

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



ITEM
3.56
(ID # 3634)

MEETING DATE:

Tuesday, March 7, 2017

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION LAND MANAGEMENT AGENCY-PLANNING: Approval of Memorandum of Understanding (MOU) between the Torres Martinez Desert Cahuilla Indians, the County of Riverside, and Black Emerald Properties regarding the previously approved Travertine Point project. District 4; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Memorandum of Understanding (MOU) between the Torres Martinez Desert Cahuilla Indians, the County of Riverside, and Black Emerald Properties regarding the previously approved Travertine Point project.
2. Authorize the Chairman of the Board to execute the attached MOU

ACTION: Policy

Juan C. Perez, Director of Transportation & Land Management

2/22/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 7, 2017
xc: TLMA-Planning

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Droping Cost:
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: Applicant fees – 100%			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On February 7, 2012, the County certified the Final Environmental Impact Report for Travertine Point Specific Plan project and approved associated General Plan Amendment No. 910, Specific Plan No. 375, and Change of Zone No. 7623. As part of the Travertine Point Specific Plan entitlements, a condition of approval, Condition of Approval 30.PLANNING.1, was included that required Black Emerald Properties, LLC, to enter into and MOU with the Torres Martinez Desert Cahuilla Indians and the County to ensure that the Travertine Point Specific Plan and all associated project entitlements, conditions of approval, and mitigation measures will be implemented on the entire Project site, including the portions of the project site under the jurisdiction of the Torres Martinez. The MOU is the first step toward complying with the requirements of Condition of Approval 30.PLANNING.1, although future agreements will also be necessary as specific development projects are proposed within Specific Plan No. 375 to ensure compliance with Condition of Approval 30.PLANNING.1

Impact on Residents and Businesses

The impacts of Specific Plan No. 375 were evaluated in an Environmental Impact Report and through the public hearing process in 2012. The MOU is in furtherance of Specific Plan No. 385 and will not have any additional or new impacts on citizens or businesses.

SUPPLEMENTAL

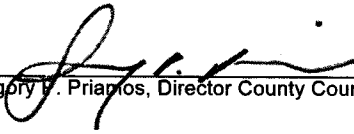
Additional Fiscal Information

There are no financial impacts to the County associated with this item, as any applicable costs will be fully funded by the applicant.

ATTACHMENTS:

ATTACHMENT A. Memorandum of Understanding

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



Gregory V. Priamos, Director County Counsel 2/23/2017

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TORRES MARTINEZ DESERT CAHUILLA INDIANS,
THE COUNTY OF RIVERSIDE, AND BLACK EMERALD PROPERTIES, LLC**

This MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into as of this _____ day of _____, 2017 (the "Effective Date"), by and between the Torres Martinez Desert Cahuilla Indians (the "Tribe"), the County of Riverside (the "County"), and Black Emerald Properties, LLC ("Black Emerald"), and is made with reference to the following facts:

RECITALS

A. Black Emerald is a Minnesota limited liability company, and the developer of the Travertine Point Specific Plan project (the "Project"). The Project is a master planned community proposing up to 16,655 residential units and approximately 5,029,500 square feet of non-residential development (retail, office, industrial, etc.), as well as parks, open space and public facilities, on approximately 4,918 acres of land, along the northwest shore of the Salton Sea, in both Riverside County and Imperial County.

B. The Tribe is a federally recognized Indian Tribe governing itself according to a constitution and exercising sovereign authority over the lands of the Torres Martinez Desert Cahuilla Indian Reservation, including approximately 1,410 acres of undeveloped Indian land within the Travertine Point Specific Plan project area (the "Indian Land"), consisting of 1,030 acres held in trust for the Tribe ("Tribal Property") and 380 acres held in trust for individual allottees ("Allottee Land"). Approximately 763 acres of the Indian Land are located within the unincorporated area of Riverside County and approximately 647 acres of the Indian Land are located within the unincorporated area of Imperial County. Approximately 333 acres of the Travertine Point Specific Plan project area is privately owned land located within, and subject to the land use jurisdiction of, Imperial County.

C. The County is a political subdivision of the State of California with land use authority over approximately 3,175 acres of undeveloped land located within the Travertine Point Specific Plan project area.

D. The Specific Plan includes land use designations, densities, and permitted uses that are intended to provide for the orderly and efficient development of the Project on both the Indian Land and the privately owned land under the jurisdiction of Riverside and Imperial Counties. The Specific Plan also includes master plans for circulation, flood control, water, sewer, dry utilities, and parks and open space (collectively, the "Backbone Infrastructure").

E. On February 7, 2012, the County certified a Final Environmental Impact Report ("EIR") for the Project and approved General Plan Amendment No. 910, Specific Plan No. 375 and Change of Zone No. 7623 (the "Project Entitlements"). The Project Entitlements include a condition of approval, Condition of Approval 30.Planning 1 requiring Black Emerald to enter

into a Memorandum of Understanding with the Tribe and the County to ensure that the Specific Plan, the Project Entitlements, and the conditions of approval and mitigation measures will be implemented on the entire Project site, including the portion on Indian Land.

F. As a first step towards complying with the requirements of Condition of Approval 30.Planning 1, and to promote the orderly development of the Project, the parties desire to enter into this MOU. Future implementing agreements will be necessary as specific development projects are proposed to ensure compliance with Condition of Approval 30.Planning 1, including easement agreements and other implementing agreements with individual landowners. This MOU is intended to bind only the parties hereto, including their successors and assigns, but is not intended to bind any other private property owners within Specific Plan No. 375.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article 1 **Adoption of Specific Plan on Tribal Property.**

- 1.1 **Adoption of Specific Plan.** Prior to or concurrently with its approval of this MOU, the Tribe's General Council has adopted a resolution approving the Specific Plan and adopting the Project Entitlements, as applicable to the Indian Land, including imposing all conditions of approval and mitigation measures relating to the Indian Land.
- 1.2 **Specific Plan Implementation.** Tribal Council will have the authority to implement the Specific Plan on Indian Land, including (1) approving subsequent entitlement applications to implement the Project, and (2) making determinations of substantial conformance with the adopted Specific Plan.
- 1.3 **District Refinement Plans.** Prior to approval of each District Refinement Plan (DRP), the County will provide the Tribe with an opportunity to review and comment on the DRP. The County's approval of each DRP shall only be binding upon property that is subject to the County's land use jurisdiction, and not upon Indian Land. Prior to approving any development on Indian Land within a particular District, the Tribe will adopt the County-approved DRP for the Indian Land within that District to ensure the coordinated implementation of the Specific Plan within that District.
- 1.4 **Specific Plan Amendments.** The Tribe will have jurisdiction over any proposed Specific Plan Amendments on Indian Land, but prior to approving any such proposed amendment, the Tribe will provide a copy to the County for its review and comment. Any proposed amendment requiring modifications to the Backbone Infrastructure will require the County's consent.

- 1.5 Development Triggers. The parties will cooperate in implementing the development triggers described in Section 3.13 of the Specific Plan, a copy of which is attached as Exhibit A. Residential development on Indian Land will be subject to the triggers set forth in Section 3.13, and commercial and other non-residential development on Indian Land will count toward satisfying those triggers.

Article 2 **Backbone Infrastructure.**

- 2.1 Grant of Easements. The parties will cooperate in the process of granting and obtaining all necessary easements, rights-of-way, access permits, and encroachment permits for construction of all Backbone Infrastructure for the Project.
- 2.2 Black Emerald. To the extent required under any conditions of approval imposed on the Project by the County, Black Emerald and its successors and assigns will be required to dedicate all necessary easements to implement the Backbone Infrastructure on, under and across their property at or prior to final map recordation.
- 2.3 Tribal Property. The Tribe will reasonably cooperate in granting all necessary easements to implement the Backbone Infrastructure on, under and across the Tribal Property it owns, and will cooperate and assist in obtaining BIA approval of same.
- 2.4 Allottee Land. The Tribe will require, as a condition of approval for development on any Indian Land within the Specific Plan area that is owned by Allottees ("Allottee Land"), that the landowner cooperate in granting or obtaining any necessary easements to implement the Backbone Infrastructure.
- 2.5 County. The County will consider and reasonably cooperate in granting all necessary easements, rights-of-way and encroachment permits, as applicable, to support implementation of the Backbone Infrastructure on property owned or controlled by the County, consistent with the approved Specific Plan.
- 2.6 Roadways. The parties agree that the arterial and collector roads shown in the Specific Plan will be constructed consistent with the locations and cross-sections set forth in Section 3.3 of the Specific Plan (as may be amended pursuant to section 1.4 of this MOU), and the responsible jurisdiction will ensure that such roads will remain open to the public, whether on Indian Land or property under the County's jurisdiction.

