Century conserves in perpetuity the above toe-of-slope portions of this parcel through conveyance of a conservation easement or fee title to the CVCC or other appropriate conservation entity, development of the below toe-of-slope portions of APN 669-320-006 is consistent with the MSHCP.
- D. The following Century Parcel is located within the Conservation Area and within the jurisdiction of the City and it is not a part of the Highway 111 Special Provisions Area (a portion of the parcel is within the Santa Rosa and San Jacinto Mountains Conservation Area and a portion is within the Whitewater Floodplain Conservation Area): APN 669-290-010. The following parcel is located within the Conservation Area and is currently within the jurisdiction of the County; however, it is not a part of the Highway 111 Special Provisions Area: APN 669-230-005.
- E. Under the MSHCP, the Special Provisions Parcels contain 41 acres of habitat for Le Conte's thrasher below toe-of-slope and the Special Provisions authorize 41 acres of disturbance on the Special Provisions Parcels below toe-of-slope. Development of the below toe-of-slope portions of the Special Provisions Parcels is consistent with the MSHCP and no additional take coverage is required for impacts to Le Conte's thrasher provided that Century conserves the above toe-of-slope portions of the Special Provisions Parcels in perpetuity through conveyance of a conservation easement or fee title to the CVCC or other appropriate conservation entity.

- F. Under the MSHCP the Special Provisions Parcels contain 92 acres of habitat for Peninsular bighorn sheep below toe-of-slope and the Special Provisions authorize 92 acres of disturbance on the Special Provisions Parcels below toe-of-slope. Development of the below toe-of-slope portions of the Special Provisions Parcels is consistent with the MSHCP and no additional take coverage is required for impacts to Peninsular bighorn sheep provided that Century conserves the above toe-of-slope portions of the Special Provisions Parcels in perpetuity through conveyance of a conservation easement or fee title to the CVCC or other appropriate conservation entity.
- G. Under the MSHCP, the Special Provisions Parcels contain 92 acres of habitat for desert tortoise below toe-of-slope. Table 4-111f of the MSHCP, as originally approved, incorrectly indicates that 59 acres of disturbance are authorized for desert tortoise below toe-of-slope. Consistent with the take authorization for other species, 92 acres of disturbance is the correct amount of take authorization for desert tortoise within the Special Provisions Area below toe-of-slope. As authorized and directed by USFWS and CDFG, a clerical correction pursuant to Section 6.12.1 has been made to the master digital MSHCP document to show the change from 59 acres of disturbance authorized for desert tortoise to 92 acres of disturbance authorized for desert tortoise. Said clerical change is deemed incorporated into all existing printings of the MSHCP and shall be reflected in all future printings. Consistent with said clerical correction, the CVAG, CVCC and the City expressly affirm that development of below toe-of-slope portions of the Special Provisions Parcels is consistent with the MSHCP and no additional take coverage is required for impacts to desert tortoise provided that Century conserves the above toe-of-slope portions of the Special Provisions Parcels in perpetuity through conveyance of a conservation easement or fee title to the CVCC or other appropriate conservation entity.
- H. Under the MSHCP, APN 669-230-005 contains 14 acres of habitat for Peninsular bighorn sheep, 14 acres of habitat for desert tortoise, and 6 acres of habitat for Le Conte's thrasher. The MSHCP does not allocate or prevent disturbance of habitat for any other species on APN 669-230-005. To develop the entire APN 669-230-005, Century would be required to obtain take coverage for impacts to 14 acres of habitat for Peninsular bighorn sheep, 14 acres of habitat for desert tortoise, and 6 acres of habitat for Le Conte's thrasher. To develop any portion of APN 669-230-005, Century would be required to obtain, at the time of project approval, allocation of take coverage from the County pursuant to County Policy No. A-61. If annexation were requested, the City would be the applicable local land use jurisdiction. The applicable local land use jurisdiction determines the allocation of take under the MSHCP for a parcel. The County's policy with respect to a request for additional take authorization is in part that "Private projects requesting Take in excess of the 8% allocation shall submit their request for additional Take prior to applying for their land use entitlement." (Policy A-61, Item 7).

