



# City of La Quinta

**CITY / SA/ HA/ FA MEETING DATE:** November 4, 2014

**AGENDA CATEGORY:**

**ITEM TITLE:** ADOPT RESOLUTION APPROVING THE ENVIRONMENTAL ASSESSMENT, INTRODUCE AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT, AND ADOPT RESOLUTION APPROVING THE PURCHASE, SALE AND DEVELOPMENT WITH SILVERROCK DEVELOPMENT COMPANY LLC FOR THE SILVERROCK RESORT PROJECT

**BUSINESS SESSION:**

**CONSENT CALENDAR:**

**STUDY SESSION:**

**PUBLIC HEARING: 1**

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## **RECOMMENDED ACTION:**

- A) Adopt a resolution approving Environmental Assessment 2014-1003.
- B) Move to take up Ordinance No. \_\_\_ by title and number only and waive further reading.
- C) Move to introduce at first reading Ordinance No. \_\_\_ adopting the Development Agreement by and between the City and SilverRock Development Company, LLC.
- D) Adopt a resolution approving the Purchase, Sale and Development Agreement by and between the City and the SilverRock Development Company, LLC.

## **EXECUTIVE SUMMARY:**

- Over the last 18 months, the City negotiated agreements with SilverRock Development Company, LLC (SDC) for the creation of a development program at SilverRock Resort highlighted in the vicinity map (Attachment 1). SDC is a development corporation composed of Meriwether Companies and the Robert Green Companies.
- The development program includes a luxury hotel with branded luxury residential, a lifestyle hotel with branded lifestyle residential, a conference and shared services facility, a mixed-use village, resort residential village, renovation of the existing Ahmanson Ranch House, construction of a permanent golf clubhouse, as well as associated road and utility infrastructure. The site map (Attachment 2) presents the SilverRock Resort Development Program (Development Program).
- The Development Program and the major deal points have been presented

during City Council Study Sessions and one Planning Commission Public Hearing.

- The City's goals are to ensure long-term income generation for the City, maintain the current levels of resident golf play, and create new vibrant recreational opportunities for present and future generations.
- In order to build the Development Program, the City must approve the Environmental Assessment, enter into a Development Agreement (approved by Ordinance) and approve a Purchase, Sale and Development Agreement.

### **FISCAL IMPACT:**

This transaction requires City investment of an estimated \$20.1 million in transient occupancy tax (TOT) revenue rebate to SDC. The rebate is limited to TOT generated from the luxury and lifestyle hotels and only during the first 15 years of the respective hotel operation. Further, the rebate is paid only if these hotels do not achieve an annual 11 percent return on cost during the 15-year period. After 15 years, TOT revenue sharing will end and the City will receive 100 percent of TOT revenue.

Over the same 15-year period, it is projected that the City would receive \$52.9 million in fee and tax revenue: \$5,200,000 in development impact fee revenue, \$38,700,00 of TOT revenue (after the \$20,100,000 TOT revenue rebate), \$6,000,000 of sales tax revenue, and \$3,000,000 of property tax revenue. Greater detail on this transaction can be found in the Economic Development Subsidy Report (Attachment 3).

### **BACKGROUND/ANALYSIS:**

#### **Development Program/Developer Investment**

The projected value of the Development Program is \$420 million. The Development Program includes the following:

- A. Master Site Infrastructure – infrastructure improvements including mass grading, wet/dry utilities, roads, re-routing of existing golf holes and storm water retention at a cost of \$42 million paid by SDC.
- B. Hotels – A 140-room, 5-star quality luxury hotel and spa and a 200-room, 4-star quality lifestyle hotel.
- C. Conference – A 71,000 square foot conference center and shared services facility shared by the luxury and lifestyle hotels.
- D. Retail – A resort village with 150,000 square feet of resort residential units and up to 40,000 square feet of retail space with recreation areas.

- E. Branded Resort Residential – 35 luxury and 60 lifestyle branded residential homes that are associated with their respective hotels that generate TOT (not subject to rebate).
- F. Resort Residential – 160 resort style homes for private ownership with the option for owners to offer as short-term rentals as TOT generating units (not subject to rebate).
- G. Ahmanson Ranch House – Renovation of the facility as a public event center and to serve as an amenity to the resort.
- H. New Golf Clubhouse – 5,000 square feet of air conditioned space with large outdoor patios and event lawn.

### **Deal Points**

The major deal points of this transaction involve reconfiguration of the Arnold Palmer Golf Course, TOT rebate, and land sale. Throughout negotiations, the City has focused on the following guiding principles: long term income generation, maintaining current levels of resident golf play, and creation of new and unique recreational opportunities for residents.

- A. Arnold Palmer Golf Course Reconfiguration – Three existing golf course holes have been identified to be relocated or reconfigured in order to accommodate the luxury hotel. The City, SDC, and Arnold Palmer Design Group have reviewed this impact and together have discussed a golf hole rerouting plan.
- B. TOT Rebate – The TOT rebate period would span 15 years. During this period, when less than an 11 percent return on cost is achieved, the City would rebate SDC a portion of the hotel TOT revenue from the luxury and lifestyle hotels. In years 1 through 10, up to 95 percent of the TOT would be rebated. In years 11 through 15, up to 75 percent of the TOT would be rebated. TOT rebates are not paid when an 11 percent return is achieved.
- C. Land Sale – The City would sell approximately 145 acres of property for \$1.00 per parcel (the number of parcels has yet to be determined). The former Redevelopment Agency used tax-exempt bonds to purchase the land and fund the subsequent improvements. Internal Revenue Service regulations restrict the income the City may receive from property purchased and improved with tax exempt bonds. Land sale represents one of these restrictions, which results in the land sale income being limited to \$1.00 per parcel. This would be the case regardless of developer.
- D. Resident Golf – The current resident card status will not change. The number of golf rounds available and resident access to tee times will remain the same. During the past three years, approximately 14,000 rounds have been played annually by residents, which amount to 30 percent of total play at the course. Going forward that same 30 percent will remain dedicated to resident play.

## **Proposed Items**

The City and SDC have negotiated the proposed environmental assessment and agreements, which set forth the relationship, terms and conditions that would implement the Development Program. These items have been available for public review since October 13, 2014. Since the date of their release, the agreements have been finalized for consideration by Council. There have been no changes to the Environmental Assessment and Development Agreement. Changes have been made to the Purchase, Sale and Development Agreement for clarification, document consistency and further definition of the terms, and they are identified in the Summary of Changes ("Addendum No.1").

**Environmental Assessment** – The City's Community Development Department prepared Environmental Assessment 2014-103 specific to this item. This Environmental Assessment considered previous environmental approvals (EA 2006-568 and EA 2002-453). Those previous environmental approvals will be available at the meeting and are available in the Community Development Department for inspection. The Community Development Director has determined that the project, with its revisions, will not trigger any of the findings in CEQA Guideline 15162, and will not have a significant adverse impact on the environment and therefore, is recommending that Environmental Assessment be adopted.

**Development Agreement** – This agreement is being processed pursuant to state law and will be used to provide SDC a vested right to the current General Plan, SilverRock Specific Plan, and other specified land use entitlements. This agreement is intended to be for the limited purpose of providing certainty to SDC (and successors-in-interest) that the permitted land uses will remain in place for a sufficient time to allow construction and use of the property, as well as specifying the amounts that will be required to be paid for certain processing fees and City-issued permits and land use entitlements. Annual review of the progress of the project will be conducted pursuant to the terms of this agreement.

**Purchase, Sale, and Development Agreement (PSDA)** – This is the main operative agreement for the sale and development of the property. The PSDA involves subdividing and conveyance of the property with two land take-downs, construction of master site infrastructure associated with the two land take-downs, phasing of development for the hotel, residential, retail and public uses outlined by a schedule of performance. In addition it provides for various contractual safeguards for the City, including a provision that allows the City to buy back all or a portion of the property in the event of an uncured default by SDC. The PSDA authorizes the City to rebate to SDC TOT revenue for 15 years as the City's investment in the project and in exchange for SDC's continuous maintenance and operation of the hotels. In the event, the hotels cease operations then the TOT rebate would be null and void.

Staff has negotiated several contractual safeguards in order to safeguard the City. They include SDC adhering to a performance schedule, demonstrating proof of financing prior to construction of all development components, ability for the City

to audit the SDC's and the hotel operators' financial statements, and all project components must have the necessary contractor and performance bonds, completion guarantees, and be fully insured.

**ALTERNATIVES:**

The proposed development ensures long-term revenue generation to the City, maintains resident golf play and serves as a catalyst to future growth in La Quinta. The Council could elect not to approve the agreements, but there is no assurance in this economic climate that another party will step forward prepared to make such a large investment while not seeking as much City assistance.

Report prepared by: Chris Escobedo, Assistant to City Manager

Report approved for submission by: Frank J. Spevacek, City Manager

Addendum:           1.     Summary of Changes from Previous Public Drafts

Attachments:        1.     Vicinity Map  
                          2.     Site Map of Development Program  
                          3.     Economic Development Subsidy Report



## SUMMARY OF CHANGES FROM PREVIOUS PUBLIC DRAFTS

### PURCHASE, SALE AND DEVELOPMENT AGREEMENT ("PSDA")

- Minor non-substantive changes made throughout for clarification, form and document consistency.
- 100. DEFINITIONS – The Following definitions were added or refined:
  - "Conference and Shared Service Facility", "GC Permit", "Golf Course Realignment", "Indemnitee" and "Indemnitee's", "Lifestyle Hotel", "Municipal Code", "Official Records", "PA" or "Planning Area", "Phase 1 Property", "Project Component", "Property Legal Description", "SWRCB", "Schedule of Performance", "Site Map" "TOT Covenant Agreement", "Transient Occupancy Tax", and "Water Agreement".
- 205.1 City's Conditions of Closing – The following items were added:
  - (v) Notice of Intent. - Requirements for Developer filing of permits and acknowledging responsibilities with the State Water Resource Control Board.
  - (w) Temporary Clubhouse Design. – Requires City and Developer to be in agreement with design and specifications.
- 205.2 Developer's Conditions of Closing – The following items were added:
  - (o) Temporary Clubhouse Design. – Requires City and Developer to be in agreement with design and specifications.
- 212.2 Indemnification. – This section was added as a protection to the City with respect to Developer's access to the project property prior to the land sale and outlined in section 212.
- 305.3 Alternate Development Phasing. – The time frame for Developer and City to meet and confer has been defined and limited to no more than 15 days. Additionally, this section has undergone clarifying edits to address subtle differences in how the various options work depending on project phasing and associated land sales.
- 309.2 Taxes and Assessments – Aggregate third-party costs incurred by Developer to construct each of said Project Components was inserted where previously left blank to define the lower end threshold that the Developer or any such person could appeal property valuation for the calculation of property tax or assessments.
- 318. Compliance with State Construction General Permit. – This section inserted to address Developer's requirement for permitting related to Discharge of Storm Water Associated with Construction Activity.

- 319. City Payment for Ahmanson Ranch House. – Outlines process and terms for City’s repayment to Developer for the City approved renovations.
- 620. Attachments. – This section has been added to define attachment structure and outlines execution and recordation procedures.
- ATTACHMENT NO. 2 (SITE MAP) – Inserted as required with labels consistent to the agreement.
- ATTACHMENT NO. 3 (SCHEDULE OF PERFORMANCE) – The following changes were made:
  - Minor changes made to terms defining item start and completion timeframes to ensure consistency with PSDA.
  - Several timeframes were adjusted to be consistent with the PSDA.
  - Execution of PSDA, TOT Sharing Agreements, and TOT Covenant Agreements completion date was changed to within 10 business days following approval by La Quinta City Council.
  - Additional Performance items and associated timeframes were added as referenced in the PSDA including: Opening of Phase 1 & 2 Escrows, Conditions to Closing, and Installation of construction fencing around Luxury Hotel site.
- ATTACHMENT NO. 5 (SCOPE OF DEVELOPMENT) – The following additions or changes were made:
  - Exhibit A – Added to provide a depiction of various Master Site Infrastructure Improvements.
  - II. B. Luxury Hotel – Planning Area 2 and II. E. Lifestyle Hotel – Planning Area 5 - Were changed to reflect a minimum of 120 Luxury Hotel rooms with no less than 340 rooms combined between the Luxury and Lifestyle Hotel.
- ATTACHMENT NO. 6 (PRELIMINARY BUDGET) – Inserted as required.
- ATTACHMENT NO. 9 (ASSIGNMENT AND ASSUMPTION AGREEMENT) – Inserted as required.
- ATTACHMENT NO. 11 (FORM OF TOT SHARING AGREEMENT) – The following additions or changes were made:
  - EXHIBIT “A” (SITE MAP) – Inserted for clarity.
  - EXHIBIT B DEFINED TERMS. The following terms were added or defined in greater detail: “Hotel Budget”, “Operating Expenses”, “Payment Date”, “Payment Period”, and “Term”.
  - EXHIBIT B 3.4 Failure to Maintain Site and Hotel. – Timeframe for owner to cure deficiencies identified as 30 days unless that time frame is un- reasonable given particular deficiency and then 60 days is identified.



- EXHIBIT B 4.1.2 Cap on Annual Covenant Payments. – This section outlines definitions and procedures for timing and calculation of quarterly payments.
- EXHIBIT B 4.1.3 Annual Reconciliation. – This section outlines process and timing for the final quarters payment or annual reconciliation and provides the opportunity for Audit.



**RESOLUTION 2014 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING AN ADDENDUM TO MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL ASSESSMENT NO. 2002-453 (SCH NO. 1999081020) AND ADDENDUM NO. 2006-568, FOR SILVERROCK RESORT**

**CASE NO.: ENVIRONMENTAL ASSESSMENT 2014-1003  
APPLICANT: CITY OF LA QUINTA**

**WHEREAS**, on May 15, 2002, the Board of the Redevelopment Agency of the City of La Quinta approved Mitigated Negative Declaration of Environmental Impact and Environmental Assessment No. 2002-453, State Clearinghouse Number 1999081020 (the “MND”), for the acquisition of approximately 707 acres generally located north of Avenue 54, west of Jefferson Street, south of Avenue 52, and east of the Coral Reef Mountains (the “Ranch”) and the subsequent development of the non-mountainous portion of the Ranch with public golf courses and resort uses (the “Ranch Project”); and,

**WHEREAS**, a Notice of Determination for the MND was filed on May 16, 2002. There are no changed circumstances, conditions, or new information, which would trigger the preparation of a subsequent environmental analysis pursuant to Public Resources Code section 21166 in connection with the Project; and,

**WHEREAS**, on July 18, 2006, the City Council of the City of La Quinta approved an Addendum No. 2006-568 to Mitigated Negative Declaration of Environmental Impact and Environmental Assessment No. 2002-453, for the SilverRock Resort Specific Plan, which plan establishes development plans, guidelines and regulations for the development of a golf course, hotel resort facilities and supporting commercial uses, including a Water Supply Assessment and Water Supply Verification, and which Specific Plan area is located on a 546-acre portion of the Ranch, generally bordered by Avenue 52 on the north, Avenue 54 on the south, Jefferson Street on the East, and the Santa Rosa Mountains on the west; and,

**WHEREAS**, the Planning Commission of the City of La Quinta, California, did, on the 14<sup>th</sup> day of October, 2014, hold a duly noticed Public Hearing to consider an Addendum to Mitigated Negative Declaration of Environmental Impact and Environmental Assessment No. 2002-453 and Addendum No. 2006-568, and after hearing and considering all testimony and arguments, did unanimously adopt

Planning Commission Resolution 2014-025, recommending to the City Council approval of said Addendum; and,

**WHEREAS**, an Addendum (Exhibit “A”) has been prepared and it has determined that the Project does not trigger the need for the preparation of an additional or subsequent environmental assessment pursuant to California Environmental Quality Act (“CEQA”) Guideline section 15162 or Public Resources Code section 21166, in that the Project does *not* involve:

1. Substantial changes to the project analyzed in the MND and previous Addendum which would involve new significant effects on the environment or substantially increase the severity of previously identified impacts;
2. Substantial changes with respect to the circumstances under which the project is being undertaken which would involve new significant effects on the environment not analyzed in the MND and previous Addendum; or
3. New information of substantial importance which would involve new significant effects on the environment not analyzed in the MND and previous Addendum substantially increase the severity of previously identified impacts;

**WHEREAS**, the Community Development Department did publish a public hearing notice in the *Desert Sun* newspaper, on the 24<sup>th</sup> day of October, 2014, as prescribed by the Municipal Code, with public hearing notices mailed to all property owners within 500 feet of the SilverRock Resort property. The Addendum is a public document and is available for review at the Community Development Department at La Quinta City Hall; and,

**WHEREAS**, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did make the following findings to justify approval of said Addendum to Mitigated Negative Declaration of Environmental Impact and Environmental Assessment No. 2002-453 and Addendum 2006-568:

1. The Project will not be detrimental to the health, safety, or general welfare of the community, either indirectly, or directly, in that no significant unmitigated impacts were identified by the MND and Addendums.
2. The Project will not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered

plants or animals or eliminate important examples of the major periods of California history or prehistory in that no significant effects on environmental factors have been identified by the MND and Addendums.

3. There is no evidence before the City that the Project will have the potential for an adverse effect on wildlife resources or the habitat on which the wildlife depends in that in that no significant effects on environmental factors have been identified by the MND and Addendums.
4. The Project does not have the potential to achieve short-term environmental goals, to the disadvantage of long-term environmental goals, as no significant effects on environmental factors have been identified by the MND and Addendums.
5. The Project will not result in impacts which are individually limited or cumulatively considerable when considering planned or proposed development in the immediate vicinity, as development patterns in the area will not be significantly affected by the Project.
6. The Project will not have environmental effects that will adversely affect the human population, either directly or indirectly, as no significant impacts have been identified which would affect human health, risk potential or public services.
7. There is no substantial evidence in light of the entire record that the Project may have a significant effect on the environment in that mitigation measures are imposed on the Project that will reduce impacts to a less than significant level.
8. The City Council has considered the MND and Addendums and said MND and Addendums reflects the independent judgment of the City.
9. The City has, on the basis of substantial evidence, rebutted the presumption of adverse effect set forth in 14 CAL Code Regulations 753.5(d).
10. The location and custodian of the City's records relating to this project is the Community Development Department located at 78-495 Calle Tampico, La Quinta, California, 92253.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of La Quinta, California, as follows:

**SECTION 1.** That the above recitations are true and correct and constitute the findings of the City Council approving and Addendum to Environmental Assessment 2002-453 and Addendum 2006-568;

**SECTION 2.** That the City Council of the City of La Quinta hereby approves the Addendum (Exhibit "A") to Environmental Assessment 2002-453 and Addendum 2006-568 for the reasons set forth in this Resolution;

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council of the City of La Quinta held this 4th day of November, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
DON ADOLPH, Mayor  
City of La Quinta, California

**ATTEST:**

\_\_\_\_\_  
SUSAN MAYSELS, City Clerk  
City of La Quinta, California

(CITY SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

EA 2014-1003



Prepared For:

City of La Quinta  
Community Development Department  
78-495 Calle Tampico  
La Quinta, CA 92253

# SilverRock Resort Project

*Addendum to the Adopted Mitigated Negative Declaration*



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Westlake Village, CA 91361  
(805) 367-5720 FAX (805) 367-5733

OCTOBER 2014





**Addendum  
to the  
Adopted Mitigated  
Negative Declaration  
for the  
SilverRock Resort Project**

**Prepared for:**

City of La Quinta  
Community Development Department  
78-495 Calle Tampico  
La Quinta, California 92253

**Prepared by:**

Meridian Consultants, LLC  
860 Hampshire Road, Suite P  
Westlake Village, California 91361

**October 2014**



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## 1.0 INTRODUCTION

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This Addendum has been prepared to analyze the potential environmental effects of agreements proposed to implement the approved SilverRock Resort Specific Plan (“SilverRock Project” or “Specific Plan”). The City of La Quinta (“City”) is proposing to enter into a Purchase, Sale, and Development Agreement and a Development Agreement pursuant to California Government Code Section 65864 et seq., with a master developer for development of resort, recreational, retail/commercial, and residential uses as permitted by the Specific Plan (“Proposed Agreements” or “Modified Project”).

In 2002, the City of La Quinta Redevelopment Agency acquired the Specific Plan Area with the primary objectives of (1) providing public recreation opportunities with the development of two public golf courses, and (2) facilitating the development of resort residential and associated commercial uses that would generate a recurring revenue source for the City. An Environmental Assessment (EA 2002-453) was completed evaluating this proposal, and a mitigated negative declaration (“MND”) was adopted, which is referred to in this document as the “2002 MND.” The project analyzed in the 2002 MND is referred to herein as the “2002 MND Project.”

The City began implementation of the Specific Plan and constructed and opened an 18-hole municipal golf course, the Arnold Palmer Classic Course at SilverRock Resort, in March 2005. This golf course occupies approximately 200 acres, or one-third of the Specific Plan Area. The City adopted the Specific Plan to guide the future development of the remainder of the Specific Plan Area in 2006. An Addendum to the 2002 MND (“2006 Addendum”), was prepared that evaluated the modifications to the 2002 MND Project. The modified 2002 MND Project analyzed in the 2006 Addendum is referred to herein as the “2006 Addendum Project.”

The Specific Plan was adopted by the City to ensure quality development consistent with the goals, objectives, and policies of the City of La Quinta General Plan. The Specific Plan defines the location, type, and amount of development allowed within the Specific Plan Area, while providing a degree of flexibility to allow future development to respond to the opportunities in the marketplace for a unique resort development. The Specific Plan includes development plans, guidelines, and regulations for the Specific Plan Area, along with maximum densities, intensities, and development standards, and included the Illustrative Master Plan shown in **Figure 1.0-1, Existing Master Plan for the Specific Plan Area.**

The Proposed Agreements would provide for the development of resort uses, including hotels, a spa, residential units, a mixed-use village, and a civic park/entertainment area on a portion of the remaining undeveloped Specific Plan Area.

The uses included in the Modified Project are permitted by the Specific Plan.

The approved Specific Plan allows minor modification without a Specific Plan amendment as follows:

- The addition of new information to the Specific Plan maps or text that do not change the effect of any regulation. The new information may include more detailed, site-specific information. If this information demonstrates that Planning Area boundaries are inaccurately designated, based upon the goals of the Specific Plan, said boundaries may be adjusted or redesignated to reflect a more accurate depiction of on-site conditions without requiring a Specific Plan Amendment. Adjustments to the golf corridors may be made, resulting in a corresponding change to the adjacent development parcel, without the requirement of a Specific Plan Amendment.
- Changes to the community infrastructure, such as drainage systems, roads, water and sewer systems, etc., which that do not have the effect of increasing or decreasing capacity in the project area beyond the specified density range nor increase the backbone infrastructure construction or maintenance costs.<sup>1</sup>

The proposed Purchase, Sale and Development Agreement will allow the master developer to construct the Project. The Development Agreement will vest the master developer's right to develop the Modified Project and will provide additional public benefits to the City. The agreements are both discretionary actions.

## **1.1 PURPOSE OF AN ADDENDUM**

The California Environmental Quality Act (CEQA) and State *CEQA Guidelines* define standards and the procedure for determining the level of additional environmental review required when an Environmental Impact Report (EIR) has been certified or a Negative Declaration adopted for a project.<sup>2</sup>

An Addendum to an adopted MND is appropriate where the lead agency has determined that changes to the project, changed circumstances, or new information would not result in the identification of new significant impacts or a substantial increase in the severity of impacts identified in the adopted MND. An Addendum is appropriate where a lead agency has determined that none of the conditions described in CEQA Guidelines Section 15162 call for the preparation of a subsequent EIR or negative declaration have occurred.

Public review of an Addendum is not required by CEQA. Instead, the information in an Addendum is to be considered with the adopted MND prior to a decision being made on actions proposed.

1 City of La Quinta, *SilverRock Resort Specific Plan* (2006), 51.

2 *CEQA Guidelines*, sec. 15162–15164.

This Addendum provides:

1. An update to the information in the adopted MND for the SilverRock Project on the existing environmental conditions within the Specific Plan Area and in the City of La Quinta.
2. An analysis of the potential environmental effects of the development that would be permitted by the Proposed Agreements as compared to the environmental effects of the development analyzed in the 2002 MND.

An Addendum is the appropriate document to update the information in the adopted MND for the following reasons:

1. No substantial changes are proposed in the SilverRock Project that will require major revisions of the adopted MND because there are no new significant effects or any substantial increase in the severity of previously identified significant impacts.
2. No substantial changes in circumstances under which the SilverRock Project will be undertaken have been identified that will require major revisions of the adopted MND as there are no new significant environmental effects or any substantial increase in the severity of previously identified effects.
3. No new information of substantial importance has been discovered that was not known and could not have been known with the exercise of reasonable diligence at the time the adopted MND was prepared. Specifically, a review of the current existing conditions and the SilverRock Project demonstrates the following:
  - a. The SilverRock Project will not have one or more significant effects not discussed in the adopted MND.
  - b. Significant effects previously examined will not be substantially more severe than shown in the adopted MND.
  - c. No new mitigation measures or alternatives have been found to be feasible that would reduce one or more significant effects of the SilverRock Project.
  - d. No new mitigation measures or alternatives, considerably different from those analyzed in the adopted MND, have been identified that the Project proponents decline to adopt.



This Addendum provides updated information and analysis of the environmental effects of developing the SilverRock Project under the Proposed Agreements as compared to the development analyzed in the 2002 MND Project. The consistency of the SilverRock Project with the La Quinta 2035 General Plan, adopted in February 2013, is also provided, along with updates to other City, State, or local rules, regulations, and ordinances.

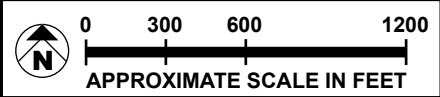
## **2002 MND Project**

The 2002 MND assessed the environmental effects of the City acquiring and developing the approximately 707-acre Project site. It was anticipated that the City would subsequently adopt a Specific Plan and approve related actions to implement the 2002 MND Project, including the subdivision of the site and the issuance of permits for individual development projects. Approximately 160 acres of the 707-acre site, consisting of a portion of the Santa Rosa Mountains, was preserved as natural open space. As described and evaluated in the 2002 MND for the 2002 MND Project, the development program for the remainder of the site included two 18-hole public golf courses, a 25,000-square foot clubhouse and a public 9-hole golf course. The resort uses described and evaluated in the 2002 MND included a 250-room hotel with a 10,000 square foot conference center, 300 timeshare/fractional or condo/hotel units and 25,000 square feet of supporting retail and commercial uses.

## **2006 Addendum Project**

In 2006 the City prepared the SilverRock Resort Specific Plan and prepared an Addendum to the 2002 MND to update the information and analysis in the 2002 MND to address the Specific Plan. The Specific Plan permits the development of public golf courses, resort facilities, and supporting retail and commercial uses in a master-planned resort environment. The Specific Plan established design and development criteria and permits the development of two high-quality public golf courses (one of which has since been built) with supporting facilities, a public park, a hotel with a conference center, a resort hotel, a boutique hotel, a mixed-use resort retail village, and resort casitas. The Specific Plan Area does not include the 160-acre portion of the Santa Rosa Mountains that was included as a part of the 2002 MND Project site because this portion of the site is preserved as open space. The Specific Plan did not constitute a substantial change to the 2002 MND Project because the uses and development allowed by the Specific Plan are substantially similar to the 2002 MND Project.





SOURCE: SilverRock Resort Specific Plan - 2006

FIGURE 1.0-1



## 2.0 PROJECT DESCRIPTION

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### 2.1 PROJECT LOCATION

The SilverRock Project is located approximately 105 miles from the City of Los Angeles and approximately 240 miles from the Phoenix-Scottsdale metropolitan region within the City of La Quinta (“City”) in the County of Riverside (“County”).

The City is 35.05 square miles and is located in the southeastern portion of the Coachella Valley. The City is the “last and most southerly ‘cove community’ in the Coachella Valley, and has evolved along and out from the coves and foothills of the Santa Rosa Mountains.”<sup>3</sup> The City is bordered by unincorporated County areas to the north and east and by the Santa Rosa and San Jacinto Mountains to the southwest and west. As shown in **Figure 2.0-1, Regional Location Map**, surrounding jurisdictions include unincorporated County areas to the north and east, the City of Palm Desert and the City of Indian Wells to the northwest, and the City of Indio to the northeast.

The Specific Plan was adopted by the City to guide the development of the 546-acre Specific Plan Area (“Specific Plan Area”). The Specific Plan Area is accessible from Interstate 10 via Jefferson Street. As shown in **Figure 2.0-2, Local Location Map**, the Specific Plan Area is located in the central portion of the City and is bounded by Avenue 52 to the north, Jefferson Street to the east, Avenue 54 on the south, and the Santa Rosa Mountains on the west. The Coachella Canal, which traverses west from Jefferson Street and turns south within the Specific Plan Area, bisects the Specific Plan Area.

Surrounding uses include the Citrus golf course and residential community to the north of Avenue 52, the Hideaway golf club and residential community to the east of Jefferson Street, and the PGA West golf resort and residential community to the south of Avenue 54. The Santa Rosa Mountains are located to the west of the Modified Project Site.

Zoning surrounding the Specific Plan Area includes Low Density Residential (RL) to the north, east, southeast, and west; Open Space (OS) to the southwest and west; and Medium High Density Residential (RMH) and Medium Density Residential (RM) to the southeast.

The land uses surrounding the Specific Plan Area are golf course and residential communities and natural open space areas.

3 City of La Quinta, *La Quinta 2035 General Plan*, p. II-35 (2013).

## 2.2 PROJECT CHARACTERISTICS

As shown in **Figure 2.0-3, Updated Master Plan for the Specific Plan Area**, the updated Master Plan illustrates the mix and configuration of uses in the Modified Project. The updated Master Plan for the Specific Plan Area provides for the development of a resort environment, which includes hotels, boutique hotels, spas, and other resort-rental and resort-oriented uses.<sup>4</sup>

**Table 2.0-1, Modified Project Land Use Summary**, refines the development in 12 planning areas to allow 825 hotel and resort residential units, and approximately 1.4 million square feet within the Specific Plan Area. The Modified Project results in 310 fewer units, 405 fewer keys, and 125,000 fewer commercial square feet when compared to what is permitted by the Specific Plan. A minority of the resort residential units will be available for private ownership. Development proposed for each planning area is explained in more detail below. While development within the individual Planning Areas is changing as part of the Modified Project, the overall density and intensity for the Specific Plan Area will not increase.

**Table 2.0-1  
Modified Project Land Use Summary**

Planning Area	Use	Acres	Units	Square Feet
1	Golf Course & Ancillary Uses	173.0	--	20,000
2	Luxury Hotel and Spa	17.0	140 rooms	166,072
3	Luxury Hotel Branded Residential	14.0	35 residences	94,500
4	Shared Services/Conference Center	12.0	--	70,818
5	Lifestyle Hotel	10.0	200 rooms	169,652
6	Lifestyle Hotel Branded Residential	10.0	60 residences	147,000
7	Promenade Mixed-Use Village Area I	10.5	150 units	175,000
8	Resort Residential Village	32.0	160 residences	480,000
9	Promenade Mixed-Use Village Area II	15.0	80 units	90,000
<b>10</b>	<b>Public Use Area/Golf Reserve</b>			
10a	Phase 1 New Golf Club, Golf Cabins and Future Holes 1–9	64.5	25 units	31,500
10b	Phase 2 New Golf Club and Holes 10–18	86.5	--	--
11	Park	35.0	--	--
12	Public Use—Trails, Canal, Streets, Parking	45.5	--	--
	<b>Total</b>	<b>525.0</b>	<b>850</b>	<b>1,444,942</b>

*Source: Meriwether Companies, Statistical Summary – Land Use, SilverRock Resort Specific Plan (September 2014).*

<sup>4</sup> City of La Quinta, *SilverRock Resort Specific Plan* (2006).

### **2.2.1 Planning Area 1**

Planning Area 1 consists of approximately 173 acres, including the existing 173.0-acre Arnold Palmer Classic Golf Course, existing Ahmanson Ranch House on a 1.5-acre parcel, and the 3-acre golf course maintenance facility site. The existing golf course comprises the majority of Planning Area 1.

New development within Planning Area 1 may include renovation of the Ahmanson Ranch House, a 300-seat restaurant, up to 10,000 square feet of conference facilities, a community-oriented arts facility, and other outdoor uses. Portions of the existing 173.0-acre Arnold Palmer Classic Golf Course will be modified because: (1) work will be performed by the Coachella Valley Water District (“CVWD”) to renovate the existing Coachella Canal will impact existing golf features and facilities, which will need to be restored upon completion of the work on the Canal; and (2) the proposed Luxury Hotel in Planning Area 2 will displace existing golf hole No. 17, requiring the development of a new hole No. 17 and modifications to surrounding golf features. On November 19, 2013, an agreement was approved between the City and the CVWD for the construction of a parallel canal within the Specific Plan Area. CVWD will be replacing a portion of the existing Coachella Canal within the Arnold Palmer Classic Golf Course. As of July 15, 2014, CVWD was constructing a parallel canal through the golf course and was planning to complete the work by September 2014 prior to the redevelopment of the Arnold Palmer Classic Golf Course.

### **2.2.2 Planning Area 2**

Planning Area 2 consists of 17 acres planned for a 140-unit Luxury Hotel, comprising approximately 170,000 square feet of total interior and exterior space. The Luxury Hotel would include a day spa and fitness center. There would be approximately 131 parking spaces located near the Luxury Hotel and a much smaller short-term parking area adjacent to the hotel entry. Valet would be the predominant parking type because the Modified Project includes predominantly rental-based hotel units rather than long-term residential units. Parking requirements would be met per the Specific Plan, with opportunities to reduce the number of spaces consistent with shared parking efficiencies. The Luxury Hotel would be serviced by a new Shared Services and Conference Center described in Planning Area 4.

### **2.2.3 Planning Area 3**

Planning Area 3 consists of the development of 14 acres planned for 35 single-family detached residences available for private ownership. It is anticipated these units would be occupied on a seasonal basis, as is typical for homes in resort communities in the Coachella Valley. The luxury branded residential units will be privately owned, have a direct relationship with the Luxury Hotel, and could be made available by the owners for short term rental as resort units. These residences would range in size

from 2,800 to 4,500 square feet, and some of the residential units may include lock-off units. Owners would be incentivized to rent their homes through a carefully managed program administered by the hotel. If the owners of these homes wish to make these homes available for rent, they would be required by covenants to the purchase and sale agreement to do so through the hotel reservation and management system, to the extent permitted by applicable laws.

#### **2.2.4 Planning Area 4**

Planning Area 4 consists of approximately 71,000 air-conditioned and unconditioned square feet and outdoor areas planned for a Shared Services and Conference Center Building. This facility would be shared by the Luxury and Lifestyle Hotels and would include a ballroom meeting space, food service areas, and back-of-house functions. Approximately 300 parking spaces would be included to accommodate functions managed at the facility and act as overflow parking for the other uses areas within the Specific Plan Area.

#### **2.2.5 Planning Area 5**

Planning Area 5 consists of approximately 10 acres planned for a Lifestyle Hotel, including 200 rooms and comprising approximately 170,000 square feet. The Lifestyle Hotel would feature 2- and 3-story buildings and would share some common facilities with the Luxury Hotel, including the spa and fitness center, conference and meeting area, and back-of-house services. Planning Area 5 would include 220 parking spaces.

#### **2.2.6 Planning Area 6**

Planning Area 6 consists of 10 acres planned for 60 single-family attached residences available for private ownership. It is anticipated these units would be occupied on a seasonal basis, as is typical for homes in resort communities in the Coachella Valley. These residential units will be privately owned, and could be made available by the owners for short term rental as resort units. These residences would range in size from 2,100 to 3,500 square feet. The residential homes would also be designed as rental units with a lock-off unit, allowing a total capacity of 120 units. If the owners of these homes wish to make these homes available for rent, they would be required by covenants to the purchase and sale agreement to do so through the hotel reservation and management system, to the extent permitted by applicable laws.



## **2.2.7 Planning Area 7**

Please note that Planning Areas 7 and 9 are collectively referred to as the Promenade Mixed Use (MU) Village.

### ***Promenade MU Village Area 1***

Planning Area 7 consists of 10.5 acres proposed for Promenade MU Village Area 1. The village environment would contain a mix of residential and commercial uses, comprising a combination of mixed-use, stand-alone, and pop-up retail components. Planning Area 7 would feature two major circulation elements, the River Walk and the Promenade, with intersecting north–south and east–west pedestrian corridors having connectivity to vehicular, nonvehicular, and pedestrian circulation routes within the Specific Plan Area. The River Walk would be a water canal, ranging from 15 to 30 feet in width, and the Promenade would be a paved corridor connecting SilverRock Way to the existing golf course lake bordering Planning Area 7.

The residential component consists of a total of 150,000 square feet of livable space for comprising 150 units, including planned lofts and bungalows. The lofts would be 2 to 3 stories in height and average approximately 1,000 square feet per unit, with retail space on the ground floor of some of the buildings. The mixed-use ground floor would feature an initial commitment of 4,000 square feet and up to a total maximum of 16,000 square feet of mixed-use commercial space. The bungalows would be detached and would average 1,500 square feet per unit. Both the lofts and the bungalows would be designed to rent frequently.

In addition to a maximum of 16,000 square of mixed-use commercial space, Planning Area 7 is also planned to include stand-alone and pop-up retail uses. The stand-alone retail space consists of permanent buildings anchoring key corners and destinations within the pedestrian circulation network. Pop-up retail spaces are temporary uses occurring in portable or modular facilities, which may feature a daily or even seasonal duration. Pop-up retail would occur along the two primary pedestrian routes.

## **2.2.8 Planning Area 8**

Planning Area 8 is planned for a Resort Residential Village, featuring 160 units on 32.0 acres located in the southern portion of the Specific Plan Area. The residential units would range from approximately 2,200 to 4,000 square feet per unit and could include both detached and attached residences. The residential units would also be interconnected with a central paseo trail system providing connectivity to a common recreational amenity. The recreational amenity would include a leasing and rental

management office, fitness and recreation facilities, community common area, and an outdoor swimming pool.

## **2.2.9 Planning Area 9**

### ***Promenade MU Village Area 2***

Planning Area 9 is proposed for the 15-acre Promenade MU Village Area 2. Planning Area 9 may be retained by the City for public park purposes or planned and constructed by the developer. If Planning Area 9 was developed for public park purposes, it could be developed with passive and active recreational uses responsive to an inventory of current recreational needs within the City. This park acreage would be in addition to a 35-acre park designated for Planning Area 11. If Planning Area 9 is developed by the developer, it is anticipated that it would be in a manner complementary to the mixed uses in Planning Area 7, including additional public and private recreational uses and amenities. Commercial uses accessible to the public may include water-oriented recreation with ancillary entertainment, dining, and retail functions, an agri-tourism component, unique and innovative “glamping” concepts consistent with the SilverRock setting, residential uses, and additional mixed-use, stand-alone, and pop-up retail.

## **2.2.10 Planning Area 10**

Planning Area 10 consists of approximately 151.0 acres divided into two subareas, known as Planning Areas 10a and 10b. The uses in these two subareas include existing golf improvements (the Driving Range as modified), a permanent golf clubhouse location, and a reservation of land area for possible future golf improvements.

### ***Planning Area 10a***

Planning Area 10a is approximately 64.5 acres and includes three distinct land uses. The first is the permanent golf clubhouse site located on 6 acres. The 15,000 gross square foot golf clubhouse would be designed to blend in with the style of the adjacent Lifestyle Hotel and Lifestyle residential component. Secondly, Planning Area 10a includes the existing driving range for the existing Arnold Palmer Classic Golf Course. Additionally, 25 golf cabins, approximately 800 square feet in size, would be developed in this area as transient-oriented units adjacent to the golf clubhouse. Lastly, there are approximately 46.0 acres of public use area, which would be reserved for future golf improvements or other land uses.

### ***Planning Area 10b***

Planning Area 10b consists of approximately 86.5 acres of public use land reserved for future golf improvements or other land uses.

#### **2.2.11 Planning Area 11**

Planning Area 11 consists of approximately 35 acres planned for a combination of private and public community parks, consistent with the Specific Plan. Special events including public parking, automobile displays, art festivals, and other similar activities are permitted within this Planning Area, subject to a temporary use permit.

#### **2.2.12 Planning Area 12**

Planning Area 12 consists of approximately 45.5 acres planned for existing and infrastructure and amenity facilities including public and private streets, water well sites, up to 4.5 acres of private trails with public access easements over, and the existing Coachella Canal.

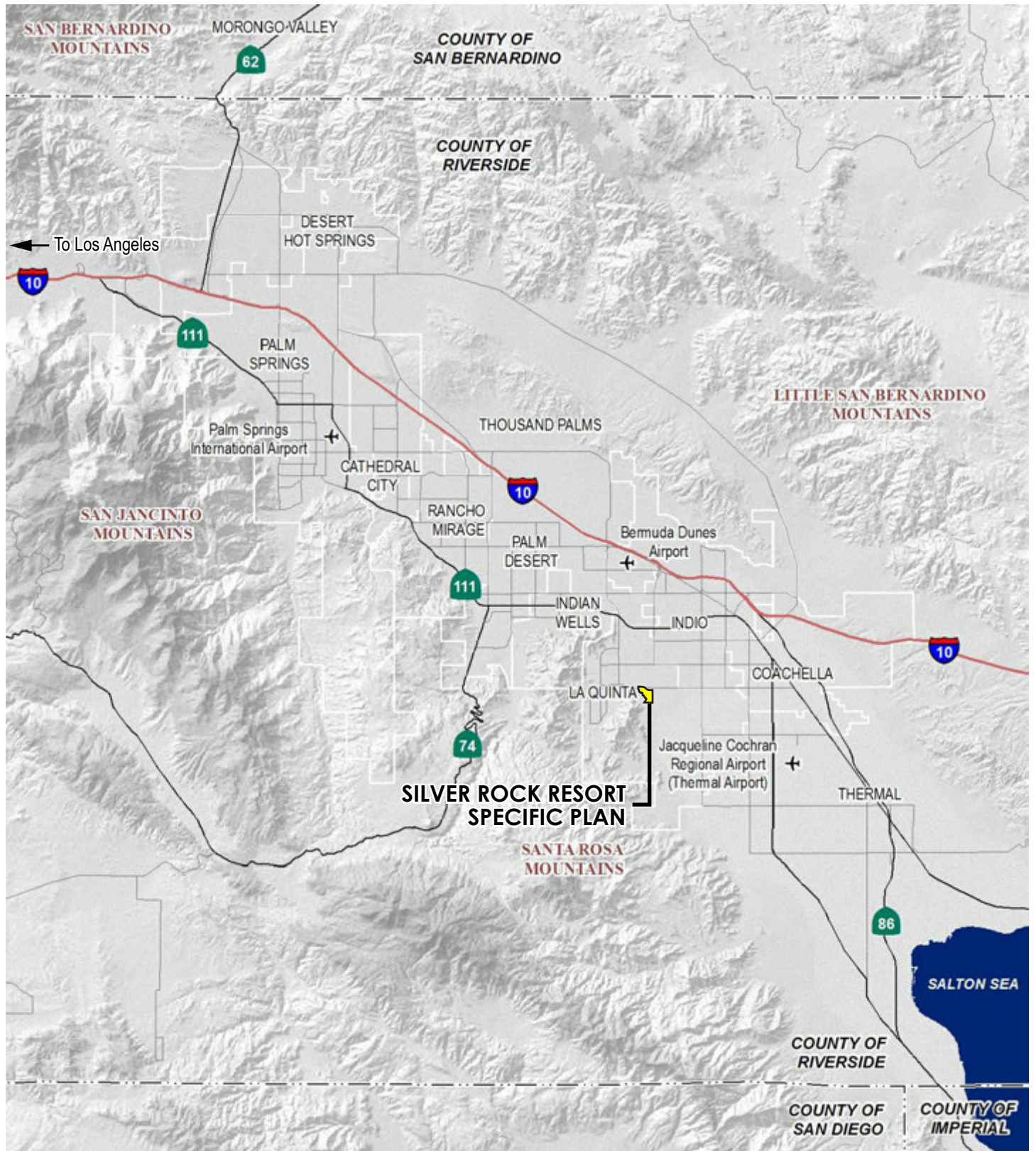
### **2.3 DEVELOPMENT TIME FRAME**

Construction would occur over time and would consist of several phases, including site preparation (including clearing, grubbing, and grading), infrastructure construction (including internal street development, electric, natural gas, and telecommunications improvements), and construction of individual buildings. No clear building construction timeline is available because the Specific Plan Area would be built out depending on the market conditions. For purposes of analysis, building construction and support infrastructure is anticipated to occur over an 8-year timeframe, starting in the first quarter of 2016.

The first phase of the development, site preparation, is expected to occur over 4 to 6 months. Site preparation will begin within Planning Areas 2 through 5 and Planning Area 10. Infrastructure construction within these Planning Areas will occur over two years following completion of site preparation. Building construction will follow infrastructure construction over the remaining few years. The second phase of development will begin within the remaining Planning Areas. Site preparation, infrastructure construction, and construction of individual buildings will follow a similar development time frame as the first phase of development.

The Modified Project development time frame of 8 years is one year shorter when compared to what was analyzed for the 2006 Addendum Project.

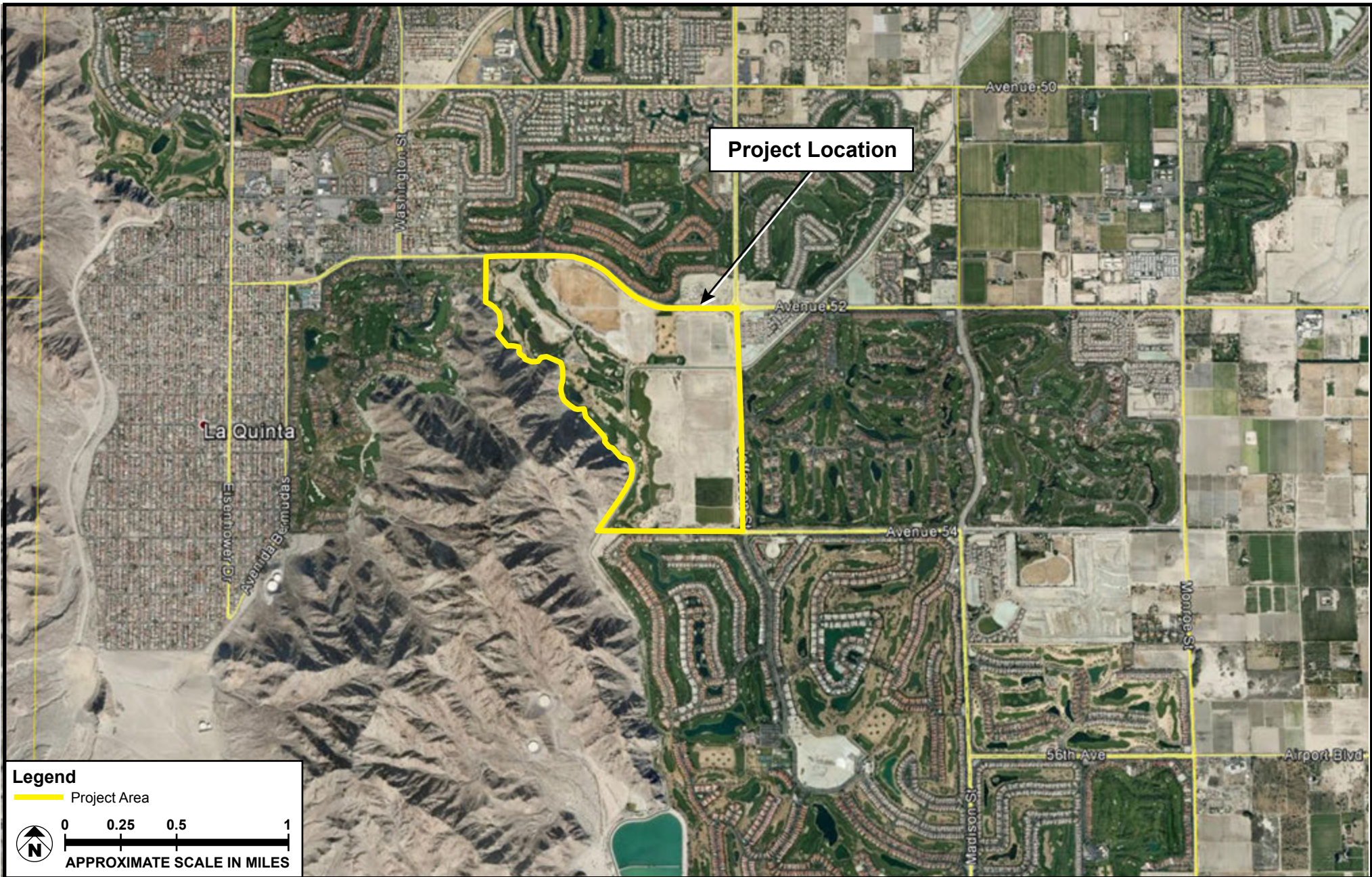




SOURCE: Riverside County Data from ArcGis; Meridian Consultants, LLC - July 2014

FIGURE 2.0-1



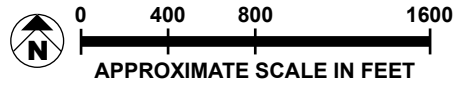
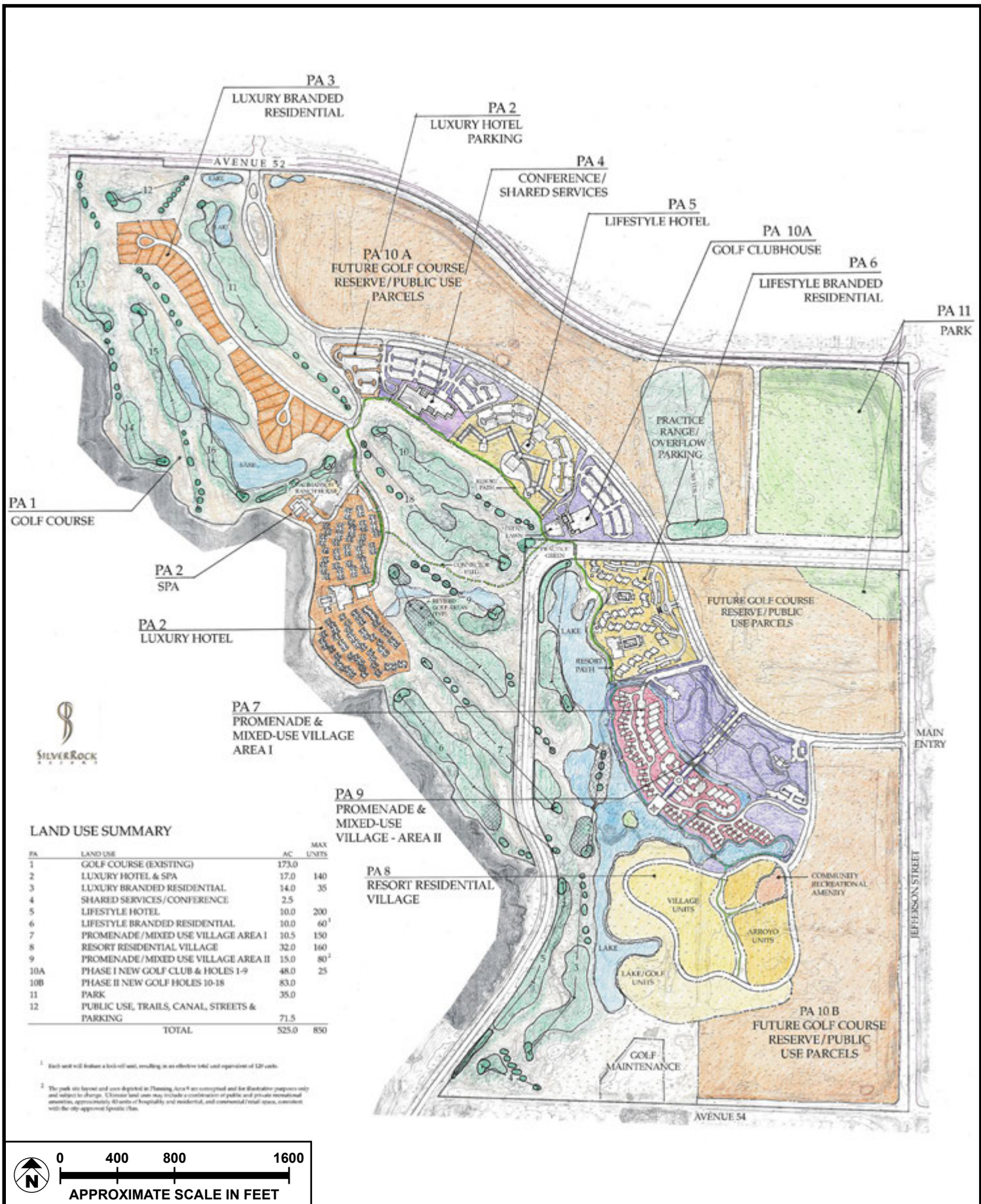


SOURCE: Google Earth - 2014; Meridian Consultants, LLC - July 2014

FIGURE 2.0-2







SOURCE: Meriweather Companies - June 2014

FIGURE 2.0-3



## 3.0 IMPACT ANALYSIS

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This section includes separate subsections for each environmental topic addressed in the 2002 MND. Each topical section first presents a summary of the information and conclusions of the analysis in the 2002 MND and the 2006 Addendum to this MND. Updated information reflecting any changes in the circumstances under which the Modified Project will occur is presented for each topic, followed by analysis of the environmental impacts of fully developing the uses as proposed by the Modified Project and as compared to the 2002 MND Project and 2006 Addendum Project. The following environmental topics addressed in the previous environmental review documents are addressed in this Addendum:

- Land Use and Planning
- Population and Housing
- Geology and Soils
- Water
- Air Quality
- Transportation/Circulation
- Biological Resources
- Energy and Mineral Resources
- Hazards
- Noise
- Public Services
- Utilities and Service Systems
- Aesthetics
- Cultural Resources
- Recreation

This Addendum provides updated analysis of the potential environmental impacts of the Modified Project for each of these topics and compares those impacts to those set forth in the 2002 MND Project and 2006 Addendum Project. In March 2010, the CEQA Guidelines were amended to require lead agencies to assess the significance of impacts of greenhouse gas emissions on the environment. In response to this new requirement, a section assessing potential Greenhouse Gas Emissions impacts is provided in this Addendum.

The adopted 2002 MND identified the environmental effects of the 2002 MND Project that would be less than significant, avoided, or substantially reduced to less than significant levels by the implementation of the adopted mitigation measures.

The 2006 Addendum evaluated the environmental effects of the development analyzed in the addendum as compared to the development analyzed in the 2002 MND and determined the revisions as proposed would not result in any new or substantially more severe significant impacts than identified in the 2002 MND.

### **3.1 LAND USE AND PLANNING**

#### **Thresholds**

- a) Physically divide an established community?**
- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?**
- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?**

#### **Summary of Findings in 2002 MND**

The 2002 MND Project Site was primarily undeveloped at the time the 2002 MND was prepared and contained only a few scattered structures. Given the condition of the site and the surrounding uses, it was concluded that the 2002 MND Project would not disrupt or divide an existing community or impact existing low-income housing. It was determined that the development of the 2002 MND Project would comply with the City's General Plan land use designation. The 2002 MND concluded that there would be less than significant impacts related to physically dividing an established community.

The City's 2002 General Plan designated the flat portion of the 2002 MND Project Site as Golf Course (G), and Tourist Commercial (TC) and the portion of the Santa Rosa Mountains on the western portion of the site as Open Space (OS) with a Hillside Overlay. The area designated Golf Course was located on the northern, northeastern and eastern portions of the site, while the Tourist Commercial area was situated in the interior of the site. A small portion of the site was also designated as Tourist Commercial along Jefferson Street, just north of where the All American Canal enters the site from the east. Timeshare units were permitted in the Tourist Commercial land use category with the approval of a Conditional Use Permit. The zoning on the site was consistent with the General Plan land use designations and all development was to be in accordance with all applicable zoning standards. As the proposed uses

included in the 2002 MND Project were consistent with the 2002 General Plan land use designations and all applicable zoning requirements, no significant land use impacts were identified in the 2002 MND.

The 2002 MND concluded that there would be less than significant impacts related to consistency with general plan and zoning designations and consistency with applicable plans and policies adopted by agencies with jurisdiction over the 2002 MND Project. The 2002 MND determined that there would be no impacts related to consistency with applicable environmental plans. No mitigation measures were identified in the 2002 MND related to land use and planning.

### **Summary of Findings in 2006 Addendum**

The 2006 Addendum identified surrounding uses including The Citrus residential and golf course community north of Avenue 52, the Hideaway Golf Club community to the east of Jefferson Street that had developed since the adoption of the 2002 MND, and the PGA West golf resort community to the south of Avenue 54. The Specific Plan permitted golf course and resort uses that were compatible with these existing surrounding golf and residential communities. The golf courses were planned along the site boundaries to provide a buffer between the planned residential, resort hotels and retail uses and surrounding uses. No significant impacts associated with land use compatibility were identified.

The 2006 Addendum determined uses permitted by the Specific Plan were consistent with the General Plan land use designations. The planned golf courses, clubhouse, hotels, and ancillary retail commercial uses permitted by the Specific Plan were allowed by the Golf Course and Tourist Commercial land use designations. The timeshare units allowed by the Specific Plan are permitted in the Tourist Commercial land use category with the approval of a Conditional Use Permit.

No new information, changed circumstances, or more severe significant land use impacts were identified for the Specific Plan. Land use impacts were identified as less than significant, consistent with the 2002 MND.

### **Existing Conditions**

The City consists of residential, resort, and commercial development surrounded by hillside and mountain open space areas. Most of the land within the City has been developed with a few undeveloped infill lots located throughout the urbanized area.

The City's 2035 General Plan land use designations for the Modified Project Site are Tourist Commercial, Recreational Open Space, and Natural Open Space. The Modified Project Site is zoned Tourist Commercial (CT), Golf Course (GC), and Open Space (OS).

The Tourist Commercial designation specifically allows tourism-related land uses, including resort hotels, hotels and motels, and resort commercial development, such as conference centers, restaurants, resort-supporting retail and services. The Recreational Open Space designation applies to parks, recreation facilities, including driving ranges, club houses and athletic facilities, as well as public and private golf courses. The Natural Open Space designation is applied to areas of natural open space, whether owned by private parties or public entities. Little development is permitted in this designation with the exception of trail or trailhead development.

Zoning surrounding the Modified Project Site includes Low Density Residential (RL) to the north, east, southeast, and west, Open Space (OS) to the southwest and west, and Medium High Density Residential (RMH) and Medium Density Residential (RM) to the southeast.

### **Analysis of the Proposed Project**

The Modified Project Site is located next to existing golf courses and residential communities. The Citrus golf course and residential community is located north of Avenue 52, the Hideaway Golf Club and residential community is located east of Jefferson Street and the PGA West golf resort and residential community is located to the south of Avenue 54 adjacent to the Modified Project Site.

The Modified Project Site's Recreational Open Space land use designation is consistent with the surrounding Recreational Open Space land uses at the Hideaway golf club and residential community, the Citrus golf course and residential community, and PGA West golf resort and residential community. The Tourist Commercial land use designation is intended for tourism-related land uses, such as the proposed resort hotels and resort commercial development, including a conference center, restaurant, and resort-supporting retail and services. The Tourist Commercial land use designation is complementary with surrounding Open Space Recreation and Low Density land use designations at the Hideaway, the Citrus, and PGA West. PGA West, located to the south of the Modified Project Site, also includes Tourist Commercial uses. The site is currently developed with the Arnold Palmer Classic Golf Course and the Ahmanson House (acting as the existing temporary Clubhouse), and the Modified Project would be compatible with these uses as well as the surrounding uses. The Modified Project Site would not physically divide an existing community. Like the 2002 MND Project and 2006 Addendum Project, the Modified Project would infill vacant land surrounded by developed land, thereby providing a more cohesive and connected community.