Article 3 **Compliance with Mitigation Monitoring and Reporting Program.**

- 3.1 **MMRP.** The parties agree to cooperate in implementing the Mitigation Monitoring and Reporting Program ("MMRP") for the Project on all property within the Specific Plan, including the Indian Land.
- 3.2 **Open Space Conservation.** The Tribe agrees to implement and enforce the areas designated in the Specific Plan as "Open Space (Conservation)," which are Planning Areas 2-7, 5-9 and 5-11. Specifically, the Tribe will enforce the development restrictions specified in the Specific Plan and Project Entitlements for these sensitive areas, which are under the Tribe's exclusive jurisdiction and contain cultural resources and natural resources that are important to both the Tribe and the County.
- 3.3 **Future Monitoring and Studies.** The Tribe, the County and Black Emerald will reasonably cooperate in seeking to grant temporary access rights over each other's property to the extent reasonably necessary to perform any monitoring, surveys, studies or assessments specified in the MMRP.

Article 4 **Funding of Public Improvements and Services.**

- 4.1 **Public Infrastructure Improvements.** Each developer of any portion of the Indian Land will be required by the Tribe to fund its pro rata share of all public infrastructure improvements set forth in the Specific Plan and the District Refinement Plan applicable to that property. As set forth in Table 3-10 of the Specific Plan, there are a number of possible mechanisms for satisfying this funding obligation, including direct contributions by the developer and development impact fees.
- 4.2 **Maintenance of Public Facilities.** All development on Indian Land will be required to pay its pro rata share of the maintenance costs for of all public facilities benefitting that development. As set forth in Table 3-16 of the Specific Plan, there are a number of possible mechanisms for funding this obligation, including payment of user fees, and payment of homeowner's association dues and assessments.
- 4.3 **Public Services.** All development on Indian Land within the Specific Plan boundaries will be required to fund its share of the cost of police, fire and other public services, as a condition of proceeding with such development. The Tribe agrees not to approve or proceed with any development on Indian Land without satisfying this obligation, with a revenue sharing agreement or other funding mechanism as determined to be most appropriate for the particular development. For example, a transit occupancy tax sharing agreement may be appropriate for a proposed hotel, while an HOA payment may be appropriate for a residential subdivision.

Article 5 **Future Cooperation.**

- 5.1 **Further Assurances.** In order to facilitate development of the Indian Land and the privately owned property with the Specific Plan in an orderly and efficient manner, consistent with the goals, policies and regulations set forth in the Specific Plan, the parties agree to mutually cooperate in seeking to take such further actions as may be reasonably required to carry out the terms and conditions of this MOU.

Article 6 **Term of MOU.**

- 6.1 **Initial Term.** The initial term of this MOU shall be a period of twenty (20) years, commencing on the date the last party executes this MOU.
- 6.2 **Term Extensions.** The initial term may be extended through buildout of the Project pursuant to consecutive 10-year extensions issued by the County Planning Director, based upon a finding that the MOU continues to serve the purposes set forth in the recitals or for other good cause ("MOU Extension"). The approval or denial of the MOU Extension shall be communicated in writing to Black Emerald and the Tribe.
- 6.3 **Appeal.** Any denial of an MOU Extension by the Planning Director shall be for good cause and shall be subject to an appeal to the Board of Supervisors, which must be received by the Clerk of the Board within thirty (30) days of giving notice of the County Planning Director's denial. Good cause for denial of an MOU Extension shall consist of at least one of the following: (1) the Specific Plan is no longer valid; (2) Black Emerald is in material breach of the MOU; (3) Black Emerald failed to request an extension of the MOU prior to expiration of the term; (4) a finding that the MOU is no longer needed because Condition of Approval 30.Planning.1 has been fulfilled by a subsequent agreement or agreements; (5) the Specific Plan has achieved build-out; (6) denial of the MOU Extension is necessary to protect the immediate health, safety, and welfare of the County's residents; or (7) a similar County interest justifies the denial.

Article 7 **Dispute Resolution.**

- 7.1 **Meet and Confer Requirement.** Whenever during the term of this MOU, any disagreement or dispute arises between the parties as to the interpretation of this MOU or of any rights or obligations arising hereunder, such matter shall be resolved whenever possible by the parties first meeting in person not later than thirty (30) days after receipt of written notice describing the dispute and conferring in a good faith attempt to resolve the dispute through negotiations, unless all parties to the dispute agree in writing to an extension of time. Because the purpose of meeting and conferring is to try to arrive at a mutually agreeable resolution of the dispute which may include a compromise or settlement, the parties agree

that statements (including but not limited to admissions) made during the meet and confer process are confidential and may not be relied upon or introduced as evidence for any purpose, including impeachment, in any arbitration or other proceeding. Nevertheless, any evidence otherwise subject to discovery or otherwise admissible shall not be protected from discovery or from use as evidence simply as a result of it having been used in connection with the meet and confer process.

7.2 Federal Court Action. If the dispute is not resolved to the satisfaction of the parties within sixty (60) days after the first meeting as set out in this Article, then, but only if the parties have complied with the meet and confer requirement above, any party may seek a resolution by commencing an action in the United States District Court for the Central District of California, and all parties hereby consent to the jurisdiction of that Court, but solely for the purposes of resolving any disputes under this Agreement pursuant to the terms and conditions of this Article.

7.3 Arbitration. If the dispute involves the Tribe and is not resolved to the satisfaction of the parties within sixty (60) days after the first meeting as set out in this Article, and if a federal court action is not permitted to proceed due to a lack of subject matter jurisdiction, then, but only if the parties have complied with the meet and confer requirement above, any party may seek a resolution of any dispute between them arising out of or relating to this MOU by arbitration in accordance with the procedures set forth herein. Any such claim, controversy or dispute arising out of or relating to this MOU must be submitted to binding arbitration conducted by the American Arbitration Association ("AAA") or JAMS, The Resolution Experts ("JAMS"), as determined by the initiating party. The arbitration shall be conducted in accordance with the applicable rules of AAA or JAMS then in effect, which shall not be construed to expand the limited waiver of the Tribe's sovereign immunity as set forth in this Article. Judgment on any arbitration award may be confirmed by and entered pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, in the United States District Court or in the event such court lacks jurisdiction, the courts of the State of California; provided such award is consistent with this Agreement and the Tribe's limited waiver of sovereign immunity. Appeal may be taken from a decision of such court regarding confirmation and/or enforcement of the decision in arbitration. No court may review the factual basis for the arbitration decision. The County is agreeing to binding arbitration solely for the purposes of this MOU, and the County's agreement to submit to binding arbitration shall not be used as precedent or in negotiations for other matters not relating directly to this MOU.

(A) Arbitrator. The arbitration will be heard by a single arbitrator determined by the parties. If the parties cannot agree on an arbitrator, then the AAA or JAMS shall appoint an arbitrator pursuant to its rules. The

arbitrator should be a retired federal judge, if available. If not available, the arbitrator must have some knowledge of federal Indian law and land use and be either a licensed attorney with at least fifteen (15) years' experience or a retired state judge. The arbitrator must be impartial, neutral, and unbiased. No person may serve as an arbitrator if that person is related to, affiliated with, or has represented in a legal capacity any party to the arbitration proceeding.

(B) Arbitration Proceedings. Any party may engage in discovery as permitted under the appropriate rules of the AAA or JAMS. The arbitration hearing should be conducted no later than ninety (90) days after an arbitrator is appointed and a written decision should be rendered within thirty (30) days thereafter. The arbitration decision will include written findings of fact and conclusions of law. The arbitrator may compel arbitration. The decision of the arbitrator shall be final and binding upon the parties, self-executory, and without further appeal or any judicial confirmation, recourse, or other process other than for confirmation and enforcement of the arbitration judgment pursuant to the Federal Arbitration Act. In construing this Agreement and resolving this dispute, the arbitrator shall apply Federal law then California law to the extent no Federal law applies. Each side shall bear its own costs, attorney's fees and its pro rata share (based on the number of parties) of the costs and expenses of the arbitrator/arbitration except that the arbitrator may award costs to the prevailing party. Notwithstanding anything to the contrary herein, a decision by the arbitrator shall have no precedential effect and shall not modify, overturn, negate, amend, repeal, or change tribal law in any other context. The arbitrator's ruling shall only affect the parties as to the matter on which the arbitrator has ruled.

- 7.4 State Court Action. If the dispute is not resolved to the satisfaction of the parties within sixty (60) days after the first meeting as set out in this Article, and if a federal court action is not permitted to proceed due to a lack of subject matter jurisdiction, then, but only if the parties have complied with the meet and confer requirement above, and only if the dispute is solely between the County and Black Emerald (or its successors), either party may commence an action in the Superior Court for the State of California for the County of Riverside.
- 7.5 Limitation on Remedies. In any action or arbitration under this Article 6, the court or arbitrator, as applicable, shall be limited to injunctive relief, specific performance and/or declaratory relief only, and shall not be permitted to award direct, indirect, special, consequential, punitive, or any other type of damages against any party.
- 7.6 Limited Waiver of Sovereign Immunity. The Tribe hereby grants a limited waiver of its sovereign immunity from unconsented suit solely for actions brought by Riverside County or Black Emerald (and no other

person or entity) in federal court or binding arbitration pursuant to the process set forth herein. This limited waiver is to be strictly and narrowly construed in favor of the Tribe and may be enforced only under the conditions set forth herein. Any federal court action or arbitration must be brought within one year from the accrual of any cause of action. This limited waiver may only be invoked if the invoking party is not in breach of any terms of this MOU and this MOU remains in full force and effect. No causes of action, self-help remedies, or claims in law or equity are cognizable against the Tribe except actions against the Tribe itself for specific performance, declaratory relief or injunctive relief. No claim for direct, indirect, special, consequential, punitive or any other type of damages shall be made, entertained, or awarded against the Tribe whether by way of indemnification or otherwise. The Tribe does not waive its sovereign immunity with respect to actions by third parties or disputes between the Tribe and Riverside County or Black Emerald not arising out of this MOU. This limited waiver does not allow any actions to be brought against the tribal council, tribal officers, tribal attorneys, tribal employees, tribal agents, tribal members, or any other person or entity acting on behalf of the Tribe. This Agreement shall not be construed as waiving sovereign immunity except for the limited waiver given herein by Tribe. This limited waiver shall last for the duration of this MOU.