- I. A portion of Assessor's Parcel No. 669-290-010 south of Highway 111 is currently shown in the MSHCP to be included within the Conservation Area, which portion contains 4 acres of habitat for both Peninsular bighorn sheep and desert tortoise and 4.5 acres of habitat for Le Conte's thrasher. The MSHCP does not allocate or prevent disturbance of habitat for any other species on that portion of APN 669-290-010 within the Conservation Area. It is presently unresolved whether the legal boundary of APN 669-290-010 extends south of Highway 111. However, CVAG, CVCC and the City confirm that the boundary of the Conservation Area has been corrected on the master digital MSHCP document to remove the portion of APN 669-290-010 south of Highway 111 from the Conservation Area. Said clerical change is deemed incorporated into all existing printings of the MSHCP and shall be reflected in all future printings. Consistent with said clerical correction, CVAG, CVCC and the City expressly affirm that, as currently configured, the portion of APN 669-290-010 south of Highway 111 is outside of the Conservation Area.
- J. This Agreement does not pre-commit any Governmental Party or other jurisdiction to the allocation of take or project approval.

2. **Century Dismissal of Action.** Upon approval and execution of this Agreement by the Governmental Parties, Century shall file a request for dismissal of the Action. The Parties shall stay proceedings in the Action until said dismissal or May 15, 2009, whichever is earlier.

3. **Default, Enforcement, Remedies.** The Parties agree and acknowledge that in the event any Party defaults under the terms of this Agreement, the non-defaulting Party or Parties shall be entitled, subject to notice, good faith negotiations and an attempt by the Parties to resolve the dispute, to seek appropriate relief, including but not limited to injunctive relief or specific performance of the terms of this Agreement, and damages.

4. **No Admission of Liability.** This Agreement is entered into by the Parties solely for the purpose of compromising and settling the Action. This Agreement, and the actions undertaken and statements made in connection with this Agreement, do not constitute, nor shall it be construed to be, an admission of liability or wrongdoing, directly or by implication, of the truth or validity or scope of any claims or assertions made by any Party.

5. **Release.** This Agreement settles the Action and Century agrees that it will not initiate any other administrative or judicial proceeding of any kind to challenge the MSHCP, the related EIR/EIS, the Implementing Agreement or any related approvals of those documents by any entity, including but not limited to the CVAG Approvals, County Approvals and City Approvals. However, this Section 5 does not in any way affect Century's ability to challenge any future interpretation or application of the MSHCP that is inconsistent with this Agreement. In any administrative or judicial proceeding, any Party hereto may file this Agreement as a binding statement of the Parties' rights and obligations with respect to the subject matter hereof.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

7. **Binding.** This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, beneficiaries, affiliates, representatives, and transferees of the Parties.

8. **Severability.** If any provision of this Agreement is determined to be unenforceable in any respect by a court of competent jurisdiction, such unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such unenforceable provision had not been contained herein and the Parties will negotiate in good faith amendments to replace the unenforceable provisions and restore the original purpose and intent of this Agreement.

9. **Attorneys Fees and Costs.** The Parties agree that each Party shall bear its own attorneys' fees and costs incurred in connection with the Action, including the negotiation and drafting of this Agreement. However, if any legal action is brought for the enforcement of any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties, upon final judgment on the merits, reasonable attorneys' fees (including reasonable attorneys' fees at trial, during any appeal therefrom or during negotiations) incurred in such action.

10. **Further Cooperation and Obligation to Act in Good Faith.** The Parties acknowledge that all have relied on the written communications and directions by CDFG and USFWS authorizing the corrections and clarifications to the MSHCP set forth in Section 1(A) through 1(I) herein. The Parties agree to take those actions, if any, that any governmental agency with jurisdiction may determine to be necessary to preserve said corrections and clarifications to the MSHCP. The Parties expressly agree that if anyone challenges this Agreement or any further action by the Parties pursuant to this Agreement, the Parties will cooperate in good faith to defend the Agreement and protect the Parties' rights under this Agreement.