As stated in the Specific Plan, a Specific Plan amendment is required if it has been determined that the proposed change is not in conformance with the intent of the current Specific Plan approval. If the City

deems that amendments to the Specific Plan are required, they must be adopted in accordance with the procedures set forth in Chapter 9.240 of the City’s Zoning Code.<sup>5</sup>

The type and intensity of uses that would be permitted by the Proposed Agreements are in substantial conformance with the adopted Specific Plan as shown in **Table 3.1-1, Statistical Comparison of Approved Specific Plan and Modified Project.** Table 3.1-1 includes land use, number of units, keys, and commercial square footage. As shown in **Table 3.1-1**, the development intensities of the Modified Project result in 310 fewer units, 405 fewer keys, and 125,000 fewer commercial square feet when compared to what is permitted by the Specific Plan. The Modified Project is consistent and in accordance with the Specific Plan, which was adopted in 2006, and does not require a Specific Plan amendment.

**Table 3.1-1  
Statistical Comparison of Approved Specific Plan and Modified Project**

Land Use	Approved Specific Plan*			Updated Master Plan**		
	Maximum Units	Units	Commercial Square Feet	Maximum Units	Units	Commercial Square Feet
Golf	-	-	20,000	25	25	20,000
Boutique Hotel	225	260	-	175	175	-
Resort Hotel	405	520	-	260	320	-
Mixed-Use Village			160,000	230	270	40,000
Resort Residential	450	500	-	160	160	-
Park Site	-	-	-	-	-	-
Ahmanson House	80	80	10,000	-	-	5,000
Services/Conference Center***	-	-	-	-	-	-
<b>Total</b>	<b>1,160</b>	<b>1,360</b>	<b>190,000</b>	<b>850</b>	<b>955</b>	<b>65,000</b>

Source: Meriwether Companies, *Statistical Comparison of Approved SilverRock Resort Specific Plan & Meriwether Companies’ Plan (July 2014)*.

Note:

This table represents a comparison of SilverRock Specific Plan No. 2006-080 approved July 18, 2006 to Meriwether Companies’ 7.09.14 plan and project description.

\* The Approved Specific Plan represents the SilverRock Specific Plan No. 2006-080 approved July 18, 2006.

\*\* The Updated Master Plan represents the plan for the Modified Project.

\*\*\* The Shared Services Conference Center would be approximately 71,000 square feet shared back-of-house and meeting, conference, and event space.

5 City of La Quinta, *SilverRock Resort Specific Plan (2006)*.

The Modified Project would not conflict with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP), which was approved in 2007, after preparation of the 2006 Addendum. As identified in Biological Resource Mitigation Measure 2, a fence would be constructed to reduce potential adverse impacts to bighorn sheep by precluding access to the site. With the implementation of Biological Resource Mitigation Measure 2, the Modified Project would not adversely affect any sensitive natural community identified in the General Plan, the CVMSHCP policies and regulations or by the California Department of Fish and Wildlife (CDFW) or US Fish and Wildlife Service (USFWS). The CVMSHCP is a joint regional planning effort of the USFWS, California Department of Fish and Game (CDFG), Bureau of Land Management (BLM), US Forest Service (USFS), National Park Service (NPS), as well as Riverside County and most local jurisdictions within the Coachella Valley, including the City of La Quinta. The City of La Quinta participates in the CVMSHCP mitigation fee for new development to offset potential biological impacts as discussed further in **Section 3.7, Biological Resources**, and the Modified Project will pay the CVMSHCP fee.

Land use and planning impacts associated with the Modified Project would be similar to those identified in the 2002 MND and 2006 Addendum and would be less than significant. No new information, changed circumstances, or more severe impacts would occur with implementation of the Modified Project.

## **3.2 POPULATION AND HOUSING**

### **Thresholds**

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**
- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?**
- c) Displace substantial numbers of people, necessitating the construction of replacement housing?**

### **Summary of Findings in 2002 MND**

The 2002 MND determined that the 2002 MND Project would introduce land uses consistent with the General Plan Land Use designations for the 2002 MND Project Site. Because the proposed uses were found to be consistent with the land use designations, growth attributable to the 2002 MND Project was accounted for in the City's 2002 General Plan. No portion of the 2002 MND Project Site was designated for residential use. The timeshare units included in the 2002 MND Project would not be developed as permanent, primary residences. These timeshare units would not attract permanent residents to the



site; instead the timeshare units would attract visitors. The public infrastructure needed to serve the proposed uses was available, and no infrastructure extensions were determined to be required that could induce additional growth beyond that already accounted for in the City's General Plan. No existing residences were located on the 2002 MND Project Site and therefore, it was determined that the 2002 MND Project would not displace existing housing or existing residents. No impacts related to population or housing were identified.

## **Summary of Findings in 2006 Addendum**

The 2006 Addendum concluded that the Specific Plan would only permit land uses that were consistent with the General Plan land use designations for the 2006 Addendum Project Site, and that the growth proposed by the 2006 Project had already been accounted for in the City's General Plan. The 2006 Addendum identified that no portion of the Specific Plan Area would be designated for permanent, primary residential use under the Specific Plan and the timeshare or hotel/condominium units that would be allowed by the Specific Plan would not be used as permanent and primary residences based on market information, historical use patterns for such units, and based on City requirements. As a result, it was determined the Specific Plan would not induce population growth, consistent with the finding in the 2002 MND, and no new information, changed circumstances, or more severe impacts would occur with the implementation of the 2006 Addendum Project.

## **Existing Conditions**

The US Census reported the population of the City was 37,467 in 2010. The California Department of Finance (DOF) annually updates the latest US Census population numbers. The City's population as of January 1, 2014 is estimated by the DOF to be 39,032 residents. The Modified Project Site does not contain any residential units.

## **Analysis of Modified Project**

The Modified Project would allow land uses that are consistent with General Plan land use designations for the Modified Project Site and as permitted by the adopted Specific Plan. The Specific Plan allows for timeshare, hotel, resort casitas, and privately owned residential units. It is anticipated these units would be occupied on a seasonal basis, as is typical for privately owned units in resort communities in the Coachella Valley. Rental of the privately owned units would be encouraged and managed through the hotel reservation system. Based on these characteristics, the Modified Project would not induce substantial growth in the area. As shown in **Table 3.1-1**, the development intensities of the Modified Project result in 310 fewer units, 405 fewer keys, and 125,000 fewer commercial square feet when compared to what is permitted by the Specific Plan. The Modified Project's reduction in intensity of land

uses would generate fewer visitors to the Specific Plan Area as compared to the 2002 MND Project and 2006 Addendum Project. It should be noted that the Specific Plan was accounted for in the growth projections in the 2035 General Plan<sup>6</sup> and as such, no new expansion of existing utility or infrastructure improvements would be needed.

The land use impacts of the Modified Project would be consistent with the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

### **3.3 GEOLOGY AND SOILS**

#### **Thresholds**

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:**
  - i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**
  - ii) Strong seismic ground shaking?**
  - iii) Seismic-related ground failure, including liquefaction?**
  - iv) Landslides?**
- b) Result in substantial soil erosion or the loss of topsoil?**
- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in an onsite or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?**
- d) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?**

6 City of La Quinta, *La Quinta 2035 General Plan*, Economic Development (2013), p. II-168.

## Summary of Findings in 2002 MND

A City-wide geotechnical analysis was conducted for the 2002 General Plan. No Alquist-Priolo Zones were identified in the City, and no active or potential active faulting was identified within the City's jurisdiction.

The 2002 MND identified that the 2002 MND Project Site was subject to ground shaking during a seismic event similar to any area in the southern California region. The Maximum Probable Earthquake (MPE) for the City of La Quinta was identified as a 7.2 earthquake while the Maximum Credible Earthquake (MCE) was identified 8.0 earthquake when measured on the Richter Scale. The 2002 MND found that there could be potentially significant impacts due to seismic ground shaking, but that compliance with the recommendations of design level geotechnical studies and applicable building codes would mitigate this potential impact to less than significant. This potential impact required the implementation of mitigation measures 1 and 2 to ensure that the identified potential impact was reduced to less than significant.

Given the probability of ground shaking, it was determined that there was also a potential for liquefaction and associated dynamic settlement, as the soils on the 2002 MND Project Site were found to have the potential for hydroconsolidation with the addition of water. Furthermore, the 2002 MND identified that the levees of the All American Canal, which bisects the 2002 MND Project Site, have the potential for liquefaction and lateral spreading hazard impacts.

A geotechnical investigation was conducted for the 2002 MND Project Site, and groundwater was expected to be deeper than 60 feet as soil borings to depths of 50 feet did not encounter any trace of groundwater.<sup>7</sup> The absence of shallow groundwater indicates that the potential for liquefaction and seismically induced settlement on the 2002 MND Project Site was low. The 2002 MND concluded there would be less than significant impacts related to seismic ground failure (including liquefaction) upon incorporation of the identified mitigation measures 1 and 2.

The 2002 MND identified that loose soils observed on the site could have the potential for settlement if subjected to structural loads if left in their natural condition. These loose surficial soils were assessed to be subject to wind erosion and transport. The 2002 MND concluded that the 2002 MND Project would have no impacts related to erosion or unstable soil conditions from excavation, grading, and fill.

7 Ninyo & Moore Geotechnical and Environmental Sciences Corporation, *Limited Geotechnical Investigation* (November 1999).

The 2002 MND concluded there would be less than significant impacts related to seismic ground failure (including liquefaction), landslides, mudflow, subsidence of land, or due to expansive soils or other soil conditions with incorporation of mitigation measures 1 and 2.

### ***Mitigation Measures Identified for 2002 MND***

1. Prior to the design and construction of any structural improvements, a comprehensive design level geotechnical evaluation shall be prepared that includes subsurface exploration and laboratory testing. Recommendations for grading/earthwork, surface and subsurface drainage, foundations, pavement structural sections, and other pertinent geotechnical design considerations shall be formulated and implemented based on the findings of this evaluation.
2. All buildings planned as a result of the proposed Project shall be constructed in conformance with the Uniform Building Code (UBC), as adopted by the City of La Quinta.

### **Summary of Findings in the 2006 Addendum**

The 2006 Addendum found that potential impacts related to geology and soils would be the same as those identified in the 2002 MND and would be less than significant. No substantial changes were identified.

Given the probability of ground shaking, a potential for liquefaction and associated dynamic settlement was identified, as the soils in the Specific Plan Area have the potential for hydroconsolidation with the addition of water. The absence of shallow groundwater identified at the time of the 2002 MND indicated that the potential for liquefaction and seismically induced settlement in the Specific Plan Area is low.

At the time the 2006 Addendum was being prepared, the SilverRock Soil Stabilization Project was being implemented to avoid the loss of loose soils in the Specific Plan Area. The SilverRock Soil Stabilization Project included stabilizing approximately 245 acres of undeveloped land within the Specific Plan Area with vegetation. The stabilization project involved minor grading, clearing and grubbing, planting of barley seed and supplying temporary irrigation in order to grow the seed for approximately 3 weeks. Once the barley was established the irrigation was removed and the barley would stabilize the soil together for 2 to 3 years. This was done as a dust mitigation measure until the site is completely developed.

As previously mentioned in the 2002 MND, the 2006 Addendum concluded that ground subsidence due to the lowering of the existing groundwater table was considered unlikely as no similar subsidence has

occurred anywhere near the City. Impacts associated with the Specific Plan were the same as those identified in the 2002 MND and were less than significant.

The 2006 Addendum also concluded that the presence of expansive soils in the City is common and mitigation measure 1 and 2 would reduce the potential impact of expansive soils within the Specific Plan Area to less than significant. The 2006 Addendum identified that impacts associated with the Specific Plan were the same as those identified for the 2002 MND Project and would be less than significant. No new information, changed circumstances, or more severe impacts would occur with the implementation of the 2006 Addendum Project.

## **Existing Conditions**

A Technical Background Report for the Safety Element of the La Quinta 2035 General Plan was completed in 2010.<sup>8</sup> The report identified earthquake-triggered geologic effects including ground shaking, surface fault rupture, landslides, liquefaction, subsidence, and seiches. Seismic hazards include areas susceptible to earthquake-induced slope instability and liquefaction. Geological hazards identified within the City in the 2035 General Plan EIR included landslides, slope instability, compressible, collapsible or expansive soils, soil corrosivity, ground subsidence, erosion, and wind-blown sand. Potential geology and soils hazards identified on the Modified Project Site include liquefaction, landslides, slope instability, and ground subsidence.

Ground subsidence was identified in 2009 and showed that differential settlement had occurred in a portion of the Coachella Canal and that CVWD must replace a portion of the existing Coachella Canal within the Arnold Palmer Golf Course to address the subsidence.

Furthermore, the report found that within the City, land subsidence appears to be caused primarily by groundwater pumping and possibly caused by tectonic activity. Ground fissures developed near the intersection of Avenue 48 and Adams Street, located at the base of the Santa Rosa Mountains near the margin of the Coachella Valley.

No Alquist-Priolo Zones, or evidence of active or potentially active faulting have been identified within the boundaries of, or near, the Modified Project Site.

<sup>8</sup> City of La Quinta, *Technical Background Report to the Safety Element of the La Quinta 2035 General Plan Update, Seismic Hazards, Geologic Hazards, Flooding Hazards* (June 2010).

## Analysis of Proposed Project

There is no evidence of an Alquist-Priolo Zone, or active or potential active faulting encountered anywhere within the boundaries of or near the Modified Project Site. Therefore, the potential for surface rupture as a result of fault plane displacement during the design life of the Modified Project would be less than significant.

While there are no active or potential faults within the City; however, geological analyses conducted for the 2035 General Plan indicate that the City could experience moderate to very high ground shaking from earthquakes along the San Andrea Fault. Strong ground shaking can result in indirect hazards, such as slope instability, liquefaction, settlement, landslides, and flood inundation.

All new buildings in the City are required to utilize reinforced masonry. Additionally, new construction must comply with the UBC, and compliance with the UBC would allow structures to resist major earthquakes without collapsing, even if structural damage occurs.<sup>9</sup> Compliance with applicable building codes (as identified in mitigation measure 2 of the 2002 MND) would minimize structural damage to buildings and ensure safety in the event of a moderate or major earthquake and reduce this potential impact to a less than significant level.

The Modified Project is not located in areas with high or moderate liquefaction susceptibility. Impacts would be similar to the 2002 MND and 2006 Addendum to the 2002 MND and less than significant.

Areas at risk due to seismically induced slope instability occur within the southern and western portions of the Planning Area near the base of steep slopes associated with the Santa Rosa and San Jacinto Mountains. Lands downslope of mountain slopes and hillsides may be susceptible to risks associated with landslide and rockfall. The Modified Project is not located in areas with very high, high, or moderate earthquake-induced slope instability. The western edge of the Modified Project Site is located adjacent to the base of the Santa Rosa Mountains, where soil slumps and rock falls occur. This area of the Modified Project Site contains the existing Arnold Palmer Classic Golf Course and is not designated for development. Therefore, the potential impact to structures from earthquake induced slope instability would be less than significant.

Unconsolidated soils occur in many areas of the City and are particularly subject to erosion, including wind erosion. Erosion can result in loss of topsoil and diminish soil productivity. A majority of the City is located within an active wind erosion zone. Mitigation measures 1 through 3 in Section 3.5 Air Quality soil watering at construction sites, a PM10 Management Plan for construction operations, and

9 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

implementation of air quality control measures identified in the Coachella Valley PM State Implementation Plan. Due to the implementation of the previously mentioned SilverRock Soil Stabilization Project, the Modified Project Site already incorporates vegetation to avoid the loss of loose soils.

The Modified Project Site is not located on a geologic unit that is considered unstable and ground subsidence due to the lowering of the existing groundwater table is considered unlikely as the groundwater table is a minimum of 50 feet below ground surface. Some localized subsidence has occurred in a portion of the existing Coachella Canal within the Arnold Palmer Classic Golf Course because the Coachella Canal is located on both bedrock and alluvial soils, which have different settlement rates.

The Modified Project would not include the use of septic tanks or alternative waste water disposal systems. Consequently, no impacts would occur with the implementation of the Modified Project.

The impacts of the Modified Project would be consistent with the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and geology and soils impacts would be less than significant with the incorporation of mitigation measures 1 and 2 identified in the 2002 MND. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

### **3.4 WATER**

#### **Thresholds**

- a) Violate any water quality standards or waste discharge requirements?**
- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**
- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner, which would result in substantial erosion or siltation on or off site?**
- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on or off site?**

- e) **Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?**
- f) **Otherwise substantially degrade water quality?**
- g) **Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?**
- h) **Place within a 100-year flood hazard area structures which would impede or redirect flood flows?**
- i) **Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?**
- j) **Inundation by seiche, tsunami, or mudflow?**

### **Summary of Findings in 2002 MND**

A site-specific water quality evaluation was prepared to analyze potential water quality issues associated with development of the site. As pervious soils would be developed, it was determined that there would have been a slight change in the absorption of runoff on the site, an increase in the amount of storm runoff and changes to existing drainage pattern on the site. Through site-specific mitigation measures 3, 4, 7, and 8, the increase in the amount of water runoff from the site was determined to be less than significant.

As no surface water bodies existed within the 2002 MND Project Site, no impacts to surface water bodies were identified. Since the golf courses proposed in the 2002 MND Project would introduce small man-made water ponds and lakes the potential for landscaping products to impact surface water quality was identified. Mitigation measures 5, 6, 7, and 8 were incorporated into the 2002 MND to reduce this potential impact to less than significant.

Domestic and irrigation water is provided throughout La Quinta and the eastern Coachella Valley by the Coachella Valley Water District (CVWD). The main source of potable water provided to the City is from an underground aquifer, known as the Whitewater River Subbasin, beneath the valley floor. Irrigation water is supplied from this same aquifer and from the Colorado River via the Coachella Canal, and is consumed generally in the area from Indio and La Quinta south to the Salton Sea.



According to the CVWD, there was ample water supply to serve the 2002 MND Project without substantially or adversely changing the quantity, quality, or flow of groundwater resources.<sup>10</sup> It was also recommended that when possible, non-potable water from the All American Canal be utilized for construction purposes to suppress dust generated by earthmoving activities, the operation of vehicles on dirt surfaces, and exposed dirt surfaces as indicated in mitigation measure 2.

Water for irrigation of the golf course and landscaping, which constitutes the majority of the water demand of the 2002 MND Project, was to be obtained from the All American Canal. In a continued effort to reduce the total amount of water used, specific water conservation measures for both landscaping and irrigation, and plumbing controls were recommended as conditions on the connection of the 2002 MND Project to CVWD facilities. In addition to these CVWD conditions, mitigation measures 1, 4, 7, and 8 were recommended to mitigate potential impacts to a less than significant level.

The 2002 MND concluded that there could be potentially significant impacts regarding potential for discharge into surface waters or other alteration of surface water quality (e.g., temperature, dissolved oxygen, or turbidity). These potential impacts were reduced to less than significant levels with mitigation measures 3, 7, and 8.

The City requires that all new developments construct on-site retention basins with a 100-year storm capacity. As documented in the 2002 General Plan EIR, the 2002 MND Project Site was not located within a 100-year floodplain, nor was it within a 500-year floodplain. As the site was primarily vacant and undeveloped, the 2002 MND identified the 2002 MND Project would result in an increase in impervious surfaces, but with the introduction of two golf courses, there was ample opportunity to design the site so that it could have effectively managed anticipated storm events. The 2002 MND Project was identified to result in less than significant impacts on hydrology and water with mitigation.

### ***Mitigation Measures Identified for 2002 MND***

1. At such time that non-potable water sources become available to the Project Site, the Project shall be connected to this resource and utilize the non-potable water for irrigation purposes.
2. During construction activities, water trucks are to acquire water from non-potable water sources, such as reclaimed water and/or canal water.
3. A hydrology master plan shall be prepared for the Project Specific Plan. Further, a hydrology study shall be prepared for the hydrology master plan and submitted to the City of La Quinta for approval

10 Jim Zimmerman, Development Service Supervisor, Coachella Valley Water District (March 2002).

prior to the issuance of grading permits. This study shall demonstrate that the Project would construct storm drainage and hydrologic improvements, such as on-site stormwater retention basins, that conform to the City's master hydrology and storm drain improvement program as well as implement regional and local requirements, policies, and programs.

4. Drought tolerant landscaping shall be utilized as a means of reducing water consumption.
5. Prior to the initiation of any construction activity on the Project Site, a Notice of Intent (NOI) to conduct construction activities under the general NPDES construction permit shall be filed. Under the conditions of this NPDES permit a Storm Water Pollution Prevention Plan (SWPPP), and Monitoring Plan are required. The SWPPP shall include Best Management Practices (BMPs) in compliance with the NPDES program requirements.
6. Any existing groundwater wells located on the site that are no longer in use shall be abandoned in accordance with federal, State, and local laws and regulations prior to the issuance of building permits.
7. Prior to operation of the golf course, the golf course operator shall prepare a Golf Course Management Plan that includes an irrigation plan, water usage plan, and chemical management plan in order to reduce, to the extent feasible, golf course irrigation runoff and percolation into the groundwater basin.
8. Design of new roads, golf courses, man-made ponds, common landscape areas, storm water basins, and other facilities shall incorporate proper engineering controls to channel storm and irrigation runoff into detention/retention facilities that are sized to accommodate design year storms and that incorporate filtration systems or other devices to reduce the potential for herbicides, pesticides, fertilizers, and other contaminants to percolate to groundwater or surface water runoff.

### **Summary of Findings in 2006 Addendum**

Since the Specific Plan would convert the remaining vacant portions of the Specific Plan Area into golf course and resort uses, no changes to the impacts in the 2002 MND were identified. The 2002 MND found that the 2006 Addendum Project had potentially significant impacts unless mitigated in regards to water quality. The 2002 MND found that there could be potentially significant impacts regarding the potential for discharge into surface waters or other alteration of surface water quality (e.g., temperature, dissolved oxygen, or turbidity). These potential impacts required mitigation measures to ensure that the potential impacts would be reduced to less than significant levels. The 2002 MND found that the 2006 Addendum Project would have less than significant impacts in regards to the exposure of

people or property to water-related hazards such as flooding, change in the quantity of groundwater, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations and impacts to groundwater quality. The 2006 Addendum identified that the impacts of the Specific Plan were the same as those identified in the 2002 MND and would be less than significant.

The 2006 Addendum identified that the intensity of uses allowed by the Specific Plan would be greater than the uses considered in the 2002 MND, would result in a nominal increase in water demand, as discussed further in **Section 3.12, Utilities and Service Systems**. Based on the Water Supply Assessment (WSA) and the Water Supply Verification (WSV), the CVWD Urban Water Management Plan (UWMP) incorporated herein, the Coachella Valley Water Management Plan (CVWMP) and the records for such CVWD approvals, the City concluded that existing and planned future water supplies will be sufficient to satisfy the demands of the 2006 Addendum Project in addition to existing and planned future uses. Impacts of the Specific Plan were the same as those identified in the 2002 MND and were determined to be less than significant.

The 2006 Addendum identified that there would be a slight change in drainage patterns and absorption, but that these changes could be on and adjacent to the existing and proposed golf courses within the Specific Plan Area, no impacts to off-site drainage would result. Additionally, there would be an increase in the amount of storm runoff from the site. With on-site drainage improvements, the increase in the amount of runoff from the site would be less than significant. As previously stated, existing and proposed golf courses within the Specific Plan had sufficient capacity to accommodate drainage without off-site drainage impacts. Per Mitigation Measure 3 identified in the 2002 MND, preparation of a hydrology study is required prior to development to demonstrate that planned storm drainage and hydrologic improvements, such as on-site stormwater retention basins, will conform to the City's master hydrology and storm drain improvement program, as well as other applicable regional and local requirements, policies, and programs.

No new or substantially greater hydrology and water quality impacts would occur with the implementation of the Specific Plan. No new information, changed circumstances, or more severe impacts would occur with the implementation of the 2006 Addendum Project.

## **Existing Conditions**

The Specific Plan Area is developed with the Arnold Palmer Classic Golf Course, Clubhouse, and has been mass graded and vegetated to minimize soil erosion. The golf course has sufficient capacity to accommodate existing on-site drainage quantities. On-site drainage systems have been constructed since the development of the site in 2002.

A major storm drain exists along the northerly property frontage within Avenue 52 which extends 2,200 feet to the Calle Rondo storm drain from the northwesterly corner of the site to a point just past the Avenue 52/SilverRock Way entrance and then back onto the resort property in to the second golf course envelope.

California is currently in a water drought. See **Section 3.12, Utilities and Service Systems**, for more information. The Arnold Palmer Golf Course is irrigated using Coachella Canal water.

The Specific Plan Area is not located within a 100-year or 500-year floodplain.<sup>11</sup>

### **Analysis of Modified Project**

The Modified Project would comply with the requirements of the National Pollution Discharge Elimination System (NPDES) permit issued by the Colorado River Basin Regional Water Control Board. The Modified Project Site would use the Stormwater Pollution Prevention Plans (SWPPP) and Best Management Practices (BMP) to reduce impacts from runoff during construction and during the life of the Modified Project. Consistent with the 2002 MND and 2006 Addendum to the 2002 MND, the Modified Project would not otherwise substantially degrade water quality.

The Modified Project will design the common area irrigation systems to use canal water, and the plant palette design will emphasize water-efficient drought-tolerant plants. The Modified Project will comply with the latest CVWD water requirements and ordinances, as well as City requirements.

Impacts would be the same as those previously identified and analyzed in the 2002 MND and 2006 Addendum to the 2002 MND for conversion of the site into golf courses and resort uses. The 2002 MND found that there could be potentially significant impacts regarding the potential for discharge into surface waters or other alteration of surface water quality (e.g., temperature, dissolved oxygen, or turbidity). The development of the golf course and associated ponds, lakes, and drainage features and implementation of mitigation measure 3 and 7 ensure that water quality impacts are mitigated to levels that are less than significant.

Additional water sources are considered as a supplement to groundwater in that they are used to recharge the groundwater aquifer, serve as a source substitution for groundwater, or used for irrigation, as discussed in **Section 3.12**. All previous groundwater wells no longer in use were abandoned in accordance with federal, State, and local regulations.

11 City of La Quinta, *La Quinta 2035 General Plan, Environmental Hazards, Flooding and Hydrology, Exhibit IV-6, FEMA Flood Zones and Flood Control Facilities*, (2013).

As previously discussed in the summary of findings in the 2006 Addendum, existing and proposed golf courses within the Specific Plan Area have the sufficient capacity to accommodate drainage without off-site drainage impacts.

The storm drain within Avenue 52 conveys water into the envelope of the proposed second golf course along Avenue 52 and Jefferson Street to allow for percolation into the groundwater aquifer. The Modified Project Site would incorporate similar amounts of open space as identified in the Specific Plan to allow for percolation of water runoff into the aquifer.

All developed areas within the City's limits are outside the 100-year flood zone. Therefore, the Modified Project Site is not located within a 100-year flood zone.

Hydrology and water quality impacts associated with the Modified Project would be similar to those identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant with the incorporation of mitigation measures 1 through 5 and 7 and 8 identified in the 2002 MND. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

### **3.5 AIR QUALITY**

#### **Thresholds**

- a) Conflict with or obstruct implementation of the applicable air quality plan?**
- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?**
- c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**
- d) Expose sensitive receptors to substantial pollutant concentrations?**
- e) Create objectionable odors affecting a substantial number of people?**

#### **Summary of Findings in 2002 MND**

For the 2002 MND, construction and operational air quality modeling was completed based on the size of the 2002 MND Project Site and the types of uses planned for development. Air quality emissions for the 2002 MND Project were not projected to exceed any air quality emission significance thresholds

with mitigation. All the planned uses for the 2002 MND Project were fairly typical of uses found throughout the City. Given the size and scale of the 2002 MND Project, which consisted largely of golf course uses with tourist commercial uses, the 2002 MND Project was not found to have any noticeable effect on local climate and atmospheric conditions.

None of the uses posed any special concern with regards to harmful or odorous pollutants that could negatively affect sensitive receptors located outside the 2002 MND Project Site boundaries and impacts were determined to be less than significant.

None of the uses planned were identified as posing any special concern with regards to harmful or odorous pollutants that could negatively affect sensitive uses located outside the 2002 MND Project Site boundaries. The 2002 MND also determined that the 2002 MND Project would have no impacts due to the alteration of air movement, moisture, or temperature causing any change in climate or creating objectionable odors

### ***Mitigation Measures Identified for 2002 MND***

1. Construction equipment shall be phased and operated in a manner to ensure the lowest construction-related pollutant emission levels practical, and shall require the use of water trucks, temporary irrigation systems and other measures which will limit fugitive dust emissions during site disturbance and construction.
2. Air quality control measures identified in the Coachella Valley PM10 State Implementation Plan (SIP) shall be implemented.
3. A PM10 Management Plan for construction operations shall be submitted prior to the issuance of grading permits. The plan shall include dust management controls such as:
  - Water site and equipment morning and evening
  - Spread soil binders on site, unpaved roads, and parking areas
  - Re-establish ground cover on construction site through seeding and watering
  - Pave construction roads, where appropriate
  - Operate street-sweepers on paved roads adjacent to site

The following measures shall be implemented to reduce construction related traffic congestion:

- Configure construction parking to minimize traffic disturbance
  - Minimize obstruction of through-traffic lanes
  - Provide flag person to ensure safety at construction sites, as necessary
  - Schedule operations affecting roadways for off-peak traffic hours
  - Provide rideshare incentives to construction personnel
4. Timeshare and golf facility construction shall utilize solar or low emission water heaters to reduce natural gas consumption and emissions.
  5. Timeshare and golf facility construction shall utilize energy-efficient appliances to reduce energy consumption and emissions.
  6. Shade trees shall be provided in close proximity to Timeshare, hotel and golf facility structures to reduce building heating/cooling needs.
  7. Timeshare and golf facility construction shall utilize energy-efficient and automated controls for air conditioners to reduce energy consumption and emissions.
  8. Timeshare and golf facility construction shall utilize special sunlight-filtering window coatings or double-paned windows to reduce thermal gain or loss.
  9. Timeshare and golf facility construction shall utilize automatic lighting on/off controls and energy-efficient lighting (including parking areas) to reduce electricity consumption and associated emissions.
  10. Timeshare and golf facility construction shall utilize light-colored roofing materials in residential construction as opposed to dark roofing materials.
  11. Bus stops shall be positioned at locations on and adjacent to the site to be determined in coordination with the bus transit service provider that will serve the Project area. Bus stops should be generally located 1/4-mile walking distance from Timeshare units.
  12. The golf course shall design on-site circulation plans for clubhouse parking to reduce vehicle queuing.

## Summary of Findings in 2006 Addendum

The 2006 Addendum determined that the Specific Plan would permit a greater intensity of tourist commercial uses than were analyzed in the 2002 MND; however, with the exception of volatile organic compound (VOC) emissions during painting of the proposed structures, construction and operation would generate pollutant levels below the South Coast Air Quality Management District (SCAQMD) thresholds of significance.

When the 2006 Addendum was prepared, a portion of the Specific Plan Area had already been developed with the Arnold Palmer Classic Golf Course. To minimize dust emissions from the undeveloped portions of the site, the City stabilized approximately 245 acres of undeveloped land within the Specific Plan Area by planting barley, which stabilized the soil together for 2 to 3 years.

Air pollutant emissions associated with uses and activities that would be permitted by the SilverRock Resort Specific Plan were estimated using the URBEMIS2002 air quality model. Model inputs were based on the size of the Specific Plan Area and the amount and types of uses that would be permitted. While the Specific Plan permitted a greater intensity of tourist commercial uses than analyzed in the 2002 MND, model results indicated that the 2006 Addendum Project construction and operation would generate pollutant levels below SCAQMD thresholds, with the exception of VOC emissions during painting of the proposed structures. However, the URBEMIS2002 model estimates emissions based on the assumption that painting of all proposed structures would occur concurrently.

As construction, including painting of individual structures, would be phased with construction and, therefore, would occur over time, the model overestimated the daily VOC emissions associated with such activities. This impact, therefore, was considered less than significant. While the greater intensity of hotel and retail uses permitted by the Specific Plan resulted in a greater number of daily vehicle trips than was analyzed in the 2002 MND, the resort character of the SilverRock Resort in its entirety would result in a high rate of internal trip capture, as resort guests would stay for extended periods and use the golf course, retail, restaurant, and other resort amenities. As a result, the resort nature of the uses allowed by the Specific Plan would result in patrons staying on the site for extended periods of time. These extended stays within the Specific Plan area would reduce the number of new daily trips being generated. This reduction in daily vehicle trip generation was reflected in the 2006 Addendum Project air pollutant emissions estimates. The Specific Plan incorporated mitigation measures identified in the 2002 MND in order to reduce air quality impacts to the fullest extent feasible. With implementation of mitigation measure 1 through 12 of the 2002 MND and mitigation measure 13, which would reduce VOC emissions from architectural coatings, impacts would be reduced to less than significant.



The Specific Plan did not allow any land uses that would pose any special concern with regards to harmful or odorous pollutants that could negatively affect sensitive receptors surrounding the 2006 Addendum Project Site.

Air quality impacts associated with the Specific Plan would be similar to those identified in the 2002 MND and would be less than significant with the incorporation of mitigation measures 1 through 12 identified in the 2002 MND and mitigation measure 13, which would reduce VOC emissions from architectural coatings. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Specific Plan.

### **Mitigation Measures Identified for 2006 Addendum**

13. To reduce VOC emissions associated with architectural coatings, water-based or low-VOC coatings shall be used and applied with spray equipment with high transfer efficiency and/or the need for paints and solvents should be reduced by using pre-coated building materials or naturally colored building materials.

### **Existing Conditions**

The Modified Project Site is located within the Salton Sea Air Basin within the SCAQMD jurisdiction. The City of La Quinta is subject to high intensity wind events year round. During fall and winter months, high-pressure systems from the north can conflict with low-pressure systems from the south, and create a condition known as the Santa Ana winds, which can blow for multiple days at high speeds. These strong winds sweep up, suspend and transport large quantities of sand and dust, reducing visibility, damaging property and constituting a significant health threat.

The Federal and State Clean Air Act standards are the thresholds by which regional ambient air quality is measured. In the Coachella Valley air quality has exceeded state and federal standards for ozone and particulate matter. In order to monitor regional pollutants of concern, the SCAQMD operates and maintains two regional air quality monitoring stations in Source Receptor Area 30 (SRA 30), including one at a Palm Springs Fire Station, and one in the City of Indio off of Jackson Street. These monitoring stations report daily air pollutant concentrations and meteorological conditions. The Salton Sea Air Basin is currently designated as being in nonattainment for the federal ozone, PM10, and PM2.5, nonattainment for the State PM10 and unclassified for State PM2.5 standards. Areas where air pollution levels persistently exceed the state or national ambient air quality standards may be designated "nonattainment."

## Analysis of Modified Project

The 2012 Air Quality Management Plan (AQMP) was prepared to accommodate growth, reduce the high levels of pollutants within the areas under the jurisdiction of SCAQMD, return clean air to the region, and minimize the impact on the economy. Projects that are determined to be consistent with the AQMP would not interfere with attainment of the goals of the plan because this growth is included in the projections utilized in the formulation of the AQMP. Therefore, projects, uses, and activities that are consistent with the growth projections used in the development of the AQMP would not jeopardize attainment of the air quality goals identified in the AQMP, even if they exceed the SCAQMD recommended daily emissions thresholds.

The Modified Project has been accounted for in the City's 2035 General Plan growth projections which was determined to be consistent with the 2012 AQMP growth projections.<sup>12</sup>

The construction emissions for the Modified Project were calculated using construction emission factors contained in the California Emissions Estimator Model (CalEEMod) model. The emission calculations assumed the use of standard construction practices, such as compliance with SCAQMD Rule 403 (Fugitive Dust), to minimize the generation of fugitive dust, SCAQMD Rule 403.1 (Supplemental Fugitive Dust Control Requirements For Coachella Valley Sources), and Rule 1113 (Architectural Coatings). Compliance with Rule 403, Rule 403.1, and Rule 1113 is mandatory for all construction projects. Specifically, Rule 403 and 403.1 require watering of exposed surfaces and unpaved roads three times daily, which is estimated to reduce fugitive dust emissions of particulates less than 10 microns in diameter (PM10) and particulates less than 2.5 microns in diameter (PM2.5) by 61 percent, requires a fugitive dust control plan for construction projects, and requires reductions in the VOC content of coatings. Tier 3 engines for off-road vehicles during construction activities, as required by the California Air Resources Board, was reflected in the CalEEMod emissions calculations below.

### **Construction**

The estimated maximum daily emissions during Modified Project construction include the incorporation of SCAQMD Rules 403, 403.1, and 1113 and are presented in **Table 3.5-1, Highest Daily Construction Pollutant Emissions**. These estimates are based on the expected location, size, and development of the proposed Modified Project uses. The analysis assumes that all of the construction equipment and activities would occur continuously over the day and that activities would overlap. In reality, this would not occur, as most equipment operates only a fraction of each workday and many of the activities would

12 City of La Quinta, La Quinta 2035 General Plan, Economic Development (2013), II-168

not overlap on a daily basis. The Modified Project assumed up to 5 acres were disturbed each day when compared to 10 acres disturbed each day as analyzed by the 2006 Addendum Project. As shown in **Table 3.5-1**, construction activities associated with the development of the Modified Project would not result in an exceedance of VOC, nitrogen oxides (NOx), carbon monoxide (CO), sulfur oxide (SOx), PM10, and PM2.5 concentration thresholds. Impacts with regard to these air pollutants would be less than significant, even when assuming overlapping construction activities. Potential construction emission impacts on sensitive receptors are analyzed below.

**Table 3.5-1  
Highest Daily Construction Pollutant Emissions**

Source	Pollutant (pounds/day)					
	VOC	NOx	CO	SOx	PM10	PM2.5
Maximum Emission	72.4	56.2	103.9	0.2	7.7	4.7
SCAQMD threshold	75	100	550	150	150	55
<b>Threshold Exceeded?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

*Source: Refer to Modeling in Appendix A, AQ and GHG Emissions Calculations.*

*Abbreviations: CO = carbon monoxide; NOx = nitrogen oxide; PM10 = particulate matter less than 10 microns; PM2.5 = particulate matter less than 2.5 microns; VOC = volatile organic compounds; SCAQMD = South Coast Air Quality Management District; SOx = sulfur oxide.*

### **Operation**

The estimated operational emissions are based on development of all the proposed resort uses are presented in **Table 3.5-2, Operational Emissions**. As shown in **Table 3.5-2**, the Modified Project's operational emissions would not exceed regional daily VOC, NOx, CO, SOx, PM10, and PM2.5 concentration thresholds. Therefore, daily operational emissions generated by the Modified Project will be less than significant.

**Table 3.5-2  
Operational Emissions**

Source	Pollutant (pounds/day)					
	VOC	NOx	CO	SOx	PM10	PM2.5
Maximum Emission	65.6	60.2	318.9	0.4	26.1	8.8
SCAQMD threshold	75	100	550	150	150	55
<b>Threshold exceeded?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

*Source: Refer to Air Quality and Greenhouse Gas Modeling data sheets in Appendix A, AQ and GHG Emissions Calculations.*

As shown in **Table 3.5-2**, operational emissions for the Modified Project do not exceed the SCAQMD thresholds of significance. According to SCAQMD, if an individual project results in air emissions of criteria pollutants that are below the SCAQMD's recommended daily thresholds for project-specific impacts, then the project would not result in a cumulatively considerable net increase of these criteria pollutants. By applying SCAQMD's cumulative air quality impact methodology, implementation of the Modified Project would not exceed the thresholds for these criteria air pollutants and no significant cumulative impacts would occur. Therefore, the Modified Project would not result in a cumulatively considerable net increase of criteria air pollutants. Accordingly, cumulative impacts would be potentially significant. Therefore, the Modified Project would not result in a cumulative considerable net increase of any criteria pollutant for which the Modified Project region is non-attainment.

Air quality impacts of the Modified Project would be consistent with the impacts identified in the 2002 MND Project and 2006 Addendum Project with implementation of mitigation measures 1 through 13 and will be less than significant. No new or substantially greater impacts would occur with the implementation of the Modified Project.

### ***Sensitive Receptors***

Sensitive receptors are defined as schools, residential homes, hospitals, resident care facilities, daycare centers, or other facilities that may house individuals with health conditions that would be adversely impacted by changes in air quality. The Modified Project Site is located on a site that is currently developed with the Arnold Palmer Classic Golf Course and Ahmanson House, with the nearest sensitive receptors being the surrounding residential and golf communities to the north, east, and south. The nearest sensitive receptors are located in PGA West and the Hideaway residential and golf communities, approximately 125 feet and 150 feet, respectively to the south and east of the boundaries of the Modified Project Site.

### ***Localized Significance Threshold***

The localized significance thresholds (LSTs) used in this analysis address whether there are potential impacts to residents and neighborhoods located around and near the Modified Project Site. The allowable mass-rate emissions were determined using the specified thresholds for a 5-acre site at a distance of 50 meters (150 feet) from the nearest sensitive receptor as determined by SCAQMD. The construction and operation analysis for LSTs for the Modified Project are shown in **Table 3.5-3, LST Emissions**. As shown in **Table 3.5-3**, the on-site emissions estimated incorporate the required regulations for compliance with Rule 403 (Fugitive Dust), Rule 403.1, and Tier 3 engines for off-road

construction equipment. The construction of the Modified Project would not generate on-site emissions in excess of the site-specific LSTs for NO<sub>x</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub>.

**Table 3.5-3  
LST Emissions**

Source	On-Site Emissions (pounds/day)			
	NO <sub>x</sub>	CO	PM <sub>10</sub>	PM <sub>2.5</sub>
<b>Construction</b>				
Maximum emissions	56.2	103.9	7.7	4.7
LST threshold	340	3,237	44	11
<i>Threshold Exceeded?</i>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>
<b>Operational</b>				
Area/energy emissions	8.3	45.8	1.74	1.73
LST threshold	340	3,237	11	3
<i>Threshold Exceeded?</i>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

*Source: Modeling results are located in Appendix A, AQ and GHG Emissions Calculations.*

*Abbreviations: CO = carbon monoxide; NO<sub>x</sub> = nitrogen oxide; PM<sub>10</sub> = particulate matter less than 10 microns; PM<sub>2.5</sub> = particulate matter less than 2.5 microns;*

As indicated in **Table 3.5-3**, the construction of the Modified Project would result in emissions below the localized significance thresholds. As such, the Modified Project would result in a less than significant impact on sensitive receptors located north, east, and south of the Specific Plan Area.

According to the SCAQMD, while almost any source may emit objectionable odors, some land uses will be more likely to produce odors because of their operation. Land uses that are more likely to produce odors include agriculture, chemical plants, composting operations, dairies, fiberglass molding, landfills, refineries, rendering plants, rail yards, and wastewater treatment plants. The Modified Project does not contain any active manufacturing activities and would convert current agricultural land to residential land uses. Therefore, objectionable odors would not be emitted by the Modified Project. Any unforeseen odors generated by the Modified Project would be controlled in accordance with SCAQMD Rule 402 (Nuisance).

The impact of the Modified Project would be consistent with the air quality impacts identified in the 2002 MND Project and the 2006 Addendum Project and with the incorporation of mitigation measures 1 through 13 identified in the 2002 MND would be less than significant. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

## **3.6 TRANSPORTATION/CIRCULATION**

### **Thresholds**

- a) Exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.), taking into account all relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**
- b) Conflict with an applicable congestion management program including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?**
- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?**
- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**
- e) Result in inadequate emergency access?**
- f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?**

### **Summary of Findings in 2002 MND**

The 2002 MND Project as evaluated in the 2002 MND included golf course and resort uses consistent with the General Plan Land Use Designations for the site. Based on trip generation rates for the planned uses, the traffic analysis prepared for the 2002 MND estimated that a total of 6,383 daily trips would be generated by the golf courses and projected resort development. As concluded in the traffic analysis, all of the study roadway intersections would operate at LOS D or better during peak hours. Implementation of mitigation measure 1 would ensure that no significant impacts would occur at the 2002 MND Project entrance and Avenue 52, the 2002 MND Project entrance and Jefferson Street, and Jefferson Street and Avenue 54 if signals are warranted at these intersections.

The 2002 MND determined that the 2002 MND Project would have less than significant impacts related to hazards and safety from design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment), inadequate emergency access to nearby uses, insufficient parking capacity on site or off site, and hazards or barriers for pedestrians or bicyclists. The 2002 MND

also concluded the 2002 MND Project would have no impacts in regards to conflicts with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks) and rail, waterborne, or air traffic impacts.

The 2002 MND identified that the 2002 MND Project would not impact air traffic as it is not located in an area that is adjacent to an airport. The nearest airport was approximately 7 miles away from the 2002 MND Project Site.

### ***Mitigation Measures Identified for 2002 MND***

1. A traffic signal shall be installed at the Project entrance and Avenue 52, the Project entrance and Jefferson Street and at the intersection of Avenue 54 and Jefferson Street when and if they are warranted. The developer of the site shall be responsible for payment of a fair share of the cost of installing these signals.

### **Summary of Findings in 2006 Addendum**

The Specific Plan allowed the continued development of the 2006 Addendum Project Site with golf course and resort uses consistent with the General Plan and the 2006 Addendum Project as analyzed in the 2002 MND. Since the adoption of the 2002 MND, only one traffic signal was warranted to be installed at the 2006 Addendum Project entrance and Jefferson Street. An updated traffic evaluation was completed to determine if the type and amount of uses that would be permitted by the Specific Plan would result in potentially new or more severe significant traffic impacts than those identified in the 2002 MND. While the intensity of resort and retail uses and the amount of traffic generated by these uses would be greater than the amount assessed in the 2002 MND, no new or more severe significant traffic impacts were identified because the surrounding roadway network had the capacity to accommodate the traffic and impacts had been previously analyzed during the 2002 General Plan update process. The 2006 Addendum concluded that there was no substantial change in the level of impacts from the 2006 Addendum Project that was subject to the 2002 MND and the Specific Plan. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Specific Plan.

The 2002 General Plan identified that the minimum level of service required for intersections along roadways contained in the Riverside County Congestion Management Program (CMP) is level of service (LOS) E. Highway 111 is a CMP roadway.

The City's General Plan established LOS D as the City's minimum level of service for intersections.

The 2006 Addendum concluded that the Specific Plan would allow the continued development of the 2006 Addendum Project Site with golf course and resort uses consistent with the General Plan and the 2006 Addendum Project as analyzed in the 2002 MND. While the type of uses allowed by the proposed Specific Plan would be consistent with the General Plan and the traffic analysis prepared for General Plan EIR, the permitted intensity of these uses would be greater than previously assumed in the 2002 MND. Based upon applicable trip generation rates, the full build out of the uses that would be permitted by the Specific Plan could generate up to approximately 20,020 trips per day with 1,420 AM peak hour trips and 1,830 PM peak hour trips, if internal trips are not accounted for. This worst case estimate is not realistic and overstates actual trip generation because it double counts some trips as many of the resort hotel, golf and retail village trips would be between these different uses and would stay within the Specific Plan Area for this reason. A comparison of this worst-case project trip generation estimate and the generation rates established by the General Plan traffic model indicates that the 2002 General Plan EIR traffic model assumed the generation of approximately 11,181 more trips (31,202 trips - 20,021 trips = 11,181 more trips) than the Specific Plan. Therefore, the 2006 Addendum identified that 2002 General Plan Circulation Element roadway network was able to accommodate traffic generated by the Specific Plan and no new significant impacts would occur.

The 2006 Addendum determined that while the intensity of resort and retail uses, and the amount of traffic generated by these uses, would be greater than the amount assessed in the 2002 MND, no new or more severe significant traffic impacts would result because the surrounding roadway network has the capacity to accommodate traffic generated by the Specific Plan and impacts have been previously analyzed during the 2002 General Plan update process.

## **Existing Conditions**

A traffic impact analysis (TIA) was prepared for the 2035 General Plan to assess the existing roadway network, collect data on and measure the level of use and service along the existing roadways in the General Plan study area. The traffic impact analysis also identifies potentially significant traffic-related impacts associated with development of the uses allowed by the City's General Plan, and detailed mitigation measures and strategies designed to reduce potential impacts to levels that are less than significant.<sup>13</sup> The TIA evaluated existing traffic operations in the City and analyzes impacts for the year 2035.

The La Quinta General Plan Traffic Analysis Model (LQTAM) is a detailed model developed in a manner consistent with the Riverside County Transportation Analysis Model (RivTAM), which is the basis for

13 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).



regional transportation planning efforts coordinated by Coachella Valley Association of Governments (CVAG). The LQTAM consists of a traditional four-step modeling process including (1) trip generation, (2) trip distribution, (3) mode split (choice), and (4) traffic assignment. Two model scenarios were included in the LQTAM, a base year of 2009 and the forecast year 2035. To work from a more refined level, the traffic modeling process begins with defining the traffic analysis zones (TAZ) and the roadway network, establishing efficient/logical traffic routes, collecting land use and socio-economic data on each TAZ, calculating trip generation in each TAZ, distributing traffic and its assignment to individual road segments.<sup>14</sup>

The City has developed and maintains an extensive arterial roadway network, serving both local and inter-city traffic. The City road network has been built essentially along a north-south grid with interconnections with major arterials passing through adjacent jurisdictions.<sup>15</sup> The Modified Project Site is bounded by Jefferson Street, Avenue 52, and Avenue 54.

Jefferson Street is oriented in a north-south direction and consists of three lanes in each direction. It is classified as a Major Arterial north of Avenue 54 and as a Modified Secondary Arterial between Avenue 58 and Avenue 62. Jefferson Street provides access to State Highway 111, southern parts of the City and to Interstate 10 north of City limits. Current traffic volumes range from 12,000 to 27,000 vehicles per day (VPD). Intersections with Jefferson Street are operating at LOS C or better and the roundabout at Avenue 52 is operating at LOS A during the peak season. Mid-block segments operate at LOS A. The 2035 General Plan calculated 16,169 existing average daily trips (ADT) along Jefferson Street north of Avenue 52 and 12,399 ADTs along Jefferson Street from Avenue 52 to Avenue 54.<sup>16</sup>

Avenue 52 is oriented in an east-west direction. Avenue 52 is classified as a Primary Arterial throughout the City and the City's Sphere of Influence. Current traffic volumes range from 7,200 VPD west of Monroe Street to about 16,100 VPD west of Washington Street. Intersections with Avenue 52 are currently operating at LOS C or better during the peak season, with the exception of the Avenue 52 intersection with Avenida Bermudas, which is operating at LOS D. Mid-block segments are operating at LOS A.<sup>17</sup>

Avenue 54 is an east-west street consisting of two lanes in each direction between Jefferson Street to east of Monroe Street. Intersections with Avenue 52 are currently operating at LOS C or better, with the exception of the Avenue 52 intersection with Avenida Bermudas, which is operating at LOS D. Roadway

14 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

15 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

16 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

17 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

segments are operating at LOS A during the peak season. There are 13,529 ADT along Avenue 52 from Washington Street to Jefferson Street.<sup>18</sup>

Avenue 52 is designated as a Class 3 golf cart path west of SilverRock Way to Eisenhower Drive.

## **Analysis of Modified Project**

The TIA prepared for the City's 2035 General Plan incorporated the full development of the uses approved for the SilverRock Specific Plan. The 2035 General Plan calculates projected ADT volumes for the year 2035. The 2035 General Plan peak season projected 35,143 ADT along Jefferson Street north of Avenue 52; 31,532 ADT along Jefferson Street from Avenue 52 to Avenue 54; and 26,510 ADT along Avenue 52 west of Monroe Street; 31,770 ADT along Avenue 52 from Washington Street to Jefferson Street; and 16,133 ADT west of Washington Street.<sup>19</sup> These 2035 projections included projected traffic generated by the Modified Project.

The 2035 forecasted intersection LOS during the peak season based on the recommended intersection improvements from the 2035 General Plan would result in LOS C during both peak hour periods at Washington Street and Avenue 52; LOS C during the AM Peak Hour and LOS D during the PM Peak Hour at Jefferson Street and Avenue 52; and LOS B during both peak hour periods with a new traffic signal at Jefferson Street and Avenue 54. Therefore, mitigation measure 1 identified in the 2002 MND Project will require that the developer provide a fair share of the cost to implement a traffic signal at Jefferson and Avenue 54, as well as at SilverRock Way and Jefferson Street (if warranted). Traffic Mitigation Measure 1 requiring the installation of a traffic signal at SilverRock Way and Avenue 52 has been implemented.

The Modified Project would reduce the number of trips generated when compared to the Specific Plan due to a reduction of land use intensities. The Modified Project includes 850 units and 65,000 square feet of commercial space, while the Specific Plan allows up to 1,160 units and 190,000 square feet of commercial space. The Modified Project would generate 15,683 ADT, which is 4,338 fewer ADT than compared to the analysis prepared for the 2006 Addendum to the 2002 MND. The Modified Project would not exceed the capacity of the planned circulation system and would generate fewer trips as compared to the Specific Plan.

The Modified Project proposes a resort environment including hotels, a spa, residential units, and a mixed-use village, and civic park/entertainment area. The Modified Project would include design features, such as the two circulation elements, the River Walk and the Promenade, featured in Planning

18 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

19 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

Area 7, which would facilitate circulation and pedestrian safety throughout the resort. These two circulation elements would include intersecting north–south and east–west pedestrian corridors with connectivity to vehicular, non-vehicular, and pedestrian circulation routes within the Specific Plan Area.

The Modified Project would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses because the circulation pattern follows a similar circulation route planned in the Specific Plan. The 2035 General Plan incorporated the Modified Project in its analysis, and the Modified Project would not result in adequate emergency access.

The City’s 2035 General Plan designates a new Class 1 golf cart/NEV path through the Specific Plan Area from Washington Street to Jefferson Street south of Avenue 52. The designated Class 1 golf cart/NEV path then continues along Jefferson Street to Avenue 54. A Class 2 golf cart/NEV path is also designated from Washington Street to SilverRock Way which connects the Specific Plan Area to the rest of the City. A proposed multi-purpose path is also designated through the Specific Plan Area from Washington Street to Jefferson Street south of Avenue 52. The design of the Modified Project allows the connection of the proposed City pedestrian, NEV, and bicycle paths.

Impacts associated with the Modified Project would be similar to those identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant with the incorporation of mitigation measure 1 identified in the 2002 MND to include a signal at the Modified Project entrance along Jefferson Street and a signal at Jefferson Street and Avenue 54, if warranted. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

### **3.7 BIOLOGICAL RESOURCES**

#### **Thresholds**

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**
- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**
- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**
- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**
- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

### **Summary of Findings in 2002 MND**

The 2002 MND identified that the flat portion of the 2002 MND Project Site had historically been used for agricultural purposes and the majority of this portion of site consisted of disturbed non-native vegetation. Five vegetation communities were identified on the site including disturbed vegetation, agricultural lands, tamarisk groves, desert saltbush scrub, and mesquite hummocks. The majority of the 2002 MND Project Site, approximately 440 acres, consisted of disturbed areas containing abandoned citrus groves, sod fields, and ranch related buildings. Approximately 40 acres of the 2002 MND Project Site was used to grow turf for golf course use. Tamarisk groves occupied approximately 8 acres of the 2002 MND Project Site. Native plant communities on the 2002 MND Project Site were limited to approximately 8 acres of desert saltbush scrub and 3.4 acres of mesquite hummocks.

A series of biological surveys had been conducted on the 2002 MND Project Site between 1999 and 2002. Focused surveys for Coachella Valley fringe-toed lizard, flat-tailed horned lizard, Coachella Valley round-tailed ground squirrel, Palm Springs pocket mouse, Coachella Valley grasshopper and peninsular bighorn sheep were conducted based on the recommendation of the USFWS and CDFG in 1999. None of these species were observed on the site. All other sensitive species were surveyed for in conjunction with these surveys or the previous surveys.

One species of special-concern, a Loggerhead shrike, was observed on the site during the 1999 surveys. A second special-status species, the black-tailed gnatcatcher, was observed on an adjacent site during 1999 surveys and, for this reason, was considered to have a high potential to be present on the 2002 MND Project Site. Suitable habitat for these two species comprised very few acres and as the 2002 MND Project Site was not likely to sustain a large population of either species, the potential impact to these two bird species was not identified as significant.

The Santa Rosa Mountains historically provided habitat for peninsular bighorn sheep, a state- and federally-listed endangered species. Focused surveys performed in 1999 found no evidence of bighorn

sheep in the vicinity of the 2002 MND Project Site. Essential habitat of the peninsular bighorn sheep in this area was defined by the USFWS to include the Santa Rosa Mountains down to the toe-of-slope. As no development was proposed to infringe above the toe-of-slope, no portion of the 2002 MND Project Site would have been developed in the essential peninsular bighorn sheep habitat. Nonetheless, mitigation measures were identified for the 2002 MND Project should peninsular bighorn sheep encroach on to the 2002 MND Project Site. Mitigation measures 1 through 10 were found to mitigate any potential significant impacts to bighorn sheep.

Seven special-status plant species were identified as known to occur in the general vicinity of the 2002 MND Project Site vicinity. A special-status plant survey was completed on the 2002 MND Project Site in April 2000. No individuals or populations of Coachella Valley milk-vetch were found during these focused surveys. In addition, no other special-status plant species were observed on the site during these surveys.

One special-status vegetation community was identified within the 2002 MND Project Site. Mesquite hummocks, defined as “partially stabilized desert sand fields” is identified as a threatened vegetation community by the State. Two mesquite hummocks occupied approximately 3.4 acres of the 2002 MND Project Site. These two hummocks had been degraded by trash dumping and off-road vehicle activity. However, the loss of approximately 3.4 acres of this habitat type was identified as a potentially significant impact. The 2002 MND identified mitigation to reduce this impact to a less than significant level. Mitigation measure 11 required that prior to any construction or site preparation activities that would impact the 3.4 acres of mesquite hummock, the agency or project developer shall enter into a Memorandum of Understanding (MOU) with the California Department of Fish and Game (now the California Department of Fish and Wildlife) and an appropriate non-profit organization whose purpose is to acquire and manage land for the purpose of protecting special status plants and wildlife. The MOU was to provide the organization chosen the financial resources necessary to purchase and manage 3.4 acres of mesquite hummock in the Willow Hole area or in another area where the habitat is contiguous and large preserves already protect much of this habitat type. As discussed below, the requirements of mitigation measure 11 has been fulfilled.

The 2002 MND identified that a total of 5.29 acres of potential wetlands that were present on the 2002 MND Project Site. A wetland delineation was completed in August 2000 and identified four potential jurisdictional areas on the 2002 MND Project Site including a system of channels, a swale, and two excavation retention basins. All of these features, except one of the excavated basins, were dry on the surface at the time of the survey. No anaerobic soil indicators or hydrophytic plants were present at this swale. Because this wet area was the result of human activity and lacks two of the three characteristics used to determine jurisdiction, it was unlikely that this feature is a jurisdictional wetland. The first of the

two retention basins was located at the northern portion of the 2002 MND Project area. This site was inundated at the time of the delineation and was expected to be for the remainder of the year given the presence of hydrophytic vegetation. The other retention basin was apparently used as water storage for orange grove irrigation that occupies the northeastern corner of the site and was not inundated at the time the delineation was performed in 2000. The soil was damp below the surface and there was slight evidence of anaerobic soil conditions. The basin occupied approximately 1.8 acres and had an assemblage of plants that narrowly met the hydrophytic plant criterion. The soil dampness and basin topography contributed to the determination that wetland hydrology was present, but similar to the other basin, the wetland delineation concluded that while these basins met the physical criteria of a wetland, they might not be a jurisdictional feature because both were artificially created.