- 7.7 Continuing Force and Effect. The parties agree that during any kind of controversy, claim, disagreement or dispute, including a dispute as to the validity of this MOU, the parties shall continue to possess the rights, duties, and obligations set forth in this MOU, and the parties shall continue their performance of the provisions of this MOU.

Article 8 **Miscellaneous.**

- 8.1. Authority to Execute Agreement. Each person or persons executing this MOU on behalf of a party warrant and represent that they have the authority to execute this Agreement and the authority to bind that party to the performance of its respective obligations hereunder.
- 8.2. Integration. This MOU represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained herein.
- 8.3. Amendment and Termination. This MOU shall not be amended or modified except by written agreement signed by all parties hereto. This MOU shall not be terminated except by written agreement signed by all parties hereto, by the County's denial of an MOU Extension pursuant to Section 6.3, pursuant to a final judgment obtained under the Dispute Resolution proceedings set forth in Article 7 of this MOU, by the failure of Black Emerald to request an MOU Extension prior to the expiration of

the term, by a determination of the County Planning Director that the Specific Plan is no longer valid, or by a finding by the County Planning Director that Condition of Approval 30.Planning.1 has been fulfilled by a subsequent agreement or agreements. In addition, once the MOU's Initial Term is complete, this MOU may also be terminated by a determination of the County Planning Director that the MOU should be terminated for other good cause, which must consist of a valid basis for denying an MOU extension, as set forth in Section 6.3 (collectively, "MOU Termination Decision"). The County shall provide written notice to Black Emerald and the Tribe at least thirty (30) days prior to making an MOU Termination Decision, and shall allow the parties and any other interested persons the opportunity to submit evidence or other written submissions during said 30-day period, which shall be considered by the Planning Director before making any MOU Termination Decision. An MOU Termination Decision is subject to appeal to the Board of Supervisors (unless based upon a final judgment obtained pursuant to Article 7 of this MOU), which must be received by the Clerk of the Board within thirty (30) days of the date of written notice of the MOU Termination Decision, or the MOU Termination Decision will be final. If the MOU is terminated prior to buildout of the Project, and as a result, the Project may not be in compliance with the requirements of Condition of Approval 30.Planning.1, the parties shall cooperate in good faith to determine the appropriate steps to bring the Project into compliance with Condition of Approval 30.Planning.1. Any action by the Board of Supervisors shall constitute a final action by the County and shall be subject to review by the Superior Courts of the State of California or as otherwise provided in Article 7 of this MOU.

- 8.4. Construction of Agreement. All parties have been represented by counsel in the preparation of this MOU and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain.
- 8.5. No Waiver. No delay or omission by a party in exercising any right or power accruing upon non-compliance or failure to perform by another party under the provisions of this MOU shall impair, or be construed to be a waiver of, any such right or power. A waiver by a party of any of the covenants or conditions to be performed by another party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.
- 8.6. Covenant of Good Faith and Fair Dealing. No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this MOU or do anything which would render its performance under this MOU impossible. Each party shall perform all

acts contemplated by this MOU to accomplish the objectives and purposes of this MOU.

- 8.7. Severability. If any provision of this MOU shall be adjudicated to be invalid, void, or illegal but the remainder of the MOU can be enforced without failure of material consideration to any party, it shall in no way affect, impair, or invalidate any other provisions of this MOU, which shall remain in full force and effect, unless amended by mutual consent of the parties.
- 8.8. No Joint Venture or Partnership. The parties hereby renounce the existence of any form of joint venture, partnership or other association between them, and agree that nothing in this MOU or in any document executed in connection with it shall be construed as creating any such relationship between them.
- 8.9. Notice. Any notice, demand, request or communication required or permitted to be given by any provision of this MOU shall be in writing and shall be delivered personally to the party to whom the same is directed, sent by registered or certified mail, return receipt requested, or sent by Federal Express or any other courier service guaranteeing overnight delivery, addressed to the party at the address appearing below such party's name in this Section or by electronic transmission to the electronic mail address set below such party's name (followed by notice by mail sent in the manner described above or by Federal Express or other courier service):

If to the Tribe:

Torres Martinez Desert Cahuilla Indians
Tribal Offices
66725 Martinez Road
Thermal, CA 92274
Attn: Tribal Administrator

With a copy to:

The Law Offices of Thomas Eagle Weathers, P.C.
1000 Fourth St., Suite 500
San Rafael, CA 94901
Attn: Thomas Weathers, Esq.
Email: tom@thomasweatherslaw.com

If to the County:

Steve Weiss, County Planning Director
Riverside Co. Planning Dept.
P.O. Box 1409
Riverside, CA 92502-1409
sweiss@rctlma.org

With a copy to:

Melissa Cushman
Office of County Counsel
3960 Orange St., Suite 500
Riverside, CA 92501
Email: mcushman@co.riverside.ca.us

If to Black Emerald:

Federated Insurance
121 East Park Square
Owatonna, MN 55060
Attn: Michael N. Keller
Senior Vice President – Director of Finance
Email: mnkeller@fedins.com

With a copy to:

Stowell, Zeilenga, Ruth, Vaughn & Treiger LLP
4590 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Attn: James D. Vaughn, Esq.
Email: jvaughn@szrlaw.com

or to such other address as each party may from time to time specify by notice in accordance with this Section. Any such notice shall be deemed to have been delivered, given, and received for all purposes as of the date so delivered, at the applicable address; provided that notices received on a day that is not a Business Day, or after 5:00 p.m. (at the location to which delivery is to be made) on a Business Day shall be deemed received on the next Business Day. Notice to a party shall not be effective unless and until each required copy of such notice specified in this Section (or as the parties may from time to time specify by notice in accordance with this Section) is given.

- 8.10. Partial Invalidation Due to Governmental Action. In the event state or federal laws or regulations enacted after the effective date of this MOU, or formal action of any governmental entity other than the County, prevent

compliance with one or more provisions of this MOU, or require changes in plans, maps or permits approved by the County, the parties agree that the provisions of this MOU shall be modified, extended, or suspended only to the extent necessary to comply with such laws or regulations.

- 8.11. Further Actions and Instruments. The parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this MOU. Each of the parties shall timely execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this MOU.
- 8.12. Assignment. Black Emerald shall not have the right to assign all or any portion of its rights and obligations under this MOU to any third parties without the prior written consent of the Tribe. Upon Tribal approval of any assignment, Black Emerald shall promptly provide written notice to the other parties identifying the assignee and the property interest or estate being acquired by the assignee, and providing a copy of any assignment agreement relating thereto.
- 8.13. Third Party Beneficiaries. This MOU is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision in this MOU.
- 8.14. Time is of the Essence. Time is of the essence of each and every provision in this MOU.
- 8.15. Counterparts and Electronic Signatures. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereby acknowledge and agree that signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this MOU had been delivered. The parties (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this MOU based on the foregoing forms of signature.

WITNESS WHEREOF, the parties have executed this MOU effective as of the date first written above.

THE TORRES MARTINEZ DESERT
CAHUILLA INDIANS

BLACK EMERALD PROPERTIES, LLC

By: *[Handwritten Signature]*

By: _____

Its: TRIBE COUNCIL CHAIRMAN

Its: _____

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

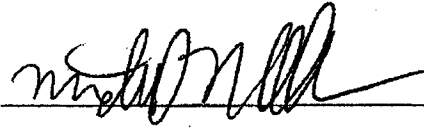
By: _____
Deputy

WITNESS WHEREOF, the parties have executed this MOU effective as of the date first written above.

THE TORRES MARTINEZ DESERT
CAHUILLA INDIANS

BLACK EMERALD PROPERTIES, LLC

By: _____

By:  _____

Its: _____

Its: *Chief Manager and Vice President*

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first written above.