11. **Amendments.** The Parties expressly understand and agree that this Agreement may not be altered, amended, modified or otherwise changed in any respect except by a writing executed by all Parties.

12. **Full Integration.** This Agreement constitutes the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, warranties and covenants among the Parties with respect to settling the Action, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings and discussions between or among the Parties regarding settlement of the Action. The Parties agree, declare and confirm that upon execution this Agreement shall be valid, enforceable and binding between and among the Parties to the fullest extent permitted by law.

13. **Drafting.** Each Party acknowledges that: (i) each Party is of equal bargaining strength with the other Party; (ii) each Party has actively participated in, or had the opportunity to actively participate in, the drafting, preparation and negotiation of the Agreement; (iii) each Party has been represented by independent legal counsel of its own choice throughout the negotiations which preceded execution of this Agreement; (iv) each Party's independent counsel has reviewed the Agreement; and (v) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any portion of it or any amendments to it. This Agreement shall be construed fairly as to all

Parties and not in favor of or against any Party. The Parties hereby waive California Civil Code section 1654 which states in part that "the language of a contract should be interpreted against the party who caused the uncertainty to exist."

14. Headings. The headings of this Agreement are for reference purposes only and shall not affect in any way the meanings or interpretations of this Agreement.

15. Authority to Sign. Each Party represents and warrants to each other Party that its signatory to this Agreement has the authority to bind the Party, and this Agreement does bind the Party.

16. Notice To Any Party. Any notice to be given or to be served upon any Party hereto in connection with this Agreement, must be in writing and shall be deemed to have been given and received (i) when personally delivered with proof of personal delivery; (ii) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (iii) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below:

TO CVAG/CVCC:

Executive Director
Coachella Valley Association of Governments
73710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

With a Copy to:

Toni Eggebraaten, Esq.
77564 Country Club Dr., #191
Palm Desert, CA 92211
Phone: (760) 772-4292

TO COUNTY:

Environmental Programs Department
Attn: Carolyn Syms Luna, Director
4080 Lemon St., 12th Floor
Riverside, CA 92501
Phone: (951) 955-6097

TO CITY:

City Manager
City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
Phone: (760) 322-8350

TO CENTURY:

Gary Weintraub
Senior Vice-President of Operations
Century Vintage Homes
1505 S. "D" Street, #100
San Bernardino, CA 92408
Phone: (909) 381-6007

With a Copy to:

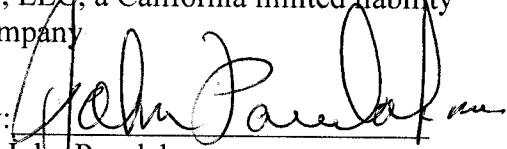
Michele A. Staples, Esq.
Jackson DeMarco Tidus & Peckenpaugh
2030 Main Street, Suite 1200
Irvine, CA 92614
Phone (949) 752-8585
Fax (949) 752-0597

17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all such counterparts together shall constitute one document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

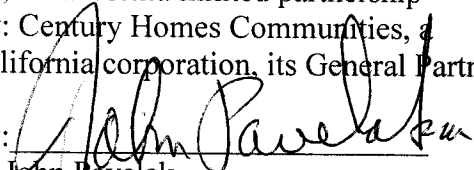
THE FALLS AT MOUNTAIN GATE
PALM SPRINGS VENTURES, LLC, a
Delaware limited liability company

THE FALLS AT MT. GATE-HILLINGER-
PS, LLC, a California limited liability
company

By: 
John Pavelak
President

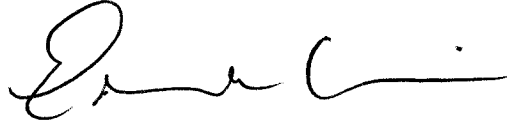
Date: 4/15, 2009

CENTURY CROWELL COMMUNITIES,
LP, a California limited partnership
By: Century Homes Communities, a
California corporation, its General Partner

By: 
John Pavelak
President

Date: 4/15, 2009


COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS

By: 
Eduardo Garcia
Chair

Date: April 27, 2009

APPROVED AS TO FORM:

CVAG GENERAL COUNSEL

By: 
Toni Eggebraaten, Esq.