The 2002 MND determined that because development of the 2002 MND Project Site had the potential to remove all or some of the potential wetlands on-site and because the area was regulated by state and federal resource agencies, this loss could be considered a significant impact without the incorporation of mitigation measures. The 2002 MND identified mitigation measure 11 to reduce impacts to less than significant.

The 2002 MND Project Site was surrounded on two sides by mostly developed land, consisting of residences, agricultural crops, and fallow or abandoned cropland. The Coral Reef Mountains bordered the western edge of the 2002 MND Project Site and constitute a large, natural open space area. There was one area adjacent to and east of the 2002 MND Project Site that contained some native scrub habitat at the time the MND was prepared. This area was not directly connected to any large open spaces and native habitat adjacent to it was patchy and disjunctive. Therefore, the 2002 MND identified that the 2002 MND Project Site did not serve as a wildlife movement corridor between large open spaces and potential impacts to wildlife movement were less than significant.

### ***Mitigation Measures Identified for 2002 MND***

1. A mountain toe-of-slope buffer/mitigation concept plan has been prepared to protect peninsular Bighorn Sheep, and other wildlife, from entering the non-mountainous portion of the site proposed for development. This concept plan illustrates a continuous buffer to the toe-of-slope in areas where development could occur adjacent to the mountain edge. The concept plan delineates the location, acreage and native plant species envisioned for the mitigation area. This plan shall be incorporated into the project design and shall be subject to review by the City prior to the issuance of grading permits. A copy of this mountain toe-of-slope buffer/mitigation concept plan is available for review at the City of La Quinta Community Development Department.

2. If Bighorn Sheep enter into the Project Site, an 8-foot fence (or the functional equivalent) between the development and the hillside shall be constructed. The gaps should be 11 centimeters (4.3 inches) or less. If determined necessary, the City shall construct temporary fencing while permanent fencing is constructed. The fence shall not contain gaps in which Bighorn Sheep can be entangled. If the Department transfer or disposes of any of the property adjacent to the hillside, the Department shall reserve an easement sufficient for the construction of fencing if needed in the future.
3. Dogs shall not be permitted to be loose within the Project area, and shall be kept away from the hillside areas through appropriate signage and fencing, where applicable.
4. Access into the hillside area from the site will be discouraged through the use of signs or barricades, if necessary, unless the access is provided as part of a trail system that is approved by the USFWS and CDFG.
5. A construction plan shall be prepared and provide, to the extent practicable, construction activities that emit excessive noise will be avoided adjacent to the hillside. In addition, during grading and construction activities any blasting or pile-driving near the hillside will not occur during the period from January 1 through June 30.
6. The final design of the Project shall insure that road and driveways are designed to minimize headlight shine from vehicles onto the hillside.
7. In all areas adjacent to the hillsides, non-glare glass shall be used in new construction. Exterior building lights shall not shine on the hillside. Exterior lighting shall be kept at the safest possible minimum intensity and aimed away from the hillside.
8. The landscape plan shall include only plants that are non-toxic to wildlife. All exotic plants such as tamarisk and fountain grass are prohibited. Existing trees may remain.
9. All swimming pools located in the Project Site shall be fenced pursuant to City regulations.
10. Efforts shall be made to ensure that all pesticides, fungicides, herbicides, and fertilizers used during the construction and operation of the Project Site will not be harmful to wildlife.
11. Prior to any construction or site preparation activities that would impact the 3.4 acres of mesquite hummock, the agency or project developer shall enter into a Memorandum of Understanding (MOU) with CDFG and an appropriate non-profit organization whose purpose is to acquire and manage land for the purpose of protecting special status plants and wildlife. This MOU shall provide the organization chosen the financial resources necessary to purchase and manage 3.4 acres of

mesquite hummock in the Willow Hole area or in another area where the habitat is contiguous and large preserves already protect much of this habitat type.

12. Prior to the commencement of on-site grading, a 404 permit shall be obtained, if legally required, for alteration of areas under the Army Core of Engineers (ACOE) jurisdiction. In addition, if development activities are to take place within streambeds or drainages under the jurisdiction of the CDFG, a streambed alteration agreement shall first be obtained, if legally required.

## **Summary of Findings in 2006 Addendum**

Subsequent to preparation of the 2002 MND, the entire site was mass graded and the Arnold Palmer Classic Golf Course was built on the western portion of the site along the edge of the Santa Rosa Mountains. Mitigation measure 12 was implemented prior to the commencement of on-site grading to mitigate potential impacts to jurisdictional wetland habitat. The majority of the remainder of the site was planted with barley as a dust control reduction measure.

As discussed in the 2002 MND, one special-status vegetation community, known as mesquite hummocks, was identified within the Specific Plan Area and impacts to these hummocks was identified as a significant impact. A non-profit organization purchased contiguous mesquite hummock habitat in another area to offset the 3.4 acres of mesquite hummock on-site. Impacts to the mesquite hummocks on the site were mitigated by implementation of mitigation measure 11.

Mitigation measures 1 through 10 were included in the 2002 MND to prevent peninsular bighorn sheep from coming onto the 2006 Addendum Project Site. The 2006 Addendum identified that City staff was working with the USFWS and CDFG regarding peninsular bighorn sheep sightings on and adjacent to the Specific Plan Area and that, if needed, a peninsular bighorn sheep perimeter fence would be installed. Implementation of these mitigation measures would mitigate any potential impacts to bighorn sheep to a less than significant level.

Subsequent to adoption of the 2002 MND, construction of the Arnold Palmer Golf Course commenced. As identified above, mitigation measures 11 and 12 were implemented to minimize biological impacts identified in the 2002 MND. The 2006 Addendum identified that mitigation measures 1 through 10 were still applicable to the Specific Plan. Impacts to biological resources associated with the Specific Plan were identified as being the same as those identified in the 2002 MND because potential impacts to biological resources would be mitigated with implementation of the mitigation measures 1 through 10 identified in the 2002 MND. No substantial changes from the 2002 MND were identified and no new information, changed circumstances, or more severe impacts were identified for the Specific Plan.



## Existing Conditions

The Modified Project Site has been entirely graded and is currently partially developed with the Arnold Palmer Classic Golf Course on the most western portion of the site along the edge of the Santa Rosa Mountains. No riparian habitat is present on the Modified Project Site. The western boundary of the Modified Project Site is located adjacent to the Santa Rosa Mountains, which provides habitat for the peninsular bighorn sheep.

A comprehensive biological resources study was prepared for the General Plan Update in 2010.<sup>20</sup> The study identified that a total of 11 species in the Coachella Valley are now listed as threatened or endangered by either the State or federal government. The CVMSHCP has been implemented since 2008 for the Coachella Valley and portions of the surrounding mountains to address sensitive species in the area. An MOU was developed to govern the implementation of this conservation plan. The City is a signatory and participant for the CVMSHCP. The CVMSHCP identifies conservation areas to conserve over 240,000 acres of open space and protect 27 plant and animal species within the eastern portion of Riverside County including the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage. The Modified Project Site is located adjacent to the Santa Rosa and San Jacinto Mountains Conservation Area. The CVMSHCP will be implemented through the collection of fees from development, open space trust funds, and funding from some permittees for infrastructure and development projects. The City collects a CVMSHCP fee for applicable projects and collects the fee at permit issuance.

## Analysis of Modified Project

The City's 2035 General Plan, adopted in 2013, identified that the rocky hillsides of the Santa Rosa Mountains, including lands that occur in the southwestern portion of the City's Planning Area, provide habitat for the Peninsular Bighorn Sheep. Portions of these Planning area lands fall within the CVMSHCP Santa Rosa and San Jacinto Mountains Conservation Area. The Santa Rosa and San Jacinto Mountains Conservation Area covers 272,000 acres located with the Santa Rosa and San Jacinto Mountains National Monument boundaries. The western portion of the CVMSHCP planning area includes the Santa Rosa and San Jacinto Mountains. The CVMSHCP notes that bighorn sheep present in the Santa Rosa Mountains may be indirectly impacted by development at the base of the mountain slopes. While generally intolerant of human activity, bighorn sheep are susceptible to toxic plants associated with landscaping, collision with vehicles, and parasites. Bighorn sheep have been known to abandon hillside habitat as a result of human activities including hiking or other recreational activities.

<sup>20</sup> City of La Quinta, *City of La Quinta General Plan Update: Biological Resources* (June 2010).

Bighorn sheep are a covered species within the CVMSCHP and development within or adjacent to bighorn sheep habitat is subject to a variety of requirements set forth in the CVMSCHP. The Modified Project Site is immediately adjacent to the base of the Santa Rosa Mountains. The 2002 MND identified mitigation measures to protect the bighorn sheep. Mitigation measure 1 and 2 require a mountain toe-of-slope buffer/mitigation concept plan that would include the development of a fence to prevent bighorn sheep access to the Modified Project Site. The plan would protect bighorn sheep and other wildlife from entering the golf course and development areas.

The USFWS and the CDFW provided a notice to the City to express concerns regarding urban-related impacts to the peninsular bighorn sheep in February 28, 2014.<sup>21</sup> Specifically, the letter raised concerns regarding observations of bighorn sheep regularly grazing within several golf resorts including the golf course located within the Specific Plan Area. The bighorn sheep are using these areas to forage and to possibly locate water. Pursuant to the CVMSHCP, when a written notice that bighorn sheep are using artificial sources of water or food in unfenced areas of existing urban development within or near a conservation area, a barrier (i.e. an 8-foot fence or functional equivalent) to sheep access is required to be constructed within two years of the notice. The notice also requires that the City provide the Wildlife Agencies (USFWS and CDFW) with a letter-report of actions taken to notify and work with golf resort owners/managers to plan fence construction. This report is required to include a preliminary map of fence locations, provisions for development, any CEQA analysis that may be required, and a timeline for construction. At a minimum, the City will provide an appropriate barrier as deemed necessary and accepted by the Wildlife Agencies. The City, in conjunction with the USFWS, CDFW, and CVAG, is currently in discussions to prepare this plan.

The Modified Project Site has been graded and partially developed with the Arnold Palmer Golf Course. The development of resort uses on previously graded areas would not have an adverse effect on any sensitive natural community identified in the General Plan, the CVMSHCP, policies, and regulations or by the CDFW or USFWS. The Modified Project will also include design features 6 and 9 identified in the 2035 General Plan to reduce potential impacts to sensitive biological species.

Any future development would be subject to compliance with specific goals and measures set forth in the CVMSHCP. The Modified Project Site is not located directly within the CVMSHCP Conservation Areas, but the Modified Project Site is located adjacent to the Santa Rosa and San Jacinto Mountains

21 Kennon A. Corey and David Elms, U.S. Fish and Wildlife Service and California Department of Fish and Wildlife, *Notification that Peninsular Bighorn Sheep (Ovis Canadensis nelsoni) are using artificial sources of food in unfenced urban areas in the City of La Quinta, Riverside County, California*, letter (February 28, 2014).

Conservation Area. The Modified Project would be required to pay the CVMSHCP/Natural Community Conservation Plan Mitigation Fee as required by design feature 1 identified in the 2035 General Plan.

Consequently, impacts associated with the Modified Project would be similar to those identified in the 2002 MND and 2006 Addendum and would be less than significant with the incorporation of mitigation measures 1 through 10 identified in the 2002 MND and 2006 Addendum, as well as the incorporation of design features 1, 6, and 9 identified in the 2035 General Plan. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

The following design features would be incorporated into the Modified Project:

1. The City shall require payment of Coachella Valley Multiple Species Habitat Conservation Plan mitigation fees prior to issuance of occupancy permits for development projects required to pay such fees.
6. Prior to the issuance of any ground disturbing permit for qualifying projects in a Conservation Area, the City shall require a protocol complaint survey for Burrowing Owl, in compliance with the MSHCP Section 4.4.
9. In compliance with the requirements of the Migratory Bird Treaty Act (MBTA), and the City shall continue to require that for development projects proposing removal of vegetation between March and August, a qualified biologist shall be retained to determine whether any bird nests or young occur on the site, and if they occur, to provide mitigation measures compliant with the MBTA.

### **3.8 ENERGY AND MINERAL RESOURCES**

#### **Thresholds**

- a) **Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**
- b) **Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

#### **Summary of Findings in 2002 MND**

Energy services are provided to the City from the Imperial Irrigation District (IID). The IID would be able to supply electricity to future developments. All buildings planned for the 2002 MND Project were required to conform to Title 24 of the Uniform Building Code, which requires energy efficient envelop construction, equipment and fixtures. Landscaping and irrigation plans were recommended to be

reviewed to ensure implementation of water efficient measures and drought tolerant plants. Furthermore, development of the 2002 MND Project was planned to be consistent with the General Plan. The 2002 MND Project was anticipated to conform to all standard energy efficient building codes, no significant impacts to energy consumption were found to occur.

Non-renewable resources, such as natural gas, petroleum products, petrochemical construction materials, steel, copper and other metals, sand and gravel are considered to be commodities which are available in a finite supply. The processes that created these resources occur over a long period of time. Therefore, the replacement of these resources was not anticipated to occur over the life of the 2002 MND project. To varying degrees, these materials were all readily available and some materials, such as sand and gravel, are abundant. Other commodities, such as metals, natural gas, and petroleum products, were also readily available, but are finite in supply. If not consumed by the 2002 MND Project, these resources were likely to be committed to other projects in the region intended to meet the anticipated growth outlined in the General Plan. Furthermore, the investment of resources in the 2002 MND Project would have been typical of the level of investment normally required for a project of similar scale. Provided that all standard building codes, including energy conservation standards, are followed, no wasteful use of non-renewable resources was anticipated or identified in the 2002 MND.

Most of the developable areas in the City are located in areas with a minimal presence of significant mineral deposits, and no impacts to mineral resources were identified in the 2002 MND for the 2002 MND Project.

The 2002 MND concluded the 2002 MND Project would have less than significant impacts in regards to energy and mineral resources and no mitigation measures were identified.

### **Summary of Findings in 2006 Addendum**

As identified in the 2002 MND, the IID has stated that they would be able to supply electricity to future developments, including the resort and related uses that would be allowed by the Specific Plan. The uses proposed in the Specific Plan were determined to be consistent with the City's General Plan. As all future development permitted by the Specific Plan would conform to standard energy efficient building codes, no significant impacts to energy consumption would occur.

If not consumed by this Specific Plan, non-renewable resources, such as natural gas, petroleum products, petrochemical construction materials, steel, copper and other metals, sand and gravel, would likely be committed to other projects in the region intended to meet the anticipated growth outlined in the General Plan. Furthermore, the investment of resources in the development of the Specific Plan would be typical of the level of investment normally required for a project of similar scale. Provided that

all standard building codes, including energy conservation standards, were followed, no wasteful use of non-renewable resources was anticipated.

Energy and mineral resources impacts associated with the Specific Plan were the same as those identified in the 2002 MND and were determined to be less than significant. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Specific Plan.

## **Existing Conditions**

The City is located within the service boundaries of the IID. There are currently six substations located within the City and the Sphere of Influence. The City's Municipal Code requires that all utilities in new residential districts and subdivisions be underground.<sup>22</sup> As of January 1, 2010, all new construction of residential and non-residential buildings in the City were required to abide by the Energy Efficiency Standards implemented through California Building Code (CBC) Title 24. New homes are required to include at least 50 percent of kitchen lighting to be LED, compact fluorescent or similar high efficiency fixtures, as well as include double pane windows, cool roofs, and other design techniques to reduce heat loss. Non-residential development is also subject to new more efficient requirements for mechanic systems, outdoor lighting, sign lighting and refrigerated warehouses.<sup>23</sup> The California Energy Code (CEC), Part 6, Title 24, California Code of Regulations, was modified and contains additional energy efficient requirements for new construction went into effect July 1, 2014.<sup>24</sup>

The Modified Project Site is located within the MRZ (Mineral Resource Zone)-1, which is defined as areas where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence.<sup>25</sup>

## **Analysis of Modified Project**

The Modified Project would use less energy than the Specific Plan due to the reduction in intensity of uses from 1,160 units allowed in the Specific Plan to 850 units generated by the Modified Project. The Modified Project would comply with the Energy Efficiency Standards set forth in the CBC. Energy

22 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

23 City of La Quinta, *La Quinta 2035 General Plan*, p. II-143 (2013).

24 City of La Quinta, "Building Code" (2014), <http://www.la-quinta.org/your-government/community-development/building-division/building-information/building-codes>.

25 City of La Quinta, *La Quinta 2035 General Plan*, Energy and Mineral Resources, Mineral Resource Zone Map, Exhibit III-1 (2013).

efficiency standards for development have increased since the 2002 MND and 2006 Addendum to the 2002 MND, and the Modified Project would incorporate the latest CBC standards.

Since the Modified Project is located in the central portion of the City in areas designated MRZ-1, implementation of the Modified Project would not result in the loss of availability of a locally-important mineral resource considered valuable in the region and state. Implementation of the Modified Project would not result in the loss of availability of a mineral resource recovery sites delineated on a local general plan, specific plan, or other land use plan.

Energy impacts would be similar to impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant. Mineral resources impacts associated with the Modified Project would be the same as those identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

### **3.9 HAZARDS AND HAZARDOUS MATERIALS**

#### **Thresholds**

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?**
- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**
- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**
- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code, Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**
- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project site?**
- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project site?**

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**
- h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

## **Summary of Findings in 2002 MND**

A Phase I Environmental Site Assessment (ESA) was prepared for the entire 2002 MND Project Site to determine if any on- or off- site locations presented any specific hazard related impacts to the planned development of the 2002 MND Project Site.<sup>26</sup> No contamination of off-site locations was identified that could impact the 2002 MND Project Site. The abandoned single-family residence located on the site was investigated. It was determined that asbestos was present in some of the building materials. With the proper demolition techniques, no impacts were anticipated to result from demolition.<sup>27</sup> The 2002 MND determined that impacts were less than significant with the incorporation of mitigation measure 1.

Very low concentrations of benzene, toluene, and lead were detected at the former location of two underground storage tanks. However, as these concentrations were very low and the underground tanks were removed and closed by the appropriate regulatory agency at that time, no further study or investigation was warranted.<sup>28</sup> Impacts associated with hazards were determined to be less than significant.

The 2002 MND Project included the proposed development of golf courses, a hotel, timeshare units, and associated commercial uses. None of the planned uses posed a substantial risk of release of hazardous materials. Furthermore, the planned uses did not pose any health hazard or potential health hazard to onsite visitors or nearby adjacent residences. Impacts associated with hazards were assessed to be less than significant.

The 2002 MND Project was not anticipated to interfere with any adopted emergency response or evacuation plans, as the 2002 MND Project would not obstruct the existing or planned circulation network. Impacts associated with hazards were determined to be less than significant.

26 Note: The Phase I site investigation was prepared for the entire site through two separate reports. One for the portion of the site north of the Coachella Canal, while the second report was prepared on the portion of the site south of the Coachella Canal. Both reports were prepared in February 2001.

27 Ninyo & Moore Geotechnical and Environmental Sciences Corporation, *Environmental Site Assessment South Ranch Property* (February 2001).

28 Ninyo & Moore Geotechnical and Environmental Sciences Corporation, *Environmental Site Assessment North Ranch Property*, February 2001.

### ***Mitigation Measures Identified for 2002 MND***

1. Prior to the demolition or renovation of the on-site family residence, asbestos-containing materials (ACM) shall be removed in accordance with current regulatory guidelines.

### **Summary of Findings in 2006 Addendum**

The 2006 Addendum identified that the Specific Plan would permit the development of golf courses, hotel and casita units, and associated commercial uses. These types of uses were previously analyzed in the 2002 MND. None of these planned uses would pose a substantial risk of release of hazardous materials. Furthermore, the planned uses would not pose any health hazard or potential health hazard to visitors or nearby residences.

The existing structures present on the site at the time the 2002 MND was prepared, including the abandoned single-family residence and related agricultural buildings, have been demolished. Hazards and hazardous material impacts associated with the Specific Plan were the same as those identified in the 2002 MND and were determined to be less than significant. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Specific Plan.

### **Existing Conditions**

The City is an urbanized area located within the Coachella Valley and the potential for exposure to hazards and hazardous materials is prevalent in urbanized regions.<sup>29</sup> In order to coordinate efforts relating to hazardous materials management, the County has developed a Hazardous Waste Management Plan (HWMP), which addresses the proper disposal, processing, handling, storage and treatment of hazardous materials. The City has also adopted the HWMP and implements it at the local level.<sup>30</sup>

The City's Emergency Services Division is responsible for the community's preparedness and response to natural and manmade disasters and emergencies. The City has prepared the Emergency Operations Plan to plan and prepare for emergencies. La Quinta has also established Code Red, which is an ultra-high-speed telephone communication service that provides emergency notifications to local residents during emergencies. The City is also involved in the Community Emergency Response Team (CERT) program, which educates volunteers in the community about disaster preparedness and trains them in basic

29 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

30 City of La Quinta, *La Quinta 2035 General Plan* (2013).



disaster response skills. The CERT group is organized to support the City of La Quinta during emergencies or disasters.

Hazardous materials are highly regulated by various government agencies, such as the California Department of Transportation (Caltrans), the California Highway Patrol (CHP), and the US Department of Transportation, and cleanup and containment of these accidents is monitored by these same agencies. Emergency evacuation and response plans, such as Code Red, are already developed in the City to provide automated notification to residents during an emergency, including hazardous waste spills.<sup>31</sup>

The recently certified General Plan EIR discussed that fire hazards exist where wildland areas are adjacent to or are intermixed with urbanized areas. Many of these wildland areas include rugged topography with highly flammable vegetation.<sup>32</sup> The City is situated at the base of the Santa Rosa Mountains; however, these areas are considered low wildfire zones. The open space and wilderness areas on the western portion of the City are made up primarily of granitic rock and sparse desert vegetation. Therefore, there is limited vegetation to burn that could cause a major wildfire. The flat urbanized areas of the City are considered very low wildfire areas.

## **Analysis of Modified Project**

The only existing development on the Modified Project Site includes the Ahmanson House, acting as the existing temporary Clubhouse, and the Arnold Palmer Classic Golf Course. Since the preparation of the 2006 Addendum, the one-site single family residence, known as the Ahmanson House, was renovated. The previously identified single family residence on-site in 2006 has since been demolished and removed from the site. Therefore, mitigation measure 1 is not required as there are no structures with the potential for asbestos. None of the planned uses would pose a substantial risk of release of hazardous materials. Furthermore, the planned uses would not pose any health hazard or potential health hazard to visitors and nearby residences.

The Modified Project is located within approximately one mile of two underground storage tanks (UST), one at the Oak Tree West property and the other at the Landmark Lease site. The Oak Tree West property is included on the leaking underground storage tank (LUST) list and the Landmark Lease site is included on the historical UST list. However, records show that the Oak Tree West site was satisfactorily remediated and the site is listed as case closed. The Landmark Lease site has no reported violations. The underground tanks were removed and closed by the appropriate regulatory agency at that time, no

31 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

32 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

further study or investigation was warranted.<sup>33</sup> A prior Phase I was prepared for the site and indicated a minor concern related to the presence of residual pesticides and herbicides related to previous agricultural uses of the property. Recommendations in the report required a dilution of the upper surface soil. Based on the 2014 Phase I, adequate blending and dilution of the residual pesticide and herbicide has occurred of the site.

The Modified Project is not located within the vicinity of a public use airport or a private airstrip. The nearest public use airport is the Bermuda Dunes Airport, located approximately 7 miles from the Modified Project Site. Jacqueline Cochran Regional Airport, a County-owned public use airport, located approximately 10 miles from the Modified Project site.

The City currently contracts with Riverside County Fire Department (RCFD) for emergency services, and the City's Emergency Services Division is responsible for preparing the community for natural and man-made disasters and emergencies. The 2035 General Plan will facilitate new development, and therefore will increase population throughout the City's limits. Any increase in population has the potential to affect emergency response plans and emergency evacuation plans. However, the Modified Project will not induce population growth.

The Modified Project is not anticipated to interfere with any adopted emergency response or evacuation plans, since the Modified Project would not obstruct the existing or planned circulation network. The Modified Project Site is located within a low wildfire zone and as such, wildland fire impacts would be less than significant.<sup>34</sup>

Hazard and hazardous waste impacts associated with the Modified Project would be similar to those identified in the 2002 MND and the 2006 Addendum to the 2002 MND and impacts would be less than significant. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

### **3.10 NOISE**

#### **Thresholds**

- a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

33 Sladden Engineering, *Phase 1 Environmental Site Assessment, SilverRock Resort Property, SWC Avenue 52 and Jefferson Street, La Quinta, California (July 15, 2014)*.

34 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan, Section III (2013)*, p. III-97.

- b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?**
- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?**
- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?**
- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project site to excessive noise levels?**
- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project site to excessive noise levels?**

## **Summary of Findings in 2002 MND**

### ***Construction***

The 2002 MND identified that development of the 2002 MND Project Site would result in the generation of noise during construction. The 2002 MND further determined that construction noise would occur throughout site development with a majority of noise intensive activities occurring at the beginning of the 2002 MND Project when the site was cleared and graded. Noise intensive activities typically involve the use of heavy equipment, including scrapers, loaders, tractors, and concrete mixers. Trucks would be used during construction to deliver equipment and building materials, as well as haul away waste materials. Additionally, the 2002 MND noted that smaller equipment, including jack hammers, saws, pneumatic tools, and hammers, would also be used during construction. This equipment would generate steady state and episodic noise that would be heard on- and off-site. The noise generated during the construction phase would typically affect the occupants of nearby residences; however, the majority of development would take place at the interior of the site with activities for a planned golf course along the exterior of the site.

At the time of the 2002 MND, the existing surrounding uses included a residential subdivision north of the site and the PGA West golf course residential community south of the site. These residences would only be subject to golf course construction noise, as opposed to heavy infrastructure and structural construction. Additionally, the 2002 MND noted that a solid masonry wall shielded the residential subdivision north of the site and would substantially reduce temporary, short-term construction noise

levels at the existing residences. The 2002 MND noted that construction activity would be short-term and would not introduce adjacent uses to excessive noise levels. The 2002 MND identified that with the incorporation of mitigation measures 1, 2 and 3, impacts associated with construction noise would be reduced to less than significant.

### ***Operation***

The 2002 MND identified that a citywide roadway noise analysis was completed for the 2002 General Plan EIR. Noise monitoring was conducted at the intersection of Avenue 52 and Jefferson Street adjacent to the 2002 MND Project Site. The community noise equivalent level (CNEL) was 64.7 A-weighted decibels (dBA), measured 100 feet from the centerline. Noise levels were modeled based on roadway volumes to calculate noise contours for existing conditions and future build out on roadways adjacent to the 2002 MND Project Site. At that time, the projected future noise level along Jefferson Street, south of Avenue 48, was 65 dBA 84 feet from the centerline. The analysis identified that the future build out roadway noise levels were calculated along the same segments. The future build out noise environment along this roadway segment was identical to the existing conditions. The planned golf courses would effectively buffer the proposed resort uses from roadway noise levels from Jefferson Street and Avenue 52. These noise sensitive uses would be located well outside the 65 dBA noise contours projected for these roadways.

The 2002 MND identified surrounding uses, which included a residential subdivision to the north, vacant land to the east, PGA west golf course and residential community to the south, and the mountains to the west. These adjacent uses would not generate severe noise levels. The proposed golf courses were planned to be developed on the 2002 MND Project edges and would serve as a buffer from adjacent noise sources. Additionally, the golf course would also attenuate noise levels from the use proposed at the interior of the 2002 MND Project Site to uses off-site. Therefore, the 2002 MND found that the 2002 MND Project would not introduce land uses that would generate excessive noise levels or expose people to severe noise levels as a result of the 2002 MND Project.

The 2002 MND determined that design for the 2002 MND Project was consistent with the General Plan. Uses that would generate any noticeable noises would be located in the interior of the 2002 MND Project Site. The 2002 MND Project development would incorporate modern noise attenuation for planned structures within the 2002 MND Project Site. Mitigation measures 4 and 5, impacts related to operational roadway noise were determined to be less than significant.

### ***Mitigation Measures Identified for 2002 MND***

1. Between May 1 and September 30, all construction activities on the Project Site shall only occur between the hours of 6:00 AM and 7:00 PM Monday through Friday, and from 8:00 AM to 5:00 PM on Saturday, and shall be prohibited on Sundays and public holidays. Between October 1 and April 30, all construction activity on the Project Site shall only occur between the hours of 7:00 AM and 5:30 PM Monday through Friday, and from 8:00 AM to 5:00 PM on Saturday, and shall be prohibited on Sundays and public holidays. All operational activities of the SRR SP shall also be subject to the Noise Ordinance of the City as well.
2. All construction equipment operating in the planning area shall be fitted with well-maintained functional mufflers to limit noise emissions.
3. To the greatest extent feasible, earth moving and hauling routes shall be located away from existing residences.
4. The design, selection, and placement of the mechanical equipment for various buildings shall include consideration of the potential noise impact they may have on uses within the development site.
5. Silencers and/or barriers shall be provided where necessary at outdoor equipment, such as cooling towers, air cooled condensers and refrigeration compressors/condenser units, and at the air intake and discharge openings for building ventilation systems.

### **Summary of Findings in 2006 Addendum**

#### ***Construction***

The 2006 Addendum determined that construction noise would occur throughout the period required to fully develop the uses permitted by the Specific Plan. The 2006 Addendum identified that noise intensive construction activities would include grading, as well as construction of internal roadways and related sewer, water and other utility improvements. These construction activities typically involve the use of heavy equipment, including scrapers, tractors, loaders, and concrete mixers, similar to the 2002 MND.

The 2006 Addendum identified surrounding uses, which included residential and golf course communities to the north, east, and south of the Specific Plan Area. The majority of building construction for the resort and retail village uses would take place in the interior of the site, since the two planned golf courses would be located on the exterior portions of the site. The Hideaway residential and golf club community located east of the Specific Plan is bordered by a large landscaped earthen

berm, and the Citrus residential and golf community located to the north of the 2006 Addendum Project Site is shielded from the Specific Plan Area by a solid masonry wall. The PGA West community located to the south of the 2006 Addendum Project Site also has landscape areas and walls that serve as buffers for the community. The 2006 Addendum further discussed the substantial distances between the locations where building construction would take place along with the existing walls and berms that act as noise barriers for these surrounding residential uses would substantially reduce construction noise levels at these surrounding uses. Additionally, the 2006 Addendum incorporated mitigation measures 1, 2, and 3 identified in the 2002 MND to reduce noise from construction to a less than significant level. No new information, changed circumstances, or more severe impacts were identified for the Specific Plan.

### ***Operation***

The 2006 Addendum identified surrounding uses that included residential and golf course communities to the north, east and south of the SilverRock Specific Plan Area. The 2006 Addendum incorporated information from the citywide roadway noise analysis completed as part of the City's 2002 General Plan EIR. The 2006 Addendum also found that the planned golf courses would buffer the proposed resort uses from roadway noise levels along Jefferson Street and Avenue 52. The 2006 Addendum further noted that noise sensitive uses would be located outside the 65 dBA noise contours that were projected for these roadways in the General Plan citywide noise analysis.

The 2006 Addendum determined that the Specific Plan would increase the amount of vehicle trips generated when compared to the 2002 MND. The estimated number of trips generated by the Specific Plan would be well below the projections for the Specific Plan Area in the General Plan and analyzed in the EIR. Similar to the 2002 MND, the 2006 Addendum found that the Specific Plan would not introduce land uses that would result in a substantial permanent increase in ambient noise levels in the 2006 Addendum Project vicinity.

The majority of building construction for the resort and retail village uses would take place in the interior of the site, since the two planned golf courses are located on the exterior portions of the site. The 2006 Addendum also found that the Specific Plan would not expose people to excessive noise levels, since the Specific Plan would not introduce land uses that would generate severe noise levels. The 2006 Addendum identified that impacts associated with the Specific Plan would be the same as those that were previously analyzed in the 2002 MND. The 2006 Addendum determined that operational noise impacts were less than significant with the incorporation of mitigation measures 4 and 5 identified in the 2002 MND. No new information, changed circumstances, or more severe impacts were identified for the Specific Plan.

## Existing Conditions

### **Construction**

The La Quinta Municipal Code has established day and time restrictions on construction activities. La Quinta Municipal Code Section 6.08.50 provides limits on construction activity during the day and is as follows:<sup>35</sup>

*“Between May 1 and September 30, all construction activities shall only occur between the hours of 6:00 AM and 7:00 PM Monday through Friday, and from 8:00 AM to 5:00 PM on Saturday, and shall be prohibited on Sundays and public holidays. Between October 1 and April 30, all construction activity shall only occur between the hours of 7:00 AM and 5:30 PM Monday through Friday, and from 8:00 AM to 5:00 PM on Saturday, and shall be prohibited on Sundays and public holidays.”*

### **Operation**

The Modified Project Site includes an existing golf course and the Ahmanson House, which is currently used as a Clubhouse for the Arnold Palmer Classic Golf Course. There are no sensitive uses located on-site.

Existing noise levels along Jefferson Street are 66.0 dBA CNEL 100 feet from the centerline. The nearest sensitive uses are residential uses at the Hideaway and PGA West. Noise levels along Avenue 52 west of Jefferson Street are 65.9 dBA CNEL. The nearest sensitive use along Avenue 52 west of Jefferson Street is residential use at The Citrus.

Noise standards in the City allow sensitive land uses to experience a maximum noise level of 65 dbA CNEL in outdoor living areas (patios, balconies and rear yards). The noise contours provided in the General Plan Update Noise Element Technical Report are based upon soft site conditions, and do not account for noise barriers, topography, or final roadway grades that may affect ambient noise levels.<sup>36</sup>

35 *La Quinta Municipal Code*, sec. 6.08.050, Disturbances by Construction Noises.

36 City of La Quinta, *City of La Quinta General Plan Update Noise Element Technical Report*, (June 2013) 41.

## **Analysis of Modified Project**

### ***Construction***

The City's 2035 General Plan EIR determined that noise levels from heavy equipment can range from approximately 68 dBA to 100 dBA at a distance of 50 feet. Noise levels diminish rapidly with a double of distance from the noise source at a rate of approximately 6 dBA per doubling distance from the construction site.<sup>37</sup> Noise intensive construction activities would include grading, as well as construction of internal roadways and related sewer, water and other utility improvements. These construction activities typically involve the use of heavy equipment, including scrapers, tractors, loaders, and concrete mixers. Construction of buildings within the planning areas would involve less heavy equipment, but would still generate noise from the use of smaller equipment, including jackhammers, pneumatic tools, saws, and hammers. This equipment would generate both steady state and episodic noise that would be heard both on- and off-site.

The Modified Project would comply with the standards set forth by the La Quinta Municipal Code which is also identified in mitigation measure 1. Furthermore, the surrounding uses, including the Hideaway golf club and residential community, the Citrus golf course and residential community, and the PGA West golf resort and residential community, have masonry walls which act as noise barriers and would reduce temporary noise during construction.

Construction-related noise impacts would be similar to the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and with the incorporation of mitigation measures 1, 2, and 3. Impacts would be less than significant and no new information, changed circumstances, or more severe impacts were identified for the Modified Project.

### ***Operation***

Primary sources of noise throughout the City are caused primarily by motor vehicle traffic on City streets, particularly major roadways.<sup>38</sup> Other noise generators in the City include those associated with commercial uses, including mechanical equipment, such as fans, motors, and compressors.

Motor vehicle traffic is the largest noise generator throughout the City. Existing ambient 10 minute noise levels 100 feet west of Jefferson Street between Avenue 52 and Avenue 54 are 66.7 dBA with the calculated ambient CNEL of 71.0 dBA. The noise levels did not take the barriers surrounding the nearby

37 City of La Quinta, *City of La Quinta General Plan Update Noise Element Technical Report*, (June 2013) 54.

38 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).



residential uses into account, so noise levels could be lower than projected. Effective noise attenuation barriers can reduce noise levels by 10 to 15 decibels.<sup>39</sup>

The 2035 General Plan projected noise levels on streets adjacent to the Modified Project Site for 2035. The 65 dBA CNEL noise contour along Jefferson Street between Avenue 52 and Avenue 53 would be 239 feet from the centerline. The CNEL noise level 100 feet from the centerline would be 70.7 dBA. The 65 dBA CNEL noise contour along Avenue 52 west of Jefferson Street would be 220 feet from the centerline. The CNEL noise level 100 feet from the centerline would be 70.1 dBA. It should be noted that the 2035 General Plan has incorporated the trips generated by the Specific Plan into account in its projected 2035 build out conditions. As discussed in **Section 3.6, Transportation/Circulation**, the Proposed Amendments would reduce the number of vehicle trips by 4,338 generated when compared to the 2006 Addendum. It should also be noted that the trip generation along adjacent roadways was included in the General Plan Update (as discussed in **Section 3.6**). The Modified Project would reconfigure the proposed uses when compared to the Specific Plan. However, the vehicles entering and exiting the site would follow similar trip distribution patterns as those identified for the 2006 Addendum Project. Noise levels from vehicles would remain similar, albeit slightly reduced, as those noise levels identified in the 2006 Addendum Project.

On-site sensitive uses include the hotel and resort residential units. These uses would be located approximately 725 feet from the centerline of Jefferson and approximately 825 feet from Avenue 52. The distance from the centerline between the golf courses surrounding the edges of the site and the sensitive on-site uses would reduce noise levels below 65 dBA CNEL.

As discussed previously, the City's Municipal Code establishes base ambient noise level limits for noise sensitive and other non-residential uses based on time of day. The Modified Project would include a civic park/entertainment area be designed to accommodate outdoor functions and events. However, the Modified Project would comply with the City's Municipal Code. The Modified Project would adhere to the standards set forth by the Municipal Code and the General Plan Update, and result in a less than significant impact.

The nearest public use airport is Bermuda Dunes Airport, located approximately 7 miles from the Modified Project Site. The next closest airport is the Jacqueline Cochran Regional Airport, a County-owned public use airport, located approximately 10 miles from the Modified Project site. The Modified Project is not located within 2 miles of a public airport or public use airport, and the Modified Project is not located within the vicinity of a private airstrip.

39 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan (2013)*.

The impacts of the Modified Project would be consistent with the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and with the incorporation of mitigation measures 4 and 5 identified in the 2002 MND. Operational noise impacts would be less than significant and no new information, changed circumstances, or more severe impacts were identified for the Modified Project.

### **3.11 PUBLIC SERVICES**

#### **Thresholds**

a) **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:**

- **Fire Protection?**
- **Police Protection?**
- **Schools?**
- **Libraries?**

#### **Summary of Findings in 2002 MND**

##### ***Fire Protection***

The certified EIR for the 2002 General Plan analyzed fire service and the potential demand on fire service through build out of the General Plan area. Fire service was, and is provided to the City by the Riverside County Fire Department (RCFD). Each individual project is subject to review by the RCFD to ensure that adequate fire services would be provided to the project at the time of development. Therefore, with the implementation of the mitigation measure 1, impacts to fire service were assessed to be less than significant.

##### ***Police Protection***

The certified EIR for the 2002 General Plan analyzed police protection and the potential demand on police protection through build out of the General Plan area. Police protection was, and is, provided to the City by the Riverside County Sheriff's Department (RCSD). As development throughout the planning area continues, the demand on sheriff services in the City would continue to increase. Eventually,

without increased staffing and equipment, the police protection provided by the RCSD would no longer be adequate. However, with the implementation of mitigation measure 2, impacts to police protection were anticipated to be less than significant.

### ***Schools***

Two public school districts serve the City, which are the Desert Sands Unified School District (DSUSD) and the Coachella Valley Unified School District (CVUSD). Since the 2002 MND Project would introduce seasonal residents, no additional students would have been added to the DSUSD. Although the payment of applicable school fees would be required, no significant impacts to schools were anticipated to occur.

### ***Libraries***

The La Quinta Public Library is a branch of the Riverside County Library System. The 2002 MND Project would not introduce any permanent residents. Consequently, no additional demand on public library services was identified as library services are typically used by permanent residents. Any applicable developer fees would have been paid prior to the issuance of building permits. No significant library service impacts were anticipated to occur.

### **Mitigation Measures Identified for 2002 MND**

1. The Riverside County Fire Department, in its review of new development proposals, shall evaluate project plans and the Department's ability to provide proper fire protection. This review shall include, but shall not be limited to, internal circulation, project directories, street names, and numbering systems. New developments shall comply with all City and Fire Department standards.
2. The Riverside County Sheriff's Department shall review new development proposals in order to evaluate project plans and the Department's ability to provide adequate police protection. This review should include, but not be limited to internal circulation, project directories, street names, and numbering systems. New developments shall comply with all established City and Sheriff standards.

### **Summary of Findings in 2006 Addendum**

#### ***Fire Protection***

The 2006 Addendum identified that the average response time for the City's station as being approximately 5 minutes. As development continues throughout the City and its Sphere of Influence, increased demand would be placed on the existing fire services. Individual development projects are

reviewed by the RCFD to ensure that adequate fire services would be provided to the project at the time of development.

The paramedic service provider for the City of La Quinta is American Medical Response (AMR). AMR works in conjunction with local fire departments, police departments, and other public agencies to provide paramedic services. The 2006 Addendum determined that impacts from development of the uses allowed by the Specific Plan were the same as those identified in the 2002 MND and were less than significant. Mitigation measure 1 was also identified in the 2006 Addendum to the 2002 MND to reduce potential impacts on RCFD to a less than significant impact. No new information, changed circumstances, or more severe impacts were identified for the Specific Plan.

### ***Police Protection***

In 2006, the RCSD maintained an average response time of 5 minutes with 3 sheriff units assigned to the City of La Quinta, each with 1 or 2 deputies depending on the time of day. As additional development occurs in the City, the demand on sheriff services in the City would continue to increase and additional resources would be provided to meet the increased demand. Mitigation measure 2 was also identified in the 2006 Addendum to the 2002 MND to reduce potential impacts on RCSD to a less than significant impact. No new information, changed circumstances, or more severe impacts were identified for the Specific Plan.

### ***Schools***

The timeshare or hotel/condominium units that may be developed pursuant to this 2006 Addendum Project are not likely to be used as permanent and primary residences based on market information, however, historical use patterns for such units indicates that these units would be occupied on a seasonal basis, as is typical for homes in resort communities in the Coachella Valley. Since the Specific plan would permit hotel, timeshare, hotel/condominium and resort casitas units that would introduce seasonal residents, no additional students would be added to the DSUSD. Although the payment of applicable school fees would be required, no significant impacts to schools would occur. As a result, the impacts of the uses allowed by the Specific Plan were determined to be consistent with the impacts analyzed in the 2002 MND.

### ***Libraries***

The La Quinta Public Library was renovated and expanded since the 2002 MND was adopted. The timeshare or hotel/condominium units that may be developed pursuant to this 2006 Addendum Project are not likely to be used as permanent and primary residences based on market information, historical

use patterns for such units, and based on City requirements. As a result, the impacts of the uses allowed by the Specific Plan were determined to be consistent with the impacts analyzed in the 2002 MND.

## **Existing Conditions**

### ***Fire Protection***

Fire protection for the City is provided through a contract with the RCFD. The two closest City-owned fire stations located within the City are staffed with both full-time paid and volunteer firefighters. Fire Station Number 32 is located at 78-111 Avenue 52 and is equipped with both primary and reserve fire engines, along with volunteer squad and rescue vehicles. Fire Station Number 70 is located at 54001 Madison Street and is equipped with a primary engine, a brush fire engine, and a volunteer squad vehicle. Currently, average RCFD response times are between 5 and 7 minutes.

### ***Police Protection***

The City contracts with the RCSD for police staffing. The 2010-2011 City contract provided for 51 sworn officers and 5 community service officers. There RCSD facilities are located within the City. One station is located at 51-351 Avenida Bermudas and a business district office is located as 79-440 Corporate Center Drive.

The RCSD maintains a staffing level of one staff per 1,000 population; however, the City does not maintain a staffing ratio and staffing is based on the safety needs of the community and the available resources to provide for safety needs. The City's 2010 full occupancy population of 59,427 would place the current level of police staffing at 1.06 staff per 1,000 population.<sup>40</sup>

### ***Schools***

As mentioned previously, there are two public school districts, DSUSD and CVUSD that offer public education to students in kindergarten through twelfth grade. DSUSD serves students living west of Jefferson Street and north of Avenue 48. CVUSD serves students east of Jefferson Street and south of Avenue 48.

<sup>40</sup> City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan*, Public Services & Utilities, Law Enforcement, Existing Conditions (2013), III-178.

## ***Libraries***

The La Quinta Library, a city-owned library facility, is located at 78-275 Calle Tampico and operated by the County. The City's 2035 General Plan determined that existing library facilities are sufficient to serve the current population.

## **Analysis of Modified Project**

### ***Fire Protection***

Individual development projects are reviewed by the RCFD to ensure that adequate fire services would be provided to the Project at the time of development. With the implementation of mitigation measure 1 identified in the 2002 MND, impacts would be reduced to less than significant. Impacts of the Proposed Agreements would be consistent with the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant. The Modified Project will pay the applicable fire protection Development Impact Fees as identified in the Development Agreement. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

### ***Police Protection***

Individual development projects are reviewed by the RCSD to ensure that adequate police services would be provided to the project at the time of development. Implementation of mitigation measure 2 identified in the 2002 MND would reduce potential RCSD impacts to less than significant. Impacts of the Proposed Agreements would be consistent with the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

### ***Schools***

The Proposed Agreements would generate seasonal population growth and would incrementally introduce a small number of seasonal residents similar to those identified in the growth projections identified in the City's 2035 General Plan. Although the payment of applicable school fees would be required, no significant impacts to schools would occur. Impacts of the Proposed Agreements would be consistent with the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

## ***Libraries***

The Proposed Agreements would not introduce any permanent residents or result in permanent population growth and would place a minimal demand on public library services. Impacts of the Proposed Agreements would be consistent with the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant. The Modified Project will pay the applicable library development impact fee as identified in the Development Agreement. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

### **3.12 UTILITIES AND SERVICE SYSTEMS**

#### **Thresholds**

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?**
- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**
- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**
- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?**
- e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**
- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?**
- g) Comply with federal, State, and local statutes and regulations related to solid waste?**

## **Summary of Findings in 2002 MND**

### ***Energy***

Energy services are provided to the City from IID. The Southern California Gas Company provides natural gas service to the City. As identified in the City's General Plan, the IID will be able to provide electrical service to the 2002 MND Project Site. Please refer back to **Section 3.8, Energy and Mineral Resources** for more discussion on energy service. Mitigation measures 1 and 2 would minimize the 2002 MND Project's impact on electrical and natural gas services.

### ***Wastewater Services***

The CVWD is responsible for wastewater treatment in the City of La Quinta. The City requires that all new development finance its share of public utilities infrastructure and improvements required to properly service the proposed development. With implementation of the mitigation measure 3 and 6 identified in the 2002 MND, impacts were anticipated to be less than significant with regards to wastewater service. Furthermore, the 2002 MND identified mitigation measure 7 to remove all septic tanks on site in accordance with Federal, State, and local regulations.

### ***Storm Drain Infrastructure***

The CVWD is the regional authority responsible for the management of storm waters within the Coachella Valley, while the City is responsible for storm water management within the City boundaries. Although never officially adopted, the City has prepared a storm water management plan that has been used to direct future management plans and policies. The City's network of storm water drainage pipes range in size from 18 to 60 inches in diameter. With the implementation of the mitigation measure 3 identified in the 2002 MND, impacts related drainage would have been reduced to a less than significant level.

### ***Water Services***

The main source of potable water provided to the City is from an underground aquifer beneath the valley. Irrigation water is supplied from this same aquifer and from the Colorado River via the Coachella Canal, and is consumed generally in the area from Indio and La Quinta south to the Salton Sea. According to the CVWD, there was ample water supply to serve the 2002 MND Project without substantially or adversely changing the quantity, quality, or flow of groundwater resources. It was determined that potable water could have been provided to the 2002 MND Project site by the CVWD through the existing 12-inch water main located in Jefferson Street and 18-inch lines in Avenue 52.



It was also recommended that when possible, non-potable water supplies would be utilized for construction purposes. This reduces the overall demand for potable water. During the construction phases of development, non-potable water would be used to suppress dust generated by earthmoving activities, the operation of vehicles on dirt surfaces, and exposed dirt surfaces. It was recommended that this water would be obtained from the Coachella Canal. Water for irrigation of the golf course and landscape setbacks (the vast majority of water demand by the 2002 MND Project) was to be obtained from the Coachella Canal. In a continued effort to reduce the total amount of water either used or wasted, specific water conservation measures for landscaping, irrigation, and plumbing controls were recommended as conditions on the connection of the 2002 MND Project to CVWD facilities. In addition to these CVWD conditions, other measures were recommended to mitigate potential impacts to a less than significant level. The 2002 MND concluded that the 2002 MND Project would have no impacts in regards to substantial reduction in the amount of groundwater otherwise available for public water supplies.

### ***Solid Waste***

The City and the County had a contract with Waste Management of the Desert for the collection and transport of solid waste to landfill sites. At the time of the 2002 MND Project, Waste Management Services of the Desert transported solid waste generated in the City to the Edom Hill Landfill in the City of Indio. The Edom Hill Landfill was permitted to accept up to 2,651 tons per day, with a remaining capacity of approximately 1.5 million cubic yards. The Edom Hill Landfill site had an expected closure date of January 1, 2020.<sup>41</sup> At the time of the 2002 MND Project, the City achieved a 54 percent waste diversion rate.<sup>42</sup> It should be noted that since the 2002 MND Project was prepared, additional landfill sites have been identified as available to accept solid waste from the City. Specifically, Azusa Land Reclamation Co, Lamb Canyon Disposal Site, and the Spadra Sanitary Landfill were all available for waste disposal from the 2002 MND Project Site.<sup>43</sup> With the development of the proposed uses, total solid waste generated from the City was expected to increase; however, given that additional landfill sites were available for solid waste acceptance, and with continued waste diversion programs, solid waste impacts associated with the 2002 MND Project were anticipated to be less than significant. With the incorporation of mitigation measure 4 and 5, impacts would be less than significant. Additionally, the 2002 MND Project identified that the primary method of extending the life of the landfill sites was effective waste diversion and recycling techniques.

41 California Integrated Waste Management Website (February 2002), <http://www.ciwmb.ca.gov/>.

42 Most recent board approved data, 1998 California Integrated Waste Management Website (February 2002), <http://www.ciwmb.ca.gov/>.

43 California Integrated Waste Management Website (February 2002), <http://www.ciwmb.ca.gov/>.

### ***Mitigation Measures Identified for 2002 MND***

1. The most efficient furnaces, water heaters, pool heaters and other equipment that use natural gas shall be used in project construction. The use of kitchen appliances that use natural gas and alternative, renewable energy sources, including solar and wind turbine technologies shall also be used to the greatest extent feasible.
2. Title 24 of the California Administrative Code, which addresses energy conservation in all proposed uses, shall be strictly enforced in project design and construction.
3. All planned uses shall be connected to the city-wide sewer system.
4. A recycling program shall be developed for all proposed uses. Recycling provisions for commercial and business establishments should include separate recycling bins. Items to be recycled at commercial establishments may include white paper, computer legal paper, cardboard, and glass and aluminum cans.
5. Professional landscaping services from companies which compost green waste shall be utilized.
6. The Project's fair share of public utilities, infrastructure and improvements required to properly service the proposed uses shall be determined through consultation with the City Department of Public Works in the Development Agreement and paid prior to the issuance of grading permits.
7. Any existing or historic septic systems located on the site shall be abandoned in accordance with federal, state, and local laws and regulations prior to the issuance of building permits.

### **Summary of Findings in 2006 Addendum**

#### ***Wastewater Services***

As identified in the 2006 Addendum Project, the CVWD maintains a network of sewer trunk lines throughout the City ranging in size from 4 to 24 inches in diameter. An 18-inch main line is located adjacent to the Specific Plan Area in the Jefferson Street right-of-way. Wastewater is transported to one of two treatment facilities operated by the CVWD. One facility, located at Madison Street and Avenue 38, treated approximately 2 million gallons per day, while the second facility, the Mid-Valley Reclamation Plant located on Avenue 63, treated approximately 4 million gallons per day. These facilities were identified to have the capacity to treat approximately 2.5 million and 5.8 million gallons per day, respectively. The Mid-Valley Reclamation Plant would treat wastewater generated from the Specific Plan Area. The 2006 Addendum referenced the 2002 General Plan EIR which stated that states

the capacity of the Mid-Valley Reclamation Plant was approximately 1.8 million gallons per day, and that the plant was expected to receive a 20 percent increase in capacity over the next year, with adequate capacity to serve the Specific Plan.<sup>44</sup> The 2006 Addendum Project would also need to have adequate transmission capacity to deliver wastewater to the Mid-Valley Reclamation Plant. The City requires that all new development finance its share of public utilities infrastructure and improvements required to properly service the proposed development. With implementation of the mitigation measure 6 identified in the 2002 MND, impacts were less than significant with regards to wastewater service.

The City entered into a Domestic Water and Sanitation System Installation and Irrigation Service Agreement (Water Agreement) with the CVWD for the Specific Plan Area. This Water Agreement requires that several local improvements be made to the water delivery system to provide service to the Specific Plan Area. Proposed sewer improvements to be made as part of the Specific Plan included construction of a 12 inch sewer main in SilverRock Way from the existing Ahmanson House to Avenue 54, a 27 inch sewer main to run west in SilverRock Way to Jefferson Street in the Jefferson Street Access Road, and a 27 inch sewer main to connect to the 12 inch sewer main in SilverRock Way to an existing pump station. Furthermore, the Water Agreement called for Best Management Practices (BMPs) to be incorporated into the infrastructure improvement designs and construction in order to avoid potentially adverse impacts due to the construction of these improvements. These improvements will all be constructed in new or existing streets and no significant impacts will result for this reason.

### ***Storm Drain Infrastructure***

The City's network of storm water drainage pipes range in size from 18 to 60 inches in diameter. The 2006 Addendum Project would be required to minimize impacts on the City's local network of storm drain pipes. With the implementation of the mitigation measure 3 identified in the 2002 MND, impacts related drainage would have been reduced to a less than significant level.

### ***Water Services***

As previously discussed in the Water Agreement, proposed water infrastructure improvements to be made as part of the Specific Plan include an 18 inch water main in SilverRock Way from the Ahmanson House to Avenue 54, an 18 inch water main to run west from SilverRock Way to Jefferson Street in the Jefferson Street Access Road, provide two water well sites, and provide a pressure reducing/boosting station.

44 City of La Quinta, *La Quinta General Plan Environmental Impact Report* (2002).

Water and wastewater infrastructure improvements included in the Water Agreement would require utility mains to be constructed in the southern portion of the Specific Plan Area, which is bisected by the Coachella Canal. These mains would be constructed to run beneath the Coachella Canal, which is approximately 8 feet deep. Designed sewer mains would be installed through bored casings that would be at least 3 feet beneath the canal bottom. This sewer main design would not require special sewer requirements from the CVWD. Water mains would be designed to run at bridge level. All utility infrastructure improvement designs would comply with established CVWD standards and would be subject to CVWD review and approval. With the implementation of the mitigation measures 3 and 6 identified in the 2002 MND Project, impacts would be less than significant with regards to wastewater service.

As previously mentioned in **Section 3.4, Water**, the 2006 Addendum Project identified that the increased intensity of uses in the Specific Plan, when compared to the 2002 MND Project, would result in a nominal increase in water demand. The CVWD Board approved a Water Supply Assessment (WSA) and Water Supply Verification (WSV) for the Specific Plan pursuant to Water Code section 10901 and Government Code Section 66473.7. The WSA determined that the Specific Plan would have a demand of 2,361 acre-feet per year (AFY). This demand had been previously included and analyzed in the CVWD's 2005 Urban Water Management Plan (UWMP) and was also analyzed in the 2002 Coachella Valley Water Management Plan (CVWMP) as well as the EIR for the CVWMP. Based on this, the WSA and WSV concluded that the CVWD had the current and future water supply necessary to provide water for the Specific Plan and other existing and planned future uses that will be served by CVWD. Therefore, existing and planned future water supplies will be sufficient to satisfy the demands of the 2006 Addendum Project in addition to existing and planned future uses. The impacts of the Specific Plan were the same as those identified in the 2002 MND Project and were less than significant.

### ***Solid Waste***

The City and the County of Riverside have a solid waste service agreement with Burrtec Waste and Recycling Services, LLC for the collection and transport of solid waste to landfill sites. The service agreement between the City and Burrtec Waste and Recycling Services, LLC is negotiated every five years. At the time the 2002 Certified General Plan EIR was prepared, Waste Management Services of the Desert transported solid waste generated in the City to the Edom Hill Landfill in the City of Indio. Since then, the Edom Hill Landfill had closed, and the Edom Hill Transfer Station was in operation and accepted solid waste from the City. All waste received at the Edom Hill Transfer Station was transferred to three landfills; Lambs Canyon Landfill near Beaumont, Badlands Landfill near Moreno Valley, and El Sobrante Landfill near Corona. In addition, the Azusa Land Reclamation Co and the Spadra Sanitary Landfill were available for waste disposal from the Specific Plan Area. With the development of the

proposed uses in the Specific Plan, total solid waste generated from the City was expected to increase; however, given that additional landfill sites was available for solid waste acceptance, and with continued waste diversion programs and the incorporation of mitigation measures 4 and 5, solid waste impacts associated with the Specific Plan were less than significant.

The 2006 Addendum Project determined that impacts from development of the uses allowed by the Specific Plan were the same as those identified in the 2002 MND Project and were less than significant. Mitigation measure 7 would not be required as the site has been mass graded and any on-site septic tanks have been removed. No new information, changed circumstances, or more severe impacts were identified for the Specific Plan.

## **Existing Conditions**

### ***Wastewater Services***

Sewage generated within areas in the City located south of Miles Avenue is conveyed to the Mid-Valley Water Reclamation Plant, located in Thermal.

### ***Storm Drain Infrastructure***

As previously discussed in the summary of findings in the 2006 Addendum Project, existing and proposed golf courses within the Specific Plan Area have the sufficient capacity to accommodate drainage without off-site drainage impacts.

The storm drain within Avenue 52 conveys water into the envelope of the proposed second golf course along Avenue 52 and Jefferson Street to allow for percolation into the groundwater aquifer. The Modified Project Site would incorporate similar amounts of open space as identified in the Specific Plan to allow for percolation of water runoff into the aquifer.

### ***Water Services***

The Modified Project Site is located within the CVWD service area. The CVWD currently has approximately 108,000 domestic water connections<sup>45</sup> and pumped 109,488 acre-feet of groundwater in 2010.<sup>46</sup> However, the annual pumping supply is approximately 300,000 afy in a normal year and fluctuates depending on water demand. CVWD provides services for domestic water, irrigation water, sanitation collection, wastewater reclamation and recycling, imported water (recharging), stormwater

45 Coachella Valley Water District, *2013-2014 Annual Review*, (June 2014), 17.

46 Coachella Valley Water District, *2010 Urban Water Management Plan*, (June 2011), Table 4-6.

protection and agricultural drainage. The primary water supply for CVWD is groundwater from the Whitewater River Subbasin in the Coachella Valley and supplements groundwater use with imported water and use of reclaimed water. The 2012 Coachella Valley Water Management Plan Update (CVWMP) identified that the Whitewater River Subbasin has an estimated storage capacity of approximately 30 million acre-feet.<sup>47</sup> In addition to groundwater, CVWD has additional water sources including imported water, recycled water, and a small amount of surface water.

The Coachella Valley has been primarily dependent on groundwater as a source of domestic water supply since the early part of the 20th century. The CVWMP and the annual CVWD Engineers Reports on Groundwater Replenishment review the historical use of water in the Coachella Valley. In 1936, groundwater use was 92,400 afy and increased continually to about 376,000 afy in 1999. Groundwater use in 2009 dropped to about 358,700 afy due to a combination of water conservation efforts, source substitution projects, and the effects of the ongoing economic recession.<sup>48</sup> Deliveries of Colorado River water and SWP water help offset this groundwater use. The Colorado River water deliveries are currently approximately 444,000 afy, with SWP deliveries to the Coachella Valley currently at 194,100 afy over the same period. Total water supplies for 2015 would total 125,800 afy and for 2035 would total 242,700 afy.