THE TORRES MARTINEZ DESERT
CAHUILLA INDIANS

BLACK EMERALD PROPERTIES, LLC

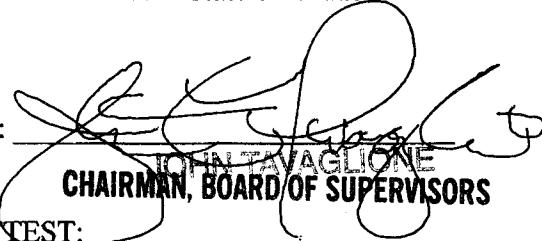
By: _____

By: _____

Its: _____

Its: _____

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
JOHN TAVAGLIONE
CHAIRMAN, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY:  2/8/17
MELISSA R. CUSHMAN DATE

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

3.13 PROJECT IMPLEMENTATION

3.13.1 Specific Plan Implementation Measures

This section sets forth several implementation measures that are applicable throughout the entirety of the Travertine Point Specific Plan area. These measures are as follows:

1. District Refinement Plan Requirements – The Travertine Point Specific Plan addresses a very large area, some 4,900 acres, and includes more than 75 individual Planning Areas. The buildout of the community is forecasted to be approximately 35 years. Five Specific Plan Districts are identified to group planning areas into more manageable and comprehensible geographic areas. Districts 1 through 5 are identified on Exhibit 3-2, District Map. Each District Map identifies the Land Use designation for each planning area along with regulatory development standards.

The Specific Plan includes design guidelines to provide community wide architectural and landscape concepts to establish direction for future development. The design guidelines also provide the character concepts of the community that use effective building solutions that minimize impacts to the environment and energy resources.

In order to provide current design details for each Specific Plan District, the Developer shall prepare a District Refinement Plan (DRP) that will be required to be processed with a Specific Plan substantial conformance application before any development application can be approved within any District. A DRP may be processed concurrently with any planning development application or subdivision map.

Prior to or concurrent with the first approval of any implementing project within any District, a Specific Plan Substantial Conformance application for a District Refinement Plan shall be required. No implementing project shall be approved before a District Refinement Plan for the corresponding District receives approval from the Planning Commission. District Refinement Plans may be processed concurrently with implementing projects.

Each District within the Specific Plan shall receive a different development level designation when the District Refinement Plan application is filed. All subsequent implementing projects, including any processed concurrently with the District Refinement Plan shall be attached to the development level designation for the corresponding District Refinement Plan. This condition shall be applied to each District Refinement Plan to automatically count the development of all new residential dwelling units for that District on the County's Land Management System.

The total dwelling unit count shall be tracked in a separate spreadsheet by the Planning Director and updated by the applicants for each new project. This is part of the application submittal requirements per the Specific Plan.

The primary intention of the Travertine Point DRP process is to outline District land uses, provide design details and correlate appropriate infrastructure requirements for District development. The DRP will outline elements of the District as follows:

- a. Introduction
- b. District Land Uses and Product Descriptions
- c. Circulation
- d. Parks Concepts and Locations
- e. Landscape Features and Trails Concepts

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- f. Retention basins
 - g. Grading
 - h. Infrastructure improvements
 - Drainage and flood control
 - Water
 - Dry Utilities
 - i. District Theme and Design Goals
 - Architectural Styles
 - Street Landscaping and lighting
 - District Entries/Signage
 - District Landmarks
 - Walls and Fencing
2. The development of the property shall be in accordance with the requirements of applicable Riverside County or Imperial County Ordinances, as the case may be, and state laws, unless modified by this Specific Plan. Property development shall conform substantially with this approved Travertine Point Specific Plan, as filed in the offices of the Riverside County Planning Department and Imperial County Planning Department, unless otherwise amended.
 3. Prior to issuance of a building permit for construction of any use contemplated by this approval, the applicant shall first obtain clearance from the Riverside County Planning Department or Imperial County Planning Department, as the case may be, verifying that all pertinent conditions of Specific Plan approval have been satisfied for the phase of development in question.
 4. An environmental assessment shall be conducted for each development application review process such as, subdivision map, plot plan, site plan, conditional use permit, change of zone, specific plan amendment or any other discretionary permit required to implement this Specific Plan. At a minimum, the environmental assessment shall utilize the evaluation of impacts addressed in the Specific Plan's Environmental Impact Report.
 5. Affordable Housing - Travertine Point's affordable housing program will provide a minimum of 10 percent of the total dwelling units as affordable housing, or a total of 1,666 affordable units assuming the project is built out to the maximum of 16,655 units. For Travertine Point it has been determined that 10 percent of the housing should be affordable with the target eligibility income level ranging between 35 and 120 percent of the Area Median Income (AMI) and shall require a minimum of 167 units (10 percent of the total required affordable housing) to be very low income. Affordable housing will be developed generally in concert with, and/or as, "market-rate" housing. The number of affordable units or amount of in-lieu fee will be determined by residential unit counts and/or square footage, and will be adjusted to respond to market conditions.

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A housing unit shall qualify as an affordable unit if rented or sold to very low, low, or moderate-income households. The affordable unit home's sales price, or rental payment, shall be based on household median incomes for Riverside County. Information relating to home sales price, market areas and median income in the County of Riverside is made available by the U.S. Department of Housing and Urban Development (HUD) and shall be made available to prospective renters or buyers. Affordable rental payments shall be monthly housing expenses, including a reasonable allowance for utilities (30 percent of gross monthly income), for rental units for very low, low, or moderate income households. Affordable sales price shall be at which moderate, low or very low income households can qualify for the purchase of a housing unit, calculated on the basis of underwriting standards of mortgage financing available.

The required amount of affordable units to be made available is based on a percentage of the estimated residential units allocated within the Development Phases as shown in the table below. Delivery of affordable units will accelerate from a beginning of seven percent, peak at thirty-five percent and average the requirement of fifteen percent at buildout. The development of affordable housing units starts lower in early phases because of accessibility, limited availability of economic subsidies, and service needs. Affordable housing developments for very low and low income for example, may have special considerations that require a full-range of services with easy access to transportation, schools, and medical facilities, etc. As the community grows, these types of services become more readily accessible to meet their needs. The affordable housing requirement will increase to thirty-one percent and thirty-five percent during Development Phases III and IV respectively and will require fifteen percent for Development Phase V at buildout.

It is the intent of the master developer to avoid concentration of affordable housing in any one location or development phase of Travertine Point and, to the extent possible, to blend affordable and market rate development. Specific locations, types, and occupancy will be included in the Affordable Housing Implementation Program (AHIP) to be submitted to the County with the first increment of development and updated with subsequent development increments. However, the required amount of affordable units is based on the residential units allocated to the Development Phase. It is not the intent to require the required amount of affordable units to be necessarily located within the corresponding Development Phase. This provides the flexibility to locate actual development of affordable residential units anywhere within the community and where it is most appropriate. Affordable units may be provided within any phase and at any time as long as the affordable units or in-lieu fees provided meets the minimum residential development thresholds being built within the community. Table 3-8, Affordable Housing Requirement, outlines the Specific Plan's required amount of affordable units pursuant to the residential units allocated to the corresponding Development Phase.

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**Table 3-8
Affordable Housing Requirement**

Development Phase	Number of Residential Units Allocated by Phase	Percentage Delivery Required of 1,666 Affordable Units	Affordable Units Required
I	3,249	7%	117
II	3,608	12%	200
III	3,386	31%	516
IV	5,166	35%	583
V	1,246	15%	250
Total	16,655	100%	1,666

Affordable Housing Units are required as follows:

- a. Prior to the issuance of building permit for the 3,133th residential unit, 117 affordable housing units or credits shall be available.
- b. Prior to issuance of building permit for the 6,658th residential unit, 200 (317 cumulative) affordable housing units or credits shall be available.
- c. Prior to the issuance of building permit for the 9,628th residential unit, 516 (833 cumulative) affordable housing units or credits shall be available.
- d. Prior to the issuance of building permit for the 15,160th residential unit, 583 (1,416 cumulative) affordable housing units or credits shall be available.
- e. Prior to the issuance of building permit for the 16,405th residential unit, 250 (1,666 cumulative) affordable housing units or credits shall be available.

Various methods to provide for affordable housing are available. It is recognized that no model currently exists to forecast residential financing over an extended period of time. What is known is that residential development is developer driven. The primary challenge for all types of housing is the source of financing. Money to buy land, money to build homes, money to maintain them are the issues. They are particular acute for workforce and other affordable housing that has historically relied on some level of private subsidies and governmental financing that is becoming scarcer and harder to obtain. Future developers are partners in the provision of all types and costs of housing. Travertine Point commits to providing a menu of methods to comply with affordable housing requirement which will result in units for all economic segments of the community. An Affordable

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Housing Implementation Program (AHIP) will be submitted for approval with subsequent District Refinement Plans.