APPROVED AS TO FORM:

CENTURY CROWELL COMMUNITIES,
LP LEGAL COUNSEL

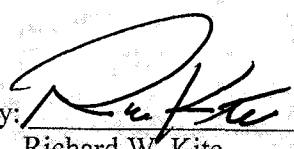
By:



Gregory Regier, Esq.

COACHELLA VALLEY
CONSERVATION COMMISSION

By:



Richard W. Kite
Chair

Date: _____, 2009

APPROVED AS TO FORM:

CVCC GENERAL COUNSEL

By:

Toni Eggebraaten, Esq.

COUNTY OF RIVERSIDE

CITY OF PALM SPRINGS

By: _____

By: _____

Date: _____, 2009

Date: _____, 2009

ATTEST:

ATTEST:

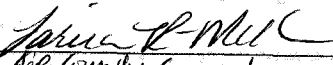
By: _____

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:



Dep. County Counsel

By: _____

APPROVED AS TO FORM:

CENTURY CROWELL COMMUNITIES,
LP LEGAL COUNSEL

By: _____
Gregory Regier, Esq.

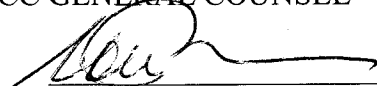
COACHELLA VALLEY
CONSERVATION COMMISSION

By: _____
Richard W. Kite
Chair

Date: _____, 2009

APPROVED AS TO FORM:

CVCC GENERAL COUNSEL

By:  _____
Toni Eggebraaten, Esq.

COUNTY OF RIVERSIDE

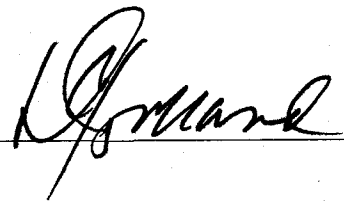
By: _____

Date: _____, 2009

ATTEST:

By: _____

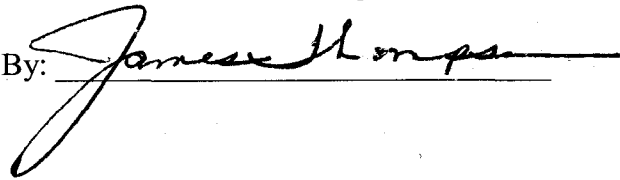
CITY OF PALM SPRINGS

By:  _____

Date: APRIL 23, 2009

ATTEST: APPROVED BY CITY COUNCIL

12/03/2008 CS
A5760

By:  _____

APPROVED AS TO FORM:

By: _____

APPROVED AS TO FORM:

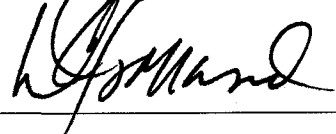
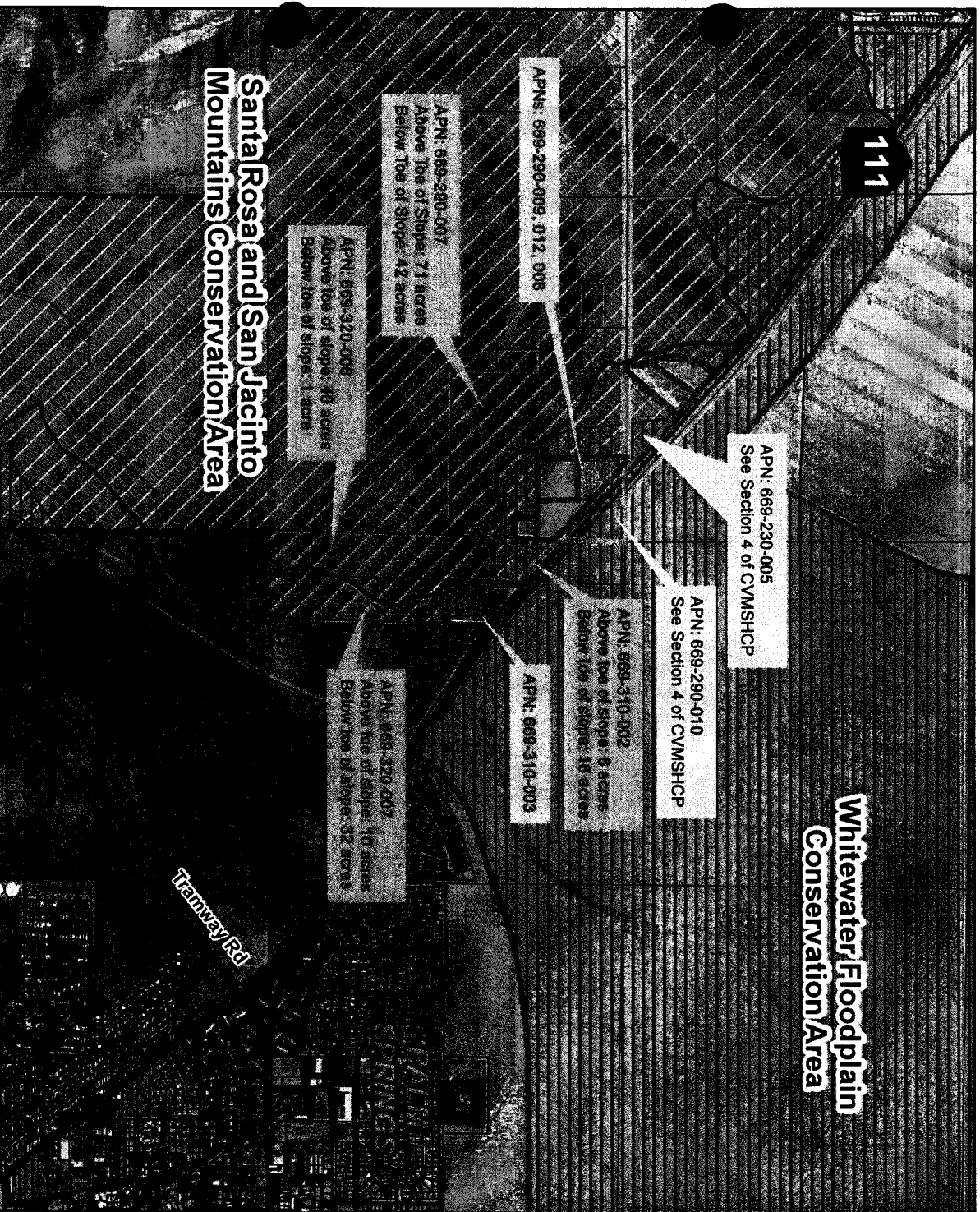
By:  _____

Exhibit "A": Century Parcels



Map Document: (F:\npsh\SDP Projects\ExhibitA-CenturyParcels.mxd)
01/05/2009



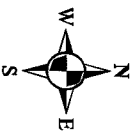
Disclaimer: Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. CVAG and the County of Riverside make no warranty or guarantee as to the content (in e source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Legend

- Toe of Slope
- Not a Part of Special Provisions Area
- Not a Part of Conservation Area
- Parcel Boundaries
- Roads
- City Boundaries
- Highway 111
- Special Provisions Area
- CVMSHCP Conservation Area
- Species Models**
 - Peninsular Bighorn Sheep Habitat
 - Le Conte's Thrasher
 - Desert Tortoise