On January 17, 2014, Governor Jerry Brown Issued a Drought Declaration and requested a voluntary 20 percent reduction in urban water use Statewide. He also directed the State Water Resources Control Board (SWRCB) to adopt Emergency Regulations. As a result, on July 15, 2014, the SWRCB adopted Emergency Regulations for Statewide Urban Water Conservation. These Emergency Regulations became effective on July 28, 2014 and are contained in Title 23, Sections 863-865, of the California Code of Regulations. The regulations will remain effective for 9 months and could be extended if drought conditions persist. The regulations prohibit applying water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures; applying water to any hard surface including, but not limited to, driveways, sidewalks, and asphalt; and using potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system. The regulations also require that Urban Water Suppliers must move to the first mandatory level of water reduction designated in their 2010 Urban Water Management Plan. The CVWMP already addresses management of water use during drought periods. For CVWD, the first mandatory level of water reduction designated in the CVWMP is Stage 2, which requires a mandatory 10 percent reduction in water use.

47 Coachella Valley Water District, *Coachella Valley Water Management Plan Update*, Executive Summary (January 2012), p. ES-1.

48 Coachella Valley Water District, *Coachella Valley Water Management Plan 2010 Update* (January, 2012).

Approximately 19 acres of the Coachella Canal,<sup>49</sup> are located within the boundaries of the Modified Project Site. Up to 97 percent of the Modified Project's water usage for irrigation purposes, which is by far the majority of the total water demand for the Modified Project, may be obtained from the Coachella Canal in accordance with the terms of the existing Water Agreement between the City and CVWD. Indirectly, canal water will be used for groundwater recharge and source substitution throughout the Coachella Valley.

CVWD provides water and sewer services to the City and the Specific Plan Area. Water to the Specific Plan Area is provided by CVWD through the existing 18-inch water main beneath SilverRock Way.

### ***Solid Waste***

The City has a franchise agreement with Burrtec Waste and Recycling Services, LLC (Burrtec) for the provision of solid waste disposal in the City and its Sphere of Influence. Non-hazardous household, commercial and most non-hazardous industrial solid waste collected in the City is taken to the Edom Hill Transfer Station in Cathedral City. From there, waste is transported to one of three landfills: the Lamb Canyon regional landfill; El Sobrante Landfill; or the Badlands Landfill.

## **Analysis of Modified Project**

### ***Wastewater Services***

Sewage generated from the Modified Project would be conveyed for treatment to the Mid-Valley Water Reclamation Plant. The Mid-Valley plant has a current capacity of approximately 10 million gallons per day (mgd) and processes an average of approximately 5 mgd per day. Given the excess capacity, there are currently no plans for expansion at the Mid-Valley plant. The Specific Plan Area connects to the existing CVWD sewer line system via a 12-inch sewer line. There are 18-inch diameter force mains in Washington Street, Jefferson Street, Madison Street, and Avenues 50, 58, and 60.<sup>50</sup> The Modified Project would not require the construction of new wastewater treatment facilities or the expansion of existing facilities as the Modified Project has already constructed the required sewer lines identified in the Water Agreement discussed above. The Modified Project would result in less dense development on the site, and the sewer line constructed for the 2006 Addendum Project was sized for more dense development. Since development of the Modified Project would generate less wastewater than the

49 Note: The Coachella Canal is a branch of the All-American Canal that brings Colorado River water into the Imperial and Coachella Valleys. This information is from Coachella Valley Water District, *Coachella Valley Water Management Plan Update*, Section 4 - Existing Water Supplies (January 2012), p. 4-14.

50 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

2006 Addendum Project, the Modified Project not result in the plant exceeding sewage treatment requirements.

### ***Storm Drain Infrastructure***

While the Proposed Agreements would result in less intense development when compared to the 2006 Addendum Project, the rearrangement of land uses would result in similar impacts to runoff as identified in the 2006 Addendum. The Modified Project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities, per the Water Agreement, as the Modified Project has already constructed the required facilities identified in the 2006 Addendum Project to the 2002 MND Project.

### ***Water Services***

Domestic water is provided in the City by CVWD. Groundwater is the primary source for this water supply, which CVWD extracts from the Whitewater River Subbasin by means of a system of deep wells within the region. The Modified Project would generate a water demand of 2,194 acre-feet per year.<sup>51</sup> This potable water demand is 167 less acre-feet per year than the approved demand of 2,361 acre-feet per year for the WSA for the 2006 Addendum Project. As discussed above, the current drought condition does not affect long-term water supply planning by CVWD because the CVWMP addresses management of water use during drought periods, consistent with state law.

It should be noted that the CVWD water supplies have been reallocated resulting in fewer water supplies and water demand since the approval of the 2006 WSA. The Modified Project will demand 1.7 percent of 2015 and 0.9 percent of 2035 water supplies, consistent with the findings in the 2006 Addendum Project to the 2002 MND Project.

### ***Solid Waste***

All solid waste generated by development within the Specific Plan Area would be taken to the Edom Hill Transfer Station and transported to either the Lamb Canyon Landfill, Badlands Landfill, or the El Sobrante Landfill. The annual disposal rate at the Lamb Canyon facility is 0.46 million tons per year. The landfill is permitted to receive a maximum of 5,000 tons per day and it is projected that current landfill

51 540.6 acre-feet per year (residential) + 101.2 acre-feet per year (mixed use) + 1,453.1 acre-feet per year (open space) + 98.7 acre-feet per year (public park) = 2,193.6 acre-feet per year. CVWD, WSA and WSV for the proposed SilverRock Resort Specific Plan, (2006) Table 3.1-1.



capacity will extend to 2021, but the Lamb Canyon landfill has potential for expansion. All of these landfills currently have capacity for solid waste generated by the Proposed Agreements.<sup>52</sup>

Solid waste generated by construction and demolition sites may account for as much as 22 percent of the solid waste stream. Prior to the issuance of grading permits, the City refers developers to Burrtec environmental staff to develop a recycling plan to recycle at least 50 percent of these materials, as well as required by mitigation measure 4.<sup>53</sup> The Modified Project would comply with federal, State, and local statutes and regulations related to solid waste (AB 341: California's 75 Percent Recycling Goal, SB 1016: Diversion Compliance, Per Capita Disposal Rate, and AB 939: Integrated Waste Management Act).

Impacts associated with the Proposed Agreements would be similar to those identified in the 2002 MND Project and with the incorporation of mitigation measures 1 through 6, impacts would be less than significant. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Modified Project.

### **3.13 AESTHETICS**

#### **Thresholds**

- a) Have a substantial adverse effect on a scenic vista?**
- b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?**
- c) Substantially degrade the existing visual character or quality of the site and its surroundings?**
- d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?**

#### **Summary of Findings in 2002 MND**

In the 2002 MND Project, the local mountains surrounding the 2002 MND Project Site were considered scenic resources within the City. The 2002 MND Project identified that the Coral Reef Mountains, rising up to 1,600 feet above sea level, are located along the western property boundary of the 2002 MND Project Site. Design standards identified for the 2002 MND Project required that developments adjacent to the Coral Reef Mountains maintain views from adjacent locations off-site. The 2002 MND identified

52 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

53 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

that the 2002 MND Project's building heights, setbacks, scale, and architectural treatments maintained views of the Coral Reef Mountains.

Jefferson Street was identified as a primary image corridor, Avenue 52 as a secondary image corridor, and Avenue 54 as an image corridor. An image corridor is defined by the General Plan as a public right-of-way along major arterials which provide views of scenic resources. The 2002 MND Project identified that roadways with these classifications were required to be improved and maintained according to the City's Municipal Code. Specifically, setbacks, landscaping materials and signage are all treatments that are regulated through the City's Municipal Code. Jefferson Street and Avenue 52 are located adjacent to the site. The 2002 MND identified mitigation measures 4, 6, and 7 to mitigate potential aesthetic impacts along Jefferson Street and Avenue 52.

The 2002 MND did not identify any scenic resources on the 2002 MND Project Site. The 2002 MND further identified that the 2002 MND Project Site was not located within or adjacent to a state scenic highway. The 2002 MND determined that light and glare impacts were less than significant with the incorporation of a mitigation measure 3 for lighting.

Although plans for individual development projects within the 2002 MND Project Site had not been prepared yet, the 2002 MND Project would be designed and developed consistent with the General Plan and City Municipal Code. These guidelines determine appropriate size, scale, treatment, heights, and setbacks required for projects with specific land use designations and zoning classifications. Through the implementation of mitigation measures 1 through 7 and the approval of Site Development Permits by the Community Development Department, impacts associated with visual resources were determined to be less than significant.

### ***Mitigation Measures Identified for 2002 MND***

1. Landscape designs and materials that complement the native desert environment shall be utilized in project design and construction.
2. Overhead utility lines shall be undergrounded to the greatest extent possible through the establishment of an undergrounding program and guidelines subject to the review of the City Engineer and Public Works Department
3. Outdoor lighting shall be limited to the minimum height, number of fixtures, and intensity needed to provide sufficient security and identification in each development, making every reasonable effort to protect the community's night skies, consistent with the City Dark Sky Ordinance.

4. Signage shall be limited to the locations, sizes, and maintenance requirements necessary to provide functional identification.
5. Safe, convenient vehicular and pedestrian circulation, screened outdoor storage/loading and other unsightly areas, protected and enhanced outdoor seating areas, appropriate lighting levels, limited signage, and landscaping designs that preserve and enhance visual resources shall be included in the design of any commercial area on the Project Site.
6. Development proposed along designated scenic highways, roadways and corridors shall be reviewed for compatibility with the natural and built environments to assure maximum viewshed protection and pedestrian and vehicular activity.
7. All grading and development proposed within scenic viewsheds shall be regulated to minimize adverse impacts to these viewsheds. All grading, development, and landscaping plans shall be submitted to the City for review and approval prior to the issuance of grading permits.

### **Summary of Findings in 2006 Addendum**

The 2006 Addendum did not identify any scenic resources on the Site and the 2006 Addendum Project Site was not located within or adjacent to a state scenic highway.

The 2006 Addendum found that through the implementation of the mitigation measures 1 through 7 identified by 2002 MND and approval of Site Development Permits by the Community Development Department, impacts associated with visual resources were less than significant. The 2006 Addendum identified that light impacts would be less than significant with the incorporation of mitigation measure 3 for lighting identified in the 2002 MND. The 2006 Addendum found that the 2006 Addendum Project would have less than significant light and glare impacts.

The 2006 Addendum determined that impacts from development of the uses allowed by the Specific Plan were the same as those identified in the 2002 MND and were less than significant. No new information, changed circumstances, or more severe impacts were identified for the Specific Plan.

### **Existing Conditions**

The existing visual character of the incorporated portions of the City is characterized as suburban.<sup>54</sup> The suburban character includes residential neighborhoods, commercial shopping centers, office parks, golf

54 City of La Quinta, *Environmental Impact Report for the City of La Quinta General Plan* (2013).

courses, parks, and community facilities. Development within the City is generally lower density and buildings within the City are typically low-rise structures.

The Modified Project Site is surrounded by a variety of land uses, including residential, commercial, resort facilities, office parks, agricultural facilities, golf courses, and vacant land. The Modified Project Site is located adjacent to two image corridors identified in City's 2035 General Plan. Jefferson Street and Avenue 52 are identified as image corridors in the General Plan.

Scenic vistas surrounding the Modified Project Site include views of natural features, such as the Santa Rosa Mountains. The Modified Project Site is located adjacent to the Santa Rosa and San Jacinto Mountains, which are identified as a visual resource in the City's 2035 General Plan.

The Modified Project Site does not include scenic resources, consisting of trees, rock outcroppings, and historic buildings that are visible from a state scenic highway. There are currently no scenic highways that run through the City.

Existing sources of light and glare are located near the Modified Project Site along major arterials, such as Jefferson Street, produce light and glare from signalized intersections, street lamps, and vehicle headlights. The Clubhouse within the Specific Plan Area produces minimal nighttime light for safety, security, and operation.

## **Analysis of Modified Project**

Design standards set forth in the Specific Plan require that developments adjacent to the Santa Rosa and San Jacinto Mountains maintain views from adjacent locations off-site. These design standards specifically deal with building height, setbacks, scale, and architectural treatments. The Modified Project would include 2- to 3-story buildings that would allow views of the Santa Rosa and San Jacinto Mountains from the adjacent buildings and the public rights-of-way. Site plan review of the Modified Project will ensure enforcement of the City's development standards. The Modified Project would not obstruct views of the Santa Rosa and San Jacinto Mountains and would result in less than significant impacts, similar to the 2002 MND and 2006 Addendum to the 2002 MND.

Jefferson Street and Avenue 52 are identified as image corridors in the General Plan. Roadways with these classifications are required to be improved and maintained with appropriate setbacks, landscaping materials, and signage according to the Specific Plan. The Modified Project would provide landscaping and edge effects consistent with the uses to the north, east, and south of the Modified Project Site and will be reviewed and enforced during site plan review.

There are no officially designated state scenic highways located within the City. Therefore, the Modified Project would not substantially damage scenic resources within a state scenic highway. Furthermore, the Modified Project Site does not contain scenic resources, including trees, rock outcroppings, or historic buildings. The Modified Project Site includes the Ahmanson House, which was built after 1950 by previous owners of the property. However, the Ahmanson House has not been identified as a historic landmark, according to the historic study conducted for the 2035 General Plan Update, and as discussed in the Cultural Resources section. Therefore, the Modified Project would not substantially damage scenic resources within a state scenic highway. Impacts to scenic resources along a state scenic highway would be less than significant similar to the 2002 MND.

The Modified Project Site is currently occupied by the Arnold Palmer Classic Golf Course and the remaining portions of the Modified Project Site are undeveloped and vacant. The Modified Project would develop these vacant portions and would improve the visual character of the undeveloped land with resort uses. The Modified Project is surrounded by golf course and residential communities and would develop a resort environment that would be compatible with its surrounding uses and the visual character of the City. To ensure that the Modified Project would be visually compatible with surrounding land uses to the north, east, and south, the Modified Project would incorporate mitigation measure 5 from the 2002 MND which would require a safe, convenient vehicular and pedestrian circulation, screened outdoor storage/loading and other unsightly areas, protected and enhanced outdoor seating area, appropriate lighting levels, limited signage, and landscaping designs. Therefore, the Modified Project would be compatible with the visual character of the City.

The City has established a Dark Sky Ordinance, which states that any proposed lighting on a building or parking lot shall be shielded so that light is projected downward and not onto adjacent properties or the public right-of-way. The City requires that projects comply with this Ordinance. Mitigation measure 3 requires that lighting for the Modified Project comply with the Dark Sky Ordinance by ensuring that lighting is projected downward and not into adjacent property or streets. The Modified Project would not have additional impacts due to the creation of light and glare. Additionally, less development is planned, which will result in less lighting and glare.

The aesthetic impacts of the Modified Project would be consistent with the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant with the incorporation of mitigation measures 1 through 7 identified in the 2002 MND. No new information, changed circumstances, or more severe impacts would occur with implementation of the Modified Project.

### **3.14 CULTURAL RESOURCES**

#### **Thresholds**

- a) Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5?**
- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines, Section 15064.5?**
- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**
- d) Disturb any human remains, including those interred outside of formal cemeteries?**

#### **Summary of Findings in 2002 MND**

The 2002 MND identified site-specific historic and cultural issues that were addressed in a historic and cultural study for the 2002 MND Project Site in September 1999. According to the site-specific study, no structures on the 2002 MND Project Site were determined to have historic landmark status.

The 2002 MND identified the City as containing dense concentrations of archaeological sites. Eight of the finds, known as isolates, were identified within the study area during the preparation of the Phase I cultural resource investigation. Six of the isolates were associated with an archaeological site (CA-RIV-2842) located outside of the 2002 MND Project area. The 2002 MND concluded that the area associated with these six isolates should be considered archaeologically sensitive and that impacts to other undiscovered isolates could occur during ground-disturbing construction work. The 2002 MND determined that build out of uses would require earthwork to develop pads, contour new drainage patterns, and involve trenching to install utilities. Based on the results of the site-specific Phase I survey, the 2002 MND found that the 2002 MND Project would not significantly impact known resources on-site. However, the 2002 MND did note the sensitive nature of the 2002 MND Project Site and the potential to impact previously unidentified subsurface resources. The 2002 MND identified less than significant impacts with the implementation of Mitigation measure 1.

If human remains are uncovered during ground-disturbing activities, all such activities within a 100-foot radius of the find shall be halted immediately and the 2002 MND Project applicants' designated representative shall be notified. Requirements for the discovery of human remains are addressed in California Health and Safety Code Sections 7050.5 and 7052 and California Public Resources Code Section 5097. The 2002 MND Project applicant shall immediately notify the county coroner and a qualified professional archaeologist. The coroner is required to examine all discoveries of human

remains within 48 hours of receiving notice of a discovery on private or State lands (Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission (NAHC) by phone within 24 hours of making that determination (Health and Safety Code Section 7050[c]). The 2002 MND Project applicants' responsibilities for acting upon notification of a discovery of Native American human remains are identified in detail in the California Public Resources Code Section 5097.9. The City or its appointed representative and the professional archaeologist are then required to contact the Most Likely Descendant (MLD), as determined by the NAHC, regarding the remains. The MLD, in cooperation with the property owner and the lead agencies, would then determine the ultimate disposition of the remains.

### ***Mitigation Measures Identified for 2002 MND***

1. During any ground altering activities associated with project grading or construction, including demolition of existing modern structures and facilities, the project area shall be monitored by a qualified archaeological monitor and a qualified paleontological monitor shall be required in the event of discovery of resources. The monitor shall have the authority to halt any activities impacting potentially significant cultural resources until the resources can be evaluated for significant and cleared or mitigated. The monitoring program shall also include consultation with the local Native American representatives (e.g., Torres-Martinez and/or Morongo Reservations) consistent with applicable statutes governing cultural resources.

### **Summary of Findings in 2006 Addendum**

The 2006 Addendum identified two structures present in the Specific Plan Area. The first structure is the Kennedy residential complex, which was built after 1950 by previous owners of the property, also known as the Ahmanson House. The Ahmanson House is not a historic landmark, according to the site-specific study conducted.

The 2006 Addendum referred back to the 2002 MND, which identified the sensitive archeological nature of the 2006 Addendum Project Site and the historic and cultural study of September 1999. However, since the 2002 MND was adopted, the entire 2006 Addendum Project Site was mass graded.

The 2006 Addendum found that the Specific Plan would not significantly impact known resources on-site; however, given the site's sensitive nature, the development and buildout of the Specific Plan has the potential to impact previously unidentified subsurface resources. The 2006 Addendum concluded that the implementation of mitigation measure 1 would reduce impacts to less than significant. There is, therefore, no substantial change from the 2006 Addendum Project that was subject to the 2002 MND.

No new information, changed circumstances, or more severe impacts would occur with the implementation of the Specific Plan.

## **Existing Conditions**

The City recently completed a Cultural Resources Technical Report for the General Plan 2010 Update (“2010 technical report”).<sup>55</sup> The 2010 technical report determined that more than 500 archaeological sites, more than 280 buildings and other built-environment features, and more than 170 isolates, or localities with fewer than three artifacts, have been recorded within the City or one-mile outside of the area. The Modified Project Site does not contain historic resources and is not located immediately adjacent to a historic resource.<sup>56</sup> The nearest historic resource is located approximately 1.5 miles to the west, but is separated from the Modified Project Site by the base of the Santa Rosa Mountains.

As noted in the 2006 Addendum, the entire site has been mass graded and the Arnold Palmer Classic Golf Course is located on the most western portion of the site along the edge of the Santa Rosa Mountains. Since the Modified Project Site has been graded and a portion of the site has been developed, the area has already been disturbed by grading and construction activity.

## **Analysis of Modified Project**

As discussed above, the Specific Plan Area does not contain any identified historical resources. No impacts would occur with implementation of the Proposed Agreements.

The Specific Plan Area has been mass graded. Any potential discoveries of human remains or archeological resources would have been identified during the development of the Arnold Palmer Golf Course.

A Paleontological Resources Technical Report was completed in 2010 as part of a 2035 General Plan Update.<sup>57</sup> The 2010 Paleontological Resources Technical Report covered an approximately 37-square mile area in and around the City. The Modified Project Site was identified as located in an area designated “high paleontologic sensitivity.” The 2035 General Plan EIR notes that new development activity, including construction, grading, and other site disturbances in moderate and high sensitivity areas has the potential to impact paleontological resources. Therefore, the Modified Project would

55 City of La Quinta, *General Plan Update*, Cultural Resources Technical Report (2010).

56 City of La Quinta, Historic Preservation, “Historic Resources Survey/Database and Map,” Historic Resources Inventory Database (2012).

57 City of La Quinta, *General Plan Update*, Paleontologic Resources Technical Report (2010).



implement Mitigation measure 1 identified in the 2002 MND in order to reduce potential impacts to paleontological resources to less than significant.

Consequently, the impact of the Modified Project would be consistent with the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant. No new information, changed circumstances, or more severe impacts would occur with implementation of the Modified Project.

### **3.15 RECREATION**

#### **Thresholds**

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**
  
- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?**

#### **Summary of Findings in 2002 MND**

The City acquired the SilverRock resort site to provide two public golf courses, as well as a 9-hole public course offering a junior golf program. Therefore, the 2002 MND Project would provide additional public recreational services without increasing the City's population, which would have been considered a beneficial impact of the 2002 MND Project. The 2002 MND Project would not have increased the demand for neighborhood or regional park facilities, nor would it have affected existing recreational opportunities. Therefore, no significant impacts to recreational facilities were identified.

The 2002 MND determined that the 2002 MND Project would have no impacts in regards to an increase in demand for neighborhood or regional parks or other facilities. The 2002 MND found that impacts regarding existing recreational opportunities being affected by the 2002 MND Project were less than significant.

#### **Summary of Findings in 2006 Addendum**

With the exception of Lake Cahuilla County Park, the 2006 Addendum identified that the City of La Quinta is responsible for providing and maintaining public parks within the City. Existing public parks within the City include the Fritz Burns Park, the Francis Hack Park, Seasons Park, Adams Park, the

Eisenhower Park in the Cove, the Desert Pride Park, the Community Park, and the Avenue 50 Sports Complex.

California passed legislation (Section 66477 of the Government Code), which allowed a city to pass an ordinance to require, as a condition of approval of a subdivision, the dedication of land or the payment of a fee in lieu of dedication, or a combination of both, for park or recreational purposes. This legislation, referred to as the “Quimby Act,” establishes a standard of 3.0 acres per 1,000 residents as the amount of land necessary to meet the requirement for the provision of neighborhood and community park land. Given the nature of the uses proposed, the 2006 Addendum Project identified that the Specific Plan would generate seasonal residents and the Specific Plan introduced two public golf courses and approximately 35 acres of public park space for seasonal residents for the 2006 Addendum Project. Therefore, the Specific Plan provided additional public recreational services without increasing the City’s population, which would be considered a beneficial impact of the Specific Plan. The Specific Plan did not increase the demand for neighborhood or regional park facilities, nor did it affect existing recreational opportunities. Therefore, the 2006 Addendum identified that no significant impacts to recreational facilities would occur.

Recreation impacts associated with the Specific Plan would be the same as those of the 2002 MND and were determined to be less than significant. There is, therefore, no substantial change from the 2006 Addendum Project that was subject to the 2002 MND. No new information, changed circumstances, or more severe impacts would occur with the implementation of the Specific Plan.

## **Existing Conditions**

The City owns and operates several park facilities and includes both active and passive recreational opportunities for residents and visitors. Within the City are five mini parks, including Eisenhower Park, Seasons Park, Saguaro Park, Desert Pride and Velasco Park. Neighborhood parks are larger than mini parks and provide both active and passive recreational needs for the community. These include parks such as Fritz Burns Park, Adams Park, Monticello Park, and Pioneer Park. The third type of city-operated park includes community parks. There are three community parks in the City including the 16.75-acre La Quinta Sports Complex, the 18-acre La Quinta Park, and the 17.5-acre Civic Center Campus.

There are approximately 5,259 acres of open space areas set aside for recreational facilities within the City. These developed open-space recreational areas include a variety of City owned and maintained parks and facilities, County of Riverside-owned parks, Desert Recreation District facilities, and public and private golf courses. In addition, there are approximately 6,933 acres of natural open space areas within

the City, which offer hiking trails, equestrian trails, and other passive recreation opportunities. The City also offers numerous golf courses and resorts, making it a destination for golf enthusiasts.

## **Analysis of Modified Project**

The Modified Project would include two public golf courses along with additional public park space, which would be considered recreational resources within the City, a 35-acre public park with private amenities, and a 15-acre public park. As previously discussed, the Modified Project could generate a minority of seasonal residents within the Specific Plan Area, as is typical for homes in resort communities in the Coachella Valley. Quimby Act fees, or an in-lieu parkland fee, will be paid to the City to offset potential resident use of parkland located outside of the Specific Plan Area. The existing Arnold Palmer Golf Course would be modified to accommodate work to be performed on the Coachella Canal and to accommodate the proposed Luxury Hotel. Therefore, the Modified Project would provide additional public recreational services without increasing the City's population, which would have been considered a beneficial impact of the Modified Project. The Modified Project would not result in increased demand on neighborhood or regional park facilities, nor would it affect existing recreational opportunities.

The impacts of the proposed Amendments would be consistent with the impacts identified in the 2002 MND and 2006 Addendum to the 2002 MND and would be less than significant. No new information, changed circumstances, or more severe impacts would occur with implementation of the Modified Project.

### **3.16 GREENHOUSE GASES**

#### **Thresholds**

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**
- b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?**

#### **Existing Conditions**

The California State Legislature enacted Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006. AB 32 focuses on reducing greenhouse gas (GHG) emissions in California. GHGs, as defined under AB 32, include carbon dioxide (CO<sub>2</sub>), methane, NO<sub>x</sub>, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 requires that GHGs emitted in California be reduced to 1990 levels by the year

2020. The performance standard identified in the 2014 Updated Scoping Plan<sup>1</sup> recommends a 15 percent reduction from business as usual by 2020. The identified GHG reduction goals include 30 percent reduction from 1990 levels by 2020 (of which the State has currently reduced 15 percent), 40 percent by 2030, 60 percent by 2040, and 80 percent by 2050 from 1990 business as usual levels. The 2014 Updated Scoping Plan, CARB encourages local governments and air districts to meet the 15 percent reduction below today's level by 2020 to ensure that their municipal and community-wide emissions match the State's reduction target.

The City adopted a Greenhouse Gas Reduction Plan (GGRP) in order to meet the requirements of AB 32. The GGRP establishes current emissions and sets targets for long-term reductions. The GGRP includes a comprehensive inventory of greenhouse gas emissions generated City-wide, including those generated by local government activities. Future emissions of greenhouse gases are projected, reduction targets set, and policies and programs are proposed as part of the GGRP in order for the City to meet mandated reductions. To be consistent with AB 32, the reduction target is to achieve 1990 level emissions by 2020, and 80 percent below 1990 levels by 2050.<sup>58</sup> Pursuant to AB 32, ARB established statewide 1990 greenhouse gas emissions as 427 million metric tons of carbon dioxide equivalents (MMTCO<sub>2e</sub>).<sup>59</sup> Community-wide activities in the City generated an estimated 1,228,050 metric tons of carbon dioxide equivalents (MTCO<sub>2e</sub>) in 2005.

## **Analysis of 2006 Addendum Project and Proposed Project**

### ***Construction***

As presented in **Table 3.16-1, Construction GHG Emissions**, construction activities associated with the Modified Project would generate 8,595.1 MTCO<sub>2e</sub> GHG emissions. The SCAQMD recommends annualizing construction-related GHG emissions over a project's lifetime, defined as a 30-year period, in order to include these emissions as part of the annual total operational emissions. Therefore, construction-related GHG emissions have been annualized over this period and included in the annual operational emissions.

Construction activities associated with the approved Specific Plan would generate a similar amount of GHG emissions as those for the Modified Project, as shown in **Table 3.16-1**. GHG emissions would be similar because

58 City of La Quinta, *La Quinta 2035 General Plan* (2013).

59 California Environmental Protection Agency, Air Resources Board, "California 1990 Greenhouse Gas Emissions Level and 2020 Limit (2014), <http://www.arb.ca.gov/cc/inventory/1990level/1990level.htm>.

**Table 3.16-1  
Construction GHG Emissions**

Year	CO2e Emissions (Metric Tons per Year)	
	Modified Project	2006 Addendum Project
2016	520.6	20.
2017	767.0	767.0
2018	757.3	757.3
2019	1,068.0	1,068.0
2020	1,222.7	1,222.7
2021	1,209.5	1,209.5
2022	1,196.6	1,196.6
2023	963.8	963.8
<b>Total Construction GHG Emissions*</b>	<b>7,705.9</b>	<b>7,705.9</b>
<b>Annualized over Project Lifetime</b>	<b>256.9</b>	<b>256.9</b>

*Source: CalEEMod Emissions calculations are provided in **Appendix A, AQ and GHG Emissions Calculations.***

*Note: Totals in table may not appear to add exactly due to rounding in the computer model calculations.*

*Abbreviations: MTCO2e = metric tons of carbon dioxide emissions.*

*\*N2O emissions account for 0.35 MTCO2e/year.*

## Operation

A summary of the annual operational emissions of both the Modified Project and the 2006 Addendum Project is provided in **Table 3.16-2, Operational GHG Emissions**. The operation estimates represent emissions with incorporation of the standard design features identified in the City’s 2035 General Plan during operation of the Modified Project. The operation estimates represent business as usual operations during operation of the 2006 Addendum Project, as shown in **Table 3.16-2**.

To provide guidance to local lead agencies on determining significance for GHG emissions in their CEQA documents, SCAQMD staff has proposed a tiered series of thresholds to be applied based on the amount of GHG emissions generated by a proposed project and the type of project. The first tier does not apply to the Modified Project because the project is not categorically exempt from CEQA. The second tier threshold of significance is applied if the project is subject to an adopted GHG reduction plan. The City has adopted a GGRP which applies to the Modified Project. The analysis presented below compares the Modified Project’s GHG emission reductions from the 2006 Addendum Project, or business as usual, GHG emissions. The Modified Project’s GHG emission reduction will then be compared to the City’s GGRP reduction targets.

**Table 3.16-2  
Operational GHG Emissions**

GHG Emissions Source	Emissions (MTCO <sub>2</sub> e/year)	
	Modified Project	2006 Addendum Project
Construction (amortized)	256.9	256.9
Operational (mobile) sources*	4,411.8	7,385.0
Area sources	542.3	542.3
Energy	4,216.9	5,112.5
Waste	101.6	406.3
Water	874.2	1,100.5
<b>Annual Total</b>	<b>10,403.7</b>	<b>14,803.5</b>

*Source: CalEEMod Emissions calculations are provided in **Appendix A, AQ and GHG Emissions Calculations.***

*Notes: Totals in table may not appear to add exactly due to rounding in the computer model calculations.*

*Abbreviations: MTCO<sub>2</sub>e = metric tons of carbon dioxide emissions.*

*\*N<sub>2</sub>O emissions account for 0.18 and 0.30 MTCO<sub>2</sub>e/year, respectively.*

The following design features would be incorporated into the Modified Project:

1. Landscaping designs shall incorporate the use of trees or other vegetation to maximize the shading of buildings in order to reduce energy requirements for heating and cooling and provide carbon storage.
2. Desert landscaping techniques shall be utilized, including the use of automated water efficient irrigation systems and devices.
3. Smart scalping practices shall be implemented during to minimize fugitive dust emissions and reduce water demands.
4. Building designs shall meet or exceed the current Title 24 requirements or achieve LEED or Energy Star standard equivalence ratings or better; buildings shall be equipped with energy efficient and water conserving appliances and fixtures; building design shall include natural lighting and ventilation; and light colored “cool” roofs and cool pavement shall be utilized.
5. New buildings and substantial remodels including new roofs, should be designed to accommodate rooftop photovoltaic, above parking solar, or incorporate solar control into the architectural design to reduce window exposure to direct sunlight.
6. Recycling and composting facilities and programs shall be readily available for all new and existing land uses and every effort shall be made to divert the landfill waste stream.

The following design strategies will reduce reliance on traditional automobiles for transportation:

1. Promote the use of electric vehicles and alternative modes of transport by providing safe and convenient bicycle, scooter and other non-motorized transport travel lanes, and parking, as well as preferential plug-in stations for electric vehicle parking.

3. Assure all new development has safe and convenient access to public transit routes that include seated, shaded bus stop areas.
4. Incorporate recreational open space adjacent to or as part of residential land uses.

Community-wide activities in the City generated an estimated 1,228,050 MTCO<sub>2</sub>e in 2005. As such, the targets set forth in the GGRP are to achieve 10 percent below 2005 emission levels by 2020 and 28 percent below 2005 levels by 2035.<sup>60</sup> To reach these targets, the GGRP includes a wide range of implementation tools which can be implemented by City officials, residents, and business owners. As shown in **Table 3.16-2**, the operational GHG emissions for the Modified Project with design features would be 10,403.7 MTCO<sub>2</sub>e per year. The operational GHG emissions for the 2006 Addendum Project, which are the business as usual GHG emissions, would result in 14,803.5 MTCO<sub>2</sub>e per year. The Modified Project would reduce GHG emissions by 4,399.8 MTCO<sub>2</sub>e per year, approximately 30 percent, from the business as usual scenario. Therefore, GHG emissions generated by the Modified Project would be consistent with the targets set forth in the GGRP by achieving 10 percent below 2005 emissions levels by 2020 and 28 percent below 2005 levels by 2035. Impacts would be less than significant.

#### ***Conflict with an Applicable Plan, Policy or Regulation***

The GGRP sets targets and identifies reduction measures to ensure that the City is consistent with AB 32 goals of reducing GHG emissions by 2020 and 2035. As previously identified, the GGRP identified that the City would need to achieve a 10 percent reduction from 2005 levels by 2020 and 28 percent reduction from 2005 levels by 2035. The business as usual scenario would result in GHG emissions (without Title 24 efficiencies or mitigation measures) of 14,803.5 MTCO<sub>2</sub>e per year.<sup>61</sup> As indicated in **Table 3.16-2**, the Modified Project would result in 10,403.7 MTCO<sub>2</sub>e per year with mitigation measures. The mitigation measures would reduce GHG emissions by 4,399.8 MTCO<sub>2</sub>e per year, approximately 30 percent, from the 2006 Addendum Project business as usual scenario. The Modified Project would be consistent with the goals of AB 32 and the GGRP set forth by the City for the purpose of reducing the emissions of greenhouse gases by 10 percent below 2005 levels and by 28 percent below 2005 levels in 2035. The Modified Project would not conflict with AB 32 or the GGRP. Impacts would be less than significant.

60 City of La Quinta, La Quinta 2035 General Plan, Air Quality.

61 286.5 MTCO<sub>2</sub>e per year BAU Construction + 0.16 MTCO<sub>2</sub>e per year N<sub>2</sub>O + 14,851.6 per year BAU = 15,138.3 MTCO<sub>2</sub>e per year BAU

## 4.0 REFERENCES

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La Quinta Municipal Code, sec. 6.08.060. Disturbances by Construction Noises.

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Ninyo & Moore Geotechnical and Environmental Sciences Corporation. *Limited Geotechnical Investigation*. November 1999.

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**APPENDIX A**

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**AQ and GHG Emissions Calculations**



**SilverRock Addendum  
Salton Sea Air Basin, Annual**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	10.00	1000sqft	0.23	10,000.00	0
General Office Building	71.00	1000sqft	2.50	71,000.00	0
General Office Building	5.00	1000sqft	0.11	5,000.00	0
Other Asphalt Surfaces	37.00	Acre	37.00	0.00	0
User Defined Recreational	4.00	User Defined Unit	4.00	0.00	0
City Park	35.00	Acre	35.00	0.00	0
Golf Course	134.50	Acre	134.50	5,000.00	0
Golf Course	15.00	Acre	15.00	0.00	0
Hotel	140.00	Room	17.00	166,400.00	0
Hotel	200.00	Room	10.00	169,700.00	0
Quality Restaurant	5.00	1000sqft	0.11	5,000.00	0
Apartments Mid Rise	150.00	Dwelling Unit	10.50	150,000.00	270
Apartments Mid Rise	80.00	Dwelling Unit	2.11	75,000.00	144
Single Family Housing	255.00	Dwelling Unit	56.50	459,000.00	824
Strip Mall	35.00	1000sqft	25.50	35,000.00	0

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	3.4	<b>Precipitation Freq (Days)</b>	20
<b>Climate Zone</b>	10	<b>Operational Year</b>		2020	
<b>Utility Company</b>	Southern California Edison				

<b>CO2 Intensity (lb/MWhr)</b>	630.89	<b>CH4 Intensity (lb/MWhr)</b>	0.029	<b>N2O Intensity (lb/MWhr)</b>	0.006
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**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use - PA 1: 10,000 sf conference room, 15 acres modified existing golfcourse; PA 2: 140 hotel rooms; PA 3: 35 single family units; PA 4: 71,000 sf shared services/conference center;  
 PA 5 200 hotel rooms; PA 6: 60 luxury branded units; PA 7: 25,000 sf retail, 150 apartment units;  
 PA 8: 160 units; PA 9: 15,000 sf retail, 80 apartment units; PA 10: 5,000 sf new clubhouse, 134.5 acre golf course  
 PA 11: 35 acre park; PA 12: 4 acres trails, 37 acres streets/landscaping

Construction Phase - Based on estimated construction schedule of 8 years

Trips and VMT - Per CalEEMod User's Guide for trip generation.

On-road Fugitive Dust - Assume Paved Roads

Grading -

Architectural Coating -

Vehicle Trips - Water Well Sites and All American Canal

Road Dust - Paved Roads

Woodstoves - No woodstoves

Area Coating - No negative

Energy Use -

Water And Wastewater -

Construction Off-road Equipment Mitigation - Tier 3 required per CARB. SCAQMD Rule 403 and 403.1.

Mobile Land Use Mitigation -

Area Mitigation - SCAQMD Rule 1113

Energy Mitigation -

Water Mitigation -

Waste Mitigation -

Table Name	Column Name	Default Value	New Value
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	250	50

tblAreaMitigation	UseLowVOCPaintNonresidentialInteriorValue	250	50
tblAreaMitigation	UseLowVOCPaintResidentialExteriorValue	250	50
tblAreaMitigation	UseLowVOCPaintResidentialInteriorValue	250	50
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	80
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	4.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	9.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3

tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstructionPhase	NumDays	440.00	1,147.00
tblConstructionPhase	NumDays	6,200.00	1,161.00
tblConstructionPhase	NumDays	440.00	43.00
tblConstructionPhase	PhaseEndDate	2/22/2028	12/22/2023
tblConstructionPhase	PhaseEndDate	10/2/2023	10/1/2023
tblConstructionPhase	PhaseEndDate	4/18/2019	4/19/2019
tblConstructionPhase	PhaseEndDate	2/21/2024	12/20/2023
tblConstructionPhase	PhaseStartDate	10/2/2023	8/1/2019
tblConstructionPhase	PhaseStartDate	4/20/2019	4/19/2019
tblConstructionPhase	PhaseStartDate	12/2/2016	12/3/2016
tblConstructionPhase	PhaseStartDate	12/23/2023	10/23/2023
tblFireplaces	FireplaceWoodMass	457.60	0.00
tblFireplaces	FireplaceWoodMass	457.60	0.00
tblFireplaces	NumberWood	25.50	0.00
tblLandUse	LandUseSquareFeet	1,611,720.00	0.00
tblLandUse	LandUseSquareFeet	174,240.00	0.00
tblLandUse	LandUseSquareFeet	1,524,600.00	0.00
tblLandUse	LandUseSquareFeet	5,858,820.00	5,000.00
tblLandUse	LandUseSquareFeet	653,400.00	0.00
tblLandUse	LandUseSquareFeet	203,280.00	166,400.00
tblLandUse	LandUseSquareFeet	290,400.00	169,700.00
tblLandUse	LandUseSquareFeet	80,000.00	75,000.00
tblLandUse	LotAcreage	1.63	2.50
tblLandUse	LotAcreage	4.67	17.00
tblLandUse	LotAcreage	6.67	10.00



tblLandUse	LotAcreage	3.95	10.50
tblLandUse	LotAcreage	82.79	56.50
tblLandUse	LotAcreage	0.80	25.50
tblLandUse	Population	485.00	270.00
tblLandUse	Population	258.00	144.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblProjectCharacteristics	OperationalYear	2014	2020
tblRoadDust	RoadPercentPave	50	100
tblTripsAndVMT	VendorTripNumber	449.00	186.00
tblTripsAndVMT	WorkerTripNumber	1,262.00	583.00
tblTripsAndVMT	WorkerTripNumber	252.00	117.00
tblWoodstoves	NumberCatalytic	11.50	0.00
tblWoodstoves	NumberCatalytic	12.75	0.00
tblWoodstoves	NumberNoncatalytic	11.50	0.00

tbWoodstoves	NumberNoncatalytic	12.75	0.00
tbWoodstoves	WoodstoveDayYear	82.00	0.00
tbWoodstoves	WoodstoveDayYear	82.00	0.00
tbWoodstoves	WoodstoveWoodMass	999.60	0.00
tbWoodstoves	WoodstoveWoodMass	999.60	0.00

## 2.0 Emissions Summary

### 2.1 Overall Construction

#### Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2016	0.6841	7.3181	5.5591	5.5300e-003	4.8762	0.3886	5.2648	2.3118	0.3575	2.6693	0.0000	517.3785	517.3785	0.1521	0.0000	520.5719
2017	0.8028	9.0611	6.2191	8.2700e-003	2.7102	0.4314	3.1416	1.1206	0.3969	1.5175	0.0000	762.1621	762.1621	0.2292	0.0000	766.9750
2018	0.6993	7.7822	5.6438	8.3000e-003	2.7103	0.3640	3.0743	1.1206	0.3349	1.4555	0.0000	752.5058	752.5058	0.2300	0.0000	757.3351
2019	4.4255	5.3624	7.7627	0.0136	3.2707	0.2458	3.5165	1.2709	0.2291	1.5000	0.0000	1,064.9292	1,064.9292	0.1458	0.0000	1,067.9911
2020	9.5881	4.2420	8.6321	0.0166	0.8751	0.1897	1.0648	0.2345	0.1787	0.4131	0.0000	1,220.4028	1,220.4028	0.1096	0.0000	1,222.7052
2021	9.4949	3.7614	8.2802	0.0165	0.8717	0.1631	1.0348	0.2336	0.1536	0.3871	0.0000	1,207.2393	1,207.2393	0.1073	0.0000	1,209.4916
2022	9.4156	3.3895	8.0125	0.0165	0.8684	0.1411	1.0095	0.2327	0.1329	0.3656	0.0000	1,194.3803	1,194.3803	0.1054	0.0000	1,196.5944
2023	9.1455	2.5979	6.3187	0.0133	0.6829	0.1066	0.7895	0.1829	0.1003	0.2832	0.0000	961.8212	961.8212	0.0932	0.0000	963.7792
<b>Total</b>	<b>44.2559</b>	<b>43.5145</b>	<b>56.4282</b>	<b>0.0986</b>	<b>16.8656</b>	<b>2.0302</b>	<b>18.8958</b>	<b>6.7076</b>	<b>1.8837</b>	<b>8.5913</b>	<b>0.0000</b>	<b>7,680.8191</b>	<b>7,680.8191</b>	<b>1.1726</b>	<b>0.0000</b>	<b>7,705.4434</b>

**2.1 Overall Construction****Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2016	0.1393	2.6469	3.3225	5.5300e-003	1.8054	0.1287	1.9341	0.8565	0.1287	0.9851	0.0000	517.3779	517.3779	0.1521	0.0000	520.5713
2017	0.2066	3.8855	5.0671	8.2700e-003	1.0028	0.1722	1.1749	0.4151	0.1722	0.5873	0.0000	762.1612	762.1612	0.2292	0.0000	766.9741
2018	0.2064	3.8993	5.0744	8.3000e-003	1.0028	0.1728	1.1756	0.4151	0.1728	0.5880	0.0000	752.5049	752.5049	0.2300	0.0000	757.3342
2019	4.1270	3.7504	7.7332	0.0136	1.1831	0.1622	1.3453	0.4721	0.1604	0.6326	0.0000	1,064.9287	1,064.9287	0.1458	0.0000	1,067.9906
2020	9.3756	3.5560	8.7642	0.0166	0.2803	0.1599	0.4402	0.0885	0.1576	0.2461	0.0000	1,220.4024	1,220.4024	0.1096	0.0000	1,222.7048
2021	9.3147	3.3260	8.4489	0.0165	0.2792	0.1562	0.4354	0.0881	0.1542	0.2423	0.0000	1,207.2389	1,207.2389	0.1073	0.0000	1,209.4912
2022	9.2631	3.2057	8.2084	0.0165	0.2781	0.1553	0.4334	0.0878	0.1533	0.2411	0.0000	1,194.3799	1,194.3799	0.1054	0.0000	1,196.5940
2023	9.0314	2.6142	6.5348	0.0133	0.2183	0.1318	0.3500	0.0688	0.1303	0.1991	0.0000	961.8208	961.8208	0.0932	0.0000	963.7788
<b>Total</b>	<b>41.6641</b>	<b>26.8840</b>	<b>53.1535</b>	<b>0.0986</b>	<b>6.0499</b>	<b>1.2392</b>	<b>7.2890</b>	<b>2.4920</b>	<b>1.2295</b>	<b>3.7215</b>	<b>0.0000</b>	<b>7,680.8147</b>	<b>7,680.8147</b>	<b>1.1726</b>	<b>0.0000</b>	<b>7,705.4389</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
<b>Percent Reduction</b>	<b>5.86</b>	<b>38.22</b>	<b>5.80</b>	<b>0.00</b>	<b>64.13</b>	<b>38.96</b>	<b>61.43</b>	<b>62.85</b>	<b>34.73</b>	<b>56.68</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2.2 Overall Operational**

**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	8.5350	0.0419	3.6225	1.9000e-004		0.0571	0.0571		0.0567	0.0567	0.0000	538.9368	538.9368	0.0160	9.7700e-003	542.3020
Energy	0.1849	1.6476	1.1668	0.0101		0.1278	0.1278		0.1278	0.1278	0.0000	5,088.5900	5,088.5900	0.1849	0.0645	5,112.4796
Mobile	5.4527	12.9841	57.7953	0.1049	6.7817	0.2174	6.9991	1.8122	0.2002	2.0124	0.0000	7,378.6705	7,378.6705	0.2882	0.0000	7,384.7218
Waste						0.0000	0.0000		0.0000	0.0000	181.2953	0.0000	181.2953	10.7142	0.0000	406.2944
Water						0.0000	0.0000		0.0000	0.0000	18.9146	1,022.5852	1,041.4998	1.9897	0.0556	1,100.5187
<b>Total</b>	<b>14.1726</b>	<b>14.6735</b>	<b>62.5846</b>	<b>0.1152</b>	<b>6.7817</b>	<b>0.4022</b>	<b>7.1840</b>	<b>1.8122</b>	<b>0.3847</b>	<b>2.1969</b>	<b>200.2099</b>	<b>14,028.7826</b>	<b>14,228.9924</b>	<b>13.1930</b>	<b>0.1299</b>	<b>14,546.3166</b>

## 2.2 Overall Operational

### Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.0990	0.0419	3.6225	1.9000e-004		0.0571	0.0571		0.0567	0.0567	0.0000	538.9368	538.9368	0.0160	9.7700e-003	542.3020
Energy	0.1609	1.4330	1.0137	8.7700e-003		0.1111	0.1111		0.1111	0.1111	0.0000	4,197.0010	4,197.0010	0.1503	0.0540	4,216.8842
Mobile	4.9627	9.0401	45.5480	0.0628	3.8956	0.1323	4.0279	1.0410	0.1219	1.1629	0.0000	4,407.6679	4,407.6679	0.1856	0.0000	4,411.5660
Waste						0.0000	0.0000		0.0000	0.0000	45.3238	0.0000	45.3238	2.6786	0.0000	101.5736
Water						0.0000	0.0000		0.0000	0.0000	15.1317	811.8997	827.0313	1.5915	0.0444	874.2224
<b>Total</b>	<b>10.2225</b>	<b>10.5150</b>	<b>50.1842</b>	<b>0.0717</b>	<b>3.8956</b>	<b>0.3006</b>	<b>4.1962</b>	<b>1.0410</b>	<b>0.2898</b>	<b>1.3307</b>	<b>60.4555</b>	<b>9,955.5054</b>	<b>10,015.9609</b>	<b>4.6219</b>	<b>0.1082</b>	<b>10,146.5482</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
<b>Percent Reduction</b>	<b>27.87</b>	<b>28.34</b>	<b>19.81</b>	<b>37.75</b>	<b>42.56</b>	<b>25.28</b>	<b>41.59</b>	<b>42.56</b>	<b>24.68</b>	<b>39.43</b>	<b>69.80</b>	<b>29.04</b>	<b>29.61</b>	<b>64.97</b>	<b>16.75</b>	<b>30.25</b>

## 3.0 Construction Detail

### Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/1/2016	12/1/2016	5	240	
2	Grading	Grading	12/3/2016	4/19/2019	5	620	
3	Building Construction	Building Construction	4/19/2019	10/1/2023	5	1161	
4	Architectural Coating	Architectural Coating	8/1/2019	12/22/2023	5	1147	
5	Paving	Paving	10/23/2023	12/20/2023	5	43	

**Acres of Grading (Site Preparation Phase): 0**

**Acres of Grading (Grading Phase): 1550**

**Acres of Paving: 0**

**Residential Indoor: 1,385,100; Residential Outdoor: 461,700; Non-Residential Indoor: 3,630,960; Non-Residential Outdoor: 1,210,320  
(Architectural Coating – sqft)**

**OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Rubber Tired Dozers	3	8.00	255	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	162	0.38
Grading	Graders	1	8.00	174	0.41
Grading	Rubber Tired Dozers	1	8.00	255	0.40
Grading	Scrapers	2	8.00	361	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	226	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Pavers	2	8.00	125	0.42
Paving	Paving Equipment	2	8.00	130	0.36
Paving	Rollers	2	8.00	80	0.38

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	7	18.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	583.00	186.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	117.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

Use Cleaner Engines for Construction Equipment

Use Soil Stabilizer

Replace Ground Cover

Water Exposed Area

Water Unpaved Roads

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

### 3.2 Site Preparation - 2016

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.1680	0.0000	2.1680	1.1917	0.0000	1.1917	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.6093	6.5559	4.9326	4.6900e-003		0.3526	0.3526		0.3244	0.3244	0.0000	442.5253	442.5253	0.1335	0.0000	445.3284
<b>Total</b>	<b>0.6093</b>	<b>6.5559</b>	<b>4.9326</b>	<b>4.6900e-003</b>	<b>2.1680</b>	<b>0.3526</b>	<b>2.5206</b>	<b>1.1917</b>	<b>0.3244</b>	<b>1.5161</b>	<b>0.0000</b>	<b>442.5253</b>	<b>442.5253</b>	<b>0.1335</b>	<b>0.0000</b>	<b>445.3284</b>



### 3.2 Site Preparation - 2016

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.1800e-003	0.0129	0.1236	2.1000e-004	0.0179	1.2000e-004	0.0180	4.7400e-003	1.1000e-004	4.8500e-003	0.0000	15.2458	15.2458	9.5000e-004	0.0000	15.2657
<b>Total</b>	<b>9.1800e-003</b>	<b>0.0129</b>	<b>0.1236</b>	<b>2.1000e-004</b>	<b>0.0179</b>	<b>1.2000e-004</b>	<b>0.0180</b>	<b>4.7400e-003</b>	<b>1.1000e-004</b>	<b>4.8500e-003</b>	<b>0.0000</b>	<b>15.2458</b>	<b>15.2458</b>	<b>9.5000e-004</b>	<b>0.0000</b>	<b>15.2657</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.8032	0.0000	0.8032	0.4415	0.0000	0.4415	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1142	2.3350	2.8080	4.6900e-003		0.1153	0.1153		0.1153	0.1153	0.0000	442.5248	442.5248	0.1335	0.0000	445.3279
<b>Total</b>	<b>0.1142</b>	<b>2.3350</b>	<b>2.8080</b>	<b>4.6900e-003</b>	<b>0.8032</b>	<b>0.1153</b>	<b>0.9186</b>	<b>0.4415</b>	<b>0.1153</b>	<b>0.5569</b>	<b>0.0000</b>	<b>442.5248</b>	<b>442.5248</b>	<b>0.1335</b>	<b>0.0000</b>	<b>445.3279</b>

### 3.2 Site Preparation - 2016

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.1800e-003	0.0129	0.1236	2.1000e-004	5.4600e-003	1.2000e-004	5.5800e-003	1.7000e-003	1.1000e-004	1.8100e-003	0.0000	15.2458	15.2458	9.5000e-004	0.0000	15.2657
<b>Total</b>	<b>9.1800e-003</b>	<b>0.0129</b>	<b>0.1236</b>	<b>2.1000e-004</b>	<b>5.4600e-003</b>	<b>1.2000e-004</b>	<b>5.5800e-003</b>	<b>1.7000e-003</b>	<b>1.1000e-004</b>	<b>1.8100e-003</b>	<b>0.0000</b>	<b>15.2458</b>	<b>15.2458</b>	<b>9.5000e-004</b>	<b>0.0000</b>	<b>15.2657</b>

### 3.3 Grading - 2016

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.6887	0.0000	2.6887	1.1149	0.0000	1.1149	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0648	0.7481	0.4914	6.2000e-004		0.0358	0.0358		0.0330	0.0330	0.0000	58.1957	58.1957	0.0176	0.0000	58.5644
<b>Total</b>	<b>0.0648</b>	<b>0.7481</b>	<b>0.4914</b>	<b>6.2000e-004</b>	<b>2.6887</b>	<b>0.0358</b>	<b>2.7246</b>	<b>1.1149</b>	<b>0.0330</b>	<b>1.1479</b>	<b>0.0000</b>	<b>58.1957</b>	<b>58.1957</b>	<b>0.0176</b>	<b>0.0000</b>	<b>58.5644</b>

### 3.3 Grading - 2016

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	tons/yr										MT/yr						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.5000e-004	1.2000e-003	0.0115	2.0000e-005	1.6500e-003	1.0000e-005	1.6600e-003	4.4000e-004	1.0000e-005	4.5000e-004	0.0000	1.4117	1.4117	9.0000e-005	0.0000	1.4135	
<b>Total</b>	<b>8.5000e-004</b>	<b>1.2000e-003</b>	<b>0.0115</b>	<b>2.0000e-005</b>	<b>1.6500e-003</b>	<b>1.0000e-005</b>	<b>1.6600e-003</b>	<b>4.4000e-004</b>	<b>1.0000e-005</b>	<b>4.5000e-004</b>	<b>0.0000</b>	<b>1.4117</b>	<b>1.4117</b>	<b>9.0000e-005</b>	<b>0.0000</b>	<b>1.4135</b>	

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.9962	0.0000	0.9962	0.4131	0.0000	0.4131	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0151	0.2978	0.3794	6.2000e-004		0.0132	0.0132		0.0132	0.0132	0.0000	58.1957	58.1957	0.0176	0.0000	58.5643
<b>Total</b>	<b>0.0151</b>	<b>0.2978</b>	<b>0.3794</b>	<b>6.2000e-004</b>	<b>0.9962</b>	<b>0.0132</b>	<b>1.0094</b>	<b>0.4131</b>	<b>0.0132</b>	<b>0.4263</b>	<b>0.0000</b>	<b>58.1957</b>	<b>58.1957</b>	<b>0.0176</b>	<b>0.0000</b>	<b>58.5643</b>

### 3.3 Grading - 2016

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.5000e-004	1.2000e-003	0.0115	2.0000e-005	5.1000e-004	1.0000e-005	5.2000e-004	1.6000e-004	1.0000e-005	1.7000e-004	0.0000	1.4117	1.4117	9.0000e-005	0.0000	1.4135
<b>Total</b>	<b>8.5000e-004</b>	<b>1.2000e-003</b>	<b>0.0115</b>	<b>2.0000e-005</b>	<b>5.1000e-004</b>	<b>1.0000e-005</b>	<b>5.2000e-004</b>	<b>1.6000e-004</b>	<b>1.0000e-005</b>	<b>1.7000e-004</b>	<b>0.0000</b>	<b>1.4117</b>	<b>1.4117</b>	<b>9.0000e-005</b>	<b>0.0000</b>	<b>1.4135</b>

### 3.3 Grading - 2017

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.6887	0.0000	2.6887	1.1149	0.0000	1.1149	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.7929	9.0470	6.0847	8.0200e-003		0.4312	0.4312		0.3967	0.3967	0.0000	744.5610	744.5610	0.2281	0.0000	749.3517
<b>Total</b>	<b>0.7929</b>	<b>9.0470</b>	<b>6.0847</b>	<b>8.0200e-003</b>	<b>2.6887</b>	<b>0.4312</b>	<b>3.1200</b>	<b>1.1149</b>	<b>0.3967</b>	<b>1.5117</b>	<b>0.0000</b>	<b>744.5610</b>	<b>744.5610</b>	<b>0.2281</b>	<b>0.0000</b>	<b>749.3517</b>

### 3.3 Grading - 2017

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	tons/yr										MT/yr						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.9400e-003	0.0142	0.1345	2.5000e-004	0.0215	1.4000e-004	0.0216	5.7100e-003	1.3000e-004	5.8300e-003	0.0000	17.6011	17.6011	1.0600e-003	0.0000	17.6233	
<b>Total</b>	<b>9.9400e-003</b>	<b>0.0142</b>	<b>0.1345</b>	<b>2.5000e-004</b>	<b>0.0215</b>	<b>1.4000e-004</b>	<b>0.0216</b>	<b>5.7100e-003</b>	<b>1.3000e-004</b>	<b>5.8300e-003</b>	<b>0.0000</b>	<b>17.6011</b>	<b>17.6011</b>	<b>1.0600e-003</b>	<b>0.0000</b>	<b>17.6233</b>	

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.9962	0.0000	0.9962	0.4131	0.0000	0.4131	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1967	3.8714	4.9326	8.0200e-003		0.1720	0.1720		0.1720	0.1720	0.0000	744.5601	744.5601	0.2281	0.0000	749.3509
<b>Total</b>	<b>0.1967</b>	<b>3.8714</b>	<b>4.9326</b>	<b>8.0200e-003</b>	<b>0.9962</b>	<b>0.1720</b>	<b>1.1682</b>	<b>0.4131</b>	<b>0.1720</b>	<b>0.5851</b>	<b>0.0000</b>	<b>744.5601</b>	<b>744.5601</b>	<b>0.2281</b>	<b>0.0000</b>	<b>749.3509</b>

### 3.3 Grading - 2017

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.9400e-003	0.0142	0.1345	2.5000e-004	6.5800e-003	1.4000e-004	6.7100e-003	2.0400e-003	1.3000e-004	2.1700e-003	0.0000	17.6011	17.6011	1.0600e-003	0.0000	17.6233
<b>Total</b>	<b>9.9400e-003</b>	<b>0.0142</b>	<b>0.1345</b>	<b>2.5000e-004</b>	<b>6.5800e-003</b>	<b>1.4000e-004</b>	<b>6.7100e-003</b>	<b>2.0400e-003</b>	<b>1.3000e-004</b>	<b>2.1700e-003</b>	<b>0.0000</b>	<b>17.6011</b>	<b>17.6011</b>	<b>1.0600e-003</b>	<b>0.0000</b>	<b>17.6233</b>