Some suggested methods to provide for affordable housing could include any one or a combination of, and not limited to, the following:

- a. **Tax credits** are available from both federal and state programs, are subject to regular reauthorization by federal and state government, and are of variable value subject to market trends.
- b. **Inclusionary Housing:** this program generally encourages the development of the affordable units concurrent with market rate units and has been most successful with moderate range single family, attached-single family, garden or zero-lot-line, or condominium projects. Inclusionary housing requirements can provide both actual for sale or rental units and in-lieu funds and both sources should be a part of a successful housing plan. A significant component of the inclusionary requirement is an incentive program that will entice developers to participate willingly. Some of the more popular incentives are density bonuses, waiver of zoning or site requirements, local tax abatements, waiver or deferral of permit fees, fast-track permitting, and subsidization of infrastructure by the jurisdiction using some other source of income.
- c. **Accessory Dwelling Units:** For parcels large enough to accommodate an accessory dwelling unit, or residential unit over a detached garage, these "Granny Flats" may be counted as affordable units. They provide second residences, either for sale or rent, and can attract people from diverse age and provides for an affordable residence for lower income groups. In order to receive credit as an affordable unit, the accessory unit must be defined as a complete legal dwelling according to building codes.
- d. **Live/Work Units:** for development projects that propose live-work units, a small business space on the ground floor subsequent spaces containing the residential living space. These types of units may be counted as affordable units in that employees on site provide obvious economic and environmental benefits.
- e. **Payments in-lieu-of for housing developers:** this program generally allows a developer to contribute to a housing trust fund or other banking vehicle in-lieu-of actual construction of the units. Payments may be based on percentages rather than specific dollar amounts. This program is only successful if the contribution is generally equal to the actual development of the required number of units. It has the advantage that funds from several projects may actually be sufficient to meet the "gap" in the development of an affordable housing community. The actual entities that will collect, invest, and allocate the in-lieu funds will have to be determined by implementation of an Affordable Housing Implementation Program (AHIP).
- f. **Employee housing:** if an employer delivers employee housing within five miles of the jobsite, these dwellings will receive double the amount of affordable credit towards the affordable housing requirements. The benefits of workers not commuting and generating costs and environmental impacts is rewarded with this double credit. These dwellings can be provided in any form accommodating plumbed, overnight accommodations, including apartments, bunk houses, group quarters, etc.

Various sources of affordable housing funding are available. One of the most effective incentives is local jurisdiction cooperation which could result in funding applications either supported by or submitted by local governments. Some of the funding sources listed in Table 3-9, Potential Affordable Housing Programs, will most assuredly change over time. Some will morph into

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complimentary programs, some will disappear, and others will receive decreased – or increased funding. However, both the state and federal governmental housing agencies are exploring permanent sources of financing and Travertine Point must position itself to take advantage of them. In addition, there may be housing trust funds, adjacent jurisdiction assistance, regional funding, and in-fill development assistance.

**Table 3-9
Potential Affordable Housing Programs**

Program	Funding Source	Applicant	New Construction or Rehabilitation	Comments
Inclusionary Housing Program	In-lieu of development	Developers	New Construction	Locally adopted; options for collection/allocation include CSD, HOA, IFD
Low Income Tax Credits	Federal	Developers	Both	Competitive
Low Income Tax Credits	State	Developers	Both	Competitive
HOME Participating	HUD	Cities, Counties	Both	For larger entitlement jurisdictions
HOME Small Cities	State HCD	Cities, Counties	Both	For small cities that do not participate with counties - competitive
Multifamily Housing Program (MHP)	State HCD	Developers	Both	Competitive; funding may end in 2009
Joe Serna, Jr. Farmworker Housing	State HCD	Developers	New Construction	Competitive; 51% of residents must be farm workers
Transit-Oriented Development	State HCD	Developers	New Construction	For high-density housing and mixed use near transit stations
Rural Rental Housing Section 515	USDA	Developers	New Construction	In small rural communities
Rural Rental Housing Guarantee Loans	USDA	Developers	New Construction	In small rural communities
RDA Housing Set-Aside Funds	RDA – city or county	Developers	Both	Can be for use in RD Areas or jurisdiction-wide

6. Parks - A ratio of approximately five acres of park shall be provided per 1,000 residents. Utilizing this ratio, the buildout of 16,655 residential dwelling units will necessitate the need for approximately 192 acres of neighborhood park facilities. Parkland dedication, park facility improvements and/or payment of in-lieu park fees shall be phased with residential development and subject to tentative tract map conditions of approvals in accordance with Riverside County Municipal Code, Title 16, Subdivisions, Chapter 16.20, Dedications, and the Subdivision Map Act. At no time shall the number of dwelling units approved within Final Tract Maps exceed the corresponding local park credit that is dedicated / offered for dedication. More specific locations of parks will be submitted with subsequent District Refinement Plans with final locations to be refined during processing of Tentative Tract Maps.
7. One out of every four public parks shall be a sports field and that sports field shall be at least 5 acres in size.

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8. Parks acreages or credits are required to be applied within the Specific Plan boundaries as follows:
 - a. Prior to the issuance of building permit for the 3,250th residential unit, 43 acres of park or credits shall be available.
 - b. Prior to the issuance of building permit for the 6,500th residential unit, 48 acres (91 cumulative) of park or credits shall be available.
 - c. Prior to the issuance of building permit for the 10,000th residential unit, 47 acres (138 cumulative) of park or credits shall be available.
 - d. Prior to the issuance of building permit for the 13,500th residential unit, 68 acres (206 cumulative) of park or credits shall be available.
9. The Developer or builder shall provide a park with playground and field play area, prior to the issuance of the 25th residential certificate of occupancy. This implementation measure may be waived or modified without further amendment to this Specific Plan, if such facility is determined appropriate at a later stage of development by the County.
10. Regional Park Facility - Subsequent to closure of the Oasis Landfill and subject to the approval of the County of Riverside, commence phased improvements for a Regional park of regional scale as follows:
 - a. Prior to issuance of 7,300th building permit, the Developer shall have a Park Master Plan approved by the Desert Recreation District or as otherwise acceptable agency by County of Riverside, and the County of Riverside Planning Department, or equivalent, for the park located with Planning Area 2-18.
 - b. Prior to issuance of the 8,300th residential building permit phase 1 for regional park facilities that equal 20% of the total land area for the regional park shall be open to the public and operational. Facilities within the park will be according to the Park Master Plan approved by Desert Recreation District or as otherwise acceptable agency by County of Riverside, and the County of Riverside Planning Department.
 - c. Prior to issuance of the 9,960th residential building permit phase 2 for regional park facilities that equal 20% of the total land area for the regional park (which will be 40% of the cumulative total of the park) shall be open to the public and operational. Facilities within the park shall be according to the Park Master Plan approved by Desert Recreation District or as otherwise acceptable agency by county of Riverside, and the County of Riverside Planning Department.
 - d. Prior to issuance of the 11,620th residential building permit phase 3 for regional park facilities that equal 20% of the total land area for the regional park (which will be 60% of the cumulative total of the park) shall be open to the public and operational. Facilities within the park shall be according to the Park Master Plan approved by Desert Recreation District or as otherwise acceptable agency by County of Riverside, and the County of Riverside Planning Department.
 - e. Prior to issuance of the 13,280th residential building permit phase 4 for regional park facilities that equal 20% of the total land area for the regional park (which will be 80% of the cumulative total of the park) shall be open to the public and operational. Facilities within the park shall be according to the Park Master Plan approved by Desert Recreation District or as otherwise acceptable agency by County of Riverside, and the County of Riverside Planning Department.
 - f. Prior to issuance of the 14,940th residential building permit the remainder of the regional park shall be open to the public and operational. Facilities within the park shall be according to the

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Park Master Plan approved by Desert Recreation District or as otherwise acceptable agency by County of Riverside, and the County of Riverside Planning Department.

- g. Pursuant to California Integrated Waste Management Board post-closure land use¹, any residential or non-residential uses or development for on-site construction within 1,000 feet of any disposal area shall be designed and constructed in accordance with the following, or in accordance with an equivalent design which will prevent gas migration into the building, unless an exemption has been issued:
 - i. a geomembrane or equivalent system with low permeability to landfill gas shall be installed between the concrete floor slab of the building and subgrade;
 - ii. a permeable layer of open graded material of clean aggregate with a minimum thickness of 12 inches shall be installed between the geomembrane and the subgrade or slab;
 - iii. a geotextile filter shall be utilized to prevent the introduction of fines into the permeable layer;
 - iv. perforated venting pipes shall be installed within the permeable layer, and shall be designed to operate without clogging;
 - v. the venting pipe shall be constructed with the ability to be connected to an induced draft exhaust system;
 - vi. automatic methane gas sensors shall be installed within the permeable gas layer, and inside the building to trigger an audible alarm when methane gas concentrations are detected; and
 - vii. periodic methane gas monitoring shall be conducted inside all buildings and underground utilities in accordance with Article 6, of Subchapter 4 of this chapter (section 20920 et seq.).
 - h. In the event that the Developer and /or the County of Riverside County elects not to enter into an Agreement regarding the transfer of land or as otherwise acceptable agency by County of Riverside, if it elects to hold the property, for the Regional Park, a Specific Plan Amendment shall be filed which shall identify an alternative regional park location within the Specific Plan, revise the Land Use Plan to reflect a potential new regional park site, and revise all other affected components of the Specific Plan to accommodate a new regional park site. Any required California Environmental Quality Act (CEQA) analysis shall also be completed and documented with the Specific Plan Amendment. The improvement and implementation of the new park site will follow the schedule as described in items a through f above. The new park site acres and improvements shall be creditable towards the Specific Plan park requirements.
11. Library – Riverside County Library System
- a. Phase I – Prior to issuance of a building permit for the 3,500th dwelling unit, the applicant shall construct an estimated 5,000-square-foot library facility in coordination with the Riverside County Library System.
 - b. Phase II – Prior to issuance of a building permit for the 7,000th dwelling unit, the applicant shall construct an estimated 5,000-square-foot library facility in coordination with the Riverside County Library System.