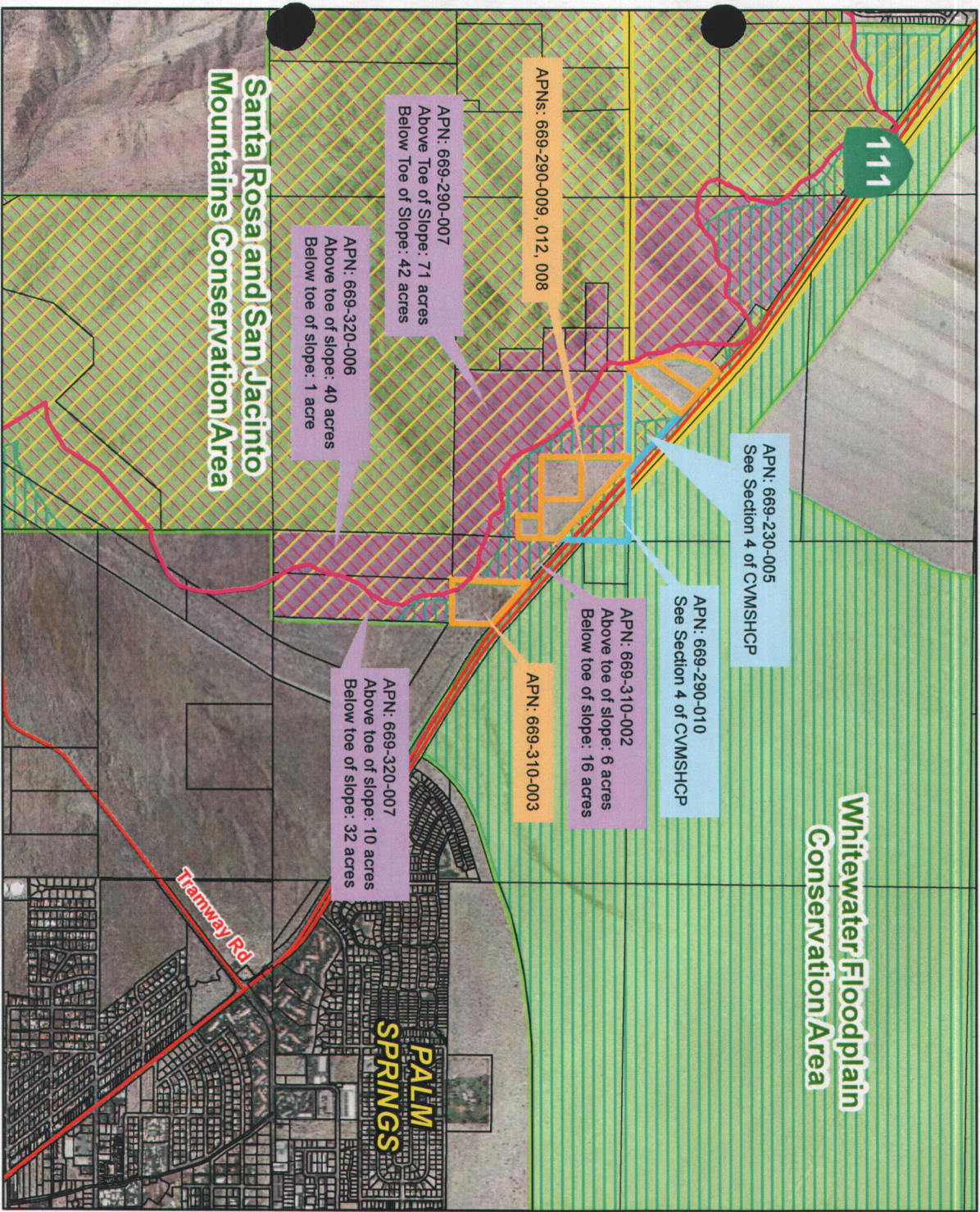
Highway 111 Special Provisions Area

The area below toe of slope on a parcel can be developed if the area above toe of slope is permanently conserved through conveyance of a conservation easement or fee title to the CVCC or other appropriate conservation entity.



Map by
Nicholas Peñh,
Coachella Valley
Association of Governments

Exhibit "A": Century Parcels



Map Document: (F:\mp\p\h\SPDE Project\ExhibitA-CenturyParcels.mxd)
01/05/2009

Disclaimer: Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. CVAG and the County of Riverside make no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Legend

- Toe of Slope
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- Species Models**
- Peninsular Bighorn Sheep Habitat
 - Le Conte's Thrasher
 - Desert Tortoise

Highway 111 Special Provisions Area

The area below toe of slope on a parcel can be developed if the area above toe of slope is permanently conserved through conveyance of a conservation easement or fee title to the CVCC or other appropriate conservation entity.



Map by
Nicholas Peihl,
Coachella Valley
Association of Governments