### 3.3 Grading - 2018

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.6887	0.0000	2.6887	1.1149	0.0000	1.1149	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.6903	7.7692	5.5210	8.0500e-003		0.3638	0.3638		0.3347	0.3347	0.0000	735.5190	735.5190	0.2290	0.0000	740.3275
<b>Total</b>	<b>0.6903</b>	<b>7.7692</b>	<b>5.5210</b>	<b>8.0500e-003</b>	<b>2.6887</b>	<b>0.3638</b>	<b>3.0526</b>	<b>1.1149</b>	<b>0.3347</b>	<b>1.4497</b>	<b>0.0000</b>	<b>735.5190</b>	<b>735.5190</b>	<b>0.2290</b>	<b>0.0000</b>	<b>740.3275</b>

### 3.3 Grading - 2018

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	tons/yr										MT/yr						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.0000e-003	0.0130	0.1228	2.5000e-004	0.0216	1.4000e-004	0.0217	5.7300e-003	1.3000e-004	5.8500e-003	0.0000	16.9868	16.9868	9.9000e-004	0.0000	17.0075	
<b>Total</b>	<b>9.0000e-003</b>	<b>0.0130</b>	<b>0.1228</b>	<b>2.5000e-004</b>	<b>0.0216</b>	<b>1.4000e-004</b>	<b>0.0217</b>	<b>5.7300e-003</b>	<b>1.3000e-004</b>	<b>5.8500e-003</b>	<b>0.0000</b>	<b>16.9868</b>	<b>16.9868</b>	<b>9.9000e-004</b>	<b>0.0000</b>	<b>17.0075</b>	

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.9962	0.0000	0.9962	0.4131	0.0000	0.4131	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1974	3.8863	4.9516	8.0500e-003		0.1727	0.1727		0.1727	0.1727	0.0000	735.5182	735.5182	0.2290	0.0000	740.3267
<b>Total</b>	<b>0.1974</b>	<b>3.8863</b>	<b>4.9516</b>	<b>8.0500e-003</b>	<b>0.9962</b>	<b>0.1727</b>	<b>1.1689</b>	<b>0.4131</b>	<b>0.1727</b>	<b>0.5858</b>	<b>0.0000</b>	<b>735.5182</b>	<b>735.5182</b>	<b>0.2290</b>	<b>0.0000</b>	<b>740.3267</b>

### 3.3 Grading - 2018

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.0000e-003	0.0130	0.1228	2.5000e-004	6.6000e-003	1.4000e-004	6.7400e-003	2.0500e-003	1.3000e-004	2.1800e-003	0.0000	16.9868	16.9868	9.9000e-004	0.0000	17.0075
<b>Total</b>	<b>9.0000e-003</b>	<b>0.0130</b>	<b>0.1228</b>	<b>2.5000e-004</b>	<b>6.6000e-003</b>	<b>1.4000e-004</b>	<b>6.7400e-003</b>	<b>2.0500e-003</b>	<b>1.3000e-004</b>	<b>2.1800e-003</b>	<b>0.0000</b>	<b>16.9868</b>	<b>16.9868</b>	<b>9.9000e-004</b>	<b>0.0000</b>	<b>17.0075</b>

### 3.3 Grading - 2019

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.6887	0.0000	2.6887	1.1149	0.0000	1.1149	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1932	2.1408	1.5914	2.4400e-003		0.0989	0.0989		0.0910	0.0910	0.0000	218.9915	218.9915	0.0693	0.0000	220.4465
<b>Total</b>	<b>0.1932</b>	<b>2.1408</b>	<b>1.5914</b>	<b>2.4400e-003</b>	<b>2.6887</b>	<b>0.0989</b>	<b>2.7877</b>	<b>1.1149</b>	<b>0.0910</b>	<b>1.2060</b>	<b>0.0000</b>	<b>218.9915</b>	<b>218.9915</b>	<b>0.0693</b>	<b>0.0000</b>	<b>220.4465</b>



### 3.3 Grading - 2019

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	tons/yr										MT/yr						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.5000e-003	3.6400e-003	0.0344	8.0000e-005	6.5300e-003	4.0000e-005	6.5700e-003	1.7300e-003	4.0000e-005	1.7700e-003	0.0000	4.9486	4.9486	2.8000e-004	0.0000	4.9545	
<b>Total</b>	<b>2.5000e-003</b>	<b>3.6400e-003</b>	<b>0.0344</b>	<b>8.0000e-005</b>	<b>6.5300e-003</b>	<b>4.0000e-005</b>	<b>6.5700e-003</b>	<b>1.7300e-003</b>	<b>4.0000e-005</b>	<b>1.7700e-003</b>	<b>0.0000</b>	<b>4.9486</b>	<b>4.9486</b>	<b>2.8000e-004</b>	<b>0.0000</b>	<b>4.9545</b>	

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.9962	0.0000	0.9962	0.4131	0.0000	0.4131	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0598	1.1763	1.4988	2.4400e-003		0.0523	0.0523		0.0523	0.0523	0.0000	218.9913	218.9913	0.0693	0.0000	220.4463
<b>Total</b>	<b>0.0598</b>	<b>1.1763</b>	<b>1.4988</b>	<b>2.4400e-003</b>	<b>0.9962</b>	<b>0.0523</b>	<b>1.0485</b>	<b>0.4131</b>	<b>0.0523</b>	<b>0.4654</b>	<b>0.0000</b>	<b>218.9913</b>	<b>218.9913</b>	<b>0.0693</b>	<b>0.0000</b>	<b>220.4463</b>

### 3.3 Grading - 2019

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.5000e-003	3.6400e-003	0.0344	8.0000e-005	2.0000e-003	4.0000e-005	2.0400e-003	6.2000e-004	4.0000e-005	6.6000e-004	0.0000	4.9486	4.9486	2.8000e-004	0.0000	4.9545
<b>Total</b>	<b>2.5000e-003</b>	<b>3.6400e-003</b>	<b>0.0344</b>	<b>8.0000e-005</b>	<b>2.0000e-003</b>	<b>4.0000e-005</b>	<b>2.0400e-003</b>	<b>6.2000e-004</b>	<b>4.0000e-005</b>	<b>6.6000e-004</b>	<b>0.0000</b>	<b>4.9486</b>	<b>4.9486</b>	<b>2.8000e-004</b>	<b>0.0000</b>	<b>4.9545</b>

### 3.4 Building Construction - 2019

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2152	1.9183	1.5665	2.4500e-003		0.1176	0.1176		0.1106	0.1106	0.0000	214.2223	214.2223	0.0521	0.0000	215.3169
<b>Total</b>	<b>0.2152</b>	<b>1.9183</b>	<b>1.5665</b>	<b>2.4500e-003</b>		<b>0.1176</b>	<b>0.1176</b>		<b>0.1106</b>	<b>0.1106</b>	<b>0.0000</b>	<b>214.2223</b>	<b>214.2223</b>	<b>0.0521</b>	<b>0.0000</b>	<b>215.3169</b>

### 3.4 Building Construction - 2019

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	tons/yr										MT/yr						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.1286	0.9242	1.8704	2.7700e-003	0.0818	0.0191	0.1008	0.0232	0.0176	0.0408	0.0000	238.7599	238.7599	1.5600e-003	0.0000	0.0000	238.7926
Worker	0.1690	0.2460	2.3221	5.0900e-003	0.4410	2.7900e-003	0.4438	0.1171	2.5900e-003	0.1197	0.0000	334.1494	334.1494	0.0191	0.0000	0.0000	334.5504
<b>Total</b>	<b>0.2976</b>	<b>1.1702</b>	<b>4.1925</b>	<b>7.8600e-003</b>	<b>0.5228</b>	<b>0.0219</b>	<b>0.5446</b>	<b>0.1403</b>	<b>0.0202</b>	<b>0.1604</b>	<b>0.0000</b>	<b>572.9092</b>	<b>572.9092</b>	<b>0.0207</b>	<b>0.0000</b>	<b>0.0000</b>	<b>573.3430</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	tons/yr										MT/yr						
Off-Road	0.0614	1.2969	1.6301	2.4500e-003		0.0825	0.0825		0.0825	0.0825	0.0000	214.2221	214.2221	0.0521	0.0000	0.0000	215.3166
<b>Total</b>	<b>0.0614</b>	<b>1.2969</b>	<b>1.6301</b>	<b>2.4500e-003</b>		<b>0.0825</b>	<b>0.0825</b>		<b>0.0825</b>	<b>0.0825</b>	<b>0.0000</b>	<b>214.2221</b>	<b>214.2221</b>	<b>0.0521</b>	<b>0.0000</b>	<b>0.0000</b>	<b>215.3166</b>

### 3.4 Building Construction - 2019

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.1286	0.9242	1.8704	2.7700e-003	0.0338	0.0191	0.0529	0.0114	0.0176	0.0290	0.0000	238.7599	238.7599	1.5600e-003	0.0000	238.7926
Worker	0.1690	0.2460	2.3221	5.0900e-003	0.1349	2.7900e-003	0.1377	0.0420	2.5900e-003	0.0445	0.0000	334.1494	334.1494	0.0191	0.0000	334.5504
<b>Total</b>	<b>0.2976</b>	<b>1.1702</b>	<b>4.1925</b>	<b>7.8600e-003</b>	<b>0.1687</b>	<b>0.0219</b>	<b>0.1906</b>	<b>0.0534</b>	<b>0.0202</b>	<b>0.0735</b>	<b>0.0000</b>	<b>572.9092</b>	<b>572.9092</b>	<b>0.0207</b>	<b>0.0000</b>	<b>573.3430</b>

### 3.4 Building Construction - 2020

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2766	2.5000	2.2019	3.5100e-003		0.1458	0.1458		0.1371	0.1371	0.0000	302.1514	302.1514	0.0736	0.0000	303.6973
<b>Total</b>	<b>0.2766</b>	<b>2.5000</b>	<b>2.2019</b>	<b>3.5100e-003</b>		<b>0.1458</b>	<b>0.1458</b>		<b>0.1371</b>	<b>0.1371</b>	<b>0.0000</b>	<b>302.1514</b>	<b>302.1514</b>	<b>0.0736</b>	<b>0.0000</b>	<b>303.6973</b>

### 3.4 Building Construction - 2020

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	tons/yr										MT/yr						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.1578	1.1253	2.4581	3.9500e-003	0.1170	0.0246	0.1416	0.0332	0.0226	0.0558	0.0000	333.7153	333.7153	2.1500e-003	0.0000	0.0000	333.7604
Worker	0.2256	0.3299	3.1084	7.2900e-003	0.6314	4.0100e-003	0.6354	0.1676	3.7100e-003	0.1713	0.0000	458.9780	458.9780	0.0261	0.0000	0.0000	459.5252
<b>Total</b>	<b>0.3834</b>	<b>1.4552</b>	<b>5.5665</b>	<b>0.0112</b>	<b>0.7484</b>	<b>0.0286</b>	<b>0.7769</b>	<b>0.2008</b>	<b>0.0263</b>	<b>0.2271</b>	<b>0.0000</b>	<b>792.6933</b>	<b>792.6933</b>	<b>0.0282</b>	<b>0.0000</b>	<b>0.0000</b>	<b>793.2856</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	tons/yr										MT/yr						
Off-Road	0.0879	1.8568	2.3338	3.5100e-003		0.1181	0.1181		0.1181	0.1181	0.0000	302.1510	302.1510	0.0736	0.0000	0.0000	303.6969
<b>Total</b>	<b>0.0879</b>	<b>1.8568</b>	<b>2.3338</b>	<b>3.5100e-003</b>		<b>0.1181</b>	<b>0.1181</b>		<b>0.1181</b>	<b>0.1181</b>	<b>0.0000</b>	<b>302.1510</b>	<b>302.1510</b>	<b>0.0736</b>	<b>0.0000</b>	<b>0.0000</b>	<b>303.6969</b>

### 3.4 Building Construction - 2020

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.1578	1.1253	2.4581	3.9500e-003	0.0484	0.0246	0.0729	0.0164	0.0226	0.0390	0.0000	333.7153	333.7153	2.1500e-003	0.0000	333.7604
Worker	0.2256	0.3299	3.1084	7.2900e-003	0.1932	4.0100e-003	0.1972	0.0601	3.7100e-003	0.0638	0.0000	458.9780	458.9780	0.0261	0.0000	459.5252
<b>Total</b>	<b>0.3834</b>	<b>1.4552</b>	<b>5.5665</b>	<b>0.0112</b>	<b>0.2415</b>	<b>0.0286</b>	<b>0.2701</b>	<b>0.0764</b>	<b>0.0263</b>	<b>0.1027</b>	<b>0.0000</b>	<b>792.6933</b>	<b>792.6933</b>	<b>0.0282</b>	<b>0.0000</b>	<b>793.2856</b>

### 3.4 Building Construction - 2021

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2471	2.2629	2.1582	3.5000e-003		0.1246	0.1246		0.1172	0.1172	0.0000	301.0339	301.0339	0.0725	0.0000	302.5568
<b>Total</b>	<b>0.2471</b>	<b>2.2629</b>	<b>2.1582</b>	<b>3.5000e-003</b>		<b>0.1246</b>	<b>0.1246</b>		<b>0.1172</b>	<b>0.1172</b>	<b>0.0000</b>	<b>301.0339</b>	<b>301.0339</b>	<b>0.0725</b>	<b>0.0000</b>	<b>302.5568</b>

### 3.4 Building Construction - 2021

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.1463	0.9248	2.3435	3.9300e-003	0.1165	0.0213	0.1378	0.0331	0.0196	0.0527	0.0000	331.9812	331.9812	2.1600e-003	0.0000	332.0265
Worker	0.2130	0.3118	2.9494	7.2700e-003	0.6290	4.0400e-003	0.6330	0.1670	3.7500e-003	0.1707	0.0000	450.4960	450.4960	0.0252	0.0000	451.0257
<b>Total</b>	<b>0.3592</b>	<b>1.2366</b>	<b>5.2930</b>	<b>0.0112</b>	<b>0.7455</b>	<b>0.0253</b>	<b>0.7708</b>	<b>0.2001</b>	<b>0.0234</b>	<b>0.2234</b>	<b>0.0000</b>	<b>782.4772</b>	<b>782.4772</b>	<b>0.0274</b>	<b>0.0000</b>	<b>783.0522</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0876	1.8497	2.3249	3.5000e-003		0.1177	0.1177		0.1177	0.1177	0.0000	301.0335	301.0335	0.0725	0.0000	302.5565
<b>Total</b>	<b>0.0876</b>	<b>1.8497</b>	<b>2.3249</b>	<b>3.5000e-003</b>		<b>0.1177</b>	<b>0.1177</b>		<b>0.1177</b>	<b>0.1177</b>	<b>0.0000</b>	<b>301.0335</b>	<b>301.0335</b>	<b>0.0725</b>	<b>0.0000</b>	<b>302.5565</b>

### 3.4 Building Construction - 2021

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.1463	0.9248	2.3435	3.9300e-003	0.0482	0.0213	0.0695	0.0163	0.0196	0.0359	0.0000	331.9812	331.9812	2.1600e-003	0.0000	332.0265
Worker	0.2130	0.3118	2.9494	7.2700e-003	0.1925	4.0400e-003	0.1965	0.0598	3.7500e-003	0.0636	0.0000	450.4960	450.4960	0.0252	0.0000	451.0257
<b>Total</b>	<b>0.3592</b>	<b>1.2366</b>	<b>5.2930</b>	<b>0.0112</b>	<b>0.2406</b>	<b>0.0253</b>	<b>0.2659</b>	<b>0.0761</b>	<b>0.0234</b>	<b>0.0995</b>	<b>0.0000</b>	<b>782.4772</b>	<b>782.4772</b>	<b>0.0274</b>	<b>0.0000</b>	<b>783.0522</b>

### 3.4 Building Construction - 2022

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2209	2.0197	2.1226	3.4900e-003		0.1047	0.1047		0.0986	0.0986	0.0000	299.9946	299.9946	0.0718	0.0000	301.5017
<b>Total</b>	<b>0.2209</b>	<b>2.0197</b>	<b>2.1226</b>	<b>3.4900e-003</b>		<b>0.1047</b>	<b>0.1047</b>		<b>0.0986</b>	<b>0.0986</b>	<b>0.0000</b>	<b>299.9946</b>	<b>299.9946</b>	<b>0.0718</b>	<b>0.0000</b>	<b>301.5017</b>



### 3.4 Building Construction - 2022

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.1414	0.8287	2.2931	3.9000e-003	0.1161	0.0209	0.1369	0.0329	0.0192	0.0521	0.0000	330.2883	330.2883	2.1900e-003	0.0000	330.3342
Worker	0.2024	0.2981	2.7992	7.2400e-003	0.6266	4.0400e-003	0.6306	0.1663	3.7500e-003	0.1701	0.0000	442.1681	442.1681	0.0244	0.0000	442.6809
<b>Total</b>	<b>0.3439</b>	<b>1.1268</b>	<b>5.0924</b>	<b>0.0111</b>	<b>0.7426</b>	<b>0.0249</b>	<b>0.7675</b>	<b>0.1993</b>	<b>0.0230</b>	<b>0.2222</b>	<b>0.0000</b>	<b>772.4564</b>	<b>772.4564</b>	<b>0.0266</b>	<b>0.0000</b>	<b>773.0151</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0873	1.8426	2.3160	3.4900e-003		0.1172	0.1172		0.1172	0.1172	0.0000	299.9943	299.9943	0.0718	0.0000	301.5013
<b>Total</b>	<b>0.0873</b>	<b>1.8426</b>	<b>2.3160</b>	<b>3.4900e-003</b>		<b>0.1172</b>	<b>0.1172</b>		<b>0.1172</b>	<b>0.1172</b>	<b>0.0000</b>	<b>299.9943</b>	<b>299.9943</b>	<b>0.0718</b>	<b>0.0000</b>	<b>301.5013</b>

### 3.4 Building Construction - 2022

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.1414	0.8287	2.2931	3.9000e-003	0.0479	0.0209	0.0688	0.0162	0.0192	0.0354	0.0000	330.2883	330.2883	2.1900e-003	0.0000	330.3342
Worker	0.2024	0.2981	2.7992	7.2400e-003	0.1917	4.0400e-003	0.1958	0.0596	3.7500e-003	0.0634	0.0000	442.1681	442.1681	0.0244	0.0000	442.6809
<b>Total</b>	<b>0.3439</b>	<b>1.1268</b>	<b>5.0924</b>	<b>0.0111</b>	<b>0.2397</b>	<b>0.0249</b>	<b>0.2646</b>	<b>0.0758</b>	<b>0.0230</b>	<b>0.0988</b>	<b>0.0000</b>	<b>772.4564</b>	<b>772.4564</b>	<b>0.0266</b>	<b>0.0000</b>	<b>773.0151</b>

### 3.4 Building Construction - 2023

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1527	1.3955	1.5804	2.6200e-003		0.0679	0.0679		0.0639	0.0639	0.0000	225.0735	225.0735	0.0535	0.0000	226.1962
<b>Total</b>	<b>0.1527</b>	<b>1.3955</b>	<b>1.5804</b>	<b>2.6200e-003</b>		<b>0.0679</b>	<b>0.0679</b>		<b>0.0639</b>	<b>0.0639</b>	<b>0.0000</b>	<b>225.0735</b>	<b>225.0735</b>	<b>0.0535</b>	<b>0.0000</b>	<b>226.1962</b>

### 3.4 Building Construction - 2023

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0991	0.5477	1.6552	2.9200e-003	0.0870	0.0150	0.1020	0.0247	0.0138	0.0385	0.0000	247.0942	247.0942	1.5400e-003	0.0000	247.1266
Worker	0.1454	0.2158	2.0070	5.4300e-003	0.4699	3.0400e-003	0.4730	0.1248	2.8200e-003	0.1276	0.0000	327.2257	327.2257	0.0179	0.0000	327.6009
<b>Total</b>	<b>0.2445</b>	<b>0.7634</b>	<b>3.6622</b>	<b>8.3500e-003</b>	<b>0.5569</b>	<b>0.0181</b>	<b>0.5750</b>	<b>0.1495</b>	<b>0.0166</b>	<b>0.1661</b>	<b>0.0000</b>	<b>574.3198</b>	<b>574.3198</b>	<b>0.0194</b>	<b>0.0000</b>	<b>574.7274</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0654	1.3820	1.7370	2.6200e-003		0.0879	0.0879		0.0879	0.0879	0.0000	225.0732	225.0732	0.0535	0.0000	226.1959
<b>Total</b>	<b>0.0654</b>	<b>1.3820</b>	<b>1.7370</b>	<b>2.6200e-003</b>		<b>0.0879</b>	<b>0.0879</b>		<b>0.0879</b>	<b>0.0879</b>	<b>0.0000</b>	<b>225.0732</b>	<b>225.0732</b>	<b>0.0535</b>	<b>0.0000</b>	<b>226.1959</b>

### 3.4 Building Construction - 2023

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0991	0.5477	1.6552	2.9200e-003	0.0359	0.0150	0.0510	0.0122	0.0138	0.0260	0.0000	247.0942	247.0942	1.5400e-003	0.0000	247.1266
Worker	0.1454	0.2158	2.0070	5.4300e-003	0.1438	3.0400e-003	0.1468	0.0447	2.8200e-003	0.0475	0.0000	327.2257	327.2257	0.0179	0.0000	327.6009
<b>Total</b>	<b>0.2445</b>	<b>0.7634</b>	<b>3.6622</b>	<b>8.3500e-003</b>	<b>0.1797</b>	<b>0.0181</b>	<b>0.1978</b>	<b>0.0569</b>	<b>0.0166</b>	<b>0.0735</b>	<b>0.0000</b>	<b>574.3198</b>	<b>574.3198</b>	<b>0.0194</b>	<b>0.0000</b>	<b>574.7274</b>

### 3.5 Architectural Coating - 2019

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	3.6823					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0145	0.1000	0.1004	1.6000e-004		7.0200e-003	7.0200e-003		7.0200e-003	7.0200e-003	0.0000	13.9152	13.9152	1.1800e-003	0.0000	13.9399
<b>Total</b>	<b>3.6969</b>	<b>0.1000</b>	<b>0.1004</b>	<b>1.6000e-004</b>		<b>7.0200e-003</b>	<b>7.0200e-003</b>		<b>7.0200e-003</b>	<b>7.0200e-003</b>	<b>0.0000</b>	<b>13.9152</b>	<b>13.9152</b>	<b>1.1800e-003</b>	<b>0.0000</b>	<b>13.9399</b>

### 3.5 Architectural Coating - 2019

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0202	0.0294	0.2776	6.1000e-004	0.0527	3.3000e-004	0.0531	0.0140	3.1000e-004	0.0143	0.0000	39.9423	39.9423	2.2800e-003	0.0000	39.9903
<b>Total</b>	<b>0.0202</b>	<b>0.0294</b>	<b>0.2776</b>	<b>6.1000e-004</b>	<b>0.0527</b>	<b>3.3000e-004</b>	<b>0.0531</b>	<b>0.0140</b>	<b>3.1000e-004</b>	<b>0.0143</b>	<b>0.0000</b>	<b>39.9423</b>	<b>39.9423</b>	<b>2.2800e-003</b>	<b>0.0000</b>	<b>39.9903</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	3.6823					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.2400e-003	0.0740	0.0999	1.6000e-004		5.1800e-003	5.1800e-003		5.1800e-003	5.1800e-003	0.0000	13.9152	13.9152	1.1800e-003	0.0000	13.9399
<b>Total</b>	<b>3.6856</b>	<b>0.0740</b>	<b>0.0999</b>	<b>1.6000e-004</b>		<b>5.1800e-003</b>	<b>5.1800e-003</b>		<b>5.1800e-003</b>	<b>5.1800e-003</b>	<b>0.0000</b>	<b>13.9152</b>	<b>13.9152</b>	<b>1.1800e-003</b>	<b>0.0000</b>	<b>13.9399</b>

### 3.5 Architectural Coating - 2019

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0202	0.0294	0.2776	6.1000e-004	0.0161	3.3000e-004	0.0165	5.0100e-003	3.1000e-004	5.3200e-003	0.0000	39.9423	39.9423	2.2800e-003	0.0000	39.9903
<b>Total</b>	<b>0.0202</b>	<b>0.0294</b>	<b>0.2776</b>	<b>6.1000e-004</b>	<b>0.0161</b>	<b>3.3000e-004</b>	<b>0.0165</b>	<b>5.0100e-003</b>	<b>3.1000e-004</b>	<b>5.3200e-003</b>	<b>0.0000</b>	<b>39.9423</b>	<b>39.9423</b>	<b>2.2800e-003</b>	<b>0.0000</b>	<b>39.9903</b>

### 3.5 Architectural Coating - 2020

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	8.8511					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0317	0.2206	0.2399	3.9000e-004		0.0145	0.0145		0.0145	0.0145	0.0000	33.4476	33.4476	2.5900e-003	0.0000	33.5020
<b>Total</b>	<b>8.8829</b>	<b>0.2206</b>	<b>0.2399</b>	<b>3.9000e-004</b>		<b>0.0145</b>	<b>0.0145</b>		<b>0.0145</b>	<b>0.0145</b>	<b>0.0000</b>	<b>33.4476</b>	<b>33.4476</b>	<b>2.5900e-003</b>	<b>0.0000</b>	<b>33.5020</b>

### 3.5 Architectural Coating - 2020

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0453	0.0662	0.6238	1.4600e-003	0.1267	8.0000e-004	0.1275	0.0336	7.5000e-004	0.0344	0.0000	92.1105	92.1105	5.2300e-003	0.0000	92.2203
<b>Total</b>	<b>0.0453</b>	<b>0.0662</b>	<b>0.6238</b>	<b>1.4600e-003</b>	<b>0.1267</b>	<b>8.0000e-004</b>	<b>0.1275</b>	<b>0.0336</b>	<b>7.5000e-004</b>	<b>0.0344</b>	<b>0.0000</b>	<b>92.1105</b>	<b>92.1105</b>	<b>5.2300e-003</b>	<b>0.0000</b>	<b>92.2203</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	8.8511					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.7900e-003	0.1778	0.2401	3.9000e-004		0.0125	0.0125		0.0125	0.0125	0.0000	33.4476	33.4476	2.5900e-003	0.0000	33.5020
<b>Total</b>	<b>8.8589</b>	<b>0.1778</b>	<b>0.2401</b>	<b>3.9000e-004</b>		<b>0.0125</b>	<b>0.0125</b>		<b>0.0125</b>	<b>0.0125</b>	<b>0.0000</b>	<b>33.4476</b>	<b>33.4476</b>	<b>2.5900e-003</b>	<b>0.0000</b>	<b>33.5020</b>

### 3.5 Architectural Coating - 2020

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0453	0.0662	0.6238	1.4600e-003	0.0388	8.0000e-004	0.0396	0.0121	7.5000e-004	0.0128	0.0000	92.1105	92.1105	5.2300e-003	0.0000	92.2203
<b>Total</b>	<b>0.0453</b>	<b>0.0662</b>	<b>0.6238</b>	<b>1.4600e-003</b>	<b>0.0388</b>	<b>8.0000e-004</b>	<b>0.0396</b>	<b>0.0121</b>	<b>7.5000e-004</b>	<b>0.0128</b>	<b>0.0000</b>	<b>92.1105</b>	<b>92.1105</b>	<b>5.2300e-003</b>	<b>0.0000</b>	<b>92.2203</b>

### 3.5 Architectural Coating - 2021

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	8.8174					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0286	0.1993	0.2372	3.9000e-004		0.0123	0.0123		0.0123	0.0123	0.0000	33.3200	33.3200	2.2900e-003	0.0000	33.3680
<b>Total</b>	<b>8.8459</b>	<b>0.1993</b>	<b>0.2372</b>	<b>3.9000e-004</b>		<b>0.0123</b>	<b>0.0123</b>		<b>0.0123</b>	<b>0.0123</b>	<b>0.0000</b>	<b>33.3200</b>	<b>33.3200</b>	<b>2.2900e-003</b>	<b>0.0000</b>	<b>33.3680</b>



### 3.5 Architectural Coating - 2021

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0427	0.0626	0.5919	1.4600e-003	0.1262	8.1000e-004	0.1270	0.0335	7.5000e-004	0.0343	0.0000	90.4083	90.4083	5.0600e-003	0.0000	90.5146
<b>Total</b>	<b>0.0427</b>	<b>0.0626</b>	<b>0.5919</b>	<b>1.4600e-003</b>	<b>0.1262</b>	<b>8.1000e-004</b>	<b>0.1270</b>	<b>0.0335</b>	<b>7.5000e-004</b>	<b>0.0343</b>	<b>0.0000</b>	<b>90.4083</b>	<b>90.4083</b>	<b>5.0600e-003</b>	<b>0.0000</b>	<b>90.5146</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	8.8174					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.7600e-003	0.1771	0.2391	3.9000e-004		0.0124	0.0124		0.0124	0.0124	0.0000	33.3199	33.3199	2.2900e-003	0.0000	33.3679
<b>Total</b>	<b>8.8251</b>	<b>0.1771</b>	<b>0.2391</b>	<b>3.9000e-004</b>		<b>0.0124</b>	<b>0.0124</b>		<b>0.0124</b>	<b>0.0124</b>	<b>0.0000</b>	<b>33.3199</b>	<b>33.3199</b>	<b>2.2900e-003</b>	<b>0.0000</b>	<b>33.3679</b>

### 3.5 Architectural Coating - 2021

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0427	0.0626	0.5919	1.4600e-003	0.0386	8.1000e-004	0.0394	0.0120	7.5000e-004	0.0128	0.0000	90.4083	90.4083	5.0600e-003	0.0000	90.5146
<b>Total</b>	<b>0.0427</b>	<b>0.0626</b>	<b>0.5919</b>	<b>1.4600e-003</b>	<b>0.0386</b>	<b>8.1000e-004</b>	<b>0.0394</b>	<b>0.0120</b>	<b>7.5000e-004</b>	<b>0.0128</b>	<b>0.0000</b>	<b>90.4083</b>	<b>90.4083</b>	<b>5.0600e-003</b>	<b>0.0000</b>	<b>90.5146</b>

### 3.5 Architectural Coating - 2022

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	8.7836					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0266	0.1831	0.2358	3.9000e-004		0.0106	0.0106		0.0106	0.0106	0.0000	33.1923	33.1923	2.1600e-003	0.0000	33.2377
<b>Total</b>	<b>8.8102</b>	<b>0.1831</b>	<b>0.2358</b>	<b>3.9000e-004</b>		<b>0.0106</b>	<b>0.0106</b>		<b>0.0106</b>	<b>0.0106</b>	<b>0.0000</b>	<b>33.1923</b>	<b>33.1923</b>	<b>2.1600e-003</b>	<b>0.0000</b>	<b>33.2377</b>

### 3.5 Architectural Coating - 2022

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0406	0.0598	0.5618	1.4500e-003	0.1257	8.1000e-004	0.1266	0.0334	7.5000e-004	0.0341	0.0000	88.7370	88.7370	4.9000e-003	0.0000	88.8399
<b>Total</b>	<b>0.0406</b>	<b>0.0598</b>	<b>0.5618</b>	<b>1.4500e-003</b>	<b>0.1257</b>	<b>8.1000e-004</b>	<b>0.1266</b>	<b>0.0334</b>	<b>7.5000e-004</b>	<b>0.0341</b>	<b>0.0000</b>	<b>88.7370</b>	<b>88.7370</b>	<b>4.9000e-003</b>	<b>0.0000</b>	<b>88.8399</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	8.7836					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.7300e-003	0.1764	0.2382	3.9000e-004		0.0124	0.0124		0.0124	0.0124	0.0000	33.1923	33.1923	2.1600e-003	0.0000	33.2376
<b>Total</b>	<b>8.7913</b>	<b>0.1764</b>	<b>0.2382</b>	<b>3.9000e-004</b>		<b>0.0124</b>	<b>0.0124</b>		<b>0.0124</b>	<b>0.0124</b>	<b>0.0000</b>	<b>33.1923</b>	<b>33.1923</b>	<b>2.1600e-003</b>	<b>0.0000</b>	<b>33.2376</b>

### 3.5 Architectural Coating - 2022

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0406	0.0598	0.5618	1.4500e-003	0.0385	8.1000e-004	0.0393	0.0120	7.5000e-004	0.0127	0.0000	88.7370	88.7370	4.9000e-003	0.0000	88.8399
<b>Total</b>	<b>0.0406</b>	<b>0.0598</b>	<b>0.5618</b>	<b>1.4500e-003</b>	<b>0.0385</b>	<b>8.1000e-004</b>	<b>0.0393</b>	<b>0.0120</b>	<b>7.5000e-004</b>	<b>0.0127</b>	<b>0.0000</b>	<b>88.7370</b>	<b>88.7370</b>	<b>4.9000e-003</b>	<b>0.0000</b>	<b>88.8399</b>

### 3.5 Architectural Coating - 2023

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	8.6147					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0244	0.1661	0.2309	3.8000e-004		9.0300e-003	9.0300e-003		9.0300e-003	9.0300e-003	0.0000	32.5540	32.5540	1.9500e-003	0.0000	32.5949
<b>Total</b>	<b>8.6391</b>	<b>0.1661</b>	<b>0.2309</b>	<b>3.8000e-004</b>		<b>9.0300e-003</b>	<b>9.0300e-003</b>		<b>9.0300e-003</b>	<b>9.0300e-003</b>	<b>0.0000</b>	<b>32.5540</b>	<b>32.5540</b>	<b>1.9500e-003</b>	<b>0.0000</b>	<b>32.5949</b>

### 3.5 Architectural Coating - 2023

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0382	0.0566	0.5267	1.4300e-003	0.1233	8.0000e-004	0.1241	0.0327	7.4000e-004	0.0335	0.0000	85.8757	85.8757	4.6900e-003	0.0000	85.9742
<b>Total</b>	<b>0.0382</b>	<b>0.0566</b>	<b>0.5267</b>	<b>1.4300e-003</b>	<b>0.1233</b>	<b>8.0000e-004</b>	<b>0.1241</b>	<b>0.0327</b>	<b>7.4000e-004</b>	<b>0.0335</b>	<b>0.0000</b>	<b>85.8757</b>	<b>85.8757</b>	<b>4.6900e-003</b>	<b>0.0000</b>	<b>85.9742</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	8.6147					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.5800e-003	0.1730	0.2336	3.8000e-004		0.0121	0.0121		0.0121	0.0121	0.0000	32.5540	32.5540	1.9500e-003	0.0000	32.5949
<b>Total</b>	<b>8.6222</b>	<b>0.1730</b>	<b>0.2336</b>	<b>3.8000e-004</b>		<b>0.0121</b>	<b>0.0121</b>		<b>0.0121</b>	<b>0.0121</b>	<b>0.0000</b>	<b>32.5540</b>	<b>32.5540</b>	<b>1.9500e-003</b>	<b>0.0000</b>	<b>32.5949</b>

### 3.5 Architectural Coating - 2023

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0382	0.0566	0.5267	1.4300e-003	0.0377	8.0000e-004	0.0385	0.0117	7.4000e-004	0.0125	0.0000	85.8757	85.8757	4.6900e-003	0.0000	85.9742
<b>Total</b>	<b>0.0382</b>	<b>0.0566</b>	<b>0.5267</b>	<b>1.4300e-003</b>	<b>0.0377</b>	<b>8.0000e-004</b>	<b>0.0385</b>	<b>0.0117</b>	<b>7.4000e-004</b>	<b>0.0125</b>	<b>0.0000</b>	<b>85.8757</b>	<b>85.8757</b>	<b>4.6900e-003</b>	<b>0.0000</b>	<b>85.9742</b>

### 3.6 Paving - 2023

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0218	0.2150	0.3071	4.8000e-004		0.0108	0.0108		9.9100e-003	9.9100e-003	0.0000	42.1416	42.1416	0.0136	0.0000	42.4279
Paving	0.0485					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0703</b>	<b>0.2150</b>	<b>0.3071</b>	<b>4.8000e-004</b>		<b>0.0108</b>	<b>0.0108</b>		<b>9.9100e-003</b>	<b>9.9100e-003</b>	<b>0.0000</b>	<b>42.1416</b>	<b>42.1416</b>	<b>0.0136</b>	<b>0.0000</b>	<b>42.4279</b>

### 3.6 Paving - 2023

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.2000e-004	1.2200e-003	0.0114	3.0000e-005	2.6700e-003	2.0000e-005	2.6800e-003	7.1000e-004	2.0000e-005	7.2000e-004	0.0000	1.8565	1.8565	1.0000e-004	0.0000	1.8587
<b>Total</b>	<b>8.2000e-004</b>	<b>1.2200e-003</b>	<b>0.0114</b>	<b>3.0000e-005</b>	<b>2.6700e-003</b>	<b>2.0000e-005</b>	<b>2.6800e-003</b>	<b>7.1000e-004</b>	<b>2.0000e-005</b>	<b>7.2000e-004</b>	<b>0.0000</b>	<b>1.8565</b>	<b>1.8565</b>	<b>1.0000e-004</b>	<b>0.0000</b>	<b>1.8587</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0118	0.2379	0.3639	4.8000e-004		0.0129	0.0129		0.0129	0.0129	0.0000	42.1416	42.1416	0.0136	0.0000	42.4278
Paving	0.0485					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<b>Total</b>	<b>0.0603</b>	<b>0.2379</b>	<b>0.3639</b>	<b>4.8000e-004</b>		<b>0.0129</b>	<b>0.0129</b>		<b>0.0129</b>	<b>0.0129</b>	<b>0.0000</b>	<b>42.1416</b>	<b>42.1416</b>	<b>0.0136</b>	<b>0.0000</b>	<b>42.4278</b>

### 3.6 Paving - 2023

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.2000e-004	1.2200e-003	0.0114	3.0000e-005	8.2000e-004	2.0000e-005	8.3000e-004	2.5000e-004	2.0000e-005	2.7000e-004	0.0000	1.8565	1.8565	1.0000e-004	0.0000	1.8587
<b>Total</b>	<b>8.2000e-004</b>	<b>1.2200e-003</b>	<b>0.0114</b>	<b>3.0000e-005</b>	<b>8.2000e-004</b>	<b>2.0000e-005</b>	<b>8.3000e-004</b>	<b>2.5000e-004</b>	<b>2.0000e-005</b>	<b>2.7000e-004</b>	<b>0.0000</b>	<b>1.8565</b>	<b>1.8565</b>	<b>1.0000e-004</b>	<b>0.0000</b>	<b>1.8587</b>

### 4.0 Operational Detail - Mobile

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#### 4.1 Mitigation Measures Mobile

Increase Density

Increase Diversity

Improve Walkability Design

Improve Destination Accessibility

Increase Transit Accessibility

Improve Pedestrian Network



	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	4.9627	9.0401	45.5480	0.0628	3.8956	0.1323	4.0279	1.0410	0.1219	1.1629	0.0000	4,407.6679	4,407.6679	0.1856	0.0000	4,411.5660
Unmitigated	5.4527	12.9841	57.7953	0.1049	6.7817	0.2174	6.9991	1.8122	0.2002	2.0124	0.0000	7,378.6705	7,378.6705	0.2882	0.0000	7,384.7218

### 4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	988.50	1,074.00	910.50	2,213,593	1,271,545
Apartments Mid Rise	527.20	572.80	485.60	1,180,583	678,157
City Park	55.65	55.65	55.65	106,102	60,948
Strip Mall	1,551.20	1,471.40	715.05	1,658,658	952,776
General Office Building	110.10	23.70	9.80	178,048	102,275
General Office Building	781.71	168.27	69.58	1,264,143	726,156
General Office Building	55.05	11.85	4.90	89,024	51,138
Golf Course	677.88	782.79	790.86	1,144,481	657,419
Golf Course	75.60	87.30	88.20	127,637	73,318
Hotel	1,143.80	1,146.60	833.00	1,633,249	938,180
Hotel	1,634.00	1,638.00	1190.00	2,333,213	1,340,257
Other Asphalt Surfaces	0.00	0.00	0.00		
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Quality Restaurant	449.75	471.80	360.80	376,413	216,221
Single Family Housing	2,440.35	2,570.40	2236.35	5,435,239	3,122,141
<b>Total</b>	<b>10,490.79</b>	<b>10,074.56</b>	<b>7,750.29</b>	<b>17,740,383</b>	<b>10,190,532</b>

### 4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	11.00	3.50	4.50	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	11.00	3.50	4.50	40.20	19.20	40.60	86	11	3
City Park	12.50	4.20	5.40	33.00	48.00	19.00	66	28	6
Strip Mall	12.50	4.20	5.40	16.60	64.40	19.00	45	40	15
General Office Building	12.50	4.20	5.40	33.00	48.00	19.00	77	19	4
General Office Building	12.50	4.20	5.40	33.00	48.00	19.00	77	19	4
General Office Building	12.50	4.20	5.40	33.00	48.00	19.00	77	19	4
Golf Course	12.50	4.20	5.40	33.00	48.00	19.00	52	39	9
Golf Course	12.50	4.20	5.40	33.00	48.00	19.00	52	39	9
Hotel	12.50	4.20	5.40	19.40	61.60	19.00	58	38	4
Hotel	12.50	4.20	5.40	19.40	61.60	19.00	58	38	4
Other Asphalt Surfaces	12.50	4.20	5.40	0.00	0.00	0.00	0	0	0
Other Non-Asphalt Surfaces	12.50	4.20	5.40	0.00	0.00	0.00	0	0	0
Quality Restaurant	12.50	4.20	5.40	12.00	69.00	19.00	38	18	44
Single Family Housing	11.00	3.50	4.50	40.20	19.20	40.60	86	11	3

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.471073	0.065210	0.167869	0.157103	0.039378	0.006346	0.011728	0.072116	0.001386	0.001196	0.003702	0.000530	0.002362

**5.0 Energy Detail**

**4.4 Fleet Mix**

Historical Energy Use: N

**5.1 Mitigation Measures Energy**

Exceed Title 24

Install High Efficiency Lighting

Install Energy Efficient Appliances

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,605.1058	2,605.1058	0.1198	0.0248	2,615.3010
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	3,258.6134	3,258.6134	0.1498	0.0310	3,271.3661
NaturalGas Mitigated	0.1609	1.4330	1.0137	8.7700e-003		0.1111	0.1111		0.1111	0.1111	0.0000	1,591.8952	1,591.8952	0.0305	0.0292	1,601.5832
NaturalGas Unmitigated	0.1849	1.6476	1.1668	0.0101		0.1278	0.1278		0.1278	0.1278	0.0000	1,829.9766	1,829.9766	0.0351	0.0336	1,841.1136

### 5.2 Energy by Land Use - NaturalGas

#### Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	959500	5.1700e-003	0.0442	0.0188	2.8000e-004		3.5700e-003	3.5700e-003		3.5700e-003	3.5700e-003	0.0000	51.2026	51.2026	9.8000e-004	9.4000e-004	51.5142
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	18250	1.0000e-004	8.9000e-004	7.5000e-004	1.0000e-005		7.0000e-005	7.0000e-005		7.0000e-005	7.0000e-005	0.0000	0.9739	0.9739	2.0000e-005	2.0000e-005	0.9798
General Office Building	259150	1.4000e-003	0.0127	0.0107	8.0000e-005		9.7000e-004	9.7000e-004		9.7000e-004	9.7000e-004	0.0000	13.8292	13.8292	2.7000e-004	2.5000e-004	13.9134
General Office Building	36500	2.0000e-004	1.7900e-003	1.5000e-003	1.0000e-005		1.4000e-004	1.4000e-004		1.4000e-004	1.4000e-004	0.0000	1.9478	1.9478	4.0000e-005	4.0000e-005	1.9596
Golf Course	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	1.04666e+007	0.0564	0.5131	0.4310	3.0800e-003		0.0390	0.0390		0.0390	0.0390	0.0000	558.5355	558.5355	0.0107	0.0102	561.9347
Hotel	1.06741e+007	0.0576	0.5232	0.4395	3.1400e-003		0.0398	0.0398		0.0398	0.0398	0.0000	569.6122	569.6122	0.0109	0.0104	573.0788
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	1.38755e+006	7.4800e-003	0.0680	0.0571	4.1000e-004		5.1700e-003	5.1700e-003		5.1700e-003	5.1700e-003	0.0000	74.0450	74.0450	1.4200e-003	1.3600e-003	74.4956
Single Family Housing	8.61056e+006	0.0464	0.3968	0.1688	2.5300e-003		0.0321	0.0321		0.0321	0.0321	0.0000	459.4925	459.4925	8.8100e-003	8.4200e-003	462.2889
Strip Mall	81200	4.4000e-004	3.9800e-003	3.3400e-003	2.0000e-005		3.0000e-004	3.0000e-004		3.0000e-004	3.0000e-004	0.0000	4.3331	4.3331	8.0000e-005	8.0000e-005	4.3595
Apartments Mid Rise	1.79906e+006	9.7000e-003	0.0829	0.0353	5.3000e-004		6.7000e-003	6.7000e-003		6.7000e-003	6.7000e-003	0.0000	96.0048	96.0048	1.8400e-003	1.7600e-003	96.5891
<b>Total</b>		<b>0.1849</b>	<b>1.6476</b>	<b>1.1668</b>	<b>0.0101</b>		<b>0.1278</b>	<b>0.1278</b>		<b>0.1278</b>	<b>0.1278</b>	<b>0.0000</b>	<b>1,829.9766</b>	<b>1,829.9766</b>	<b>0.0351</b>	<b>0.0336</b>	<b>1,841.1136</b>

### 5.2 Energy by Land Use - NaturalGas

#### Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	15512.5	8.0000e-005	7.6000e-004	6.4000e-004	0.0000		6.0000e-005	6.0000e-005		6.0000e-005	6.0000e-005	0.0000	0.8278	0.8278	2.0000e-005	2.0000e-005	0.8328
General Office Building	220278	1.1900e-003	0.0108	9.0700e-003	6.0000e-005		8.2000e-004	8.2000e-004		8.2000e-004	8.2000e-004	0.0000	11.7549	11.7549	2.3000e-004	2.2000e-004	11.8264
General Office Building	31025	1.7000e-004	1.5200e-003	1.2800e-003	1.0000e-005		1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004	0.0000	1.6556	1.6556	3.0000e-005	3.0000e-005	1.6657
Golf Course	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	9.01788e+006	0.0486	0.4421	0.3713	2.6500e-003		0.0336	0.0336		0.0336	0.0336	0.0000	481.2285	481.2285	9.2200e-003	8.8200e-003	484.1572
Hotel	9.19672e+006	0.0496	0.4508	0.3787	2.7000e-003		0.0343	0.0343		0.0343	0.0343	0.0000	490.7721	490.7721	9.4100e-003	9.0000e-003	493.7589
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	1.32625e+006	7.1500e-003	0.0650	0.0546	3.9000e-004		4.9400e-003	4.9400e-003		4.9400e-003	4.9400e-003	0.0000	70.7735	70.7735	1.3600e-003	1.3000e-003	71.2042
Single Family Housing	7.54657e+006	0.0407	0.3477	0.1480	2.2200e-003		0.0281	0.0281		0.0281	0.0281	0.0000	402.7139	402.7139	7.7200e-003	7.3800e-003	405.1647
Strip Mall	70595	3.8000e-004	3.4600e-003	2.9100e-003	2.0000e-005		2.6000e-004	2.6000e-004		2.6000e-004	2.6000e-004	0.0000	3.7672	3.7672	7.0000e-005	7.0000e-005	3.7901
Apartments Mid Rise	1.56923e+006	8.4600e-003	0.0723	0.0308	4.6000e-004		5.8500e-003	5.8500e-003		5.8500e-003	5.8500e-003	0.0000	83.7403	83.7403	1.6100e-003	1.5400e-003	84.2499
Apartments Mid Rise	836925	4.5100e-003	0.0386	0.0164	2.5000e-004		3.1200e-003	3.1200e-003		3.1200e-003	3.1200e-003	0.0000	44.6615	44.6615	8.6000e-004	8.2000e-004	44.9333
<b>Total</b>		<b>0.1609</b>	<b>1.4330</b>	<b>1.0137</b>	<b>8.7600e-003</b>		<b>0.1111</b>	<b>0.1111</b>		<b>0.1111</b>	<b>0.1111</b>	<b>0.0000</b>	<b>1,591.8952</b>	<b>1,591.8952</b>	<b>0.0305</b>	<b>0.0292</b>	<b>1,601.5832</b>

### 5.3 Energy by Land Use - Electricity

#### Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	308387	88.2502	4.0600e-003	8.4000e-004	88.5956
Apartments Mid Rise	578226	165.4691	7.6100e-003	1.5700e-003	166.1167
City Park	0	0.0000	0.0000	0.0000	0.0000
General Office Building	106900	30.5912	1.4100e-003	2.9000e-004	30.7110
General Office Building	53450	15.2956	7.0000e-004	1.5000e-004	15.3555
General Office Building	758990	217.1978	9.9800e-003	2.0700e-003	218.0478
Golf Course	0	0.0000	0.0000	0.0000	0.0000
Hotel	3.37293e+006	965.2203	0.0444	9.1800e-003	968.9977
Hotel	3.43982e+006	984.3623	0.0453	9.3600e-003	988.2146
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	262000	74.9757	3.4500e-003	7.1000e-004	75.2691
Single Family Housing	1.95831e+006	560.4030	0.0258	5.3300e-003	562.5961
Strip Mall	548100	156.8481	7.2100e-003	1.4900e-003	157.4619
<b>Total</b>		<b>3,258.6134</b>	<b>0.1498</b>	<b>0.0310</b>	<b>3,271.3661</b>

### 5.3 Energy by Land Use - Electricity

#### Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	263141	75.3024	3.4600e-003	7.2000e-004	75.5971
Apartments Mid Rise	493390	141.1920	6.4900e-003	1.3400e-003	141.7445
City Park	0	0.0000	0.0000	0.0000	0.0000
General Office Building	40262.5	11.5218	5.3000e-004	1.1000e-004	11.5669
General Office Building	571728	163.6095	7.5200e-003	1.5600e-003	164.2498
General Office Building	80525	23.0436	1.0600e-003	2.2000e-004	23.1338
Golf Course	0	0.0000	0.0000	0.0000	0.0000
Hotel	2.66548e+006	762.7717	0.0351	7.2500e-003	765.7568
Hotel	2.71834e+006	777.8988	0.0358	7.4000e-003	780.9431
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	228678	65.4399	3.0100e-003	6.2000e-004	65.6960
Single Family Housing	1.65656e+006	474.0519	0.0218	4.5100e-003	475.9071
Strip Mall	385350	110.2744	5.0700e-003	1.0500e-003	110.7060
<b>Total</b>		<b>2,605.1058</b>	<b>0.1198</b>	<b>0.0248</b>	<b>2,615.3010</b>

### 6.0 Area Detail

**6.1 Mitigation Measures Area**

- Use Low VOC Paint - Residential Interior
- Use Low VOC Paint - Residential Exterior
- Use Low VOC Paint - Non-Residential Interior
- Use Low VOC Paint - Non-Residential Exterior
- Use only Natural Gas Hearths
- Use Low VOC Cleaning Supplies

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	5.0990	0.0419	3.6225	1.9000e-004		0.0571	0.0571		0.0567	0.0567	0.0000	538.9368	538.9368	0.0160	9.7700e-003	542.3020
Unmitigated	8.5350	0.0419	3.6225	1.9000e-004		0.0571	0.0571		0.0567	0.0567	0.0000	538.9368	538.9368	0.0160	9.7700e-003	542.3020



## 6.2 Area by SubCategory

### Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	3.8749					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.4956					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0539	0.0000	2.9400e-003	0.0000		0.0372	0.0372		0.0368	0.0368	0.0000	533.0420	533.0420	0.0102	9.7700e-003	536.2860
Landscaping	0.1106	0.0419	3.6196	1.9000e-004		0.0199	0.0199		0.0199	0.0199	0.0000	5.8948	5.8948	5.7700e-003	0.0000	6.0160
<b>Total</b>	<b>8.5350</b>	<b>0.0419</b>	<b>3.6225</b>	<b>1.9000e-004</b>		<b>0.0571</b>	<b>0.0571</b>		<b>0.0567</b>	<b>0.0567</b>	<b>0.0000</b>	<b>538.9368</b>	<b>538.9368</b>	<b>0.0160</b>	<b>9.7700e-003</b>	<b>542.3020</b>

## 6.2 Area by SubCategory

### Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.7750					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.1595					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0539	0.0000	2.9400e-003	0.0000		0.0372	0.0372		0.0368	0.0368	0.0000	533.0420	533.0420	0.0102	9.7700e-003	536.2860
Landscaping	0.1106	0.0419	3.6196	1.9000e-004		0.0199	0.0199		0.0199	0.0199	0.0000	5.8948	5.8948	5.7700e-003	0.0000	6.0160
<b>Total</b>	<b>5.0990</b>	<b>0.0419</b>	<b>3.6225</b>	<b>1.9000e-004</b>		<b>0.0571</b>	<b>0.0571</b>		<b>0.0567</b>	<b>0.0567</b>	<b>0.0000</b>	<b>538.9368</b>	<b>538.9368</b>	<b>0.0160</b>	<b>9.7700e-003</b>	<b>542.3020</b>

## 7.0 Water Detail

### 7.1 Mitigation Measures Water

Apply Water Conservation Strategy

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	827.0313	1.5915	0.0444	874.2224
Unmitigated	1,041.4998	1.9897	0.0556	1,100.5187

## 7.2 Water by Land Use

### Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	14.9854 / 9.44733	90.6286	0.4923	0.0124	104.7932
City Park	0 / 41.7018	132.5833	6.0900e-003	1.2600e-003	133.1021
General Office Building	15.2851 / 9.36829	91.5890	0.5021	0.0126	106.0336
Golf Course	0 / 178.126	566.3200	0.0260	5.3900e-003	568.5363
Hotel	8.6247 / 0.9583	37.9201	0.2827	6.9700e-003	46.0167
Other Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Other Non-Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	1.51767 / 0.0968725	6.4446	0.0497	1.2200e-003	7.8684
Single Family Housing	16.6143 / 10.4742	100.4795	0.5458	0.0137	116.1838
Strip Mall	2.59254 / 1.58898	15.5346	0.0852	2.1300e-003	17.9846
<b>Total</b>		<b>1,041.4998</b>	<b>1.9897</b>	<b>0.0556</b>	<b>1,100.5187</b>

## 7.2 Water by Land Use

### Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	11.9883 / 7.55787	70.9524	0.3937	9.8600e-003	82.2781
City Park	0 / 33.3615	106.0666	4.8800e-003	1.0100e-003	106.4817
General Office Building	12.2281 / 7.49463	71.6898	0.4016	0.0101	83.2392
Golf Course	0 / 142.501	453.0560	0.0208	4.3100e-003	454.8290
Hotel	6.89976 / 0.76664	29.4438	0.2261	5.5700e-003	35.9175
Other Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Other Non-Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	1.21413 / 0.077498	4.9986	0.0398	9.8000e-004	6.1371
Single Family Housing	13.2914 / 8.37937	78.6647	0.4365	0.0109	91.2213
Strip Mall	2.07403 / 1.27118	12.1595	0.0681	1.7100e-003	14.1184
<b>Total</b>		<b>827.0313</b>	<b>1.5915</b>	<b>0.0444</b>	<b>874.2224</b>

## 8.0 Waste Detail

### 8.1 Mitigation Measures Waste

Institute Recycling and Composting Services

**Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	45.3238	2.6786	0.0000	101.5736
Unmitigated	181.2953	10.7142	0.0000	406.2944

**8.2 Waste by Land Use****Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	105.8	21.4764	1.2692	0.0000	48.1301
City Park	3.01	0.6110	0.0361	0.0000	1.3693
General Office Building	79.98	16.2352	0.9595	0.0000	36.3842
Golf Course	139.03	28.2218	1.6679	0.0000	63.2470
Hotel	186.15	37.7868	2.2331	0.0000	84.6826
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	4.56	0.9256	0.0547	0.0000	2.0744
Single Family Housing	337.84	68.5785	4.0529	0.0000	153.6888
Strip Mall	36.75	7.4599	0.4409	0.0000	16.7182
<b>Total</b>		<b>181.2953</b>	<b>10.7142</b>	<b>0.0000</b>	<b>406.2944</b>

## 8.2 Waste by Land Use

### Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	26.45	5.3691	0.3173	0.0000	12.0325
City Park	0.7525	0.1528	9.0300e-003	0.0000	0.3423
General Office Building	19.995	4.0588	0.2399	0.0000	9.0960
Golf Course	34.7575	7.0555	0.4170	0.0000	15.8117
Hotel	46.5375	9.4467	0.5583	0.0000	21.1707
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	1.14	0.2314	0.0137	0.0000	0.5186
Single Family Housing	84.46	17.1446	1.0132	0.0000	38.4222
Strip Mall	9.1875	1.8650	0.1102	0.0000	4.1795
<b>Total</b>		<b>45.3238</b>	<b>2.6786</b>	<b>0.0000</b>	<b>101.5736</b>

## 9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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## 10.0 Vegetation



**SilverRock Addendum**  
**Salton Sea Air Basin, Summer**

**1.0 Project Characteristics**

**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	10.00	1000sqft	0.23	10,000.00	0
General Office Building	71.00	1000sqft	2.50	71,000.00	0
General Office Building	5.00	1000sqft	0.11	5,000.00	0
Other Asphalt Surfaces	37.00	Acre	37.00	0.00	0
User Defined Recreational	4.00	User Defined Unit	4.00	0.00	0
City Park	35.00	Acre	35.00	0.00	0
Golf Course	134.50	Acre	134.50	5,000.00	0
Golf Course	15.00	Acre	15.00	0.00	0
Hotel	140.00	Room	17.00	166,400.00	0
Hotel	200.00	Room	10.00	169,700.00	0
Quality Restaurant	5.00	1000sqft	0.11	5,000.00	0
Apartments Mid Rise	150.00	Dwelling Unit	10.50	150,000.00	270
Apartments Mid Rise	80.00	Dwelling Unit	2.11	75,000.00	144
Single Family Housing	255.00	Dwelling Unit	56.50	459,000.00	824
Strip Mall	35.00	1000sqft	25.50	35,000.00	0

**1.2 Other Project Characteristics**

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	3.4	<b>Precipitation Freq (Days)</b>	20
<b>Climate Zone</b>	10	<b>Operational Year</b>		2020	
<b>Utility Company</b>	Southern California Edison				

<b>CO2 Intensity (lb/MW hr)</b>	630.89	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006
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**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use - PA 1: 10,000 sf conference room, 15 acres modified existing golfcourse; PA 2: 140 hotel rooms; PA 3: 35 single family units; PA 4: 71,000 sf shared services/conference center;  
 PA 5 200 hotel rooms; PA 6: 60 luxury branded units; PA 7: 25,000 sf retail, 150 apartment units;  
 PA 8: 160 units; PA 9: 15,000 sf retail, 80 apartment units; PA 10: 5,000 sf new clubhouse, 134.5 acre golf course  
 PA 11: 35 acre park; PA 12: 4 acres trails, 37 acres streets/landscaping

Construction Phase - Based on estimated construction schedule of 8 years

Trips and VMT - Per CalEEMod User's Guide for trip generation.

On-road Fugitive Dust - Assume Paved Roads

Grading -

Architectural Coating -

Vehicle Trips - Water Well Sites and All American Canal

Road Dust - Paved Roads

Woodstoves - No woodstoves

Area Coating - No negative

Energy Use -

Water And Wastewater -

Construction Off-road Equipment Mitigation - Tier 3 required per CARB. SCAQMD Rule 403 and 403.1.