¹ Authority cited: Sections 40502 and 43020, Public Resources Code; and Section 66796.22(d), Government Code.
Reference: Sections 43021, 43103 and 44105, Public Resources Code; and Section 66796.22(d), Government Code.

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- c. Phase III – Prior to issuance of a building permit for the 10,500th dwelling unit, the applicant shall construct an estimated 5,000-square-foot library facility in coordination with the Riverside County Library System.
- d. Phase IV – Prior to issuance of a building permit for the 14,000th dwelling unit, the applicant shall construct an estimated 5,000-square-foot library facility in coordination with the Riverside County Library System and/or the Imperial County Free Library System. The applicant shall execute a joint Memorandum of Understanding with both the Riverside County Library System and Imperial County Free Library System that provides for the location of this library site in either Riverside or Imperial County and that this library will provide services to both systems. Regardless of the location of this library, the applicant shall participate in development fees for library services as required by each County.

12. Fire Stations

- a. Based on the adopted Riverside County Fire Protection Master Plan, one new fire station and/or engine company could be required for every 2,000 new dwelling units, and/or 3.5 million square feet of commercial/industrial occupancy. Given the project's proposed development plan, up to 6 fire station(s) may be needed to meet anticipated service demands. The Fire Department reserves the right to negotiate developer agreements associated with the development of land and/or construction of fire facilities to meet service demands through the regional integrated fire protection response system.
- b. Prior to final building inspection for the 2,000th residential unit within the Riverside County portion of the proposed project, a fire station for the RCFD or to the satisfaction of the RCFD shall be provided.
- c. Prior to final building inspection for the 4,000th residential unit within the Riverside County portion of the proposed project, a fire station for the RCFD or to the satisfaction of the RCFD shall be provided.
- d. Prior to final building inspection for the 10,000th residential unit of the proposed project, a fire station for the SCSD shall be provided.
- e. Fuel modification zones minimize the potential exposure of the developed areas to wildfire hazards consistent with the requirements of RCFD and SCSD. A landscaped/fuel modification buffer shall be required surrounding each home site and structure in planning adjacent to open space areas. The following fuel modification standards shall be incorporated:
 - i. The fuel modification zone shall incorporate a program of brush clearance and thinning of combustible plant materials.
 - ii. The fuel modification zone shall be designated around all structures as measured from face of building.
 - iii. Thinned native plants of high habitat value, may be located throughout this zone as a transition between open space and developed areas.
 - iv. Fuel modification zones shall be maintained by the homeowner's association (HOA) in accordance with the RCFD and SCSD guidelines (except estate lots).
 - v. The exact location, dimension, and requirements for the fuel-modification zones would be determined and refined in agreements established between RCFD, SCSD and County staff, and ultimately during the processing of tentative tract maps. The following descriptions provide a conceptual fuel modification plan with the minimum treatment for the zones:

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- **Zone A – Setback Zone from the Structure to the Property Line**
Most vegetation in this zone is limited to ground covers, green lawns, and a limited number of selected ornamental plants. This zone provides defensible space for fire suppression that will be maintained by homeowners.
- **Zone B – Irrigated Zone includes Manufactured Slopes**
This 20-foot-wide zone would augment irrigation and planting required, relating to manufactured slopes and landscape requirements. The 20-foot band of irrigation outside the fence line provides defensible space for fire suppression and will be HOA-maintained. This space would adjoin manufactured slope along the property line to provide a band of irrigation prior to Zone A. Special consideration would be given for Rare and Endangered plant species, geologic hazards, tree ordinances, or other conflicting restrictions.
- **Zone C – Thinning Zone**
This 80-foot-wide zone would be the beginning of the thinning zone and would be designed to eliminate the spread of fire from one plant to another via ladder fuels and eliminate horizontal continuity by properly spacing remaining vegetation and limiting large masses of unbroken vegetation. Thinning would reduce existing vegetation with removal of the majority of undesirable tall flammable plants species, including trees and tree form shrubs, and would be HOA maintained. Reduction of fuel loading is accomplished by reducing shrubs or trees without substantial decrease in the canopy cover or removal of soil-holding root systems. Natural vegetation is thinned in reduced amounts as the zone moves away from development.
- **Zone D – Interface Thinning Zone**
This 100-foot-wide area would be the initial interface between wildland areas and fuel-modification zones. It would consist of native vegetation individually thinned to reduce foliage or fuel loading. This zone does not necessarily require the removal of plants but thinning those that exist. Proper thinning and spacing of remaining tree and tree form native shrubs will reduce fuel load without overly exposing the soil to threat of erosion. Native vegetation is thinned by reduced amounts as the zone moves away from development, depending on fuel type in this area. Typical tree and shrub maintenance is required every 3 to 5 years depending on growth and native grasses; this zone would be maintained as needed annually by the HOA.

13. Sheriff Station

- a. Prior to the issuance of the 3,249th building permit within the Specific Plan, or to the satisfaction of the RCSD, a sheriff's substation for the RCSD within the Riverside County portion of the proposed project shall be constructed and operating.
- b. Prior to the issuance of the 6,857th building permit within the Specific Plan, or to the satisfaction of the RCSD, a second sheriff's substation for the RCSD within the Riverside County portion of the proposed project shall be constructed and operating.
- c. Prior to the issuance of building final permits for the 750th residential unit in Imperial County, a sheriff's substation, or expansion of the Salton City Substation, to service the project site shall be constructed and be operational.

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14. Medical Facilities
 - a. Prior to the issuance of the 1,500th building permit within the Specific Plan, detailed plans for an urgent care medical facility within the Travertine Point Specific Plan area shall be approved by the Planning Department. All designs shall substantially conform to the design criteria as specified in the District Refinement Plan for the respective District.
 - b. Prior to the issuance of the 2,500th building permit within the Specific Plan an urgent care medical facility shall be constructed and operating.
 - c. Prior to the issuance of the 5,000th building permit within the Specific Plan, a site for a hospital within the Travertine Point Specific Plan area or other nearby location acceptable to the Planning Director shall be identified and approved by the Planning Department. The development of such site shall be subject to an agreement with a health care provider to construct and operate a hospital at such time as a provider determines there is sufficient need to make the construction and operation of a hospital financially feasible. The design shall substantially conform to the design criteria as specified in the district refinement plan for the respective district.
 - d. Prior to the issuance of the 15,000th building permit within the Specific Plan a structure for a hospital shall be constructed and operational.
15. Lots created pursuant to this Specific Plan, and any subsequent tentative maps, shall be in conformance with the development standards of the zones applied to the property by the Specific Plan Zoning Ordinance.
16. Development applications that may include separate property owner(s), separate Planning Areas, and/or jurisdictional boundaries, but with the same land use designation, should be cohesively and compatibly designed with respect to character and intensity of the adjacent property.
17. Development applications which incorporate common areas shall be accompanied by design plans for the common areas, specifying location and extent of landscaping, irrigation systems, structures and circulation (vehicular and pedestrian and/or bicycle) consistent with its District Refinement Plan.
18. Flood Control – Coachella Valley Water District
 - a. The developer shall be required to construct flood control facilities to safely convey the 100-year flows based on NOAA Atlas 14 rainfall and/or Standard Project Flood whichever is greater.
 - b. Prior to issuance of grading permits, the developer shall obtain a Conditional Letter of Map Revision (CLOMR) through the Federal Emergency Management Agency.
 - c. Prior to issuance of grading permits, the developer shall execute an agreement with the District which shall include applicable provisions outlined in the District Ordinance No. 1234.
 - d. Prior to issuance of grading permits, the developer shall submit to the District a Flood Control Facility Operations and Maintenance Manual for review and approval.
 - e. Prior to issuance of grading permits, the developer shall grant flooding easements over the flood control facilities in a form and content reasonably acceptable to the District.
 - f. Prior to issuance of grading permits, the developer shall submit final construction plans for the proposed flood control facilities and a detailed hydrological and hydraulic design report for review and approval.

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- g. Prior to issuance of any building permits within Development Phase I and II, Developer shall construct Channels 1 and 2 (or equivalent).
 - h. Prior to issuance of any building permit within Development Phase III Developer shall construct Channel 3 (or equivalent).
 - i. Prior to issuance of any building permits within Development Phases IV and V, Developer shall construct Channel 4 (or equivalent).
 - j. Prior to occupancy, the developer shall, at the completion of the construction of the flood control facilities, submit "as-built" topography, construction drawings and engineering analysis for District review to verify that the design capacity is adequate.
 - k. Prior to occupancy, the developer shall obtain a Letter of Map Revision (LOMR) through the Federal Emergency Management Agency, which removes the development from the special flood hazard area.
19. Potable Water – Coachella Valley Water District
- a. Prior to issuance of first building permit, Developer to connect to CVWD 30" Main for potable water.
 - b. Prior to issuance of the 2,422 building permit, Developer shall install water tank and retention basin within Development Phase II for potable water storage.
 - c. Prior to issuance of the 11,704 building permit, Developer shall install water tank and retention basin within Development Phase V for potable water storage.
20. Irrigation and Fire Suppression – Coachella Valley Water District
- a. Prior to issuance of the first building permit, Developer shall install interim hydro-pneumatic system in coordination with CVWD irrigation and fire suppression.
 - b. Prior to issuance of the 2,422 building permit, Developer shall install permanent irrigation and retention basin system for irrigation and fire suppression.
21. Sewer – Coachella Valley Water District
- a. A land use overlay designation for a wastewater treatment plant has been located in Planning Area 5-12 within the Imperial County portion of the proposed project. If it is determined that this location is not appropriate for the development of an expandable wastewater treatment plant on the project site, the applicant through a Special Agreement with SCSD, shall establish an area off site where a modular wastewater treatment plant could be located and be within the service boundaries of the SCSD. This may require additional CEQA review in the future.
 - b. Prior to building final inspection for the first residential unit and/or commercial unit within the Imperial County portion of the proposed project, the applicant shall execute a Special Agreement providing for SCSD to design, permit, construct, operate, and maintain a modular wastewater treatment plant and nonpotable water storage and distribution system. Such system shall be sized according to the Wastewater Management Master Plan for the portion of the proposed project within Imperial County. The project applicant shall provide necessary funding for the construction of this plant.
 - c. All wastewater treatment facilities will be creditable toward the facilities component of SCSD's Sanitation Capacity charge for all residential, commercial, and industrial structures within the SCSD's portion of the project boundary. The applicant's financial responsibility for these

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facilities is only for those components of the wastewater treatment facilities necessary to provide wastewater treatment for the proposed project's and its associated effluent.

22. Power – Imperial Irrigation District
 - a. Prior to the issuance of the first building permit within Development Phase I, Developer to facilitate with IID, TPPS and Electrical Sub-Station No. 1, in collaboration with, or as required by Imperial Irrigation District.
 - b. Prior to the issuance of the first building permit within Development Phase II, Developer to facilitate with IID, Electrical Sub-Station No. 2, in collaboration with, or as required by Imperial Irrigation District.
 - c. Prior to the issuance of the first building permit within Development Phase III, Developer to facilitate with IID, Electrical Sub-Station No. 3, in collaboration with, or as required by Imperial Irrigation District.
 - d. Prior to the issuance of the first building permit within Development Phase IV, Developer to facilitate with IID, Electrical Sub-Station No. 4, in collaboration with, or as required by Imperial Irrigation District.
23. Natural Gas – Prior to issuance of first building permit, Developer will coordinate gas branch line extension to serve project with the Southern California Gas Company.
24. Roadways, infrastructure, open space and any other public facilities may be coordinated by and paid for through an assessment district, community facilities district, or community services district or area to facilitate construction, maintenance, and management, as identified in Table 3-10, Community Facilities and Funding Sources.

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**Table 3-10
Community Facilities and Funding Sources**

FACILITY TYPE	POTENTIAL RESPONSIBLE PARTY FOR CONSTRUCTION	POTENTIAL FUNDING SOURCES
PHASE I		
Parks and Trails-Phase I to meet 5 acres per 1,000 residents level of service	<ul style="list-style-type: none"> • Developer • Desert Recreation District 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Quimby Fees • Developer Contributions
Flood Control-Channel 1	<ul style="list-style-type: none"> • Developer • CVWD 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees
Flood Control-Channel 2	<ul style="list-style-type: none"> • Developer • CVWD 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees
Potable Water-Use CVWD 1st 30" Main	<ul style="list-style-type: none"> • Developer • CVWD 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Sewer and Water Connection Charges
Irrigation & Fire Water-Interim Hydro-Pneumatic Pumping Plant & Filtration System	<ul style="list-style-type: none"> • Developer • CVWD 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees
Sewer-Modular Wastewater Package Plant	<ul style="list-style-type: none"> • Developer • CVWD 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Sewer and Water Connection Charges • Infrastructure Financing District
Power-Construct TPPS	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Developer Contributions
Power-Construct Substation 1	<ul style="list-style-type: none"> • Developer • IID 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • IID Fees • Developer Contributions
Sheriff-Substation	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Developer Contributions • Land-Secured Financing District(s) • Development Impact Fees
Fire Protection-Fire Station	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Developer Contributions • Land-Secured Financing District(s) • Development Impact Fees
Schools-Elementary	<ul style="list-style-type: none"> • Developer • CVUSD 	<ul style="list-style-type: none"> • CVUSD School Fees • Developer Contributions
Schools-Middle School	<ul style="list-style-type: none"> • Developer • CVUSD 	<ul style="list-style-type: none"> • CVUSD School Fees • Developer Contributions
Schools-High School	<ul style="list-style-type: none"> • Developer • CVUSD 	<ul style="list-style-type: none"> • CVUSD School Fees • Developer Contributions
Library - Phase I	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Developer Contributions

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**Table 3-10
Community Facilities and Funding Sources**

FACILITY TYPE	POTENTIAL RESPONSIBLE PARTY FOR CONSTRUCTION	POTENTIAL FUNDING SOURCES
PHASE II		
Parks and Trails-Phase II to meet 5 acres per 1,000 residents level of service	<ul style="list-style-type: none"> • Developer • Desert Recreation District 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Quimby Fees • Developer Contributions
Portable Water-Water Tank & Retention basin	<ul style="list-style-type: none"> • Developer • CVWD 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Sewer and Water Connection Charges
Sewer-Sewer Crossing 86S	<ul style="list-style-type: none"> • Developer • CVWD 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Sewer and Water Connection Charges
Irrigation & Fire Water-Permanent Irrigation Retention basin & System	<ul style="list-style-type: none"> • Developer • CVWD 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Developer Contributions
Power-Construct Substation 2	<ul style="list-style-type: none"> • Developer • IID 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Developer Contributions • IID Fees
Fire Protection-Fire Station	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Developer Contributions • Land-Secured Financing District(s) • Development Impact Fees
Schools-Elementary	<ul style="list-style-type: none"> • Developer • CVUSD 	<ul style="list-style-type: none"> • CVUSD School Fees • Developer Contributions
Library - Phase II	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Developer Contributions
PHASE III		
Parks and Trails-Phase III to meet 5 acres per 1,000 residents level of service	<ul style="list-style-type: none"> • Developer • Desert Recreation District 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Quimby Fees • Developer Contributions
Flood Control-Channel 3	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Developer Contributions
Sewer-Sewer Permanent Wastewater Treatment Plant	<ul style="list-style-type: none"> • Developer • CVWD 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Developer Contributions
Power-Construct Substation 3	<ul style="list-style-type: none"> • Developer • IID 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • IID Fees • Developer Contributions
Library - Phase III	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Developer Contributions
Oasis Dump - Closure	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Developer Contributions
Schools-Elementary	<ul style="list-style-type: none"> • Developer • CVUSD 	<ul style="list-style-type: none"> • CVUSD School Fees • Developer Contributions

3. SPECIFIC PLAN LAND USE PLAN

**Table 3-10
Community Facilities and Funding Sources**

FACILITY TYPE	POTENTIAL RESPONSIBLE PARTY FOR CONSTRUCTION	POTENTIAL FUNDING SOURCES
Regional Park – Phases I & II	<ul style="list-style-type: none"> • Developer • Desert Recreation District 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Quimby Fees • Developer Contributions
PHASE IV		
Parks and Trails-Phase IV to meet 5 acres per 1,000 residents level of service	<ul style="list-style-type: none"> • Developer • Desert Recreation District 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Quimby Fees • Developer Contributions
Flood Control-Channel 4	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Developer Contributions
Power-Construct Substation 4	<ul style="list-style-type: none"> • Developer • IID 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • IID Fees • Developer Contributions
Regional Park - Phases III & IV	<ul style="list-style-type: none"> • Developer • Desert Recreation District 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Quimby Fees • Developer Contributions
Schools-Elementary	<ul style="list-style-type: none"> • Developer • CVUSD 	<ul style="list-style-type: none"> • CVUSD School Fees • Developer Contributions
PHASE V		
Parks and Trails-Phase V to meet 5 acres per 1,000 residents level of service	<ul style="list-style-type: none"> • Developer • CVRPD 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Quimby Fees • Developer Contributions
Library - Phase IV	<ul style="list-style-type: none"> • Developer 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Developer Contributions
Regional Park - Phase V	<ul style="list-style-type: none"> • Developer • Desert Recreation District 	<ul style="list-style-type: none"> • Land-Secured Financing District(s) • Development Impact Fees • Quimby Fees • Developer Contributions
Schools-Elementary	<ul style="list-style-type: none"> • Developer • CVUSD 	<ul style="list-style-type: none"> • CVUSD School Fees • Developer Contributions

Source: DPFG (Infrastructure Phasing and Funding Analysis for the Travertine Point Specific Plan, March 26, 2009), and updated by FORMA, August 2010.