Mobile Land Use Mitigation -

Area Mitigation - SCAQMD Rule 1113

Energy Mitigation -

Water Mitigation -

Waste Mitigation -

Table Name	Column Name	Default Value	New Value
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	250	50

tblAreaMitigation	UseLowVOCPaintNonresidentialInteriorValue	250	50
tblAreaMitigation	UseLowVOCPaintResidentialExteriorValue	250	50
tblAreaMitigation	UseLowVOCPaintResidentialInteriorValue	250	50
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	80
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	4.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	9.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3

tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstructionPhase	NumDays	440.00	1,147.00
tblConstructionPhase	NumDays	6,200.00	1,161.00
tblConstructionPhase	NumDays	440.00	43.00
tblConstructionPhase	PhaseEndDate	2/22/2028	12/22/2023
tblConstructionPhase	PhaseEndDate	10/2/2023	10/1/2023
tblConstructionPhase	PhaseEndDate	4/18/2019	4/19/2019
tblConstructionPhase	PhaseEndDate	2/21/2024	12/20/2023
tblConstructionPhase	PhaseStartDate	10/2/2023	8/1/2019
tblConstructionPhase	PhaseStartDate	4/20/2019	4/19/2019
tblConstructionPhase	PhaseStartDate	12/2/2016	12/3/2016
tblConstructionPhase	PhaseStartDate	12/23/2023	10/23/2023
tblFireplaces	FireplaceWoodMass	457.60	0.00
tblFireplaces	FireplaceWoodMass	457.60	0.00
tblFireplaces	NumberWood	25.50	0.00
tblLandUse	LandUseSquareFeet	1,611,720.00	0.00
tblLandUse	LandUseSquareFeet	174,240.00	0.00
tblLandUse	LandUseSquareFeet	1,524,600.00	0.00
tblLandUse	LandUseSquareFeet	5,858,820.00	5,000.00
tblLandUse	LandUseSquareFeet	653,400.00	0.00
tblLandUse	LandUseSquareFeet	203,280.00	166,400.00
tblLandUse	LandUseSquareFeet	290,400.00	169,700.00
tblLandUse	LandUseSquareFeet	80,000.00	75,000.00
tblLandUse	LotAcreage	1.63	2.50
tblLandUse	LotAcreage	4.67	17.00
tblLandUse	LotAcreage	6.67	10.00

tblLandUse	LotAcreage	3.95	10.50
tblLandUse	LotAcreage	82.79	56.50
tblLandUse	LotAcreage	0.80	25.50
tblLandUse	Population	485.00	270.00
tblLandUse	Population	258.00	144.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblProjectCharacteristics	OperationalYear	2014	2020
tblRoadDust	RoadPercentPave	50	100
tblTripsAndVMT	VendorTripNumber	449.00	186.00
tblTripsAndVMT	WorkerTripNumber	1,262.00	583.00
tblTripsAndVMT	WorkerTripNumber	252.00	117.00
tblWoodstoves	NumberCatalytic	11.50	0.00
tblWoodstoves	NumberCatalytic	12.75	0.00
tblWoodstoves	NumberNoncatalytic	11.50	0.00

tblWoodstoves	NumberNoncatalytic	12.75	0.00
tblWoodstoves	WoodstoveDayYear	82.00	0.00
tblWoodstoves	WoodstoveDayYear	82.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

## 2.0 Emissions Summary

### 2.1 Overall Construction (Maximum Daily Emission)

#### Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	6.5845	74.9254	50.4206	0.0637	18.2169	3.5853	21.1565	9.9706	3.2985	12.6751	0.0000	6,573.5300	6,573.5300	1.9447	0.0000	6,614.3678
2017	6.1938	69.6937	47.9636	0.0637	8.8407	3.3183	12.1589	3.6409	3.0528	6.6937	0.0000	6,465.4477	6,465.4477	1.9434	0.0000	6,506.2581
2018	5.3751	59.6271	43.3598	0.0637	8.8407	2.7891	11.6297	3.6409	2.5660	6.2068	0.0000	6,359.0216	6,359.0216	1.9425	0.0000	6,399.8137
2019	74.3169	87.4119	105.5872	0.1776	14.6210	4.0290	18.6500	5.1906	3.7329	8.9235	0.0000	15,825.3300	15,825.3300	2.8178	0.0000	15,884.5036
2020	73.6575	31.8188	67.4706	0.1282	6.7588	1.4471	8.2059	1.8091	1.3631	3.1722	0.0000	10,371.5005	10,371.5005	0.9221	0.0000	10,390.8649
2021	73.1889	28.3449	64.7919	0.1282	6.7587	1.2486	8.0073	1.8091	1.1759	2.9850	0.0000	10,298.1105	10,298.1105	0.9055	0.0000	10,317.1259
2022	72.8293	25.6363	62.8285	0.1282	6.7585	1.0847	7.8431	1.8090	1.0216	2.8306	0.0000	10,227.0086	10,227.0086	0.8936	0.0000	10,245.7738
2023	72.5078	23.5060	60.8198	0.1281	6.7583	0.9585	7.7168	1.8089	0.9025	2.7114	0.0000	10,160.0394	10,160.0394	0.8808	0.0000	10,178.5361
<b>Total</b>	<b>384.6537</b>	<b>400.9641</b>	<b>503.2419</b>	<b>0.8813</b>	<b>77.5534</b>	<b>18.4606</b>	<b>95.3683</b>	<b>29.6791</b>	<b>17.1132</b>	<b>46.1983</b>	<b>0.0000</b>	<b>76,279.9883</b>	<b>76,279.9883</b>	<b>12.2503</b>	<b>0.0000</b>	<b>76,537.2439</b>

**2.1 Overall Construction (Maximum Daily Emission)**

**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	1.6179	29.8914	39.2264	0.0637	6.7394	1.3245	7.7015	3.6936	1.3244	4.6555	0.0000	6,573.5300	6,573.5300	1.9447	0.0000	6,614.3678
2017	1.6075	29.8815	39.1018	0.0637	3.2645	1.3245	4.5889	1.3483	1.3244	2.6727	0.0000	6,465.4477	6,465.4477	1.9434	0.0000	6,506.2581
2018	1.5984	29.8731	38.9962	0.0637	3.2645	1.3244	4.5889	1.3483	1.3244	2.6727	0.0000	6,359.0216	6,359.0216	1.9425	0.0000	6,399.8137
2019	72.4295	56.2030	103.9368	0.1776	5.1221	2.4640	7.5862	1.9352	2.4451	4.3802	0.0000	15,825.3300	15,825.3300	2.8178	0.0000	15,884.5036
2020	72.0347	26.5822	68.4787	0.1282	2.1555	1.2200	3.3755	0.6793	1.2023	1.8816	0.0000	10,371.5005	10,371.5005	0.9221	0.0000	10,390.8649
2021	71.8076	25.0090	66.0847	0.1282	2.1554	1.1963	3.3517	0.6792	1.1806	1.8598	0.0000	10,298.1105	10,298.1105	0.9055	0.0000	10,317.1259
2022	71.6562	24.2226	64.3354	0.1282	2.1552	1.1939	3.3491	0.6791	1.1784	1.8575	0.0000	10,227.0086	10,227.0086	0.8936	0.0000	10,245.7738
2023	71.4806	23.4215	62.4475	0.1281	2.1550	1.1877	3.3427	0.6790	1.1727	1.8517	0.0000	10,160.0394	10,160.0394	0.8808	0.0000	10,178.5361
<b>Total</b>	<b>364.2323</b>	<b>245.0841</b>	<b>482.6074</b>	<b>0.8813</b>	<b>27.0116</b>	<b>11.2352</b>	<b>37.8844</b>	<b>11.0420</b>	<b>11.1522</b>	<b>21.8317</b>	<b>0.0000</b>	<b>76,279.9883</b>	<b>76,279.9883</b>	<b>12.2503</b>	<b>0.0000</b>	<b>76,537.2439</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
<b>Percent Reduction</b>	<b>5.31</b>	<b>38.88</b>	<b>4.10</b>	<b>0.00</b>	<b>65.17</b>	<b>39.14</b>	<b>60.28</b>	<b>62.80</b>	<b>34.83</b>	<b>52.74</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	48.4088	0.4650	40.2888	2.1200e-003		1.1287	1.1287		1.1191	1.1191	0.0000	14,403.3757	14,403.3757	0.3453	0.2627	14,492.0767
Energy	1.0132	9.0278	6.3936	0.0553		0.7000	0.7000		0.7000	0.7000		11,053.1723	11,053.1723	0.2119	0.2026	11,120.4401
Mobile	38.2888	73.8235	354.8991	0.6377	41.0810	1.2988	42.3799	10.9670	1.1965	12.1635		49,384.8976	49,384.8976	1.9000		49,424.7984
<b>Total</b>	<b>87.7107</b>	<b>83.3163</b>	<b>401.5815</b>	<b>0.6951</b>	<b>41.0810</b>	<b>3.1275</b>	<b>44.2085</b>	<b>10.9670</b>	<b>3.0156</b>	<b>13.9826</b>	<b>0.0000</b>	<b>74,841.4456</b>	<b>74,841.4456</b>	<b>2.4572</b>	<b>0.4654</b>	<b>75,037.3152</b>

**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	29.5811	0.4650	40.2888	2.1200e-003		1.1287	1.1287		1.1191	1.1191	0.0000	14,403.3757	14,403.3757	0.3453	0.2627	14,492.0767
Energy	0.8814	7.8522	5.5544	0.0481		0.6090	0.6090		0.6090	0.6090		9,615.1457	9,615.1457	0.1843	0.1763	9,673.6619
Mobile	35.1441	51.9167	273.0431	0.3814	23.5980	0.7891	24.3871	6.2997	0.7270	7.0268		29,510.1597	29,510.1597	1.2226		29,535.8347
<b>Total</b>	<b>65.6066</b>	<b>60.2339</b>	<b>318.8863</b>	<b>0.4316</b>	<b>23.5980</b>	<b>2.5267</b>	<b>26.1247</b>	<b>6.2997</b>	<b>2.4551</b>	<b>8.7548</b>	<b>0.0000</b>	<b>53,528.6811</b>	<b>53,528.6811</b>	<b>1.7523</b>	<b>0.4390</b>	<b>53,701.5733</b>



	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	25.20	27.70	20.59	37.91	42.56	19.21	40.91	42.56	18.59	37.39	0.00	28.48	28.48	28.69	5.66	28.43

### 3.0 Construction Detail

#### Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/1/2016	12/1/2016	5	240	
2	Grading	Grading	12/3/2016	4/19/2019	5	620	
3	Building Construction	Building Construction	4/19/2019	10/1/2023	5	1161	
4	Architectural Coating	Architectural Coating	8/1/2019	12/22/2023	5	1147	
5	Paving	Paving	10/23/2023	12/20/2023	5	43	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 1550

Acres of Paving: 0

Residential Indoor: 1,385,100; Residential Outdoor: 461,700; Non-Residential Indoor: 3,630,960; Non-Residential Outdoor: 1,210,320 (Architectural Coating – sqft)

#### OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Rubber Tired Dozers	3	8.00	255	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	162	0.38
Grading	Graders	1	8.00	174	0.41
Grading	Rubber Tired Dozers	1	8.00	255	0.40
Grading	Scrapers	2	8.00	361	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	226	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Pavers	2	8.00	125	0.42
Paving	Paving Equipment	2	8.00	130	0.36
Paving	Rollers	2	8.00	80	0.38

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	7	18.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	583.00	186.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	117.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

Use Cleaner Engines for Construction Equipment

Use Soil Stabilizer

Replace Ground Cover

Water Exposed Area

Water Unpaved Roads

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

### 3.2 Site Preparation - 2016

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	5.0771	54.6323	41.1053	0.0391		2.9387	2.9387		2.7036	2.7036		4,065.005 3	4,065.005 3	1.2262		4,090.754 4
<b>Total</b>	<b>5.0771</b>	<b>54.6323</b>	<b>41.1053</b>	<b>0.0391</b>	<b>18.0663</b>	<b>2.9387</b>	<b>21.0049</b>	<b>9.9307</b>	<b>2.7036</b>	<b>12.6343</b>		<b>4,065.005 3</b>	<b>4,065.005 3</b>	<b>1.2262</b>		<b>4,090.754 4</b>

### 3.2 Site Preparation - 2016

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0946	0.1005	1.1548	1.7600e-003	0.1506	9.9000e-004	0.1516	0.0400	9.0000e-004	0.0409		142.6944	142.6944	8.7000e-003			142.8771
<b>Total</b>	<b>0.0946</b>	<b>0.1005</b>	<b>1.1548</b>	<b>1.7600e-003</b>	<b>0.1506</b>	<b>9.9000e-004</b>	<b>0.1516</b>	<b>0.0400</b>	<b>9.0000e-004</b>	<b>0.0409</b>		<b>142.6944</b>	<b>142.6944</b>	<b>8.7000e-003</b>			<b>142.8771</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					6.6936	0.0000	6.6936	3.6793	0.0000	3.6793			0.0000			0.0000	
Off-Road	0.9515	19.4584	23.4003	0.0391		0.9611	0.9611		0.9611	0.9611	0.0000	4,065.0053	4,065.0053	1.2262			4,090.7544
<b>Total</b>	<b>0.9515</b>	<b>19.4584</b>	<b>23.4003</b>	<b>0.0391</b>	<b>6.6936</b>	<b>0.9611</b>	<b>7.6546</b>	<b>3.6793</b>	<b>0.9611</b>	<b>4.6404</b>	<b>0.0000</b>	<b>4,065.0053</b>	<b>4,065.0053</b>	<b>1.2262</b>			<b>4,090.7544</b>

### 3.2 Site Preparation - 2016

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0946	0.1005	1.1548	1.7600e-003	0.0459	9.9000e-004	0.0469	0.0142	9.0000e-004	0.0152		142.6944	142.6944	8.7000e-003		142.8771
<b>Total</b>	<b>0.0946</b>	<b>0.1005</b>	<b>1.1548</b>	<b>1.7600e-003</b>	<b>0.0459</b>	<b>9.9000e-004</b>	<b>0.0469</b>	<b>0.0142</b>	<b>9.0000e-004</b>	<b>0.0152</b>		<b>142.6944</b>	<b>142.6944</b>	<b>8.7000e-003</b>		<b>142.8771</b>

### 3.3 Grading - 2016

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	6.4795	74.8137	49.1374	0.0617		3.5842	3.5842		3.2975	3.2975		6,414.9807	6,414.9807	1.9350		6,455.6154
<b>Total</b>	<b>6.4795</b>	<b>74.8137</b>	<b>49.1374</b>	<b>0.0617</b>	<b>8.6733</b>	<b>3.5842</b>	<b>12.2576</b>	<b>3.5965</b>	<b>3.2975</b>	<b>6.8940</b>		<b>6,414.9807</b>	<b>6,414.9807</b>	<b>1.9350</b>		<b>6,455.6154</b>

### 3.3 Grading - 2016

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.1051	0.1117	1.2832	1.9500e-003	0.1673	1.0900e-003	0.1684	0.0444	1.0100e-003	0.0454		158.5493	158.5493	9.6700e-003			158.7524
<b>Total</b>	<b>0.1051</b>	<b>0.1117</b>	<b>1.2832</b>	<b>1.9500e-003</b>	<b>0.1673</b>	<b>1.0900e-003</b>	<b>0.1684</b>	<b>0.0444</b>	<b>1.0100e-003</b>	<b>0.0454</b>		<b>158.5493</b>	<b>158.5493</b>	<b>9.6700e-003</b>			<b>158.7524</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					3.2135	0.0000	3.2135	1.3325	0.0000	1.3325			0.0000				0.0000
Off-Road	1.5128	29.7798	37.9432	0.0617		1.3234	1.3234		1.3234	1.3234	0.0000	6,414.9807	6,414.9807	1.9350			6,455.6154
<b>Total</b>	<b>1.5128</b>	<b>29.7798</b>	<b>37.9432</b>	<b>0.0617</b>	<b>3.2135</b>	<b>1.3234</b>	<b>4.5369</b>	<b>1.3325</b>	<b>1.3234</b>	<b>2.6559</b>	<b>0.0000</b>	<b>6,414.9807</b>	<b>6,414.9807</b>	<b>1.9350</b>			<b>6,455.6154</b>

### 3.3 Grading - 2016

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.1051	0.1117	1.2832	1.9500e-003	0.0510	1.0900e-003	0.0521	0.0158	1.0100e-003	0.0168		158.5493	158.5493	9.6700e-003			158.7524
<b>Total</b>	<b>0.1051</b>	<b>0.1117</b>	<b>1.2832</b>	<b>1.9500e-003</b>	<b>0.0510</b>	<b>1.0900e-003</b>	<b>0.0521</b>	<b>0.0158</b>	<b>1.0100e-003</b>	<b>0.0168</b>		<b>158.5493</b>	<b>158.5493</b>	<b>9.6700e-003</b>			<b>158.7524</b>

### 3.3 Grading - 2017

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	6.0991	69.5920	46.8050	0.0617		3.3172	3.3172		3.0518	3.0518		6,313.3690	6,313.3690	1.9344		6,353.9915
<b>Total</b>	<b>6.0991</b>	<b>69.5920</b>	<b>46.8050</b>	<b>0.0617</b>	<b>8.6733</b>	<b>3.3172</b>	<b>11.9905</b>	<b>3.5965</b>	<b>3.0518</b>	<b>6.6483</b>		<b>6,313.3690</b>	<b>6,313.3690</b>	<b>1.9344</b>		<b>6,353.9915</b>

### 3.3 Grading - 2017

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0946	0.1017	1.1586	1.9500e-003	0.1673	1.0600e-003	0.1684	0.0444	9.8000e-004	0.0454		152.0786	152.0786	8.9500e-003		152.2666
<b>Total</b>	<b>0.0946</b>	<b>0.1017</b>	<b>1.1586</b>	<b>1.9500e-003</b>	<b>0.1673</b>	<b>1.0600e-003</b>	<b>0.1684</b>	<b>0.0444</b>	<b>9.8000e-004</b>	<b>0.0454</b>		<b>152.0786</b>	<b>152.0786</b>	<b>8.9500e-003</b>		<b>152.2666</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.2135	0.0000	3.2135	1.3325	0.0000	1.3325			0.0000			0.0000
Off-Road	1.5128	29.7798	37.9432	0.0617		1.3234	1.3234		1.3234	1.3234	0.0000	6,313.3690	6,313.3690	1.9344		6,353.9915
<b>Total</b>	<b>1.5128</b>	<b>29.7798</b>	<b>37.9432</b>	<b>0.0617</b>	<b>3.2135</b>	<b>1.3234</b>	<b>4.5369</b>	<b>1.3325</b>	<b>1.3234</b>	<b>2.6559</b>	<b>0.0000</b>	<b>6,313.3690</b>	<b>6,313.3690</b>	<b>1.9344</b>		<b>6,353.9915</b>



### 3.3 Grading - 2017

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0946	0.1017	1.1586	1.9500e-003	0.0510	1.0600e-003	0.0521	0.0158	9.8000e-004	0.0168		152.0786	152.0786	8.9500e-003			152.2666
<b>Total</b>	<b>0.0946</b>	<b>0.1017</b>	<b>1.1586</b>	<b>1.9500e-003</b>	<b>0.0510</b>	<b>1.0600e-003</b>	<b>0.0521</b>	<b>0.0158</b>	<b>9.8000e-004</b>	<b>0.0168</b>		<b>152.0786</b>	<b>152.0786</b>	<b>8.9500e-003</b>			<b>152.2666</b>

### 3.3 Grading - 2018

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000				0.0000
Off-Road	5.2895	59.5338	42.3068	0.0617		2.7880	2.7880		2.5650	2.5650		6,212.8042	6,212.8042	1.9341			6,253.4209
<b>Total</b>	<b>5.2895</b>	<b>59.5338</b>	<b>42.3068</b>	<b>0.0617</b>	<b>8.6733</b>	<b>2.7880</b>	<b>11.4614</b>	<b>3.5965</b>	<b>2.5650</b>	<b>6.1615</b>		<b>6,212.8042</b>	<b>6,212.8042</b>	<b>1.9341</b>			<b>6,253.4209</b>

### 3.3 Grading - 2018

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0855	0.0933	1.0530	1.9500e-003	0.1673	1.0500e-003	0.1684	0.0444	9.7000e-004	0.0454		146.2174	146.2174	8.3500e-003			146.3928
<b>Total</b>	<b>0.0855</b>	<b>0.0933</b>	<b>1.0530</b>	<b>1.9500e-003</b>	<b>0.1673</b>	<b>1.0500e-003</b>	<b>0.1684</b>	<b>0.0444</b>	<b>9.7000e-004</b>	<b>0.0454</b>		<b>146.2174</b>	<b>146.2174</b>	<b>8.3500e-003</b>			<b>146.3928</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					3.2135	0.0000	3.2135	1.3325	0.0000	1.3325			0.0000				0.0000
Off-Road	1.5128	29.7798	37.9432	0.0617		1.3234	1.3234		1.3234	1.3234	0.0000	6,212.8041	6,212.8041	1.9341			6,253.4209
<b>Total</b>	<b>1.5128</b>	<b>29.7798</b>	<b>37.9432</b>	<b>0.0617</b>	<b>3.2135</b>	<b>1.3234</b>	<b>4.5369</b>	<b>1.3325</b>	<b>1.3234</b>	<b>2.6559</b>	<b>0.0000</b>	<b>6,212.8041</b>	<b>6,212.8041</b>	<b>1.9341</b>			<b>6,253.4209</b>

### 3.3 Grading - 2018

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0855	0.0933	1.0530	1.9500e-003	0.0510	1.0500e-003	0.0520	0.0158	9.7000e-004	0.0168		146.2174	146.2174	8.3500e-003			146.3928
<b>Total</b>	<b>0.0855</b>	<b>0.0933</b>	<b>1.0530</b>	<b>1.9500e-003</b>	<b>0.0510</b>	<b>1.0500e-003</b>	<b>0.0520</b>	<b>0.0158</b>	<b>9.7000e-004</b>	<b>0.0168</b>		<b>146.2174</b>	<b>146.2174</b>	<b>8.3500e-003</b>			<b>146.3928</b>

### 3.3 Grading - 2019

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.8912	54.1978	40.2888	0.0617		2.5049	2.5049		2.3045	2.3045		6,111.3121	6,111.3121	1.9336		6,151.9167
<b>Total</b>	<b>4.8912</b>	<b>54.1978</b>	<b>40.2888</b>	<b>0.0617</b>	<b>8.6733</b>	<b>2.5049</b>	<b>11.1783</b>	<b>3.5965</b>	<b>2.3045</b>	<b>5.9010</b>		<b>6,111.3121</b>	<b>6,111.3121</b>	<b>1.9336</b>		<b>6,151.9167</b>

### 3.3 Grading - 2019

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0785	0.0862	0.9735	1.9500e-003	0.1673	1.0500e-003	0.1684	0.0444	9.7000e-004	0.0454		140.7383	140.7383	7.8900e-003			140.9040
<b>Total</b>	<b>0.0785</b>	<b>0.0862</b>	<b>0.9735</b>	<b>1.9500e-003</b>	<b>0.1673</b>	<b>1.0500e-003</b>	<b>0.1684</b>	<b>0.0444</b>	<b>9.7000e-004</b>	<b>0.0454</b>		<b>140.7383</b>	<b>140.7383</b>	<b>7.8900e-003</b>			<b>140.9040</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					3.2135	0.0000	3.2135	1.3325	0.0000	1.3325			0.0000				0.0000
Off-Road	1.5128	29.7798	37.9432	0.0617		1.3234	1.3234		1.3234	1.3234	0.0000	6,111.3121	6,111.3121	1.9336			6,151.9167
<b>Total</b>	<b>1.5128</b>	<b>29.7798</b>	<b>37.9432</b>	<b>0.0617</b>	<b>3.2135</b>	<b>1.3234</b>	<b>4.5369</b>	<b>1.3325</b>	<b>1.3234</b>	<b>2.6559</b>	<b>0.0000</b>	<b>6,111.3121</b>	<b>6,111.3121</b>	<b>1.9336</b>			<b>6,151.9167</b>

### 3.3 Grading - 2019

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0785	0.0862	0.9735	1.9500e-003	0.0510	1.0500e-003	0.0520	0.0158	9.7000e-004	0.0168		140.7383	140.7383	7.8900e-003			140.9040
<b>Total</b>	<b>0.0785</b>	<b>0.0862</b>	<b>0.9735</b>	<b>1.9500e-003</b>	<b>0.0510</b>	<b>1.0500e-003</b>	<b>0.0520</b>	<b>0.0158</b>	<b>9.7000e-004</b>	<b>0.0168</b>		<b>140.7383</b>	<b>140.7383</b>	<b>7.8900e-003</b>			<b>140.9040</b>

### 3.4 Building Construction - 2019

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	2.3516	20.9650	17.1204	0.0268		1.2850	1.2850		1.2083	1.2083		2,580.7618	2,580.7618	0.6279			2,593.9479
<b>Total</b>	<b>2.3516</b>	<b>20.9650</b>	<b>17.1204</b>	<b>0.0268</b>		<b>1.2850</b>	<b>1.2850</b>		<b>1.2083</b>	<b>1.2083</b>		<b>2,580.7618</b>	<b>2,580.7618</b>	<b>0.6279</b>			<b>2,593.9479</b>

### 3.4 Building Construction - 2019

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.3856	9.6499	18.8262	0.0303	0.9025	0.2075	1.1101	0.2559	0.1909	0.4467		2,889.9977	2,889.9977	0.0184			2,890.3832
Worker	2.2881	2.5130	28.3782	0.0568	4.8778	0.0305	4.9083	1.2938	0.0283	1.3221		4,102.5202	4,102.5202	0.2301			4,107.3518
<b>Total</b>	<b>3.6737</b>	<b>12.1629</b>	<b>47.2045</b>	<b>0.0871</b>	<b>5.7803</b>	<b>0.2380</b>	<b>6.0184</b>	<b>1.5497</b>	<b>0.2191</b>	<b>1.7688</b>		<b>6,992.5179</b>	<b>6,992.5179</b>	<b>0.2484</b>			<b>6,997.7350</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.6712	14.1741	17.8156	0.0268		0.9016	0.9016		0.9016	0.9016	0.0000	2,580.7618	2,580.7618	0.6279			2,593.9479
<b>Total</b>	<b>0.6712</b>	<b>14.1741</b>	<b>17.8156</b>	<b>0.0268</b>		<b>0.9016</b>	<b>0.9016</b>		<b>0.9016</b>	<b>0.9016</b>	<b>0.0000</b>	<b>2,580.7618</b>	<b>2,580.7618</b>	<b>0.6279</b>			<b>2,593.9479</b>

### 3.4 Building Construction - 2019

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.3856	9.6499	18.8262	0.0303	0.3714	0.2075	0.5789	0.1255	0.1909	0.3164		2,889.9977	2,889.9977	0.0184			2,890.3832
Worker	2.2881	2.5130	28.3782	0.0568	1.4863	0.0305	1.5168	0.4614	0.0283	0.4896		4,102.5202	4,102.5202	0.2301			4,107.3518
<b>Total</b>	<b>3.6737</b>	<b>12.1629</b>	<b>47.2045</b>	<b>0.0871</b>	<b>1.8577</b>	<b>0.2380</b>	<b>2.0957</b>	<b>0.5868</b>	<b>0.2191</b>	<b>0.8060</b>		<b>6,992.5179</b>	<b>6,992.5179</b>	<b>0.2484</b>			<b>6,997.7350</b>

### 3.4 Building Construction - 2020

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	2.1113	19.0839	16.8084	0.0268		1.1128	1.1128		1.0465	1.0465		2,542.4799	2,542.4799	0.6194			2,555.4880
<b>Total</b>	<b>2.1113</b>	<b>19.0839</b>	<b>16.8084</b>	<b>0.0268</b>		<b>1.1128</b>	<b>1.1128</b>		<b>1.0465</b>	<b>1.0465</b>		<b>2,542.4799</b>	<b>2,542.4799</b>	<b>0.6194</b>			<b>2,555.4880</b>

### 3.4 Building Construction - 2020

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.1827	8.2247	16.9949	0.0303	0.9021	0.1866	1.0887	0.2557	0.1716	0.4273		2,821.4505	2,821.4505	0.0176			2,821.8209
Worker	2.1283	2.3539	26.5147	0.0568	4.8778	0.0306	4.9084	1.2938	0.0284	1.3222		3,936.1845	3,936.1845	0.2193			3,940.7888
<b>Total</b>	<b>3.3110</b>	<b>10.5787</b>	<b>43.5096</b>	<b>0.0870</b>	<b>5.7799</b>	<b>0.2172</b>	<b>5.9971</b>	<b>1.5495</b>	<b>0.2000</b>	<b>1.7495</b>		<b>6,757.6350</b>	<b>6,757.6350</b>	<b>0.2369</b>			<b>6,762.6097</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.6712	14.1741	17.8156	0.0268		0.9016	0.9016		0.9016	0.9016	0.0000	2,542.4799	2,542.4799	0.6194			2,555.4880
<b>Total</b>	<b>0.6712</b>	<b>14.1741</b>	<b>17.8156</b>	<b>0.0268</b>		<b>0.9016</b>	<b>0.9016</b>		<b>0.9016</b>	<b>0.9016</b>	<b>0.0000</b>	<b>2,542.4799</b>	<b>2,542.4799</b>	<b>0.6194</b>			<b>2,555.4880</b>



### 3.4 Building Construction - 2020

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.1827	8.2247	16.9949	0.0303	0.3709	0.1866	0.5575	0.1253	0.1716	0.2970		2,821.4505	2,821.4505	0.0176			2,821.8209
Worker	2.1283	2.3539	26.5147	0.0568	1.4863	0.0306	1.5169	0.4614	0.0284	0.4897		3,936.1845	3,936.1845	0.2193			3,940.7888
<b>Total</b>	<b>3.3110</b>	<b>10.5787</b>	<b>43.5096</b>	<b>0.0870</b>	<b>1.8572</b>	<b>0.2172</b>	<b>2.0744</b>	<b>0.5867</b>	<b>0.2000</b>	<b>0.7867</b>		<b>6,757.6350</b>	<b>6,757.6350</b>	<b>0.2369</b>			<b>6,762.6097</b>

### 3.4 Building Construction - 2021

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.8931	17.3403	16.5376	0.0268		0.9549	0.9549		0.8979	0.8979		2,542.7817	2,542.7817	0.6126			2,555.6462
<b>Total</b>	<b>1.8931</b>	<b>17.3403</b>	<b>16.5376</b>	<b>0.0268</b>		<b>0.9549</b>	<b>0.9549</b>		<b>0.8979</b>	<b>0.8979</b>		<b>2,542.7817</b>	<b>2,542.7817</b>	<b>0.6126</b>			<b>2,555.6462</b>

### 3.4 Building Construction - 2021

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.0982	6.7966	16.1388	0.0302	0.9020	0.1625	1.0644	0.2556	0.1495	0.4051		2,817.5679	2,817.5679	0.0178			2,817.9412
Worker	2.0095	2.2331	25.2338	0.0568	4.8778	0.0310	4.9088	1.2938	0.0287	1.3225		3,878.0434	3,878.0434	0.2131			3,882.5176
<b>Total</b>	<b>3.1077</b>	<b>9.0297</b>	<b>41.3726</b>	<b>0.0870</b>	<b>5.7798</b>	<b>0.1934</b>	<b>5.9732</b>	<b>1.5494</b>	<b>0.1782</b>	<b>1.7276</b>		<b>6,695.6113</b>	<b>6,695.6113</b>	<b>0.2308</b>			<b>6,700.4588</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.6712	14.1741	17.8156	0.0268		0.9016	0.9016		0.9016	0.9016	0.0000	2,542.7817	2,542.7817	0.6126			2,555.6462
<b>Total</b>	<b>0.6712</b>	<b>14.1741</b>	<b>17.8156</b>	<b>0.0268</b>		<b>0.9016</b>	<b>0.9016</b>		<b>0.9016</b>	<b>0.9016</b>	<b>0.0000</b>	<b>2,542.7817</b>	<b>2,542.7817</b>	<b>0.6126</b>			<b>2,555.6462</b>

### 3.4 Building Construction - 2021

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.0982	6.7966	16.1388	0.0302	0.3708	0.1625	0.5333	0.1253	0.1495	0.2747		2,817.5679	2,817.5679	0.0178			2,817.9412
Worker	2.0095	2.2331	25.2338	0.0568	1.4863	0.0310	1.5173	0.4614	0.0287	0.4901		3,878.0434	3,878.0434	0.2131			3,882.5176
<b>Total</b>	<b>3.1077</b>	<b>9.0297</b>	<b>41.3726</b>	<b>0.0870</b>	<b>1.8571</b>	<b>0.1934</b>	<b>2.0505</b>	<b>0.5866</b>	<b>0.1782</b>	<b>0.7648</b>		<b>6,695.6113</b>	<b>6,695.6113</b>	<b>0.2308</b>			<b>6,700.4588</b>

### 3.4 Building Construction - 2022

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.6992	15.5364	16.3276	0.0268		0.8057	0.8057		0.7581	0.7581		2,543.7497	2,543.7497	0.6085			2,556.5286
<b>Total</b>	<b>1.6992</b>	<b>15.5364</b>	<b>16.3276</b>	<b>0.0268</b>		<b>0.8057</b>	<b>0.8057</b>		<b>0.7581</b>	<b>0.7581</b>		<b>2,543.7497</b>	<b>2,543.7497</b>	<b>0.6085</b>			<b>2,556.5286</b>

### 3.4 Building Construction - 2022

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.0665	6.1183	15.8518	0.0302	0.9018	0.1599	1.0617	0.2556	0.1471	0.4027		2,813.9910	2,813.9910	0.0181			2,814.3711
Worker	1.9099	2.1430	24.0159	0.0568	4.8778	0.0311	4.9089	1.2938	0.0288	1.3226		3,820.9986	3,820.9986	0.2071			3,825.3472
<b>Total</b>	<b>2.9763</b>	<b>8.2614</b>	<b>39.8677</b>	<b>0.0870</b>	<b>5.7796</b>	<b>0.1910</b>	<b>5.9705</b>	<b>1.5494</b>	<b>0.1759</b>	<b>1.7253</b>		<b>6,634.9896</b>	<b>6,634.9896</b>	<b>0.2252</b>			<b>6,639.7183</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.6712	14.1741	17.8156	0.0268		0.9016	0.9016		0.9016	0.9016	0.0000	2,543.7497	2,543.7497	0.6085			2,556.5286
<b>Total</b>	<b>0.6712</b>	<b>14.1741</b>	<b>17.8156</b>	<b>0.0268</b>		<b>0.9016</b>	<b>0.9016</b>		<b>0.9016</b>	<b>0.9016</b>	<b>0.0000</b>	<b>2,543.7497</b>	<b>2,543.7497</b>	<b>0.6085</b>			<b>2,556.5286</b>

### 3.4 Building Construction - 2022

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.0665	6.1183	15.8518	0.0302	0.3706	0.1599	0.5305	0.1252	0.1471	0.2723		2,813.9910	2,813.9910	0.0181			2,814.3711
Worker	1.9099	2.1430	24.0159	0.0568	1.4863	0.0311	1.5174	0.4614	0.0288	0.4902		3,820.9986	3,820.9986	0.2071			3,825.3472
<b>Total</b>	<b>2.9763</b>	<b>8.2614</b>	<b>39.8677</b>	<b>0.0870</b>	<b>1.8569</b>	<b>0.1910</b>	<b>2.0479</b>	<b>0.5865</b>	<b>0.1759</b>	<b>0.7625</b>		<b>6,634.9896</b>	<b>6,634.9896</b>	<b>0.2252</b>			<b>6,639.7183</b>

### 3.4 Building Construction - 2023

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.5661	14.3126	16.2093	0.0268		0.6967	0.6967		0.6557	0.6557		2,544.6262	2,544.6262	0.6044			2,557.3191
<b>Total</b>	<b>1.5661</b>	<b>14.3126</b>	<b>16.2093</b>	<b>0.0268</b>		<b>0.6967</b>	<b>0.6967</b>		<b>0.6557</b>	<b>0.6557</b>		<b>2,544.6262</b>	<b>2,544.6262</b>	<b>0.6044</b>			<b>2,557.3191</b>

### 3.4 Building Construction - 2023

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.9966	5.4076	15.2646	0.0301	0.9016	0.1535	1.0551	0.2555	0.1412	0.3967		2,806.9866	2,806.9866	0.0170			2,807.3438
Worker	1.8219	2.0678	22.9326	0.0568	4.8778	0.0312	4.9090	1.2938	0.0290	1.3228		3,770.3264	3,770.3264	0.2020			3,774.5681
<b>Total</b>	<b>2.8184</b>	<b>7.4754</b>	<b>38.1972</b>	<b>0.0869</b>	<b>5.7794</b>	<b>0.1847</b>	<b>5.9641</b>	<b>1.5493</b>	<b>0.1702</b>	<b>1.7195</b>		<b>6,577.3130</b>	<b>6,577.3130</b>	<b>0.2190</b>			<b>6,581.9119</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.6712	14.1741	17.8156	0.0268		0.9016	0.9016		0.9016	0.9016	0.0000	2,544.6262	2,544.6262	0.6044			2,557.3191
<b>Total</b>	<b>0.6712</b>	<b>14.1741</b>	<b>17.8156</b>	<b>0.0268</b>		<b>0.9016</b>	<b>0.9016</b>		<b>0.9016</b>	<b>0.9016</b>	<b>0.0000</b>	<b>2,544.6262</b>	<b>2,544.6262</b>	<b>0.6044</b>			<b>2,557.3191</b>

### 3.4 Building Construction - 2023

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.9966	5.4076	15.2646	0.0301	0.3704	0.1535	0.5239	0.1251	0.1412	0.2663		2,806.9866	2,806.9866	0.0170			2,807.3438
Worker	1.8219	2.0678	22.9326	0.0568	1.4863	0.0312	1.5175	0.4614	0.0290	0.4903		3,770.3264	3,770.3264	0.2020			3,774.5681
<b>Total</b>	<b>2.8184</b>	<b>7.4754</b>	<b>38.1972</b>	<b>0.0869</b>	<b>1.8567</b>	<b>0.1847</b>	<b>2.0415</b>	<b>0.5865</b>	<b>0.1702</b>	<b>0.7567</b>		<b>6,577.3130</b>	<b>6,577.3130</b>	<b>0.2190</b>			<b>6,581.9119</b>

### 3.5 Architectural Coating - 2019

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000	
Off-Road	0.2664	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238			281.9473
<b>Total</b>	<b>67.8324</b>	<b>1.8354</b>	<b>1.8413</b>	<b>2.9700e-003</b>		<b>0.1288</b>	<b>0.1288</b>		<b>0.1288</b>	<b>0.1288</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0238</b>			<b>281.9473</b>

### 3.5 Architectural Coating - 2019

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.4592	0.5043	5.6951	0.0114	0.9789	6.1200e-003	0.9850	0.2597	5.6700e-003	0.2653		823.3188	823.3188	0.0462			824.2884
<b>Total</b>	<b>0.4592</b>	<b>0.5043</b>	<b>5.6951</b>	<b>0.0114</b>	<b>0.9789</b>	<b>6.1200e-003</b>	<b>0.9850</b>	<b>0.2597</b>	<b>5.6700e-003</b>	<b>0.2653</b>		<b>823.3188</b>	<b>823.3188</b>	<b>0.0462</b>			<b>824.2884</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.0594	1.3570	1.8324	2.9700e-003		0.0951	0.0951		0.0951	0.0951	0.0000	281.4481	281.4481	0.0238			281.9473
<b>Total</b>	<b>67.6254</b>	<b>1.3570</b>	<b>1.8324</b>	<b>2.9700e-003</b>		<b>0.0951</b>	<b>0.0951</b>		<b>0.0951</b>	<b>0.0951</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0238</b>			<b>281.9473</b>



### 3.5 Architectural Coating - 2019

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.4592	0.5043	5.6951	0.0114	0.2983	6.1200e-003	0.3044	0.0926	5.6700e-003	0.0983		823.3188	823.3188	0.0462			824.2884
<b>Total</b>	<b>0.4592</b>	<b>0.5043</b>	<b>5.6951</b>	<b>0.0114</b>	<b>0.2983</b>	<b>6.1200e-003</b>	<b>0.3044</b>	<b>0.0926</b>	<b>5.6700e-003</b>	<b>0.0983</b>		<b>823.3188</b>	<b>823.3188</b>	<b>0.0462</b>			<b>824.2884</b>

### 3.5 Architectural Coating - 2020

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.2422	1.6838	1.8314	2.9700e-003		0.1109	0.1109		0.1109	0.1109		281.4481	281.4481	0.0218			281.9057
<b>Total</b>	<b>67.8081</b>	<b>1.6838</b>	<b>1.8314</b>	<b>2.9700e-003</b>		<b>0.1109</b>	<b>0.1109</b>		<b>0.1109</b>	<b>0.1109</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0218</b>			<b>281.9057</b>

### 3.5 Architectural Coating - 2020

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.4271	0.4724	5.3211	0.0114	0.9789	6.1400e-003	0.9850	0.2597	5.6900e-003	0.2653		789.9375	789.9375	0.0440			790.8616
<b>Total</b>	<b>0.4271</b>	<b>0.4724</b>	<b>5.3211</b>	<b>0.0114</b>	<b>0.9789</b>	<b>6.1400e-003</b>	<b>0.9850</b>	<b>0.2597</b>	<b>5.6900e-003</b>	<b>0.2653</b>		<b>789.9375</b>	<b>789.9375</b>	<b>0.0440</b>			<b>790.8616</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.0594	1.3570	1.8324	2.9700e-003		0.0951	0.0951		0.0951	0.0951	0.0000	281.4481	281.4481	0.0218			281.9057
<b>Total</b>	<b>67.6254</b>	<b>1.3570</b>	<b>1.8324</b>	<b>2.9700e-003</b>		<b>0.0951</b>	<b>0.0951</b>		<b>0.0951</b>	<b>0.0951</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0218</b>			<b>281.9057</b>

### 3.5 Architectural Coating - 2020

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4271	0.4724	5.3211	0.0114	0.2983	6.1400e-003	0.3044	0.0926	5.6900e-003	0.0983		789.9375	789.9375	0.0440		790.8616
<b>Total</b>	<b>0.4271</b>	<b>0.4724</b>	<b>5.3211</b>	<b>0.0114</b>	<b>0.2983</b>	<b>6.1400e-003</b>	<b>0.3044</b>	<b>0.0926</b>	<b>5.6900e-003</b>	<b>0.0983</b>		<b>789.9375</b>	<b>789.9375</b>	<b>0.0440</b>		<b>790.8616</b>

### 3.5 Architectural Coating - 2021

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.8537
<b>Total</b>	<b>67.7848</b>	<b>1.5268</b>	<b>1.8176</b>	<b>2.9700e-003</b>		<b>0.0941</b>	<b>0.0941</b>		<b>0.0941</b>	<b>0.0941</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0193</b>		<b>281.8537</b>

### 3.5 Architectural Coating - 2021

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4033	0.4482	5.0641	0.0114	0.9789	6.2100e-003	0.9851	0.2597	5.7600e-003	0.2654		778.2694	778.2694	0.0428		779.1673
<b>Total</b>	<b>0.4033</b>	<b>0.4482</b>	<b>5.0641</b>	<b>0.0114</b>	<b>0.9789</b>	<b>6.2100e-003</b>	<b>0.9851</b>	<b>0.2597</b>	<b>5.7600e-003</b>	<b>0.2654</b>		<b>778.2694</b>	<b>778.2694</b>	<b>0.0428</b>		<b>779.1673</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.0594	1.3570	1.8324	2.9700e-003		0.0951	0.0951		0.0951	0.0951	0.0000	281.4481	281.4481	0.0193		281.8537
<b>Total</b>	<b>67.6254</b>	<b>1.3570</b>	<b>1.8324</b>	<b>2.9700e-003</b>		<b>0.0951</b>	<b>0.0951</b>		<b>0.0951</b>	<b>0.0951</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0193</b>		<b>281.8537</b>

### 3.5 Architectural Coating - 2021

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.4033	0.4482	5.0641	0.0114	0.2983	6.2100e-003	0.3045	0.0926	5.7600e-003	0.0984		778.2694	778.2694	0.0428			779.1673
<b>Total</b>	<b>0.4033</b>	<b>0.4482</b>	<b>5.0641</b>	<b>0.0114</b>	<b>0.2983</b>	<b>6.2100e-003</b>	<b>0.3045</b>	<b>0.0926</b>	<b>5.7600e-003</b>	<b>0.0984</b>		<b>778.2694</b>	<b>778.2694</b>	<b>0.0428</b>			<b>779.1673</b>

### 3.5 Architectural Coating - 2022

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.2045	1.4085	1.8136	2.9700e-003		0.0817	0.0817		0.0817	0.0817		281.4481	281.4481	0.0183			281.8329
<b>Total</b>	<b>67.7705</b>	<b>1.4085</b>	<b>1.8136</b>	<b>2.9700e-003</b>		<b>0.0817</b>	<b>0.0817</b>		<b>0.0817</b>	<b>0.0817</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0183</b>			<b>281.8329</b>

### 3.5 Architectural Coating - 2022

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.3833	0.4301	4.8197	0.0114	0.9789	6.2400e-003	0.9851	0.2597	5.7900e-003	0.2654		766.8213	766.8213	0.0416			767.6940
<b>Total</b>	<b>0.3833</b>	<b>0.4301</b>	<b>4.8197</b>	<b>0.0114</b>	<b>0.9789</b>	<b>6.2400e-003</b>	<b>0.9851</b>	<b>0.2597</b>	<b>5.7900e-003</b>	<b>0.2654</b>		<b>766.8213</b>	<b>766.8213</b>	<b>0.0416</b>			<b>767.6940</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.0594	1.3570	1.8324	2.9700e-003		0.0951	0.0951		0.0951	0.0951	0.0000	281.4481	281.4481	0.0183			281.8329
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
<b>Total</b>	<b>67.6254</b>	<b>1.3570</b>	<b>1.8324</b>	<b>2.9700e-003</b>		<b>0.0951</b>	<b>0.0951</b>		<b>0.0951</b>	<b>0.0951</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0183</b>			<b>281.8329</b>

### 3.5 Architectural Coating - 2022

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.3833	0.4301	4.8197	0.0114	0.2983	6.2400e-003	0.3045	0.0926	5.7900e-003	0.0984		766.8213	766.8213	0.0416			767.6940
<b>Total</b>	<b>0.3833</b>	<b>0.4301</b>	<b>4.8197</b>	<b>0.0114</b>	<b>0.2983</b>	<b>6.2400e-003</b>	<b>0.3045</b>	<b>0.0926</b>	<b>5.7900e-003</b>	<b>0.0984</b>		<b>766.8213</b>	<b>766.8213</b>	<b>0.0416</b>			<b>767.6940</b>

### 3.5 Architectural Coating - 2023

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168			281.8017
<b>Total</b>	<b>67.7576</b>	<b>1.3030</b>	<b>1.8111</b>	<b>2.9700e-003</b>		<b>0.0708</b>	<b>0.0708</b>		<b>0.0708</b>	<b>0.0708</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0168</b>			<b>281.8017</b>

### 3.5 Architectural Coating - 2023

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.3656	0.4150	4.6023	0.0114	0.9789	6.2600e-003	0.9852	0.2597	5.8100e-003	0.2655		756.6521	756.6521	0.0405			757.5034
<b>Total</b>	<b>0.3656</b>	<b>0.4150</b>	<b>4.6023</b>	<b>0.0114</b>	<b>0.9789</b>	<b>6.2600e-003</b>	<b>0.9852</b>	<b>0.2597</b>	<b>5.8100e-003</b>	<b>0.2655</b>		<b>756.6521</b>	<b>756.6521</b>	<b>0.0405</b>			<b>757.5034</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.0594	1.3570	1.8324	2.9700e-003		0.0951	0.0951		0.0951	0.0951	0.0000	281.4481	281.4481	0.0168			281.8017
<b>Total</b>	<b>67.6254</b>	<b>1.3570</b>	<b>1.8324</b>	<b>2.9700e-003</b>		<b>0.0951</b>	<b>0.0951</b>		<b>0.0951</b>	<b>0.0951</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0168</b>			<b>281.8017</b>



### 3.5 Architectural Coating - 2023

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.3656	0.4150	4.6023	0.0114	0.2983	6.2600e-003	0.3046	0.0926	5.8100e-003	0.0984		756.6521	756.6521	0.0405			757.5034
<b>Total</b>	<b>0.3656</b>	<b>0.4150</b>	<b>4.6023</b>	<b>0.0114</b>	<b>0.2983</b>	<b>6.2600e-003</b>	<b>0.3046</b>	<b>0.0926</b>	<b>5.8100e-003</b>	<b>0.0984</b>		<b>756.6521</b>	<b>756.6521</b>	<b>0.0405</b>			<b>757.5034</b>

### 3.6 Paving - 2023

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.0128	9.9983	14.2850	0.0223		0.5010	0.5010		0.4609	0.4609		2,160.6139	2,160.6139	0.6988			2,175.2884
Paving	2.2544					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
<b>Total</b>	<b>3.2672</b>	<b>9.9983</b>	<b>14.2850</b>	<b>0.0223</b>		<b>0.5010</b>	<b>0.5010</b>		<b>0.4609</b>	<b>0.4609</b>		<b>2,160.6139</b>	<b>2,160.6139</b>	<b>0.6988</b>			<b>2,175.2884</b>

### 3.6 Paving - 2023

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0469	0.0532	0.5900	1.4600e-003	0.1255	8.0000e-004	0.1263	0.0333	7.5000e-004	0.0340		97.0067	97.0067	5.2000e-003			97.1158
<b>Total</b>	<b>0.0469</b>	<b>0.0532</b>	<b>0.5900</b>	<b>1.4600e-003</b>	<b>0.1255</b>	<b>8.0000e-004</b>	<b>0.1263</b>	<b>0.0333</b>	<b>7.5000e-004</b>	<b>0.0340</b>		<b>97.0067</b>	<b>97.0067</b>	<b>5.2000e-003</b>			<b>97.1158</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.5490	11.0645	16.9276	0.0223		0.5982	0.5982		0.5982	0.5982	0.0000	2,160.6139	2,160.6139	0.6988			2,175.2884
Paving	2.2544					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
<b>Total</b>	<b>2.8034</b>	<b>11.0645</b>	<b>16.9276</b>	<b>0.0223</b>		<b>0.5982</b>	<b>0.5982</b>		<b>0.5982</b>	<b>0.5982</b>	<b>0.0000</b>	<b>2,160.6139</b>	<b>2,160.6139</b>	<b>0.6988</b>			<b>2,175.2884</b>

### 3.6 Paving - 2023

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0469	0.0532	0.5900	1.4600e-003	0.0382	8.0000e-004	0.0390	0.0119	7.5000e-004	0.0126		97.0067	97.0067	5.2000e-003			97.1158
<b>Total</b>	<b>0.0469</b>	<b>0.0532</b>	<b>0.5900</b>	<b>1.4600e-003</b>	<b>0.0382</b>	<b>8.0000e-004</b>	<b>0.0390</b>	<b>0.0119</b>	<b>7.5000e-004</b>	<b>0.0126</b>		<b>97.0067</b>	<b>97.0067</b>	<b>5.2000e-003</b>			<b>97.1158</b>

### 4.0 Operational Detail - Mobile

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#### 4.1 Mitigation Measures Mobile

Increase Density

Increase Diversity

Improve Walkability Design

Improve Destination Accessibility

Increase Transit Accessibility

Improve Pedestrian Network

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	35.1441	51.9167	273.0431	0.3814	23.5980	0.7891	24.3871	6.2997	0.7270	7.0268		29,510.15 97	29,510.15 97	1.2226		29,535.83 47
Unmitigated	38.2888	73.8235	354.8991	0.6377	41.0810	1.2988	42.3799	10.9670	1.1965	12.1635		49,384.89 76	49,384.89 76	1.9000		49,424.79 84

#### 4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	988.50	1,074.00	910.50	2,213,593	1,271,545
Apartments Mid Rise	527.20	572.80	485.60	1,180,583	678,157
City Park	55.65	55.65	55.65	106,102	60,948
Strip Mall	1,551.20	1,471.40	715.05	1,658,658	952,776
General Office Building	110.10	23.70	9.80	178,048	102,275
General Office Building	781.71	168.27	69.58	1,264,143	726,156
General Office Building	55.05	11.85	4.90	89,024	51,138
Golf Course	677.88	782.79	790.86	1,144,481	657,419
Golf Course	75.60	87.30	88.20	127,637	73,318
Hotel	1,143.80	1,146.60	833.00	1,633,249	938,180
Hotel	1,634.00	1,638.00	1190.00	2,333,213	1,340,257
Other Asphalt Surfaces	0.00	0.00	0.00		
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Quality Restaurant	449.75	471.80	360.80	376,413	216,221
Single Family Housing	2,440.35	2,570.40	2236.35	5,435,239	3,122,141
<b>Total</b>	<b>10,490.79</b>	<b>10,074.56</b>	<b>7,750.29</b>	<b>17,740,383</b>	<b>10,190,532</b>

#### 4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	11.00	3.50	4.50	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	11.00	3.50	4.50	40.20	19.20	40.60	86	11	3
City Park	12.50	4.20	5.40	33.00	48.00	19.00	66	28	6
Strip Mall	12.50	4.20	5.40	16.60	64.40	19.00	45	40	15
General Office Building	12.50	4.20	5.40	33.00	48.00	19.00	77	19	4
General Office Building	12.50	4.20	5.40	33.00	48.00	19.00	77	19	4
General Office Building	12.50	4.20	5.40	33.00	48.00	19.00	77	19	4
Golf Course	12.50	4.20	5.40	33.00	48.00	19.00	52	39	9
Golf Course	12.50	4.20	5.40	33.00	48.00	19.00	52	39	9
Hotel	12.50	4.20	5.40	19.40	61.60	19.00	58	38	4
Hotel	12.50	4.20	5.40	19.40	61.60	19.00	58	38	4
Other Asphalt Surfaces	12.50	4.20	5.40	0.00	0.00	0.00	0	0	0
Other Non-Asphalt Surfaces	12.50	4.20	5.40	0.00	0.00	0.00	0	0	0
Quality Restaurant	12.50	4.20	5.40	12.00	69.00	19.00	38	18	44
Single Family Housing	11.00	3.50	4.50	40.20	19.20	40.60	86	11	3

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.471073	0.065210	0.167869	0.157103	0.039378	0.006346	0.011728	0.072116	0.001386	0.001196	0.003702	0.000530	0.002362

**5.0 Energy Detail**

**4.4 Fleet Mix**

Historical Energy Use: N

**5.1 Mitigation Measures Energy**

Install Energy Efficient Appliances

Exceed Title 24

Install High Efficiency Lighting

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.8814	7.8522	5.5544	0.0481		0.6090	0.6090		0.6090	0.6090		9,615.1457	9,615.1457	0.1843	0.1763	9,673.6619
NaturalGas Unmitigated	1.0132	9.0278	6.3936	0.0553		0.7000	0.7000		0.7000	0.7000		11,053.1723	11,053.1723	0.2119	0.2026	11,120.4401

### 5.2 Energy by Land Use - NaturalGas

#### Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	2628.77	0.0284	0.2423	0.1031	1.5500e-003		0.0196	0.0196		0.0196	0.0196		309.2667	309.2667	5.9300e-003	5.6700e-003	311.1489
Apartments Mid Rise	4928.94	0.0532	0.4542	0.1933	2.9000e-003		0.0367	0.0367		0.0367	0.0367		579.8751	579.8751	0.0111	0.0106	583.4041
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	100	1.0800e-003	9.8000e-003	8.2400e-003	6.0000e-005		7.5000e-004	7.5000e-004		7.5000e-004	7.5000e-004		11.7647	11.7647	2.3000e-004	2.2000e-004	11.8363
General Office Building	50	5.4000e-004	4.9000e-003	4.1200e-003	3.0000e-005		3.7000e-004	3.7000e-004		3.7000e-004	3.7000e-004		5.8824	5.8824	1.1000e-004	1.1000e-004	5.9182
General Office Building	710	7.6600e-003	0.0696	0.0585	4.2000e-004		5.2900e-003	5.2900e-003		5.2900e-003	5.2900e-003		83.5294	83.5294	1.6000e-003	1.5300e-003	84.0378
Golf Course	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	28675.5	0.3093	2.8113	2.3615	0.0169		0.2137	0.2137		0.2137	0.2137		3,373.5890	3,373.5890	0.0647	0.0619	3,394.1201
Hotel	29244.2	0.3154	2.8671	2.4084	0.0172		0.2179	0.2179		0.2179	0.2179		3,440.4932	3,440.4932	0.0659	0.0631	3,461.4314
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	3801.51	0.0410	0.3727	0.3131	2.2400e-003		0.0283	0.0283		0.0283	0.0283		447.2361	447.2361	8.5700e-003	8.2000e-003	449.9579
Single Family Housing	23590.6	0.2544	2.1740	0.9251	0.0139		0.1758	0.1758		0.1758	0.1758		2,775.3633	2,775.3633	0.0532	0.0509	2,792.2537
Strip Mall	222.466	2.4000e-003	0.0218	0.0183	1.3000e-004		1.6600e-003	1.6600e-003		1.6600e-003	1.6600e-003		26.1724	26.1724	5.0000e-004	4.8000e-004	26.3317
<b>Total</b>		<b>1.0132</b>	<b>9.0278</b>	<b>6.3936</b>	<b>0.0553</b>		<b>0.7000</b>	<b>0.7000</b>		<b>0.7000</b>	<b>0.7000</b>		<b>11,053.1723</b>	<b>11,053.1723</b>	<b>0.2118</b>	<b>0.2027</b>	<b>11,120.4401</b>

### 5.2 Energy by Land Use - NaturalGas

#### Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	2.29294	0.0247	0.2113	0.0899	1.3500e-003		0.0171	0.0171		0.0171	0.0171		269.7582	269.7582	5.1700e-003	4.9500e-003	271.3999
Apartments Mid Rise	4.29927	0.0464	0.3962	0.1686	2.5300e-003		0.0320	0.0320		0.0320	0.0320		505.7965	505.7965	9.6900e-003	9.2700e-003	508.8747
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	0.0425	4.6000e-004	4.1700e-003	3.5000e-003	3.0000e-005		3.2000e-004	3.2000e-004		3.2000e-004	3.2000e-004		5.0000	5.0000	1.0000e-004	9.0000e-005	5.0304
General Office Building	0.085	9.2000e-004	8.3300e-003	7.0000e-003	5.0000e-005		6.3000e-004	6.3000e-004		6.3000e-004	6.3000e-004		10.0000	10.0000	1.9000e-004	1.8000e-004	10.0609
General Office Building	0.6035	6.5100e-003	0.0592	0.0497	3.5000e-004		4.5000e-003	4.5000e-003		4.5000e-003	4.5000e-003		71.0000	71.0000	1.3600e-003	1.3000e-003	71.4321
Golf Course	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	24.7065	0.2664	2.4222	2.0347	0.0145		0.1841	0.1841		0.1841	0.1841		2,906.6500	2,906.6500	0.0557	0.0533	2,924.3394
Hotel	25.1965	0.2717	2.4702	2.0750	0.0148		0.1877	0.1877		0.1877	0.1877		2,964.2939	2,964.2939	0.0568	0.0544	2,982.3341
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	3.63355	0.0392	0.3562	0.2992	2.1400e-003		0.0271	0.0271		0.0271	0.0271		427.4762	427.4762	8.1900e-003	7.8400e-003	430.0778
Single Family Housing	20.6755	0.2230	1.9054	0.8108	0.0122		0.1541	0.1541		0.1541	0.1541		2,432.4167	2,432.4167	0.0466	0.0446	2,447.2200
Strip Mall	0.193411	2.0900e-003	0.0190	0.0159	1.1000e-004		1.4400e-003	1.4400e-003		1.4400e-003	1.4400e-003		22.7542	22.7542	4.4000e-004	4.2000e-004	22.8927
<b>Total</b>		<b>0.8814</b>	<b>7.8522</b>	<b>5.5544</b>	<b>0.0481</b>		<b>0.6090</b>	<b>0.6090</b>		<b>0.6090</b>	<b>0.6090</b>		<b>9,615.1457</b>	<b>9,615.1457</b>	<b>0.1843</b>	<b>0.1763</b>	<b>9,673.6619</b>

### 6.0 Area Detail



**6.1 Mitigation Measures Area**

- Use Low VOC Paint - Residential Interior
- Use Low VOC Paint - Residential Exterior
- Use Low VOC Paint - Non-Residential Interior
- Use Low VOC Paint - Non-Residential Exterior
- Use only Natural Gas Hearths
- Use Low VOC Cleaning Supplies

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	29.5811	0.4650	40.2888	2.1200e-003		1.1287	1.1287		1.1191	1.1191	0.0000	14,403.3757	14,403.3757	0.3453	0.2627	14,492.0767
Unmitigated	48.4088	0.4650	40.2888	2.1200e-003		1.1287	1.1287		1.1191	1.1191	0.0000	14,403.3757	14,403.3757	0.3453	0.2627	14,492.0767

### 6.2 Area by SubCategory

#### Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	21.2324					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.6335					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.3137	6.0000e-005	0.0717	0.0000		0.9076	0.9076		0.8981	0.8981	0.0000	14,331.1765	14,331.1765	0.2747	0.2627	14,418.3936
Landscaping	1.2292	0.4650	40.2172	2.1200e-003		0.2210	0.2210		0.2210	0.2210		72.1992	72.1992	0.0707		73.6831
<b>Total</b>	<b>48.4088</b>	<b>0.4650</b>	<b>40.2888</b>	<b>2.1200e-003</b>		<b>1.1287</b>	<b>1.1287</b>		<b>1.1191</b>	<b>1.1191</b>	<b>0.0000</b>	<b>14,403.3757</b>	<b>14,403.3757</b>	<b>0.3453</b>	<b>0.2627</b>	<b>14,492.0767</b>

## 6.2 Area by SubCategory

### Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	4.2465					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	22.7918					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.3137	6.0000e-005	0.0717	0.0000		0.9076	0.9076		0.8981	0.8981	0.0000	14,331.1765	14,331.1765	0.2747	0.2627	14,418.3936
Landscaping	1.2292	0.4650	40.2172	2.1200e-003		0.2210	0.2210		0.2210	0.2210		72.1992	72.1992	0.0707		73.6831
<b>Total</b>	<b>29.5811</b>	<b>0.4650</b>	<b>40.2888</b>	<b>2.1200e-003</b>		<b>1.1287</b>	<b>1.1287</b>		<b>1.1191</b>	<b>1.1191</b>	<b>0.0000</b>	<b>14,403.3757</b>	<b>14,403.3757</b>	<b>0.3453</b>	<b>0.2627</b>	<b>14,492.0767</b>

## 7.0 Water Detail

### 7.1 Mitigation Measures Water

- Apply Water Conservation Strategy
- Install Low Flow Bathroom Faucet
- Install Low Flow Kitchen Faucet
- Install Low Flow Toilet
- Install Low Flow Shower
- Use Water Efficient Irrigation System

## 8.0 Waste Detail

### 8.1 Mitigation Measures Waste

Institute Recycling and Composting Services

### 9.0 Operational Offroad

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Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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### 10.0 Vegetation

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**SilverRock Addendum**  
**Salton Sea Air Basin, Winter**

## 1.0 Project Characteristics

### 1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	10.00	1000sqft	0.23	10,000.00	0
General Office Building	71.00	1000sqft	2.50	71,000.00	0
General Office Building	5.00	1000sqft	0.11	5,000.00	0
Other Asphalt Surfaces	37.00	Acre	37.00	0.00	0
User Defined Recreational	4.00	User Defined Unit	4.00	0.00	0
City Park	35.00	Acre	35.00	0.00	0
Golf Course	134.50	Acre	134.50	5,000.00	0
Golf Course	15.00	Acre	15.00	0.00	0
Hotel	140.00	Room	17.00	166,400.00	0
Hotel	200.00	Room	10.00	169,700.00	0
Quality Restaurant	5.00	1000sqft	0.11	5,000.00	0
Apartments Mid Rise	150.00	Dwelling Unit	10.50	150,000.00	270
Apartments Mid Rise	80.00	Dwelling Unit	2.11	75,000.00	144
Single Family Housing	255.00	Dwelling Unit	56.50	459,000.00	824
Strip Mall	35.00	1000sqft	25.50	35,000.00	0

### 1.2 Other Project Characteristics

<b>Urbanization</b>	Urban	<b>Wind Speed (m/s)</b>	3.4	<b>Precipitation Freq (Days)</b>	20
<b>Climate Zone</b>	10			<b>Operational Year</b>	2020
<b>Utility Company</b>	Southern California Edison				

<b>CO2 Intensity (lb/MW hr)</b>	630.89	<b>CH4 Intensity (lb/MW hr)</b>	0.029	<b>N2O Intensity (lb/MW hr)</b>	0.006
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**1.3 User Entered Comments & Non-Default Data**

Project Characteristics -

Land Use - PA 1: 10,000 sf conference room, 15 acres modified existing golfcourse; PA 2: 140 hotel rooms; PA 3: 35 single family units; PA 4: 71,000 sf shared services/conference center;  
 PA 5 200 hotel rooms; PA 6: 60 luxury branded units; PA 7: 25,000 sf retail, 150 apartment units;  
 PA 8: 160 units; PA 9: 15,000 sf retail, 80 apartment units; PA 10: 5,000 sf new clubhouse, 134.5 acre golf course  
 PA 11: 35 acre park; PA 12: 4 acres trails, 37 acres streets/landscaping

Construction Phase - Based on estimated construction schedule of 8 years

Trips and VMT - Per CalEEMod User's Guide for trip generation.