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25. In order to provide residential design flexibility, and to accommodate more sustainable compact development, a residential project may be under or exceed the target density range of the land use designation. Final development densities permitted shall be determined through the appropriate development application review up to the designated Travertine Point Specific Plan maximum density (16,655 dwelling units) and the adjustment of dwelling units are subject to the Section 3.13.7, Adjustment Provisions and Dwelling Unit Tracking. Final development densities permitted will be based upon, but not limited to, the following:
 - a. Adequate availability of services;
 - b. Adequate access and circulation;
 - c. Sensitivity to land forms;
 - d. Innovation in housing types, design and conservation practices; and/or
 - e. Sensitivity to neighborhood design through appropriate lot and street layouts.
26. Areas designated as open space shall be deed restricted, so as to prohibit inappropriate development activity in such open space.
27. Prior to the issuance of building permits, improvement plans for developed common open space areas, including landscape plans, shall be submitted for Riverside County or Imperial County Planning Department approval, as the case may be.
28. Any common areas identified in the Specific Plan shall be owned, or controlled by easement, and maintained by a permanent master maintenance organization which shall assume ownership and maintenance responsibility for all common recreation, open space, circulation systems and landscaped areas (including those in the commercial area). The maintenance organization may be public or private. The maintenance organization shall be established prior to or concurrently with the recordation of the first land division or issuance of any building permits for any approved development permit.
29. It is anticipated that maintenance associations, will be established. The master homeowners association and the master commercial property owners association, or equivalent, shall be charged with the unqualified right to assess their own individual members who own individual units for reasonable maintenance and management costs which shall be established and continuously maintained. The property owners association shall be responsible for private roads, parking, open space areas, signing, landscaping, irrigation, common areas and other facilities, as necessary. This section in no way limits the ability to form sub-associations as necessary and proper to realize the overall fiscal goal of the project, and ensure reasonable responsibility for funding of improvements.

3.13.2 Subdivisions

All land subdivision maps of any type (e.g., tentative or final, tract or parcel) shall be submitted, reviewed, and approved in accordance with the Riverside County Subdivision Ordinance, or Imperial County Subdivision Ordinance, as the case may be, and the California Subdivision Map Act. This Specific Plan shall supersede in the event of conflicts with the County Subdivision Ordinance, to the extent otherwise consistent with the State Map Act. Concurrent with the submittal of each subdivision map, an updated Land Use Plan Statistical Table (see Table 3-11) shall be submitted (see also Section 3.13.7, Adjustment Provisions and Dwelling Unit Tracking).

3. SPECIFIC PLAN LAND USE PLAN

Several elementary schools, a middle school, and a high school are planned and will be located within the Specific Plan area to serve the needs of the community. The actual number and locations of all public school facilities will be determined by the number of new students generated by residential development (in this case only primary and secondary units within the proposed project site as active adult residential units would not generate students), in collaboration with CVUSD.¹ The following implementation measures will ensure adequate school sites within the community.

a. Elementary Schools:

The first 680 Primary and Secondary Single-Family and Multi-Family Dwelling units built out in the proposed project would generate approximately 296 students ($680 \times 0.4357 = 296.276$) all of which would currently be able to attend Sea View Elementary School, and the school would still operate at under capacity conditions.

- i. Prior to tentative tract map approval of the 1,837th residential unit (combination of primary and secondary), coordinate with CVUSD for the need to dedicate an elementary school site based on the needs of residents.
- ii. Prior to tentative tract map approval of the 3,674th residential unit (combination of primary and secondary), coordinate with CVUSD for the need to dedicate an elementary school site based on the needs of residents.
- iii. Prior to tentative tract map approval of the 5,511th residential unit (combination of primary and secondary), coordinate with CVUSD for the need to dedicate an elementary school site based on the needs of residents.
- iv. Prior to tentative tract map approval of the 7,348th residential unit (combination of primary and secondary), coordinate with CVUSD for the need to dedicate an elementary school site based on the needs of residents.
- v. Prior to tentative tract map approval of the 9,185th residential unit (combination of primary and secondary), coordinate with CVUSD for the need to dedicate an elementary school site based on the needs of residents.
- vi. Prior to tentative tract map approval of the 11,022nd residential unit (combination of primary and secondary), coordinate with CVUSD for the need to dedicate an elementary school site based on the needs of residents.

b. Middle School:

The first 3,000 Primary and Secondary Single-Family and Multi-Family Dwelling units built out in the proposed project would generate approximately 332 middle school students ($3,000 \times 0.1107 = 332.1$) all of which would currently be able to attend West Shores High School (this school provides education to middle school and high school students grades 7 through 12), and the school would still operate at under capacity conditions.

¹ This is based on the following combined student generation rates for single-family residential and multi-family residential units as obtained from Letty Torres, Coachella Valley Unified School District Facilities Department, March 9, 2010. Elementary School (SFD/MFD) = 0.4357; Middle School (SFD/MFD) = 0.1107; and High School (SFD/MFD) = 0.2019. Which would yield (SFD + MFD = 11,159 dwelling units) Elementary School Students = 4,862; Middle School Students = 1,235; and, High School Students = 2,253.

3. SPECIFIC PLAN LAND USE PLAN

- i. Prior to tentative tract map approval of the 3,001st residential unit (combination of primary and secondary), coordinate with CVUSD for the need to dedicate a middle school site based on the needs of residents.

- c. High School:

The first 1,500 Primary and Secondary Single-Family and Multi-Family Dwelling units built out in the proposed project would generate approximately 303 high school students ($1,500 \times 0.2019 = 302.9$) all of which would currently be able to attend West Shores High School (this school provides education to middle school and high school students grades 7 through 12), and the school would still operate at under capacity conditions.

- i. Prior to tentative tract map approval of the 1,501st residential unit (combination of primary and secondary), coordinate with CVUSD for the need to dedicate an high school site based on the needs of residents.

2. Employment Projection

Based on assumed floor area ratios, building square footage, and land use, the Specific Plan anticipates an employment base of approximately 12,856. The anticipated job to housing ratio is 0.77 jobs per dwelling (refer to Table 3-15, Employment Projection Assumptions). This jobs-to-housing ratio provides significant opportunity for residents to live in close proximity to a place of employment within Travertine Point. This provides work/live benefits in furtherance of a sustainable community and promotes the strategy for residents and businesses to reduce travel trips, vehicle miles traveled, commuting time, and take advantage of alternative travel modes.

The estimated amount of non-residential square footage to be built and occupied per Development Phase in conjunction with residential development will be required in order to provide a reasonable amount of new jobs that will be generated within the Specific Plan area. As the community grows, residential development inventory builds a supply that accommodates employment land use needs and will attract commercial development and services that supports resident's needs.

Delivery of employment development square footage will start slower in earlier phases and will accelerate during later phases. The estimated amount of job creating non-residential development may occur within any phase and at any time as long as it meets the minimum residential development thresholds being built within the community. Table 3-14, Estimated Job Generation, outlines the Specific Plans required amount of job generating, non-residential square footage to be built and occupied, per phase.

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**Table 3-14
Estimated Job Generation**

Development Phase	*Minimum Required Built and Occupied Non- Residential S.F.	Estimated Non-Residential S.F. per Phase at Buildout	Estimated Jobs Generated at Phase Buildout
I	89,000	355,000	695
II	440,500	827,000	1,625
III	1,100,000	1,955,000	4,958
IV	2,400,000	1,725,000	4,216
V	1,000,000	167,500	1,362
Total	5,029,500	5,029,500	12,856

* The estimated amount of job creating non-residential development required may occur within any phase and at any time as long as it meets the minimum residential thresholds being developed within the community.

Non-residential square footage shall be built and occupied per Development Phase in conjunction with residential development will be required in order to provide a reasonable amount of new jobs that will be generated within the Specific Plan area. Delivery of employment development square footage will start slower in earlier phases and will accelerate during later phases. The estimated amount of job creating non-residential development may occur within any phase and at any time as long as it meets the minimum residential development thresholds as identified below:

- a. Prior to the issuance of building permit for the 3,250th residential unit, 89,000 square feet of nonresidential development is required to be built and occupied.
- b. Prior to issuance of building permit for the 6,500th residential unit, 440,500 square feet (529,500 square feet cumulative) of non-residential development is required to be built and occupied.
- c. Prior to issuance of building permit for the 9,500th residential unit 1,100,000 square feet (1,629,500 square feet cumulative) of non-residential development is required to be built and occupied.
- d. Prior to issuance of building permit for the 13,500th residential unit, 2,400,000 square feet (4,029,500 square feet cumulative) of non-residential development to be built and occupied.
- e. Prior to the build out of 15,000th residential unit, 1,000,000 square feet (5,029,500 square feet cumulative) of non-residential development is required to be built and occupied.

In recognition of this strategy, Travertine Point has planned its land uses accordingly, as described previously in Section 3.1.2, Land Use Designations. Further technical analysis is provided by the Population and Employment Projections for Travertine Point in Riverside and Imperial Counties, California, prepared by The Concord Group, February 27, 2008 and updated by FORMA, March 2010.