On-road Fugitive Dust - Assume Paved Roads

Grading -

Architectural Coating -

Vehicle Trips - Water Well Sites and All American Canal

Road Dust - Paved Roads

Woodstoves - No woodstoves

Area Coating - No negative

Energy Use -

Water And Wastewater -

Construction Off-road Equipment Mitigation - Tier 3 required per CARB. SCAQMD Rule 403 and 403.1.

Mobile Land Use Mitigation -

Area Mitigation - SCAQMD Rule 1113

Energy Mitigation -

Water Mitigation -

Waste Mitigation -

Table Name	Column Name	Default Value	New Value
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	250	50

tblAreaMitigation	UseLowVOCPaintNonresidentialInteriorValue	250	50
tblAreaMitigation	UseLowVOCPaintResidentialExteriorValue	250	50
tblAreaMitigation	UseLowVOCPaintResidentialInteriorValue	250	50
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	80
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	4.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	9.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3

tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstEquipMitigation	Tier	No Change	Tier 3
tblConstructionPhase	NumDays	440.00	1,147.00
tblConstructionPhase	NumDays	6,200.00	1,161.00
tblConstructionPhase	NumDays	440.00	43.00
tblConstructionPhase	PhaseEndDate	2/22/2028	12/22/2023
tblConstructionPhase	PhaseEndDate	10/2/2023	10/1/2023
tblConstructionPhase	PhaseEndDate	4/18/2019	4/19/2019
tblConstructionPhase	PhaseEndDate	2/21/2024	12/20/2023
tblConstructionPhase	PhaseStartDate	10/2/2023	8/1/2019
tblConstructionPhase	PhaseStartDate	4/20/2019	4/19/2019
tblConstructionPhase	PhaseStartDate	12/2/2016	12/3/2016
tblConstructionPhase	PhaseStartDate	12/23/2023	10/23/2023
tblFireplaces	FireplaceWoodMass	457.60	0.00
tblFireplaces	FireplaceWoodMass	457.60	0.00
tblFireplaces	NumberWood	25.50	0.00
tblLandUse	LandUseSquareFeet	1,611,720.00	0.00
tblLandUse	LandUseSquareFeet	174,240.00	0.00
tblLandUse	LandUseSquareFeet	1,524,600.00	0.00
tblLandUse	LandUseSquareFeet	5,858,820.00	5,000.00
tblLandUse	LandUseSquareFeet	653,400.00	0.00
tblLandUse	LandUseSquareFeet	203,280.00	166,400.00
tblLandUse	LandUseSquareFeet	290,400.00	169,700.00
tblLandUse	LandUseSquareFeet	80,000.00	75,000.00
tblLandUse	LotAcreage	1.63	2.50
tblLandUse	LotAcreage	4.67	17.00
tblLandUse	LotAcreage	6.67	10.00



tblLandUse	LotAcreage	3.95	10.50
tblLandUse	LotAcreage	82.79	56.50
tblLandUse	LotAcreage	0.80	25.50
tblLandUse	Population	485.00	270.00
tblLandUse	Population	258.00	144.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	HaulingPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	VendorPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblOnRoadDust	WorkerPercentPave	50.00	100.00
tblProjectCharacteristics	OperationalYear	2014	2020
tblRoadDust	RoadPercentPave	50	100
tblTripsAndVMT	VendorTripNumber	449.00	186.00
tblTripsAndVMT	WorkerTripNumber	1,262.00	583.00
tblTripsAndVMT	WorkerTripNumber	252.00	117.00
tblWoodstoves	NumberCatalytic	11.50	0.00
tblWoodstoves	NumberCatalytic	12.75	0.00
tblWoodstoves	NumberNoncatalytic	11.50	0.00

tbWoodstoves	NumberNoncatalytic	12.75	0.00
tbWoodstoves	WoodstoveDayYear	82.00	0.00
tbWoodstoves	WoodstoveDayYear	82.00	0.00
tbWoodstoves	WoodstoveWoodMass	999.60	0.00
tbWoodstoves	WoodstoveWoodMass	999.60	0.00

## 2.0 Emissions Summary

### 2.1 Overall Construction (Maximum Daily Emission)

#### Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	6.5582	74.9377	50.1980	0.0635	18.2169	3.5853	21.1565	9.9706	3.2985	12.6751	0.0000	6,562.0458	6,562.0458	1.9447	0.0000	6,602.8836
2017	6.1698	69.7048	47.7609	0.0635	8.8407	3.3183	12.1589	3.6409	3.0528	6.6937	0.0000	6,454.4079	6,454.4079	1.9434	0.0000	6,495.2183
2018	5.3532	59.6371	43.1739	0.0635	8.8407	2.7891	11.6297	3.6409	2.5660	6.2068	0.0000	6,348.3893	6,348.3893	1.9425	0.0000	6,389.1815
2019	73.7635	88.2171	106.1052	0.1730	14.6210	4.0317	18.6527	5.1906	3.7354	8.9259	0.0000	15,483.7702	15,483.7702	2.8188	0.0000	15,542.9641
2020	73.1381	32.5485	67.7160	0.1229	6.7588	1.4493	8.2081	1.8091	1.3651	3.1742	0.0000	9,994.8221	9,994.8221	0.9231	0.0000	10,014.2073
2021	72.7040	28.9761	65.3157	0.1229	6.7587	1.2505	8.0091	1.8091	1.1776	2.9867	0.0000	9,926.5525	9,926.5525	0.9065	0.0000	9,945.5894
2022	72.3779	26.2172	63.4899	0.1229	6.7585	1.0864	7.8449	1.8090	1.0232	2.8322	0.0000	9,860.2858	9,860.2858	0.8946	0.0000	9,879.0730
2023	72.0823	24.0199	61.4578	0.1228	6.7583	0.9598	7.7181	1.8089	0.9037	2.7126	0.0000	9,797.4498	9,797.4498	0.8818	0.0000	9,815.9682
<b>Total</b>	<b>382.1469</b>	<b>404.2583</b>	<b>505.2173</b>	<b>0.8549</b>	<b>77.5534</b>	<b>18.4704</b>	<b>95.3781</b>	<b>29.6791</b>	<b>17.1222</b>	<b>46.2072</b>	<b>0.0000</b>	<b>74,427.7235</b>	<b>74,427.7235</b>	<b>12.2553</b>	<b>0.0000</b>	<b>74,685.0853</b>

**2.1 Overall Construction (Maximum Daily Emission)**

**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2016	1.5916	29.9038	39.0038	0.0635	6.7394	1.3245	7.7015	3.6936	1.3244	4.6555	0.0000	6,562.0458	6,562.0458	1.9447	0.0000	6,602.8835
2017	1.5835	29.8925	38.8991	0.0635	3.2645	1.3245	4.5889	1.3483	1.3244	2.6727	0.0000	6,454.4079	6,454.4079	1.9434	0.0000	6,495.2183
2018	1.5765	29.8830	38.8103	0.0635	3.2645	1.3244	4.5889	1.3483	1.3244	2.6727	0.0000	6,348.3893	6,348.3893	1.9425	0.0000	6,389.1814
2019	71.8760	57.0082	104.4548	0.1730	5.1221	2.4667	7.5888	1.9352	2.4475	4.3827	0.0000	15,483.7702	15,483.7702	2.8188	0.0000	15,542.9641
2020	71.5153	27.3118	68.7241	0.1229	2.1555	1.2222	3.3777	0.6793	1.2044	1.8836	0.0000	9,994.8221	9,994.8221	0.9231	0.0000	10,014.2073
2021	71.3226	25.6402	66.6085	0.1229	2.1554	1.1982	3.3535	0.6792	1.1823	1.8615	0.0000	9,926.5525	9,926.5525	0.9065	0.0000	9,945.5894
2022	71.2048	24.8034	64.9968	0.1229	2.1552	1.1957	3.3509	0.6791	1.1800	1.8591	0.0000	9,860.2858	9,860.2858	0.8946	0.0000	9,879.0730
2023	71.0552	23.9354	63.0854	0.1228	2.1550	1.1890	3.3440	0.6790	1.1739	1.8529	0.0000	9,797.4498	9,797.4498	0.8818	0.0000	9,815.9682
<b>Total</b>	<b>361.7255</b>	<b>248.3783</b>	<b>484.5828</b>	<b>0.8549</b>	<b>27.0116</b>	<b>11.2450</b>	<b>37.8941</b>	<b>11.0420</b>	<b>11.1612</b>	<b>21.8407</b>	<b>0.0000</b>	<b>74,427.7234</b>	<b>74,427.7234</b>	<b>12.2553</b>	<b>0.0000</b>	<b>74,685.0853</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
<b>Percent Reduction</b>	<b>5.34</b>	<b>38.56</b>	<b>4.08</b>	<b>0.00</b>	<b>65.17</b>	<b>39.12</b>	<b>60.27</b>	<b>62.80</b>	<b>34.81</b>	<b>52.73</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	48.4088	0.4650	40.2888	2.1200e-003		1.1287	1.1287		1.1191	1.1191	0.0000	14,403.3757	14,403.3757	0.3453	0.2627	14,492.0767
Energy	1.0132	9.0278	6.3936	0.0553		0.7000	0.7000		0.7000	0.7000		11,053.1723	11,053.1723	0.2119	0.2026	11,120.4401
Mobile	31.6066	79.2896	370.0575	0.6047	41.0810	1.3075	42.3885	10.9670	1.2044	12.1714		46,994.6677	46,994.6677	1.9069		47,034.7125
<b>Total</b>	<b>81.0285</b>	<b>88.7824</b>	<b>416.7399</b>	<b>0.6621</b>	<b>41.0810</b>	<b>3.1361</b>	<b>44.2172</b>	<b>10.9670</b>	<b>3.0235</b>	<b>13.9906</b>	<b>0.0000</b>	<b>72,451.2157</b>	<b>72,451.2157</b>	<b>2.4641</b>	<b>0.4654</b>	<b>72,647.2293</b>

**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	29.5811	0.4650	40.2888	2.1200e-003		1.1287	1.1287		1.1191	1.1191	0.0000	14,403.3757	14,403.3757	0.3453	0.2627	14,492.0767
Energy	0.8814	7.8522	5.5544	0.0481		0.6090	0.6090		0.6090	0.6090		9,615.1457	9,615.1457	0.1843	0.1763	9,673.6619
Mobile	28.8422	55.1764	305.0550	0.3621	23.5980	0.7977	24.3957	6.2997	0.7350	7.0347		28,070.8597	28,070.8597	1.2295		28,096.6786
<b>Total</b>	<b>59.3047</b>	<b>63.4937</b>	<b>350.8982</b>	<b>0.4123</b>	<b>23.5980</b>	<b>2.5353</b>	<b>26.1333</b>	<b>6.2997</b>	<b>2.4630</b>	<b>8.7628</b>	<b>0.0000</b>	<b>52,089.3812</b>	<b>52,089.3812</b>	<b>1.7591</b>	<b>0.4390</b>	<b>52,262.4172</b>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	26.81	28.48	15.80	37.73	42.56	19.16	40.90	42.56	18.54	37.37	0.00	28.10	28.10	28.61	5.66	28.06

### 3.0 Construction Detail

#### Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/1/2016	12/1/2016	5	240	
2	Grading	Grading	12/3/2016	4/19/2019	5	620	
3	Building Construction	Building Construction	4/19/2019	10/1/2023	5	1161	
4	Architectural Coating	Architectural Coating	8/1/2019	12/22/2023	5	1147	
5	Paving	Paving	10/23/2023	12/20/2023	5	43	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 1550

Acres of Paving: 0

Residential Indoor: 1,385,100; Residential Outdoor: 461,700; Non-Residential Indoor: 3,630,960; Non-Residential Outdoor: 1,210,320 (Architectural Coating – sqft)

#### OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Rubber Tired Dozers	3	8.00	255	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	162	0.38
Grading	Graders	1	8.00	174	0.41
Grading	Rubber Tired Dozers	1	8.00	255	0.40
Grading	Scrapers	2	8.00	361	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	226	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Pavers	2	8.00	125	0.42
Paving	Paving Equipment	2	8.00	130	0.36
Paving	Rollers	2	8.00	80	0.38

**Trips and VMT**

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	7	18.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	583.00	186.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	117.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	11.00	5.40	20.00	LD_Mix	HDT_Mix	HHDT

**3.1 Mitigation Measures Construction**

Use Cleaner Engines for Construction Equipment

Use Soil Stabilizer

Replace Ground Cover

Water Exposed Area

Water Unpaved Roads

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

### 3.2 Site Preparation - 2016

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	5.0771	54.6323	41.1053	0.0391		2.9387	2.9387		2.7036	2.7036		4,065.005 3	4,065.005 3	1.2262		4,090.754 4
<b>Total</b>	<b>5.0771</b>	<b>54.6323</b>	<b>41.1053</b>	<b>0.0391</b>	<b>18.0663</b>	<b>2.9387</b>	<b>21.0049</b>	<b>9.9307</b>	<b>2.7036</b>	<b>12.6343</b>		<b>4,065.005 3</b>	<b>4,065.005 3</b>	<b>1.2262</b>		<b>4,090.754 4</b>

**3.2 Site Preparation - 2016**

**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0709	0.1116	0.9545	1.6300e-003	0.1506	9.9000e-004	0.1516	0.0400	9.0000e-004	0.0409		132.3586	132.3586	8.7000e-003		132.5413
<b>Total</b>	<b>0.0709</b>	<b>0.1116</b>	<b>0.9545</b>	<b>1.6300e-003</b>	<b>0.1506</b>	<b>9.9000e-004</b>	<b>0.1516</b>	<b>0.0400</b>	<b>9.0000e-004</b>	<b>0.0409</b>		<b>132.3586</b>	<b>132.3586</b>	<b>8.7000e-003</b>		<b>132.5413</b>

**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.6936	0.0000	6.6936	3.6793	0.0000	3.6793			0.0000			0.0000
Off-Road	0.9515	19.4584	23.4003	0.0391		0.9611	0.9611		0.9611	0.9611	0.0000	4,065.0053	4,065.0053	1.2262		4,090.7544
<b>Total</b>	<b>0.9515</b>	<b>19.4584</b>	<b>23.4003</b>	<b>0.0391</b>	<b>6.6936</b>	<b>0.9611</b>	<b>7.6546</b>	<b>3.6793</b>	<b>0.9611</b>	<b>4.6404</b>	<b>0.0000</b>	<b>4,065.0053</b>	<b>4,065.0053</b>	<b>1.2262</b>		<b>4,090.7544</b>



### 3.2 Site Preparation - 2016

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0709	0.1116	0.9545	1.6300e-003	0.0459	9.9000e-004	0.0469	0.0142	9.0000e-004	0.0152		132.3586	132.3586	8.7000e-003			132.5413
<b>Total</b>	<b>0.0709</b>	<b>0.1116</b>	<b>0.9545</b>	<b>1.6300e-003</b>	<b>0.0459</b>	<b>9.9000e-004</b>	<b>0.0469</b>	<b>0.0142</b>	<b>9.0000e-004</b>	<b>0.0152</b>		<b>132.3586</b>	<b>132.3586</b>	<b>8.7000e-003</b>			<b>132.5413</b>

### 3.3 Grading - 2016

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000				0.0000
Off-Road	6.4795	74.8137	49.1374	0.0617		3.5842	3.5842		3.2975	3.2975		6,414.9807	6,414.9807	1.9350			6,455.6154
<b>Total</b>	<b>6.4795</b>	<b>74.8137</b>	<b>49.1374</b>	<b>0.0617</b>	<b>8.6733</b>	<b>3.5842</b>	<b>12.2576</b>	<b>3.5965</b>	<b>3.2975</b>	<b>6.8940</b>		<b>6,414.9807</b>	<b>6,414.9807</b>	<b>1.9350</b>			<b>6,455.6154</b>

### 3.3 Grading - 2016

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0788	0.1240	1.0606	1.8100e-003	0.1673	1.0900e-003	0.1684	0.0444	1.0100e-003	0.0454		147.0651	147.0651	9.6700e-003			147.2681
<b>Total</b>	<b>0.0788</b>	<b>0.1240</b>	<b>1.0606</b>	<b>1.8100e-003</b>	<b>0.1673</b>	<b>1.0900e-003</b>	<b>0.1684</b>	<b>0.0444</b>	<b>1.0100e-003</b>	<b>0.0454</b>		<b>147.0651</b>	<b>147.0651</b>	<b>9.6700e-003</b>			<b>147.2681</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					3.2135	0.0000	3.2135	1.3325	0.0000	1.3325			0.0000			0.0000	
Off-Road	1.5128	29.7798	37.9432	0.0617		1.3234	1.3234		1.3234	1.3234	0.0000	6,414.9807	6,414.9807	1.9350			6,455.6154
<b>Total</b>	<b>1.5128</b>	<b>29.7798</b>	<b>37.9432</b>	<b>0.0617</b>	<b>3.2135</b>	<b>1.3234</b>	<b>4.5369</b>	<b>1.3325</b>	<b>1.3234</b>	<b>2.6559</b>	<b>0.0000</b>	<b>6,414.9807</b>	<b>6,414.9807</b>	<b>1.9350</b>			<b>6,455.6154</b>

### 3.3 Grading - 2016

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0788	0.1240	1.0606	1.8100e-003	0.0510	1.0900e-003	0.0521	0.0158	1.0100e-003	0.0168		147.0651	147.0651	9.6700e-003		147.2681
<b>Total</b>	<b>0.0788</b>	<b>0.1240</b>	<b>1.0606</b>	<b>1.8100e-003</b>	<b>0.0510</b>	<b>1.0900e-003</b>	<b>0.0521</b>	<b>0.0158</b>	<b>1.0100e-003</b>	<b>0.0168</b>		<b>147.0651</b>	<b>147.0651</b>	<b>9.6700e-003</b>		<b>147.2681</b>

### 3.3 Grading - 2017

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	6.0991	69.5920	46.8050	0.0617		3.3172	3.3172		3.0518	3.0518		6,313.3690	6,313.3690	1.9344		6,353.9915
<b>Total</b>	<b>6.0991</b>	<b>69.5920</b>	<b>46.8050</b>	<b>0.0617</b>	<b>8.6733</b>	<b>3.3172</b>	<b>11.9905</b>	<b>3.5965</b>	<b>3.0518</b>	<b>6.6483</b>		<b>6,313.3690</b>	<b>6,313.3690</b>	<b>1.9344</b>		<b>6,353.9915</b>

### 3.3 Grading - 2017

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0707	0.1128	0.9559	1.8100e-003	0.1673	1.0600e-003	0.1684	0.0444	9.8000e-004	0.0454		141.0388	141.0388	8.9500e-003		141.2268
<b>Total</b>	<b>0.0707</b>	<b>0.1128</b>	<b>0.9559</b>	<b>1.8100e-003</b>	<b>0.1673</b>	<b>1.0600e-003</b>	<b>0.1684</b>	<b>0.0444</b>	<b>9.8000e-004</b>	<b>0.0454</b>		<b>141.0388</b>	<b>141.0388</b>	<b>8.9500e-003</b>		<b>141.2268</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.2135	0.0000	3.2135	1.3325	0.0000	1.3325			0.0000			0.0000
Off-Road	1.5128	29.7798	37.9432	0.0617		1.3234	1.3234		1.3234	1.3234	0.0000	6,313.3690	6,313.3690	1.9344		6,353.9915
<b>Total</b>	<b>1.5128</b>	<b>29.7798</b>	<b>37.9432</b>	<b>0.0617</b>	<b>3.2135</b>	<b>1.3234</b>	<b>4.5369</b>	<b>1.3325</b>	<b>1.3234</b>	<b>2.6559</b>	<b>0.0000</b>	<b>6,313.3690</b>	<b>6,313.3690</b>	<b>1.9344</b>		<b>6,353.9915</b>

### 3.3 Grading - 2017

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0707	0.1128	0.9559	1.8100e-003	0.0510	1.0600e-003	0.0521	0.0158	9.8000e-004	0.0168		141.0388	141.0388	8.9500e-003			141.2268
<b>Total</b>	<b>0.0707</b>	<b>0.1128</b>	<b>0.9559</b>	<b>1.8100e-003</b>	<b>0.0510</b>	<b>1.0600e-003</b>	<b>0.0521</b>	<b>0.0158</b>	<b>9.8000e-004</b>	<b>0.0168</b>		<b>141.0388</b>	<b>141.0388</b>	<b>8.9500e-003</b>			<b>141.2268</b>

### 3.3 Grading - 2018

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000	
Off-Road	5.2895	59.5338	42.3068	0.0617		2.7880	2.7880		2.5650	2.5650		6,212.8042	6,212.8042	1.9341			6,253.4209
<b>Total</b>	<b>5.2895</b>	<b>59.5338</b>	<b>42.3068</b>	<b>0.0617</b>	<b>8.6733</b>	<b>2.7880</b>	<b>11.4614</b>	<b>3.5965</b>	<b>2.5650</b>	<b>6.1615</b>		<b>6,212.8042</b>	<b>6,212.8042</b>	<b>1.9341</b>			<b>6,253.4209</b>

### 3.3 Grading - 2018

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0636	0.1033	0.8671	1.8100e-003	0.1673	1.0500e-003	0.1684	0.0444	9.7000e-004	0.0454		135.5852	135.5852	8.3500e-003			135.7606
<b>Total</b>	<b>0.0636</b>	<b>0.1033</b>	<b>0.8671</b>	<b>1.8100e-003</b>	<b>0.1673</b>	<b>1.0500e-003</b>	<b>0.1684</b>	<b>0.0444</b>	<b>9.7000e-004</b>	<b>0.0454</b>		<b>135.5852</b>	<b>135.5852</b>	<b>8.3500e-003</b>			<b>135.7606</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					3.2135	0.0000	3.2135	1.3325	0.0000	1.3325			0.0000				0.0000
Off-Road	1.5128	29.7798	37.9432	0.0617		1.3234	1.3234		1.3234	1.3234	0.0000	6,212.8041	6,212.8041	1.9341			6,253.4209
<b>Total</b>	<b>1.5128</b>	<b>29.7798</b>	<b>37.9432</b>	<b>0.0617</b>	<b>3.2135</b>	<b>1.3234</b>	<b>4.5369</b>	<b>1.3325</b>	<b>1.3234</b>	<b>2.6559</b>	<b>0.0000</b>	<b>6,212.8041</b>	<b>6,212.8041</b>	<b>1.9341</b>			<b>6,253.4209</b>

### 3.3 Grading - 2018

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0636	0.1033	0.8671	1.8100e-003	0.0510	1.0500e-003	0.0520	0.0158	9.7000e-004	0.0168		135.5852	135.5852	8.3500e-003		135.7606
<b>Total</b>	<b>0.0636</b>	<b>0.1033</b>	<b>0.8671</b>	<b>1.8100e-003</b>	<b>0.0510</b>	<b>1.0500e-003</b>	<b>0.0520</b>	<b>0.0158</b>	<b>9.7000e-004</b>	<b>0.0168</b>		<b>135.5852</b>	<b>135.5852</b>	<b>8.3500e-003</b>		<b>135.7606</b>

### 3.3 Grading - 2019

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.8912	54.1978	40.2888	0.0617		2.5049	2.5049		2.3045	2.3045		6,111.3121	6,111.3121	1.9336		6,151.9167
<b>Total</b>	<b>4.8912</b>	<b>54.1978</b>	<b>40.2888</b>	<b>0.0617</b>	<b>8.6733</b>	<b>2.5049</b>	<b>11.1783</b>	<b>3.5965</b>	<b>2.3045</b>	<b>5.9010</b>		<b>6,111.3121</b>	<b>6,111.3121</b>	<b>1.9336</b>		<b>6,151.9167</b>

### 3.3 Grading - 2019

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0584	0.0953	0.8003	1.8000e-003	0.1673	1.0500e-003	0.1684	0.0444	9.7000e-004	0.0454		130.4859	130.4859	7.8900e-003			130.6516
<b>Total</b>	<b>0.0584</b>	<b>0.0953</b>	<b>0.8003</b>	<b>1.8000e-003</b>	<b>0.1673</b>	<b>1.0500e-003</b>	<b>0.1684</b>	<b>0.0444</b>	<b>9.7000e-004</b>	<b>0.0454</b>		<b>130.4859</b>	<b>130.4859</b>	<b>7.8900e-003</b>			<b>130.6516</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Fugitive Dust					3.2135	0.0000	3.2135	1.3325	0.0000	1.3325			0.0000			0.0000	
Off-Road	1.5128	29.7798	37.9432	0.0617		1.3234	1.3234		1.3234	1.3234	0.0000	6,111.3121	6,111.3121	1.9336			6,151.9167
<b>Total</b>	<b>1.5128</b>	<b>29.7798</b>	<b>37.9432</b>	<b>0.0617</b>	<b>3.2135</b>	<b>1.3234</b>	<b>4.5369</b>	<b>1.3325</b>	<b>1.3234</b>	<b>2.6559</b>	<b>0.0000</b>	<b>6,111.3121</b>	<b>6,111.3121</b>	<b>1.9336</b>			<b>6,151.9167</b>



### 3.3 Grading - 2019

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0584	0.0953	0.8003	1.8000e-003	0.0510	1.0500e-003	0.0520	0.0158	9.7000e-004	0.0168		130.4859	130.4859	7.8900e-003			130.6516
<b>Total</b>	<b>0.0584</b>	<b>0.0953</b>	<b>0.8003</b>	<b>1.8000e-003</b>	<b>0.0510</b>	<b>1.0500e-003</b>	<b>0.0520</b>	<b>0.0158</b>	<b>9.7000e-004</b>	<b>0.0168</b>		<b>130.4859</b>	<b>130.4859</b>	<b>7.8900e-003</b>			<b>130.6516</b>

### 3.4 Building Construction - 2019

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	2.3516	20.9650	17.1204	0.0268		1.2850	1.2850		1.2083	1.2083		2,580.7618	2,580.7618	0.6279			2,593.9479
<b>Total</b>	<b>2.3516</b>	<b>20.9650</b>	<b>17.1204</b>	<b>0.0268</b>		<b>1.2850</b>	<b>1.2850</b>		<b>1.2083</b>	<b>1.2083</b>		<b>2,580.7618</b>	<b>2,580.7618</b>	<b>0.6279</b>			<b>2,593.9479</b>

### 3.4 Building Construction - 2019

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.5371	10.1803	24.5681	0.0301	0.9025	0.2102	1.1127	0.2559	0.1933	0.4492		2,857.5470	2,857.5470	0.0193			2,857.9528
Worker	1.7010	2.7787	23.3276	0.0526	4.8778	0.0305	4.9083	1.2938	0.0283	1.3221		3,803.6635	3,803.6635	0.2301			3,808.4951
<b>Total</b>	<b>3.2381</b>	<b>12.9589</b>	<b>47.8957</b>	<b>0.0827</b>	<b>5.7803</b>	<b>0.2407</b>	<b>6.0210</b>	<b>1.5497</b>	<b>0.2216</b>	<b>1.7713</b>		<b>6,661.2104</b>	<b>6,661.2104</b>	<b>0.2494</b>			<b>6,666.4478</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.6712	14.1741	17.8156	0.0268		0.9016	0.9016		0.9016	0.9016	0.0000	2,580.7618	2,580.7618	0.6279			2,593.9479
<b>Total</b>	<b>0.6712</b>	<b>14.1741</b>	<b>17.8156</b>	<b>0.0268</b>		<b>0.9016</b>	<b>0.9016</b>		<b>0.9016</b>	<b>0.9016</b>	<b>0.0000</b>	<b>2,580.7618</b>	<b>2,580.7618</b>	<b>0.6279</b>			<b>2,593.9479</b>

### 3.4 Building Construction - 2019

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.5371	10.1803	24.5681	0.0301	0.3714	0.2102	0.5815	0.1255	0.1933	0.3188		2,857.5470	2,857.5470	0.0193			2,857.9528
Worker	1.7010	2.7787	23.3276	0.0526	1.4863	0.0305	1.5168	0.4614	0.0283	0.4896		3,803.6635	3,803.6635	0.2301			3,808.4951
<b>Total</b>	<b>3.2381</b>	<b>12.9589</b>	<b>47.8957</b>	<b>0.0827</b>	<b>1.8577</b>	<b>0.2407</b>	<b>2.0984</b>	<b>0.5868</b>	<b>0.2216</b>	<b>0.8084</b>		<b>6,661.2104</b>	<b>6,661.2104</b>	<b>0.2494</b>			<b>6,666.4478</b>

### 3.4 Building Construction - 2020

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	2.1113	19.0839	16.8084	0.0268		1.1128	1.1128		1.0465	1.0465		2,542.4799	2,542.4799	0.6194			2,555.4880
<b>Total</b>	<b>2.1113</b>	<b>19.0839</b>	<b>16.8084</b>	<b>0.0268</b>		<b>1.1128</b>	<b>1.1128</b>		<b>1.0465</b>	<b>1.0465</b>		<b>2,542.4799</b>	<b>2,542.4799</b>	<b>0.6194</b>			<b>2,555.4880</b>

### 3.4 Building Construction - 2020

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.3126	8.6576	22.9315	0.0300	0.9021	0.1888	1.0909	0.2557	0.1737	0.4294		2,789.6107	2,789.6107	0.0186			2,790.0018
Worker	1.5875	2.6011	21.7747	0.0526	4.8778	0.0306	4.9084	1.2938	0.0284	1.3222		3,648.9832	3,648.9832	0.2193			3,653.5875
<b>Total</b>	<b>2.9001</b>	<b>11.2587</b>	<b>44.7062</b>	<b>0.0826</b>	<b>5.7799</b>	<b>0.2194</b>	<b>5.9993</b>	<b>1.5495</b>	<b>0.2020</b>	<b>1.7515</b>		<b>6,438.5940</b>	<b>6,438.5940</b>	<b>0.2379</b>			<b>6,443.5893</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.6712	14.1741	17.8156	0.0268		0.9016	0.9016		0.9016	0.9016	0.0000	2,542.4799	2,542.4799	0.6194			2,555.4880
<b>Total</b>	<b>0.6712</b>	<b>14.1741</b>	<b>17.8156</b>	<b>0.0268</b>		<b>0.9016</b>	<b>0.9016</b>		<b>0.9016</b>	<b>0.9016</b>	<b>0.0000</b>	<b>2,542.4799</b>	<b>2,542.4799</b>	<b>0.6194</b>			<b>2,555.4880</b>

### 3.4 Building Construction - 2020

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.3126	8.6576	22.9315	0.0300	0.3709	0.1888	0.5597	0.1253	0.1737	0.2990		2,789.6107	2,789.6107	0.0186			2,790.0018
Worker	1.5875	2.6011	21.7747	0.0526	1.4863	0.0306	1.5169	0.4614	0.0284	0.4897		3,648.9832	3,648.9832	0.2193			3,653.5875
<b>Total</b>	<b>2.9001</b>	<b>11.2587</b>	<b>44.7062</b>	<b>0.0826</b>	<b>1.8572</b>	<b>0.2194</b>	<b>2.0766</b>	<b>0.5867</b>	<b>0.2020</b>	<b>0.7887</b>		<b>6,438.5940</b>	<b>6,438.5940</b>	<b>0.2379</b>			<b>6,443.5893</b>

### 3.4 Building Construction - 2021

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.8931	17.3403	16.5376	0.0268		0.9549	0.9549		0.8979	0.8979		2,542.7817	2,542.7817	0.6126			2,555.6462
<b>Total</b>	<b>1.8931</b>	<b>17.3403</b>	<b>16.5376</b>	<b>0.0268</b>		<b>0.9549</b>	<b>0.9549</b>		<b>0.8979</b>	<b>0.8979</b>		<b>2,542.7817</b>	<b>2,542.7817</b>	<b>0.6126</b>			<b>2,555.6462</b>

### 3.4 Building Construction - 2021

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.2175	7.1486	22.1088	0.0299	0.9020	0.1643	1.0663	0.2556	0.1512	0.4068		2,785.7129	2,785.7129	0.0188			2,786.1077
Worker	1.5062	2.4656	20.6979	0.0526	4.8778	0.0310	4.9088	1.2938	0.0287	1.3225		3,595.1194	3,595.1194	0.2131			3,599.5935
<b>Total</b>	<b>2.7238</b>	<b>9.6142</b>	<b>42.8067</b>	<b>0.0826</b>	<b>5.7798</b>	<b>0.1953</b>	<b>5.9750</b>	<b>1.5494</b>	<b>0.1799</b>	<b>1.7293</b>		<b>6,380.8323</b>	<b>6,380.8323</b>	<b>0.2319</b>			<b>6,385.7012</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.6712	14.1741	17.8156	0.0268		0.9016	0.9016		0.9016	0.9016	0.0000	2,542.7817	2,542.7817	0.6126			2,555.6462
<b>Total</b>	<b>0.6712</b>	<b>14.1741</b>	<b>17.8156</b>	<b>0.0268</b>		<b>0.9016</b>	<b>0.9016</b>		<b>0.9016</b>	<b>0.9016</b>	<b>0.0000</b>	<b>2,542.7817</b>	<b>2,542.7817</b>	<b>0.6126</b>			<b>2,555.6462</b>

### 3.4 Building Construction - 2021

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.2175	7.1486	22.1088	0.0299	0.3708	0.1643	0.5351	0.1253	0.1512	0.2764		2,785.7129	2,785.7129	0.0188			2,786.1077
Worker	1.5062	2.4656	20.6979	0.0526	1.4863	0.0310	1.5173	0.4614	0.0287	0.4901		3,595.1194	3,595.1194	0.2131			3,599.5935
<b>Total</b>	<b>2.7238</b>	<b>9.6142</b>	<b>42.8067</b>	<b>0.0826</b>	<b>1.8571</b>	<b>0.1953</b>	<b>2.0524</b>	<b>0.5866</b>	<b>0.1799</b>	<b>0.7665</b>		<b>6,380.8323</b>	<b>6,380.8323</b>	<b>0.2319</b>			<b>6,385.7012</b>

### 3.4 Building Construction - 2022

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.6992	15.5364	16.3276	0.0268		0.8057	0.8057		0.7581	0.7581		2,543.7497	2,543.7497	0.6085			2,556.5286
<b>Total</b>	<b>1.6992</b>	<b>15.5364</b>	<b>16.3276</b>	<b>0.0268</b>		<b>0.8057</b>	<b>0.8057</b>		<b>0.7581</b>	<b>0.7581</b>		<b>2,543.7497</b>	<b>2,543.7497</b>	<b>0.6085</b>			<b>2,556.5286</b>

### 3.4 Building Construction - 2022

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.1797	6.4331	21.7042	0.0299	0.9018	0.1617	1.0635	0.2556	0.1487	0.4043		2,782.1540	2,782.1540	0.0192			2,782.5561
Worker	1.4396	2.3647	19.6925	0.0526	4.8778	0.0311	4.9089	1.2938	0.0288	1.3226		3,542.0865	3,542.0865	0.2071			3,546.4352
<b>Total</b>	<b>2.6193</b>	<b>8.7977</b>	<b>41.3968</b>	<b>0.0825</b>	<b>5.7796</b>	<b>0.1928</b>	<b>5.9723</b>	<b>1.5494</b>	<b>0.1776</b>	<b>1.7269</b>		<b>6,324.2405</b>	<b>6,324.2405</b>	<b>0.2262</b>			<b>6,328.9913</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.6712	14.1741	17.8156	0.0268		0.9016	0.9016		0.9016	0.9016	0.0000	2,543.7497	2,543.7497	0.6085			2,556.5286
<b>Total</b>	<b>0.6712</b>	<b>14.1741</b>	<b>17.8156</b>	<b>0.0268</b>		<b>0.9016</b>	<b>0.9016</b>		<b>0.9016</b>	<b>0.9016</b>	<b>0.0000</b>	<b>2,543.7497</b>	<b>2,543.7497</b>	<b>0.6085</b>			<b>2,556.5286</b>



### 3.4 Building Construction - 2022

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.1797	6.4331	21.7042	0.0299	0.3706	0.1617	0.5323	0.1252	0.1487	0.2739		2,782.154 0	2,782.154 0	0.0192			2,782.556 1
Worker	1.4396	2.3647	19.6925	0.0526	1.4863	0.0311	1.5174	0.4614	0.0288	0.4902		3,542.086 5	3,542.086 5	0.2071			3,546.435 2
<b>Total</b>	<b>2.6193</b>	<b>8.7977</b>	<b>41.3968</b>	<b>0.0825</b>	<b>1.8569</b>	<b>0.1928</b>	<b>2.0497</b>	<b>0.5865</b>	<b>0.1776</b>	<b>0.7641</b>		<b>6,324.240 5</b>	<b>6,324.240 5</b>	<b>0.2262</b>			<b>6,328.991 3</b>

### 3.4 Building Construction - 2023

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.5661	14.3126	16.2093	0.0268		0.6967	0.6967		0.6557	0.6557		2,544.626 2	2,544.626 2	0.6044			2,557.319 1
<b>Total</b>	<b>1.5661</b>	<b>14.3126</b>	<b>16.2093</b>	<b>0.0268</b>		<b>0.6967</b>	<b>0.6967</b>		<b>0.6557</b>	<b>0.6557</b>		<b>2,544.626 2</b>	<b>2,544.626 2</b>	<b>0.6044</b>			<b>2,557.319 1</b>

### 3.4 Building Construction - 2023

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.1001	5.6664	20.8605	0.0298	0.9016	0.1548	1.0564	0.2555	0.1424	0.3979		2,775.0819	2,775.0819	0.0180			2,775.4608
Worker	1.3814	2.2803	18.8034	0.0526	4.8778	0.0312	4.9090	1.2938	0.0290	1.3228		3,494.9131	3,494.9131	0.2020			3,499.1549
<b>Total</b>	<b>2.4814</b>	<b>7.9467</b>	<b>39.6638</b>	<b>0.0824</b>	<b>5.7794</b>	<b>0.1860</b>	<b>5.9654</b>	<b>1.5493</b>	<b>0.1714</b>	<b>1.7207</b>		<b>6,269.9950</b>	<b>6,269.9950</b>	<b>0.2200</b>			<b>6,274.6157</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.6712	14.1741	17.8156	0.0268		0.9016	0.9016		0.9016	0.9016	0.0000	2,544.6262	2,544.6262	0.6044			2,557.3191
<b>Total</b>	<b>0.6712</b>	<b>14.1741</b>	<b>17.8156</b>	<b>0.0268</b>		<b>0.9016</b>	<b>0.9016</b>		<b>0.9016</b>	<b>0.9016</b>	<b>0.0000</b>	<b>2,544.6262</b>	<b>2,544.6262</b>	<b>0.6044</b>			<b>2,557.3191</b>

### 3.4 Building Construction - 2023

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	1.1001	5.6664	20.8605	0.0298	0.3704	0.1548	0.5252	0.1251	0.1424	0.2675		2,775.0819	2,775.0819	0.0180			2,775.4608
Worker	1.3814	2.2803	18.8034	0.0526	1.4863	0.0312	1.5175	0.4614	0.0290	0.4903		3,494.9131	3,494.9131	0.2020			3,499.1549
<b>Total</b>	<b>2.4814</b>	<b>7.9467</b>	<b>39.6638</b>	<b>0.0824</b>	<b>1.8567</b>	<b>0.1860</b>	<b>2.0427</b>	<b>0.5865</b>	<b>0.1714</b>	<b>0.7578</b>		<b>6,269.9950</b>	<b>6,269.9950</b>	<b>0.2200</b>			<b>6,274.6157</b>

### 3.5 Architectural Coating - 2019

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238			281.9473
<b>Total</b>	<b>67.8324</b>	<b>1.8354</b>	<b>1.8413</b>	<b>2.9700e-003</b>		<b>0.1288</b>	<b>0.1288</b>		<b>0.1288</b>	<b>0.1288</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0238</b>			<b>281.9473</b>

### 3.5 Architectural Coating - 2019

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.3414	0.5576	4.6815	0.0106	0.9789	6.1200e-003	0.9850	0.2597	5.6700e-003	0.2653		763.3424	763.3424	0.0462			764.3120
<b>Total</b>	<b>0.3414</b>	<b>0.5576</b>	<b>4.6815</b>	<b>0.0106</b>	<b>0.9789</b>	<b>6.1200e-003</b>	<b>0.9850</b>	<b>0.2597</b>	<b>5.6700e-003</b>	<b>0.2653</b>		<b>763.3424</b>	<b>763.3424</b>	<b>0.0462</b>			<b>764.3120</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.0594	1.3570	1.8324	2.9700e-003		0.0951	0.0951		0.0951	0.0951	0.0000	281.4481	281.4481	0.0238			281.9473
<b>Total</b>	<b>67.6254</b>	<b>1.3570</b>	<b>1.8324</b>	<b>2.9700e-003</b>		<b>0.0951</b>	<b>0.0951</b>		<b>0.0951</b>	<b>0.0951</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0238</b>			<b>281.9473</b>

### 3.5 Architectural Coating - 2019

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.3414	0.5576	4.6815	0.0106	0.2983	6.1200e-003	0.3044	0.0926	5.6700e-003	0.0983		763.3424	763.3424	0.0462			764.3120
<b>Total</b>	<b>0.3414</b>	<b>0.5576</b>	<b>4.6815</b>	<b>0.0106</b>	<b>0.2983</b>	<b>6.1200e-003</b>	<b>0.3044</b>	<b>0.0926</b>	<b>5.6700e-003</b>	<b>0.0983</b>		<b>763.3424</b>	<b>763.3424</b>	<b>0.0462</b>			<b>764.3120</b>

### 3.5 Architectural Coating - 2020

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.2422	1.6838	1.8314	2.9700e-003		0.1109	0.1109		0.1109	0.1109		281.4481	281.4481	0.0218			281.9057
<b>Total</b>	<b>67.8081</b>	<b>1.6838</b>	<b>1.8314</b>	<b>2.9700e-003</b>		<b>0.1109</b>	<b>0.1109</b>		<b>0.1109</b>	<b>0.1109</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0218</b>			<b>281.9057</b>

### 3.5 Architectural Coating - 2020

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.3186	0.5220	4.3699	0.0106	0.9789	6.1400e-003	0.9850	0.2597	5.6900e-003	0.2653		732.3002	732.3002	0.0440		733.2243
<b>Total</b>	<b>0.3186</b>	<b>0.5220</b>	<b>4.3699</b>	<b>0.0106</b>	<b>0.9789</b>	<b>6.1400e-003</b>	<b>0.9850</b>	<b>0.2597</b>	<b>5.6900e-003</b>	<b>0.2653</b>		<b>732.3002</b>	<b>732.3002</b>	<b>0.0440</b>		<b>733.2243</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.0594	1.3570	1.8324	2.9700e-003		0.0951	0.0951		0.0951	0.0951	0.0000	281.4481	281.4481	0.0218		281.9057
<b>Total</b>	<b>67.6254</b>	<b>1.3570</b>	<b>1.8324</b>	<b>2.9700e-003</b>		<b>0.0951</b>	<b>0.0951</b>		<b>0.0951</b>	<b>0.0951</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0218</b>		<b>281.9057</b>

### 3.5 Architectural Coating - 2020

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.3186	0.5220	4.3699	0.0106	0.2983	6.1400e-003	0.3044	0.0926	5.6900e-003	0.0983		732.3002	732.3002	0.0440			733.2243
<b>Total</b>	<b>0.3186</b>	<b>0.5220</b>	<b>4.3699</b>	<b>0.0106</b>	<b>0.2983</b>	<b>6.1400e-003</b>	<b>0.3044</b>	<b>0.0926</b>	<b>5.6900e-003</b>	<b>0.0983</b>		<b>732.3002</b>	<b>732.3002</b>	<b>0.0440</b>			<b>733.2243</b>

### 3.5 Architectural Coating - 2021

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193			281.8537
<b>Total</b>	<b>67.7848</b>	<b>1.5268</b>	<b>1.8176</b>	<b>2.9700e-003</b>		<b>0.0941</b>	<b>0.0941</b>		<b>0.0941</b>	<b>0.0941</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0193</b>			<b>281.8537</b>

### 3.5 Architectural Coating - 2021

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.3023	0.4948	4.1538	0.0106	0.9789	6.2100e-003	0.9851	0.2597	5.7600e-003	0.2654		721.4905	721.4905	0.0428			722.3884
<b>Total</b>	<b>0.3023</b>	<b>0.4948</b>	<b>4.1538</b>	<b>0.0106</b>	<b>0.9789</b>	<b>6.2100e-003</b>	<b>0.9851</b>	<b>0.2597</b>	<b>5.7600e-003</b>	<b>0.2654</b>		<b>721.4905</b>	<b>721.4905</b>	<b>0.0428</b>			<b>722.3884</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.0594	1.3570	1.8324	2.9700e-003		0.0951	0.0951		0.0951	0.0951	0.0000	281.4481	281.4481	0.0193			281.8537
<b>Total</b>	<b>67.6254</b>	<b>1.3570</b>	<b>1.8324</b>	<b>2.9700e-003</b>		<b>0.0951</b>	<b>0.0951</b>		<b>0.0951</b>	<b>0.0951</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0193</b>			<b>281.8537</b>



### 3.5 Architectural Coating - 2021

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.3023	0.4948	4.1538	0.0106	0.2983	6.2100e-003	0.3045	0.0926	5.7600e-003	0.0984		721.4905	721.4905	0.0428			722.3884
<b>Total</b>	<b>0.3023</b>	<b>0.4948</b>	<b>4.1538</b>	<b>0.0106</b>	<b>0.2983</b>	<b>6.2100e-003</b>	<b>0.3045</b>	<b>0.0926</b>	<b>5.7600e-003</b>	<b>0.0984</b>		<b>721.4905</b>	<b>721.4905</b>	<b>0.0428</b>			<b>722.3884</b>

### 3.5 Architectural Coating - 2022

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.2045	1.4085	1.8136	2.9700e-003		0.0817	0.0817		0.0817	0.0817		281.4481	281.4481	0.0183			281.8329
<b>Total</b>	<b>67.7705</b>	<b>1.4085</b>	<b>1.8136</b>	<b>2.9700e-003</b>		<b>0.0817</b>	<b>0.0817</b>		<b>0.0817</b>	<b>0.0817</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0183</b>			<b>281.8329</b>

### 3.5 Architectural Coating - 2022

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.2889	0.4746	3.9520	0.0106	0.9789	6.2400e-003	0.9851	0.2597	5.7900e-003	0.2654		710.8476	710.8476	0.0416			711.7203
<b>Total</b>	<b>0.2889</b>	<b>0.4746</b>	<b>3.9520</b>	<b>0.0106</b>	<b>0.9789</b>	<b>6.2400e-003</b>	<b>0.9851</b>	<b>0.2597</b>	<b>5.7900e-003</b>	<b>0.2654</b>		<b>710.8476</b>	<b>710.8476</b>	<b>0.0416</b>			<b>711.7203</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.0594	1.3570	1.8324	2.9700e-003		0.0951	0.0951		0.0951	0.0951	0.0000	281.4481	281.4481	0.0183			281.8329
<b>Total</b>	<b>67.6254</b>	<b>1.3570</b>	<b>1.8324</b>	<b>2.9700e-003</b>		<b>0.0951</b>	<b>0.0951</b>		<b>0.0951</b>	<b>0.0951</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0183</b>			<b>281.8329</b>

### 3.5 Architectural Coating - 2022

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.2889	0.4746	3.9520	0.0106	0.2983	6.2400e-003	0.3045	0.0926	5.7900e-003	0.0984		710.8476	710.8476	0.0416			711.7203
<b>Total</b>	<b>0.2889</b>	<b>0.4746</b>	<b>3.9520</b>	<b>0.0106</b>	<b>0.2983</b>	<b>6.2400e-003</b>	<b>0.3045</b>	<b>0.0926</b>	<b>5.7900e-003</b>	<b>0.0984</b>		<b>710.8476</b>	<b>710.8476</b>	<b>0.0416</b>			<b>711.7203</b>

### 3.5 Architectural Coating - 2023

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168			281.8017
<b>Total</b>	<b>67.7576</b>	<b>1.3030</b>	<b>1.8111</b>	<b>2.9700e-003</b>		<b>0.0708</b>	<b>0.0708</b>		<b>0.0708</b>	<b>0.0708</b>		<b>281.4481</b>	<b>281.4481</b>	<b>0.0168</b>			<b>281.8017</b>

### 3.5 Architectural Coating - 2023

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.2772	0.4576	3.7736	0.0106	0.9789	6.2600e-003	0.9852	0.2597	5.8100e-003	0.2655		701.3805	701.3805	0.0405			702.2318
<b>Total</b>	<b>0.2772</b>	<b>0.4576</b>	<b>3.7736</b>	<b>0.0106</b>	<b>0.9789</b>	<b>6.2600e-003</b>	<b>0.9852</b>	<b>0.2597</b>	<b>5.8100e-003</b>	<b>0.2655</b>		<b>701.3805</b>	<b>701.3805</b>	<b>0.0405</b>			<b>702.2318</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Archit. Coating	67.5659					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
Off-Road	0.0594	1.3570	1.8324	2.9700e-003		0.0951	0.0951		0.0951	0.0951	0.0000	281.4481	281.4481	0.0168			281.8017
<b>Total</b>	<b>67.6254</b>	<b>1.3570</b>	<b>1.8324</b>	<b>2.9700e-003</b>		<b>0.0951</b>	<b>0.0951</b>		<b>0.0951</b>	<b>0.0951</b>	<b>0.0000</b>	<b>281.4481</b>	<b>281.4481</b>	<b>0.0168</b>			<b>281.8017</b>

### 3.5 Architectural Coating - 2023

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.2772	0.4576	3.7736	0.0106	0.2983	6.2600e-003	0.3046	0.0926	5.8100e-003	0.0984		701.3805	701.3805	0.0405			702.2318
<b>Total</b>	<b>0.2772</b>	<b>0.4576</b>	<b>3.7736</b>	<b>0.0106</b>	<b>0.2983</b>	<b>6.2600e-003</b>	<b>0.3046</b>	<b>0.0926</b>	<b>5.8100e-003</b>	<b>0.0984</b>		<b>701.3805</b>	<b>701.3805</b>	<b>0.0405</b>			<b>702.2318</b>

### 3.6 Paving - 2023

#### Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	1.0128	9.9983	14.2850	0.0223		0.5010	0.5010		0.4609	0.4609		2,160.6139	2,160.6139	0.6988			2,175.2884
Paving	2.2544					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
<b>Total</b>	<b>3.2672</b>	<b>9.9983</b>	<b>14.2850</b>	<b>0.0223</b>		<b>0.5010</b>	<b>0.5010</b>		<b>0.4609</b>	<b>0.4609</b>		<b>2,160.6139</b>	<b>2,160.6139</b>	<b>0.6988</b>			<b>2,175.2884</b>

### 3.6 Paving - 2023

#### Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0355	0.0587	0.4838	1.3500e-003	0.1255	8.0000e-004	0.1263	0.0333	7.5000e-004	0.0340		89.9206	89.9206	5.2000e-003			90.0297
<b>Total</b>	<b>0.0355</b>	<b>0.0587</b>	<b>0.4838</b>	<b>1.3500e-003</b>	<b>0.1255</b>	<b>8.0000e-004</b>	<b>0.1263</b>	<b>0.0333</b>	<b>7.5000e-004</b>	<b>0.0340</b>		<b>89.9206</b>	<b>89.9206</b>	<b>5.2000e-003</b>			<b>90.0297</b>

#### Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	0.5490	11.0645	16.9276	0.0223		0.5982	0.5982		0.5982	0.5982	0.0000	2,160.6139	2,160.6139	0.6988			2,175.2884
Paving	2.2544					0.0000	0.0000		0.0000	0.0000			0.0000				0.0000
<b>Total</b>	<b>2.8034</b>	<b>11.0645</b>	<b>16.9276</b>	<b>0.0223</b>		<b>0.5982</b>	<b>0.5982</b>		<b>0.5982</b>	<b>0.5982</b>	<b>0.0000</b>	<b>2,160.6139</b>	<b>2,160.6139</b>	<b>0.6988</b>			<b>2,175.2884</b>

### 3.6 Paving - 2023

#### Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0355	0.0587	0.4838	1.3500e-003	0.0382	8.0000e-004	0.0390	0.0119	7.5000e-004	0.0126		89.9206	89.9206	5.2000e-003			90.0297
<b>Total</b>	<b>0.0355</b>	<b>0.0587</b>	<b>0.4838</b>	<b>1.3500e-003</b>	<b>0.0382</b>	<b>8.0000e-004</b>	<b>0.0390</b>	<b>0.0119</b>	<b>7.5000e-004</b>	<b>0.0126</b>		<b>89.9206</b>	<b>89.9206</b>	<b>5.2000e-003</b>			<b>90.0297</b>

### 4.0 Operational Detail - Mobile

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#### 4.1 Mitigation Measures Mobile

Increase Density

Increase Diversity

Improve Walkability Design

Improve Destination Accessibility

Increase Transit Accessibility

Improve Pedestrian Network

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	28.8422	55.1764	305.0550	0.3621	23.5980	0.7977	24.3957	6.2997	0.7350	7.0347		28,070.85 97	28,070.85 97	1.2295		28,096.67 86
Unmitigated	31.6066	79.2896	370.0575	0.6047	41.0810	1.3075	42.3885	10.9670	1.2044	12.1714		46,994.66 77	46,994.66 77	1.9069		47,034.71 25

### 4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	988.50	1,074.00	910.50	2,213,593	1,271,545
Apartments Mid Rise	527.20	572.80	485.60	1,180,583	678,157
City Park	55.65	55.65	55.65	106,102	60,948
Strip Mall	1,551.20	1,471.40	715.05	1,658,658	952,776
General Office Building	110.10	23.70	9.80	178,048	102,275
General Office Building	781.71	168.27	69.58	1,264,143	726,156
General Office Building	55.05	11.85	4.90	89,024	51,138
Golf Course	677.88	782.79	790.86	1,144,481	657,419
Golf Course	75.60	87.30	88.20	127,637	73,318
Hotel	1,143.80	1,146.60	833.00	1,633,249	938,180
Hotel	1,634.00	1,638.00	1190.00	2,333,213	1,340,257
Other Asphalt Surfaces	0.00	0.00	0.00		
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Quality Restaurant	449.75	471.80	360.80	376,413	216,221
Single Family Housing	2,440.35	2,570.40	2236.35	5,435,239	3,122,141
Total	10,490.79	10,074.56	7,750.29	17,740,383	10,190,532

### 4.3 Trip Type Information



Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	11.00	3.50	4.50	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	11.00	3.50	4.50	40.20	19.20	40.60	86	11	3
City Park	12.50	4.20	5.40	33.00	48.00	19.00	66	28	6
Strip Mall	12.50	4.20	5.40	16.60	64.40	19.00	45	40	15
General Office Building	12.50	4.20	5.40	33.00	48.00	19.00	77	19	4
General Office Building	12.50	4.20	5.40	33.00	48.00	19.00	77	19	4
General Office Building	12.50	4.20	5.40	33.00	48.00	19.00	77	19	4
Golf Course	12.50	4.20	5.40	33.00	48.00	19.00	52	39	9
Golf Course	12.50	4.20	5.40	33.00	48.00	19.00	52	39	9
Hotel	12.50	4.20	5.40	19.40	61.60	19.00	58	38	4
Hotel	12.50	4.20	5.40	19.40	61.60	19.00	58	38	4
Other Asphalt Surfaces	12.50	4.20	5.40	0.00	0.00	0.00	0	0	0
Other Non-Asphalt Surfaces	12.50	4.20	5.40	0.00	0.00	0.00	0	0	0
Quality Restaurant	12.50	4.20	5.40	12.00	69.00	19.00	38	18	44
Single Family Housing	11.00	3.50	4.50	40.20	19.20	40.60	86	11	3

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.471073	0.065210	0.167869	0.157103	0.039378	0.006346	0.011728	0.072116	0.001386	0.001196	0.003702	0.000530	0.002362

**5.0 Energy Detail**

**4.4 Fleet Mix**

Historical Energy Use: N

**5.1 Mitigation Measures Energy**

Exceed Title 24

Install High Efficiency Lighting

Install Energy Efficient Appliances

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.8814	7.8522	5.5544	0.0481		0.6090	0.6090		0.6090	0.6090		9,615.1457	9,615.1457	0.1843	0.1763	9,673.6619
NaturalGas Unmitigated	1.0132	9.0278	6.3936	0.0553		0.7000	0.7000		0.7000	0.7000		11,053.1723	11,053.1723	0.2119	0.2026	11,120.4401

### 5.2 Energy by Land Use - NaturalGas

#### Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	2628.77	0.0284	0.2423	0.1031	1.5500e-003		0.0196	0.0196		0.0196	0.0196		309.2667	309.2667	5.9300e-003	5.6700e-003	311.1489
Apartments Mid Rise	4928.94	0.0532	0.4542	0.1933	2.9000e-003		0.0367	0.0367		0.0367	0.0367		579.8751	579.8751	0.0111	0.0106	583.4041
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	100	1.0800e-003	9.8000e-003	8.2400e-003	6.0000e-005		7.5000e-004	7.5000e-004		7.5000e-004	7.5000e-004		11.7647	11.7647	2.3000e-004	2.2000e-004	11.8363
General Office Building	50	5.4000e-004	4.9000e-003	4.1200e-003	3.0000e-005		3.7000e-004	3.7000e-004		3.7000e-004	3.7000e-004		5.8824	5.8824	1.1000e-004	1.1000e-004	5.9182
General Office Building	710	7.6600e-003	0.0696	0.0585	4.2000e-004		5.2900e-003	5.2900e-003		5.2900e-003	5.2900e-003		83.5294	83.5294	1.6000e-003	1.5300e-003	84.0378
Golf Course	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	28675.5	0.3093	2.8113	2.3615	0.0169		0.2137	0.2137		0.2137	0.2137		3,373.5890	3,373.5890	0.0647	0.0619	3,394.1201
Hotel	29244.2	0.3154	2.8671	2.4084	0.0172		0.2179	0.2179		0.2179	0.2179		3,440.4932	3,440.4932	0.0659	0.0631	3,461.4314
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	3801.51	0.0410	0.3727	0.3131	2.2400e-003		0.0283	0.0283		0.0283	0.0283		447.2361	447.2361	8.5700e-003	8.2000e-003	449.9579
Single Family Housing	23590.6	0.2544	2.1740	0.9251	0.0139		0.1758	0.1758		0.1758	0.1758		2,775.3633	2,775.3633	0.0532	0.0509	2,792.2537
Strip Mall	222.466	2.4000e-003	0.0218	0.0183	1.3000e-004		1.6600e-003	1.6600e-003		1.6600e-003	1.6600e-003		26.1724	26.1724	5.0000e-004	4.8000e-004	26.3317
<b>Total</b>		<b>1.0132</b>	<b>9.0278</b>	<b>6.3936</b>	<b>0.0553</b>		<b>0.7000</b>	<b>0.7000</b>		<b>0.7000</b>	<b>0.7000</b>		<b>11,053.1723</b>	<b>11,053.1723</b>	<b>0.2118</b>	<b>0.2027</b>	<b>11,120.4401</b>

### 5.2 Energy by Land Use - NaturalGas

#### Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
General Office Building	0.0425	4.6000e-004	4.1700e-003	3.5000e-003	3.0000e-005		3.2000e-004	3.2000e-004		3.2000e-004	3.2000e-004		5.0000	5.0000	1.0000e-004	9.0000e-005	5.0304
General Office Building	0.085	9.2000e-004	8.3300e-003	7.0000e-003	5.0000e-005		6.3000e-004	6.3000e-004		6.3000e-004	6.3000e-004		10.0000	10.0000	1.9000e-004	1.8000e-004	10.0609
General Office Building	0.6035	6.5100e-003	0.0592	0.0497	3.5000e-004		4.5000e-003	4.5000e-003		4.5000e-003	4.5000e-003		71.0000	71.0000	1.3600e-003	1.3000e-003	71.4321
Golf Course	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	24.7065	0.2664	2.4222	2.0347	0.0145		0.1841	0.1841		0.1841	0.1841		2,906.6500	2,906.6500	0.0557	0.0533	2,924.3394
Hotel	25.1965	0.2717	2.4702	2.0750	0.0148		0.1877	0.1877		0.1877	0.1877		2,964.2939	2,964.2939	0.0568	0.0544	2,982.3341
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	3.63355	0.0392	0.3562	0.2992	2.1400e-003		0.0271	0.0271		0.0271	0.0271		427.4762	427.4762	8.1900e-003	7.8400e-003	430.0778
Single Family Housing	20.6755	0.2230	1.9054	0.8108	0.0122		0.1541	0.1541		0.1541	0.1541		2,432.4167	2,432.4167	0.0466	0.0446	2,447.2200
Strip Mall	0.193411	2.0900e-003	0.0190	0.0159	1.1000e-004		1.4400e-003	1.4400e-003		1.4400e-003	1.4400e-003		22.7542	22.7542	4.4000e-004	4.2000e-004	22.8927
Apartments Mid Rise	2.29294	0.0247	0.2113	0.0899	1.3500e-003		0.0171	0.0171		0.0171	0.0171		269.7582	269.7582	5.1700e-003	4.9500e-003	271.3999
Apartments Mid Rise	4.29927	0.0464	0.3962	0.1686	2.5300e-003		0.0320	0.0320		0.0320	0.0320		505.7965	505.7965	9.6900e-003	9.2700e-003	508.8747
<b>Total</b>		<b>0.8814</b>	<b>7.8522</b>	<b>5.5544</b>	<b>0.0481</b>		<b>0.6090</b>	<b>0.6090</b>		<b>0.6090</b>	<b>0.6090</b>		<b>9,615.1457</b>	<b>9,615.1457</b>	<b>0.1843</b>	<b>0.1763</b>	<b>9,673.6619</b>

### 6.0 Area Detail

**6.1 Mitigation Measures Area**

- Use Low VOC Paint - Residential Interior
- Use Low VOC Paint - Residential Exterior
- Use Low VOC Paint - Non-Residential Interior
- Use Low VOC Paint - Non-Residential Exterior
- Use only Natural Gas Hearths
- Use Low VOC Cleaning Supplies

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	29.5811	0.4650	40.2888	2.1200e-003		1.1287	1.1287		1.1191	1.1191	0.0000	14,403.3757	14,403.3757	0.3453	0.2627	14,492.0767
Unmitigated	48.4088	0.4650	40.2888	2.1200e-003		1.1287	1.1287		1.1191	1.1191	0.0000	14,403.3757	14,403.3757	0.3453	0.2627	14,492.0767

### 6.2 Area by SubCategory

#### Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	21.2324					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.6335					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.3137	6.0000e-005	0.0717	0.0000		0.9076	0.9076		0.8981	0.8981	0.0000	14,331.1765	14,331.1765	0.2747	0.2627	14,418.3936
Landscaping	1.2292	0.4650	40.2172	2.1200e-003		0.2210	0.2210		0.2210	0.2210		72.1992	72.1992	0.0707		73.6831
<b>Total</b>	<b>48.4088</b>	<b>0.4650</b>	<b>40.2888</b>	<b>2.1200e-003</b>		<b>1.1287</b>	<b>1.1287</b>		<b>1.1191</b>	<b>1.1191</b>	<b>0.0000</b>	<b>14,403.3757</b>	<b>14,403.3757</b>	<b>0.3453</b>	<b>0.2627</b>	<b>14,492.0767</b>

## 6.2 Area by SubCategory

### Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	4.2465					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	22.7918					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.3137	6.0000e-005	0.0717	0.0000		0.9076	0.9076		0.8981	0.8981	0.0000	14,331.1765	14,331.1765	0.2747	0.2627	14,418.3936
Landscaping	1.2292	0.4650	40.2172	2.1200e-003		0.2210	0.2210		0.2210	0.2210		72.1992	72.1992	0.0707		73.6831
<b>Total</b>	<b>29.5811</b>	<b>0.4650</b>	<b>40.2888</b>	<b>2.1200e-003</b>		<b>1.1287</b>	<b>1.1287</b>		<b>1.1191</b>	<b>1.1191</b>	<b>0.0000</b>	<b>14,403.3757</b>	<b>14,403.3757</b>	<b>0.3453</b>	<b>0.2627</b>	<b>14,492.0767</b>

## 7.0 Water Detail

### 7.1 Mitigation Measures Water

- Apply Water Conservation Strategy
- Install Low Flow Bathroom Faucet
- Install Low Flow Kitchen Faucet
- Install Low Flow Toilet
- Install Low Flow Shower
- Use Water Efficient Irrigation System

## 8.0 Waste Detail

### 8.1 Mitigation Measures Waste

Institute Recycling and Composting Services

### 9.0 Operational Offroad

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Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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### 10.0 Vegetation

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**CITY OF LA QUINTA  
MITIGATION MONITORING PROGRAM**

PROJECT NAME: The Ranch/SilverRock Resort

SCH No.: 1999081020

APPROVAL DATE: May 15<sup>th</sup>, 2002/July 18<sup>th</sup>, 2006

The Mitigation Monitoring Program (MMP) has been prepared in conformance with Section 21081.6 of the California Environmental Quality Act. It is the intent of this program to (1) verify satisfaction of the required mitigation measures; (2) provide a methodology to document implementation of the required mitigation; (3) provide a record of the Monitoring Program; (4) identify monitoring responsibility; (5) establish administrative procedures for the clearance of mitigation measures; (6) establish the frequency and duration of monitoring; and (7) utilize existing review processes wherever feasible.

*The following environmental mitigation measures were incorporated in to the approval for this project in order to mitigate potentially significant environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of La Quinta's monitoring requirements with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).*

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
<b>Geology</b>	The soils at the site have the potential for hydroconsolidation with the addition of water	Prior to the design and construction of any structural improvements, a comprehensive design level geotechnical evaluations shall be prepared that includes subsurface exploration and laboratory testing. Recommendations for grading/earthwork, surface and subsurface drainage, foundations, pavement structural sections, and other pertinent geotechnical design considerations shall be formulated and implemented based on the findings of this evaluation.	Receipt of site specific geotechnical/ engineering plans for the Project	City of La Quinta	Prior to the issuance of any grading permits			
	The Project Site would be subject to ground shaking during a seismic event.	All buildings planned as a result of the Proposed Project shall be constructed in conformance with the Uniform Building Code, as adopted by the City of La Quinta.	Review of construction plans	City of La Quinta	Prior to the issuance of any building permits			
<b>Water</b>	The project would use potable water for dust suppression instead of reclaimed water	During construction activities, water trucks are to acquire water from non-potable water sources, such as reclaimed water and/or canal water.	Field inspection	City of La Quinta	Ongoing during construction			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
	Cumulative use of potable water for irrigation would incrementally contribute to the demand on water supplies	At such time that non-potable water sources become available to the project site, the project shall connect to this resource and utilize the non-potable water for irrigation purposes.	Review of landscape and project plans to identify the ability to connect to non-potable water sources in the future	City of La Quinta and Coachella Valley Water District	Prior to the issuance of building permits.			
		Drought tolerant landscaping shall be utilized as a means of reducing water consumption.	Review of landscape and project plans	City of La Quinta	Prior to the issuance of building permits			
	The project will result in changes to absorption rates, drainage patterns, or the rate and amount of surface runoff	A hydrology master plan shall be prepared for the Project Specific Plan. Further, a hydrology study shall be prepared to support the hydrology master plan. This study shall demonstrate that the project would construct storm drainage and hydrologic improvements, such as on-site stormwater retention basins, that conform to the City's master hydrology and storm drain improvement program as well as implement regional and local requirements, policies and programs.	Receipt of site hydrology master plan and study for the Project	City of La Quinta	Prior to the issuance of grading permits			
		Prior to the initiation of any construction activity on the project site, a Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP), and Monitoring Plan will be filed with the RWQCB under the general NPDES construction permit. The SWPPP shall include Best Management Practices (BMPs) in compliance with the NPDES program requirements.	Provide NOI and verification that it was sent to RWQCB	Regional Water Quality Control Board	Prior to the issuance of any grading permits			
		Any existing groundwater wells located on the site that are no longer in use shall be abandoned in accordance with Federal, State, and local laws and regulations prior to the issuance of building permits.	Review of construction plans	City of La Quinta	Prior to the issuance of any grading permits			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		Design of new roads, golf courses, man-made ponds, common landscape areas, storm water basins, and other facilities shall incorporate proper engineering controls to channel storm and irrigation runoff into detention/retention facilities that are sized to accommodate design year storms and that incorporate filtration systems or other devices to reduce the potential for herbicides, pesticides, fertilizers, and other contaminants to percolate to groundwater or surface water runoff.	Review of site, storm drainage and landscape plans	City of La Quinta	Prior to the issuance of grading permits			
	Water from golf course operation would contain pollutants that impact groundwater quality	Prior to operation of the golf course, the golf course operator shall prepare a Golf Course Management Plan that includes an irrigation plan, water usage plan, and chemical management plan in order to reduce, to the extent feasible, golf course irrigation runoff and percolation into the groundwater basin.	Receipt of Golf Course Management Plan	City of La Quinta	Prior to the issuance of operation permit			
<b>Air Quality</b>	Construction activity generates vehicular air quality pollutants	Construction equipment shall be phased and operated in a manner to ensure the lowest construction-related pollutant emission levels practical, and shall require the use of water trucks, temporary irrigation systems and other measures which will limit fugitive dust emissions during site disturbance and construction.	Review of construction management plan	City of La Quinta	Prior to issuance of grading permit			
		The following measures shall be implemented to reduce construction related traffic congestion: <ul style="list-style-type: none"> <li>• Configure construction parking to minimize traffic disturbance</li> <li>• Minimize obstruction of through-traffic lanes</li> <li>• Provide flag person to ensure safety at construction sites, as necessary</li> <li>• Schedule operations affecting roadways for off-peak traffic hours</li> <li>• Provide rideshare incentives to construction personnel</li> </ul>	Review of construction management plan	City of La Quinta	Prior to the issuance of grading permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
	Emissions of PM <sub>10</sub> would exceed the thresholds of significance during construction	<p>A PM10 Management Plan for construction operations shall be submitted prior to the issuance of grading permits. The plan shall include dust management controls such as:</p> <ul style="list-style-type: none"> <li>• Water site and equipment morning and evening</li> <li>• Spread soil binders on site, unpaved roads, and parking areas</li> <li>• Re-establish ground cover on construction site through seeding and watering</li> <li>• Pave construction roads, where appropriate</li> <li>• Operate street-sweepers on paved roads adjacent to site</li> </ul>	Review of dust control plan	City of La Quinta	Prior to issuance of grading permit			
		Air quality control measures identified in the Coachella Valley PM10 State Implementation Plan shall be implemented.	Review of dust control plan	City of La Quinta	Prior to issuance of grading permit			
		To reduce VOC emissions associated with architectural coatings, water-based or low-VOC coatings shall be used and applied with spray equipment with high transfer efficiency and/or the need for paints and solvents should be reduced by using pre-coated building materials or naturally colored building materials.	Review of construction management plan	City of La Quinta	Prior to issuance of building permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
	Operation of the proposed project would result in increased air pollutant emissions.	<p>Timeshare and golf facility construction shall utilize solar or low emission water heaters to reduce natural gas consumption and emissions.</p> <p>Timeshare and golf facility construction shall utilize built-in energy-efficient appliances to reduce energy consumption and emissions.</p> <p>Shade trees shall be provided in close proximity to Timeshare, hotel and golf facility structures to reduce building heating/cooling needs.</p> <p>Timeshare and golf facility construction shall utilize energy-efficient and automated controls for air conditioners to reduce energy consumption and emissions.</p> <p>Timeshare and golf facility construction shall be constructed using special sunlight-filtering window coatings or double-paned windows to reduce thermal gain or loss.</p> <p>Timeshare and golf facility construction shall utilize automatic lighting on/off controls and energy-efficient lighting (including parking areas) to reduce electricity consumption and associated emissions.</p> <p>Timeshare and golf facility construction shall use light-colored roofing materials in residential construction as opposed to dark roofing materials.</p>	Review of construction and site plans	City of La Quinta	Prior to issuance of occupancy permit			
		Bus stops shall be positioned at locations on and adjacent to the site to be determined in coordination with the bus transit service provider that will serve the project area. Bus stops should be generally located 1/4 mile walking distance from Timeshare units.	Review of construction and site plans	City of La Quinta	Prior to issuance of grading permit			
		The golf course shall design on-site circulation plans for clubhouse parking to reduce vehicle queuing.	Review of construction and site plans	City of La Quinta	Prior to issuance of grading permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
<b>Transportation and Circulation</b>	Increases in local roadway volumes would incrementally decrease intersection LOS	A traffic signal shall be installed at the Project entrance and Avenue 52, the Project entrance and Jefferson Street and at the intersection of Avenue 54 and Jefferson Street when and if they are warranted. The developer of the site shall be responsible for payment of a fair share of the cost of installing these signals.	Warrant study	City of La Quinta	Ongoing			
<b>Biological Resources</b>	During construction and landscaping activities, impacts to common wildlife would occur	Efforts shall be made to ensure that all pesticides, fungicides, herbicides and fertilizers used during the construction and operation of the Project Site will not be harmful to wildlife.	Review of Construction and Landscaping plan	City of La Quinta	Prior to the issuance of grading permits			
	During construction and operation, there is a potential impact to Peninsular bighorn sheep and other wildlife	A construction plan shall be prepared and demonstrate, to the extent practicable, construction activities that emit excessive noise will be avoided adjacent to the hillside. In addition, during grading and construction activities any blasting or pile-driving near the hillside will not occur during the period from Jan. 1 through June 30th.	Review of Construction plan	City of La Quinta	Prior to the issuance of grading permits			
	Potential impact to Peninsular bighorn sheep from increased human presence on Project Site	The landscape plan shall include only plants that are non-toxic to wildlife. All exotic plants such as tamarisk and fountain grass are prohibited. Existing trees may remain.	Review of project landscape plan	City of La Quinta	Prior to issuance of building permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		A mountain toe-of-slope buffer/mitigation concept plan has been prepared to protect peninsular big horn sheep, and other wildlife, from entering the non-mountainous portion of the site proposed for development. This concept plan illustrates a continuous buffer to the toe-of-slope in areas where development could occur adjacent to the mountain edge. The concept plan delineates the location, acreage and native plant species envisioned for the mitigation area. This plan shall be incorporated into the project design and shall be subject to review by the City prior to the issuance of grading permits. A copy of this mountain toe-of-slope buffer/mitigation concept plan is available for review at the City of La Quinta Community Development Department.	Review of construction, landscape and site plan (Agency shall, to the extent practical, widen the narrowest points of the buffer areas to minimize the impacts on the hillside)	City of La Quinta	Prior to issuance of grading permit			
		If Bighorn Sheep enter onto the Project Site, an 8-foot fence (or the functional equivalent) between the development and the hillside shall be constructed. The gaps should be 11 centimeters (4.3 inches) or less. If determined necessary, the City shall construct temporary fencing while permanent fencing is constructed. The fence shall not contain gaps in which Bighorn Sheep can be entangled. If the Agency transfer or disposes of any of the property adjacent to the hillside, the Agency shall reserve an easement sufficient for the construction of fencing if needed in the future.	The Agency shall guarantee to pay the design and construction costs for the fencing, and that if the property is transferred, it shall require that the subsequent owner bond or posts sufficient security for the completion of the fence should it arise in the future.	City of La Quinta	Ongoing			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		Dogs shall not be permitted to be loose within the project area, and shall be kept away from the hillside areas through appropriate signage and fencing, where applicable.	Review of landscape and signage plan	City of La Quinta	Ongoing			
		Access into the hillside area from the site will be discouraged through the use of signs or barricades, if necessary, unless the access is provided as part of a trail system that is approved by the USFWS and CDFG.	Review of site and signage plan	City of La Quinta, CDFG, USFWS	Prior to issuance of occupancy permit			
	There is a potential impact from nighttime light on wildlife	The final design of the project shall insure that road and driveways are designed to minimize headlight shine from vehicles onto the hillside.	Review of site and construction plan	City of La Quinta	Prior to the issuance of grading permit			
	There is a potential impact from glare and exterior lighting on wildlife	In all areas adjacent to the hillsides, non-glare glass shall be used in new construction. Exterior building lights shall not shine on the hillside. Exterior lighting shall be kept at the safest possible minimum intensity and aimed away from the hillside.	Review of site and construction plan	City of La Quinta	Prior to the issuance of building permit			
		All swimming pools located on the Project Site shall be fenced pursuant to City regulations.	Review of construction plan	City of La Quinta	Prior to the issuance of grading permit			
	Potential impact to mesquite hummock habitat	Prior to any construction or site preparation activities that would impact the 3.4 acres of mesquite hummock, the agency or project developer shall enter into a Memorandum Of Understanding (MOU) with CDFG and an appropriate non-profit organization whose purpose is to acquire and manage land for the purpose of protecting special status plants and wildlife. This MOU shall provide the organization chosen the financial resources necessary to purchase and manage 3.4 acres of mesquite hummock in the Willow Hole area or in another area where the habitat is contiguous and large preserves already protect much of this habitat type. The exact location and cost shall be determined through consultation with CDFG and the selected organization.	Verification of receipt of financial security instrument and copy of the MOU	City of La Quinta, CDFG	Prior to the issuance of grading permit			



Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
	Potential impact to areas under the jurisdiction of the ACOE and the CDFG	Prior to the commencement of on-site grading, a 404 permit shall be obtained, if legally required, for alteration of areas under the ACOE jurisdiction. In addition, if development activities are to take place within streambeds or drainages under the jurisdiction of the CDFG, a streambed alteration agreement shall first be obtained, if legally required.	Receipt of required permits	City of La Quinta, CDFG, ACOE	Prior to the issuance of grading permit			
<b>Hazards</b>	Exposure to asbestos is a significant impact	Prior to the demolition or renovation of the on-site single family residence, asbestos containing materials (ACM) shall be removed in accordance with current regulatory guidelines.	Proof that a qualified demolition team has been retained	City of La Quinta	Prior to the issuance of demolition permit			
<b>Noise</b>	Construction noise would impact local residents and sensitive receptors	Between May 1 and September 30, all construction activities on the project site shall only occur between the hours of 6:00 AM and 7:00 PM Monday through Friday, and from 8:00 AM to 5:00 PM on Saturday, and shall be prohibited on Sundays and public holidays. Between October 1 and April 30, all construction activity on the project site shall only occur between the hours of 7:00 AM and 5:30 PM Monday through Friday, and from 8:00 AM to 5:00 PM on Saturday, and shall be prohibited on Sundays and public holidays. All operational activities of the Project shall also be subject to the Noise Ordinance of the City as well.	Review of construction plans	City of La Quinta	Prior to the issuance of grading permit			
		All construction equipment operating in the planning area shall be fitted with well-maintained functional mufflers to limit noise emissions.	Review of construction plans	City of La Quinta	Prior to the issuance of grading permit, ongoing throughout construction			
		To the greatest extent feasible, earth moving and hauling routes shall be located away from existing residences.	Review of construction plans	City of La Quinta	Prior to the issuance of grading permit			
		The design, selection and placement of the mechanical equipment for various buildings shall include consideration of the potential noise impact they may have on uses within the development site.	Review of construction plans	City of La Quinta	Prior to the issuance of building permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		Silencers and/or barriers shall be provided where necessary at outdoor equipment, such as cooling towers, air cooled condensers and refrigeration compressors/condenser units, and at the air intake and discharge openings for building ventilation systems.	Review of construction plans	City of La Quinta	Prior to the issuance of building permit			
<b>Public Services</b>	The proposed project would incrementally increase demand for service on the Riverside County Fire Department	The Riverside County Fire Department, in its review of new development proposals, shall evaluate project plans and the Department's ability to provide proper fire protection. This review shall include, but shall not be limited to, internal circulation, project directories, street names, and numbering systems. New developments shall comply with all City and Fire Department standards.	Review of site and landscape plan	Riverside County Fire Department and City of La Quinta	Prior to the issuance of grading permit			
	The proposed project would incrementally increase demand for service on the Riverside County Sheriff Department	The Riverside County Sheriff's Department shall review new development proposals in order to evaluate project plans and the Department's ability to provide adequate police protection. This review should include, but not be limited to internal circulation, project directories, street names, and numbering systems. New developments shall comply with all established City and Sheriff standards.	Review of site and landscape plan	Riverside County Sheriff Department and City of La Quinta	Prior to the issuance of grading permit			
<b>Utilities and Service Systems</b>	The project would result in an incremental increase in electrical demand	The most efficient furnaces, water heaters, pool heaters and other equipment that use natural gas shall be used in project construction. The use of kitchen appliances that use natural gas and alternative, renewable energy sources, including solar and wind turbine technologies shall also be used to the greatest extent feasible.	Review of construction plan	City of La Quinta	Prior to the issuance of building permits			
		Title 24 of the California Administrative Code, which addresses energy conservation in all proposed uses shall be strictly enforced in project design and construction.	Review of construction plan	City of La Quinta	Prior to the issuance of building permits			
	The use of septic systems in the City could result in potential impacts	All planned uses shall be connected to the city-wide sewer system.	Review of construction plan	Coachella Valley Water District	Prior to issuance of grading permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		Any existing or historic septic systems located on the site shall be abandoned in accordance with Federal, State, and local laws and regulations prior to the issuance of building permits.	Review of construction plan	Coachella Valley Water District and City of La Quinta	Prior to issuance of grading permit			
	The incremental increase in solid waste generation could result in potential impacts	A recycling program shall be developed for all proposed uses. Recycling provisions for commercial and business establishments should include separate recycling bins. Items to be recycled at commercial establishments may include white paper, computer legal paper, cardboard, glass and aluminum cans.	Receipt of recycling program	City of La Quinta	Prior to the issuance of occupancy permit			
		Professional landscaping services from companies which compost green waste shall be utilized.	Verification that a qualified landscaping service has been retained	City of La Quinta	Prior to the issuance of occupancy permit			
	The incremental demand from the project on utility systems could result in potential impacts	The Projects fair share of public utilities, infrastructure and improvements required to properly service the proposed uses shall be determined through consultation with the City Department of Public Works and paid prior to the issuance of grading permits.	Verification of receipt of financial security instrument.	City of La Quinta	Prior to the issuance of grading permit			
<b>Aesthetics</b>	The project area is adjacent to a scenic area. Development would alter the aesthetic nature of the area	Landscape designs and materials that complement the native desert environment shall be utilized in project design and construction.	Review of landscape and design plans	City of La Quinta	Prior to the issuance of grading permit			
		Overhead utility lines shall be undergrounded to the greatest extent possible through the establishment of an undergrounding program and guidelines subject to the review of the City Engineer and Public Works Department.	Review of design and site plans	City of La Quinta Public Works and City Engineer	Prior to the issuance of grading permit			
		Signage shall be limited to the locations, sizes, and maintenance requirements necessary to provide functional identification.	Review of design plan	City of La Quinta	Prior to the issuance of grading permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		Safe, convenient vehicular and pedestrian circulation, screened outdoor storage/loading and other unsightly areas, protected and enhanced outdoor seating areas, appropriate lighting levels, limited signage, and landscaping designs that preserve and enhance visual resources shall be included in the design of any commercial area on the Project Site.	Review of landscape and design plans	City of La Quinta	Prior to the issuance of building permit			
		Development proposed along designated scenic highways, roadways and corridors shall be reviewed for compatibility with the natural and built environments to assure maximum viewshed protection and pedestrian and vehicular activity.	Review of landscape and design plans	City of La Quinta	Prior to the issuance of grading permit			
		All grading and development proposed within scenic viewsheds, shall be regulated to minimize adverse impacts to these viewsheds. All grading, development and landscaping plans shall be submitted to the City for review and approval prior to the issuance of grading permits.	Review of landscape and design plans	City of La Quinta	Prior to the issuance of grading permit			
	The project would introduce new sources of light and glare that would alter the existing nighttime environment	Outdoor lighting shall be limited to the minimum height, number of fixtures, and intensity needed to provide sufficient security and identification in each development, making every reasonable effort to protect the community's night skies.	Review of design and site plans	City of La Quinta, Riverside County Sheriff Department	Prior to the issuance of building permit			
<b>Cultural Resources</b>	There is potential for discovery of unidentified subsurface cultural resources during future ground altering activities	During any ground altering activities associated with project grading or construction, including demolition of existing modern structures and facilities, the project area shall be monitored by a qualified archaeological monitor. The monitor shall have the authority to halt any activities impacting potentially significant cultural resources until the resources can be evaluated for significance and cleared or mitigated. The monitoring program shall also include consultation with the local Native American representatives (e.g., Torres-Martinez and/or Morongo Reservations).	Verification that a qualified historical consultant has been retained	City of La Quinta	Prior to issuance of grading permit			

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF LA QUINTA AND SILVERROCK DEVELOPMENT COMPANY, LLC, RELATING TO THE VESTING OF CERTAIN DEVELOPMENT RIGHTS FOR THE SILVERROCK RESORT, AND AUTHORIZING IMPLEMENTATION ACTIONS RELATED THERETO**

**CASE NO.: DEVELOPMENT AGREEMENT 2014-1001  
APPLICANT: SILVERROCK DEVELOPMENT COMPANY, LLC**

**WHEREAS**, California Government Code Section 65864 et seq. (the "Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development; and,

**WHEREAS**, the Planning Commission of the City of La Quinta did, on the 14<sup>th</sup> day of October, 2014, hold a duly noticed Public Hearing to consider Development Agreement 2014-1001, and did in fact unanimously adopt Planning Commission Resolution 2014-026, recommending its approval to the City Council; and,

**WHEREAS**, the City Council of the City of La Quinta, California ("City Council"), did hold on the 4<sup>th</sup> day of November, 2014, a duly noticed public hearing to consider Development Agreement 2014-1001; and,

**WHEREAS**, at said City Council Public Hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons wanting to be heard, said City Council did make the following mandatory findings to justify approving the Development Agreement:

1. The proposed Development Agreement is consistent with the La Quinta General Plan, Municipal Code and the SilverRock Resort Specific Plan. The development proposal as represented in the Agreement will not be developed in any manner inconsistent with the General Plan land use designations of Tourist Commercial and Recreational Open Space.
2. The proposed Development Agreement is compatible with the uses and

regulations as stipulated for the Tourist Commercial and Golf Course zoning districts.

3. The proposed Development Agreement is in conformity with the public necessity, convenience, general welfare and good land use practice. The Development Agreement will allow development of hotel, commercial, recreation and resort residential uses, and ensure provision of a desirable and functional community environment and effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project.
4. The proposed Development Agreement will not be detrimental to the public health, safety and general welfare. All immediately surrounding property is zoned for residential or golf course use development. Development of the site for hotel, commercial, recreation and resort residential use will not significantly impact quality of life for area residents.
5. The proposed Development Agreement will not affect the orderly development of property or the preservation of property values. Development of the subject site, pursuant to project application and this Development Agreement, will enhance property values for other surrounding area properties, as it facilitates development of a high-quality resort complex with hotel, commercial, recreation and resort residential uses.
6. The proposed Development Agreement will have a positive fiscal impact on the City, in that implementation of the Development Agreement will produce revenues through payment of certain development fees, as well as the generation of transient occupancy, sales and property taxes from the proposed development.
7. Consideration of this Development Agreement has been accomplished pursuant to California Government Code Section 65864 et seq. and the City of La Quinta Municipal Code Section 9.250.030, which governs Development Agreements.

**WHEREAS**, all actions required to be taken by the City precedent to the adoption of this Ordinance have been regularly and duly taken.

**NOW, THEREFORE**, the City Council of the City of La Quinta, California does ordain as follows:

**SECTION 1. APPROVAL.** The City Council hereby approves and adopts the Development Agreement attached as "Exhibit A" substantially in the form presented to the City Council concurrent with the approval and adoption of this Resolution, authorizes and directs the City Manager to sign the Development Agreement on behalf of the City, authorizes and directs the City Manager, in accordance with City of La Quinta Municipal Code Section 9.250.030(C)(10)(a), to make any modifications to the Development Agreement to effectuate the intent of the City and Developer as presented to and approved by the City Council concurrent with the approval and adoption of this Resolution, and authorizes and directs the City Clerk to record the Development Agreement in the Official Records of Riverside County in accordance with applicable law.

**SECTION 2. ENVIRONMENTAL.** An Addendum to a previously adopted Mitigated Negative Declaration (EA 2002-453) and subsequent Addendum (EA 2006-568) was prepared pursuant to the California Environmental Quality Act, was confirmed and adopted by the City Council, on November 4, 2014. Said determination, extends to include this Development Agreement, based on its incorporation as part of the overall project, as defined under CEQA.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect thirty (30) days after its adoption.

**SECTION 4. POSTING.** The City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be posted in at least three public places designated by resolution of the City Council, and shall cause this Ordinance and its certification, together with proof of posting, to be entered into the Book of Ordinances of this City.

**PASSED, APPROVED and ADOPTED,** at a regular meeting of the La Quinta City Council held this 4<sup>th</sup> day of November, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Ordinance No.  
Development Agreement 2014-1001  
SilverRock Development Company, LLC  
Adopted: November 4, 2014  
Page 4

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DON ADOLPH, Mayor  
City of La Quinta, California

**ATTEST:**

---

SUSAN MAYSELS, City Clerk  
City of La Quinta, California

(CITY SEAL)

**APPROVED AS TO FORM:**

---

WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

\*Ordinances are adopted on **second reading**.



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO

City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Clerk

Space Above This Line for Recorder's Use  
(Exempt from Recording Fee per Gov't Code §6103 and  
§27383)

**DEVELOPMENT AGREEMENT BY AND BETWEEN**

**THE**

**CITY OF LA QUINTA**

**AND**

**SILVEROCK DEVELOPMENT COMPANY, LLC**



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## DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2014 (“Reference Date”), by and between the CITY OF LA QUINTA, a California municipal corporation and charter city organized and existing under the Constitution of the State of the California (“City”), and Silverrock Development Company, LLC, a Delaware limited liability company (“Developer”), with reference to the following:

### RECITALS:

A. Government Code Section 65864 et seq. (“Development Agreement Act”) authorizes City to enter into a binding development agreement for the development of real property within its jurisdiction with persons having legal or equitable interest in such real property.

B. Pursuant to Section 65865 of the Government Code, City has adopted its Development Agreement Ordinance (La Quinta Municipal Code Section 9.250.030) establishing procedures and requirements for such development agreements (“Development Agreement Ordinance”).

C. Prior to or concurrently with the execution of this Agreement, Developer has entered into a Purchase, Sale, and Development Agreement (the “PSDA”) with City, pursuant to which (1) City, subject to the terms and conditions set forth in the PSDA, has agreed to sell to Developer, in one or more phases, certain real property located at the southwest intersection of Jefferson Street and Avenue 52 in the City of La Quinta, CA, as described in Exhibit A attached hereto and shown on the Site Map attached hereto as Exhibit B (the “Site”); and (2) Developer has agreed to construct on the Site the “Project,” consisting of a luxury resort hotel and spa and associated branded luxury residential units, a lifestyle hotel and associated lifestyle branded residential units, a conference and shared service facility, a permanent clubhouse for the SilverRock Resort’s Arnold Palmer Classic Course, a mixed use village, a resort residential village, and associated amenities. The Project is more fully described in, and subject to (i) this Agreement, (ii) the SilverRock Specific Plan, also known as Specific Plan No. SP 2006-080 (“Specific Plan”); (iii) the Mitigated Negative Declaration prepared for an earlier version of the Project, approved by the former La Quinta Redevelopment Agency (the “Agency”) on May 15, 2002, by Agency Resolution 2002-09, as updated by the Addendum to Mitigated Negative Declaration, approved by the City Council on July 18, 2006, by City Council Resolution No. 2006-082, and by the Second Addendum to Mitigated Negative Declaration approved by the City Council on \_\_\_, by City Council Resolution No. \_\_\_\_\_ (collectively, the “Updated Mitigated Negative Declaration”); (iv) the PSDA, (v) any future discretionary or ministerial approvals and/or permits issued for the Project, including all conditions of approval attached thereto (collectively, the “Project Site Development Permits”); (vi) any future subdivision maps approved for the Project, including all conditions of approval thereto (collectively, the “Project Tract Maps”); and (vii) the conditions of approval associated with each and all of the foregoing approvals (collectively, the “Conditions of Approval”). The documents, permits, approvals, and conditions described in the foregoing clauses (i)-(vii) are collectively referred to herein as the “Project Approvals,” and are, or when approved or issued shall be, on file with the City Clerk.

D. By virtue of the PSDA, as of the execution of this Agreement, Developer has an equitable interest in the Site. By its execution of the consent form attached to this Agreement, City consents to recordation of this Agreement against the Site.

E. Consistent with Section 9.250.030 of the La Quinta Municipal Code, City and Developer desire to enter into a binding agreement that shall be construed as a development agreement within the meaning of the Development Agreement Act. This Agreement will eliminate uncertainty in planning for and secure the orderly development of the Project, ensure a desirable and functional community environment, provide effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, and assure attainment of the maximum effective utilization of resources within the City, by achieving the goals and purposes of the Development Agreement Act. In exchange for these benefits to City, Developer desires to receive the assurance that if it acquires the Site in accordance with the PSDA, it may proceed with development of the Project in accordance with the terms and conditions of this Agreement and the Project Approvals, all as more particularly set forth herein.

F. The Planning Commission and the City Council have determined that the Project and this Agreement are consistent with the City's General Plan and the Specific Plan, including the goals and objectives thereof.

G. All actions taken by City have been duly taken in accordance with all applicable legal requirements, including the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) ("CEQA"), and all other requirements for notice, public hearings, findings, votes and other procedural matters.

H. On \_\_\_\_\_, 2014, the City Council adopted its Ordinance No. \_\_\_ approving this Agreement.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

#### 1. **GENERAL**

##### 1.1 **Definitions**

1.1.1 "**Agreement**" means this Development Agreement and all amendments and modifications thereto.

1.1.2 "**Applicable Rules**" means the rules, regulations, ordinances and officially adopted policies of the City of La Quinta in full force and effect as of the Effective Date of this Agreement, including, but not limited to, the City's General Plan, Zoning Ordinance, and Specific Plan. Additionally, notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and

construction of public works facilities, if any, shall be those that are in effect at the time the Project plans are being processed for approval and/or under construction.

1.1.3 “**CEQA**” means the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 et seq.).

1.1.4 “**Certificate**” shall have the meaning set forth in Section 2.2.3 herein.

1.1.5 “**City**” means the City of La Quinta, a charter city and municipal corporation, including each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the City, including without limitation the City Council and the Planning Commission.

1.1.6 “**City Council**” means the City Council of the City and the legislative body of the City pursuant to California Government Code Section 65867.

1.1.7 “**Community Development Director**” means the Community Development Director for the City or his or her designee.

1.1.8 “**Conditions of Approval**” shall have the meaning set forth in Recital C.

1.1.9 “**Developer**” means SilverRock Development Company, LLC, a Delaware limited liability company.

1.1.10 “**Development Agreement Act**” means Section 65864 et seq., of the California Government Code.

1.1.11 “**Discretionary Action**” means an action which requires the exercise of judgment, deliberation or a decision on the part of City, including any board, commission, committee, or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations.

1.1.12 “**Discretionary Permits**” means any permits, approvals, plans, Project Tract Maps, inspections, certificates, documents, and licenses that require a Discretionary Action, including, without limitation, site development permits, grading permits, stockpile permits, and encroachment permits.

1.1.13 “**Effective Date**” shall have the meaning set forth in Section 1.3 of this Agreement.

1.1.14 “**General Plan**” means the General Plan of the City.

1.1.15 “**Impact Fees**” means impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by City pursuant to City Council Resolution No. 2013-006, which was approved by

the City Council on February 5, 2013. Notwithstanding anything herein to the contrary, none of the following shall constitute Impact Fees: (i) Processing Fees, (ii) impact fees, linkage fees, exactions, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which City is required to collect or assess pursuant to applicable law, including, without limitation, school district impact fees pursuant to Government Code Section 65995), fees required pursuant to the Coachella Valley Multiple Species Habitat Conservation Plan, and the Transportation Uniform Mitigation Fee, or (c) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed as an impact fee on new development.

1.1.16 “**Meriwether**” means Meriwether Companies LLC, a Delaware limited liability company.

1.1.17 “**Ministerial Permits and Approvals**” means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by City in order for Developer to implement, develop and construct the Project and the Mitigation Measures, including without limitation, building permits, foundation permits, and other similar permits and approvals which are required by the La Quinta Municipal Code and Project plans and other actions required by the Project Approvals to implement the Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions or Discretionary Permits.

1.1.18 “**Mitigation Measures**” means the mitigation measures described in the Updated Mitigated Negative Declaration and in the Mitigation Monitoring Program for the Project.

1.1.19 “**New Laws**” means amendments or modifications to the Applicable Rules, and all ordinances, resolutions, initiatives, regulations, rules, laws, plans, policies, and guidelines of the City and its City Council, Planning Commission, and all other City boards, commissions, departments, agencies, and committees enacted or adopted after the Effective Date.

1.1.20 “**Parties**” means collectively Developer and City. Each shall be referred to in the singular as a “Party”.

1.1.21 “**Planning Area**” shall mean an area designated on the Site Map as a planning area.

1.1.22 “**Planning Commission**” means the City Planning Commission and the planning agency of the City pursuant to California Government Code Section 65867.

1.1.23 “**Processing Fees**” means all processing fees and charges required by City including, but not limited to, fees for land use applications, Project permits and/or approvals, building applications, building permits, grading permits, encroachment permits, Project Tract Maps, lot line adjustments, air right lots, street vacations, certificates of occupancy, and any fees over which City has no authority with respect to setting the rates, which are necessary to accomplish the intent and purpose of this Agreement. Processing Fees shall not include Impact Fees. The amount of the Processing Fees to be applied in connection with the



development of the Project shall be the amount which is in effect on a City-wide basis at the time an application for the City action is made. Notwithstanding the language of this Section or any other language in this Agreement, Developer shall not be exempt from the payment of fees, if any, imposed on a City-wide basis as part of City's program for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto, unless a waiver of these fees is provided by City in a subsequent agreement.

1.1.24 “**Project**” means development of the Site as set forth in more detail in Section 3.1.

1.1.25 “**Project Approvals**” shall have the meaning set forth in Recital C.

1.1.26 “**Project Component**” shall have the meaning set forth in the PSDA.

1.1.27 “**Project Tract Maps**” shall have the meaning set forth in Recital C.

1.1.28 “**PSDA**” shall have that meaning set forth in Recital C.

1.1.29 “**Reserved Powers**” means the rights and authority excepted from this Agreement's restrictions on City's police powers and which are instead reserved to City, its City Council, Planning Commission, and all other City boards, commissions, departments, agencies, and committees. The Reserved Powers include the powers to enact or adopt New Laws or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Project Approvals, except such New Laws which would prevent or materially impair Developer's ability to develop the Project in accordance with the Project Approvals; provided, however, that with respect to such New Laws which would prevent or materially impair Developer's ability to develop the Project in accordance with the Project Approvals, such New Laws shall apply to the Project if such New Laws are: (1) necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God, which shall apply even if not applicable on a City-wide basis); (2) amendments to Uniform Codes, as adopted by City, and/or the La Quinta Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) required by a non-City entity to be adopted by or applied by the City (or if optional the failure to adopt or apply such non-City law or regulation would cause City to sustain a loss of funds or loss of access to funding or other resources, or (4) necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement).

1.1.30 “**RGC**” means The Robert Green Company, a California corporation.

1.1.31 “**Site**” means approximately 96 acres of real property located at the southwest intersection of Jefferson Street and Avenue 52 in the City of La Quinta, California 92253. The Site is legally described in the Site Legal Description and depicted in the Site Map., attached hereto as Exhibits A and B.

1.1.32 “**Site Development Plan**” shall have the meaning set forth in Section 9.180.020 of the La Quinta Municipal Code.

1.1.33 “**Site Map**” means the map of the Site and immediately adjacent properties, which is attached hereto as Exhibit B and incorporated herein by this reference. The Site Map depicts twelve (12) proposed planning areas within the real property covered by the Specific Plan, numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10A,10B, 11, and 12.

1.1.34 “**Specific Plan**” shall have the meaning as set forth in Recital C.

1.1.35 “**Term**” means the period of time for which the Agreement shall be effective in accordance with Section 1.2 herein.

1.1.36 “**Transferee**” means individually or collectively, Developer’s successors in interest, assignees or transferees of all or any portion of the Site.

1.1.37 “**Uniform Codes**” means those building, electrical, mechanical, plumbing, fire and other similar regulations of a City-wide scope which are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, Uniform Plumbing Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes which reflect local modification to implement the published recommendations of the multi-state organization and which are applicable City-wide).

1.1.38 “**Zoning Ordinance**” means Title 9 of the La Quinta Municipal Code.

## 1.2 Term.

The term of this Agreement shall commence on the Effective Date and shall continue for thirty (30) years thereafter, unless said term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties after the satisfaction of all applicable public hearing and related procedural requirements.

## 1.3 Effective Date.

This Agreement shall be effective, and the obligations of the Parties hereunder shall be effective, as of \_\_\_\_\_, 2014 (“Effective Date”), which is the date that Ordinance No. \_\_\_\_\_ takes effect.

## 1.4 Amendment or Cancellation by Mutual Consent.

Except as expressly stated to the contrary herein, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties and in the manner provided for in Government Code Section 65867-65868 and the Development Agreement Ordinance. Notwithstanding the foregoing, in the event that any portion of the Site is under different ownership at some time during the Term hereof, City and the then-owner of such portion may amend the terms of this Development Agreement and the Project Approvals with respect to said portion, without obtaining the approval or consent of the owners of the other portions of the Site.

### 1.5 Termination.

Unless terminated earlier, pursuant to the terms hereof, this Agreement shall automatically terminate and be of no further effect upon the expiration of the Term of this Agreement as set forth in Section 1.1. Termination of this Agreement, for any reason, shall not, by itself, affect any right or duty arising from entitlements or approvals set forth under the Project Approvals.

Notwithstanding anything herein to the contrary, (i) in the event the “Phase 1 Escrow” (as that term is defined in the PSDA) fails to close within the time period set forth for such closing in the PSDA, as such time period may be extended pursuant to the terms of the PSDA, and/or the PSDA is terminated, this Agreement shall automatically terminate and the Developer and City agree to execute and record such document as the “Title Company” (as that term is defined in the PSDA) reasonably requires to remove this Agreement of record, and (ii) in the event the Phase 1 Escrow closes, but the “Phase 2 Escrow” (as that term is defined in the PSDA) fails to close within the time period set forth for such closing in the PSDA, as such time period may be extended pursuant to the terms of the PSDA, and/or the PSDA is terminated with respect to the “Phase 2 Property” (as that term is defined in the PSDA), this Agreement shall automatically terminate with respect to the Phase 2 Property and the Developer and City agree to execute and record such document as the Title Company reasonably requires to remove this Agreement of record from the Phase 2 Property.

The Parties acknowledge and agree that notwithstanding the provisions in the foregoing paragraph providing for automatic termination of this Agreement on the occurrence of certain events, each of the Development Agreement Act and Development Agreement Ordinance require that prior to any such early termination of this Agreement, (a) the Quinta Planning Commission must hold a public hearing regarding the proposed termination and make certain recommendations to the City Council, and (b) the City Council must hold a public hearing regarding the termination and make certain findings. The Parties further acknowledge and agree that on the occurrence of any of the events described in the foregoing paragraph providing for automatic termination, the Parties shall be deemed to have mutually consented to the early termination of this Agreement for purposes of the Development Agreement Act and Development Agreement Ordinance.

### 1.6 Statement of Benefits and Consideration.

The Parties have determined that a development agreement is appropriate for the construction and operation of the Project due to the substantial benefits to be derived therefrom.

The Project will promote the health, safety and general welfare of City and its residents. In exchange for these and other benefits to City, Developer will receive the assurance that Developer may develop the Project during the Term of this Agreement, subject to the terms and conditions herein contained. City has undertaken the necessary proceedings, has found and determined that this Agreement is consistent with the General Plan, and has adopted Ordinance No.\_\_\_\_ approving this Agreement. As a result of the development of the Project in accordance with this Agreement, City will receive substantial benefits.

In consideration of the substantial benefits, commitments and consideration to be provided by Developer pursuant to this Agreement and in order to strengthen the public planning process and reduce the economic costs of development, City hereby provides Developer assurance that if Developer acquires title to the Site, Developer can proceed with the construction and operation of the Project for the Term of this Agreement pursuant to the Applicable Rules and this Agreement. Developer would not enter into this Agreement or agree to provide the public benefits, commitments and consideration described in this Agreement if it were not for the certainty provided by the agreement of City that the Project could be constructed and operated during the Term of this Agreement in accordance with the Applicable Rules and this Agreement.

### 1.7 City CEQA Findings.

City finds that review of the environmental impacts of this Agreement and the Project has been conducted in accordance with the provisions of CEQA and the State and local guidelines adopted thereunder, and City has given consideration to such environmental review prior to its approval of this Agreement and the Project and has undertaken all actions necessary to comply with CEQA.

## 2. AGREEMENTS AND ASSURANCES

### 2.1 Agreement and Assurance on the Part of Developer; PSDA.

In consideration for City entering into this Agreement, and as an inducement for City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in the Recitals of this Agreement, Developer hereby agrees as follows:

#### 2.1.1 Project Development.

Developer shall develop the Project pursuant to all of the requirements set forth in the PSDA.

#### 2.1.2 Conflicts with PSDA

To the extent there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the PSDA, the terms and conditions of the PSDA shall govern and control.

### 2.2 Agreement and Assurances on the Part of the City.

In consideration for Developer entering into this Agreement, and as an inducement for Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in this Agreement, City hereby agrees as follows:

### 2.2.1 Entitlement to Develop.

Developer has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Project Approvals and the Reserved Powers. Developer's vested rights under this Agreement shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild or replace the existing development and the Project or any portion thereof throughout the applicable Term for any reason, including, without limitation, in the event of damage, destruction or obsolescence of the existing development or the Project or any portion thereof, subject to the Applicable Rules, Project Approvals and Reserved Powers. To the extent that all or any portion of the existing development or the Project is remodeled, renovated, rehabilitated, rebuilt or replaced, Developer may locate that portion of the existing development or the Project, as the case may be, at any other location of the Site, subject to the requirements of the Project Approvals, the Applicable Rules, and the Reserved Powers.

### 2.2.2 Changes in Applicable Rules.

#### (A) Nonapplication of Changes in Applicable Rules.

Any change in, or addition to, the Applicable Rules, including, without limitation, any change in the General Plan or Specific Plan, zoning or building regulation, adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of ordinance, City Charter amendment, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City, City Council, Planning Commission or any other board, commission, department or agency of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Site and/or to the Project and which would conflict in any way with the Applicable Rules, Project Approvals, or this Agreement, shall not be applied to the Site or the Project unless such changes represent an exercise of City's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Developer may, in its sole discretion, consent to the application to the Project of any change in the Applicable Rules.

#### (B) Changes in Uniform Codes.

Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes which may occur from time to time in the Uniform Codes, as such Codes are adopted by the City of La Quinta.

#### (C) Changes Mandated by Federal or State Law.

This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

### 2.2.3 Subsequent Development Review.

Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law pursuant to the applicable provisions of the La Quinta Municipal Code and the provisions of Uniform Codes.

Prior to each request for a building permit, Developer shall provide City with a Compliance Certificate (“Certificate”) in a form created by Developer and approved by City, which shall describe how all applicable Conditions of Approval have been fully complied with. Each Certificate shall be distributed by City to the relevant City departments for checking the representations made by Developer on the Certificate.

### 2.2.4 Effective Development Standards.

City agrees that it is bound to permit the uses, intensities of use and densities on the Site which are permitted by this Agreement and the Project Approvals, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. City hereby agrees that it will not unreasonably withhold or unreasonably condition any approvals and/or permits which must be issued by City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all City-wide standard procedures for processing applications for such approvals and/or permits.

### 2.2.5 Moratoria or Interim Control Ordinances.

In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of City, by initiative, or otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Site or the implementation of the Mitigation Measures adopted in connection with approval of the Project, City agrees that such ordinance, resolution or other measure shall not apply to the Site, the Project or this Agreement, unless such changes are adopted pursuant to the Reserved Powers or other applicable provisions of this Agreement.

### 2.2.6 Special Taxes and Assessments.

Developer shall not be obligated to support infrastructure financing undertaken by City or others. Developer shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts, Mello-Roos or community facilities districts, maintenance districts or other similar districts.

### 2.2.7 Impact Fees.

Impact Fees imposed by City with respect to the Project shall be only those Impact Fees in full force and effect as of the Effective Date, in the amounts/rate in effect as of the Effective Date.

## 2.2.8 Timeframes and Staffing for Processing and Review.

City agrees that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals and Discretionary Actions, City agrees to reasonably cooperate with Developer to establish time frames for processing and reviewing such Ministerial Permits and Approvals and Discretionary Actions and to comply with any timeframes established in the Project Approvals.

### 3. DEVELOPER'S OBLIGATIONS

#### 3.1 Development of the Project; Planned Development.

Developer shall construct the Project on the Site in accordance with the Project Approvals. As depicted in the Project Approvals, as the same may be updated or amended from time to time, the Project shall consist of a mixed-use resort development with the following components:

(A) Modification of the existing Arnold Palmer Classic Golf Course and rehabilitation of the Ahmanson Ranch House, along with the surrounding area within Planning Area 1;

(B) a luxury hotel project within Planning Area 2 consisting of approximately one hundred forty (140) luxury hotel rooms on approximately seventeen (17) acres, consisting of approximately one hundred seventy thousand (170,000) square feet of air conditioned and exterior spaces, and containing parking, spa and fitness center, and other associated amenities, all as further defined by the submittal of a Site Development Plan as prescribed by the Specific Plan;

(C) a residential development within Planning Area 3 consisting of approximately thirty-five (35) luxury branded residential homes, potentially including lock-offs, on approximately 14.0 acres, all as further defined by the submittal of a Site Development Plan as prescribed by the Specific Plan;

(D) a shared service/conference facility building and associated parking within Planning Area 4 consisting of approximately seventy-one thousand (71,000) square feet of interior and exterior square feet (not including parking) on approximately 12.0 acres;

(E) a lifestyle hotel ("Lifestyle Hotel") project within Planning Area 5 consisting of approximately two hundred (200) hotel rooms on approximately ten (10) acres, consisting of approximately one hundred seventy thousand (170,000) square feet of air conditioned and exterior spaces, and including other associated amenities, all as further defined by the submittal of a Site Development Plan as prescribed by the Specific Plan;

(F) a residential development within Planning Area 6 consisting of approximately sixty (60) luxury branded residential homes, potentially containing lock-off units

for a potential total key capacity of one hundred twenty (120) keys for the Lifestyle Hotel, on approximately ten (10) acres, all as further defined by the submittal of a Site Development Plan as prescribed by the Specific Plan;

(G) a promenade mixed-use village (“Village”) within Planning Areas 7 and 9; in Planning Area 7 the Village would contain a mix of residential and commercial uses consisting of approximately one hundred fifty thousand (150,000) square feet of livable space, up to twenty-five thousand (25,000) square feet of mixed-use commercial, on ten and one-half (10.5) acres; in Planning Area 9 the Village would contain either (1) a fifteen (15) acre public park, or (2) a mix of public and private recreational uses and amenities, community cultural elements, and residential and commercial development (not to exceed up to seventy-five thousand (75,000) square feet of livable space and fifteen thousand (15,000) square feet of commercial development), on approximately fifteen (15) acres, all as further defined by the submittal of a Site Development Plan as prescribed by the Specific Plan;

(H) a resort residential village within Planning Area 8 containing one hundred-sixty (160) residences and associated services and amenities on approximately thirty-two and one-half (32.5) acres, all as further defined by the submittal of a Site Development Plan as prescribed by the Specific Plan;

### 3.2 Compliance with Government Code Section 66473.7

Developer shall comply with the provisions of Government Code section 66473.7 with respect to any Project Tract Maps prepared for the Project.

### 3.3 Mitigation Monitoring Program.

The Developer shall also comply with the mitigation monitoring program set forth in Exhibit “C” attached hereto (the “Mitigation Monitoring Program”).

### 3.4 Payment of Fees.

During the Term of this Agreement, Developer shall timely pay all Processing Fees and Impact Fees with respect to the Project.

### 3.5 Other Fees and Charges.

Nothing set forth in this Agreement is intended to or shall be construed to limit or restrict the City’s authority to impose its existing, or any new or increased, fees, charges, levies, or assessments for the development of the Site, or to impose or increase, subject to the required procedure, any taxes applicable to the Site including but not limited to transient occupancy taxes, provided nothing set forth herein, subject to the following two sentences, is intended or shall be construed to limit or restrict whatever right Developer might otherwise have to challenge any fee, charge, levy, assessment, or tax imposed.



### 3.6 Dedications and Improvements.

Developer shall offer dedications to the City or other applicable public agency, or complete those public improvements in connection with the Project, as specified in the Conditions of Approval.

### 3.7 Indemnification.

3.7.1 Developer shall protect, defend, indemnify and hold harmless City and City's officers, officials, members, employees, volunteers, agents, and representatives (any of the foregoing shall be known individually as "Indemnitee" and collectively as "Indemnitees"), and each of them, jointly and severally, against and from any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity, of every kind or nature whatsoever, including reasonable attorneys' fees and expert witness fees, but excluding those resulting from (i) the gross negligence or willful misconduct of any Indemnitee, or (ii) environmental contamination of the Site or other defects on the Site existing prior to Developer's entry thereon, but including, without limitation, injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted ("Claims"), arising out of or in any manner directly or indirectly connected with the entry upon the Site by Developer or any of the Developer Representatives, including without limitation:

(A) any damage to the Site and any liability to any third party incurred by reason of any acts or omission of, including, but not limited to, any commission of any negligent or tortious acts, by Developer or the Developer Representatives, or any of them;

(B) any mechanics' or materialmen's liens, claims, demands, actions or suits arising (directly or indirectly) from (i) any work performed or materials supplied to or for Developer, or (ii) any activities of Developer or any of the Developer Representatives, or any of them, on or relating to the Site (including, without limitation, any claims by any of such Developer Representatives).

In the event of litigation, City agrees, at no cost to City, to cooperate with Developer. Developer shall have the obligation to provide the defense of City in the litigation, either by providing for legal counsel or, at City's option, timely paying the legal costs incurred by City in the defense of litigation, even though negligence or gross negligence of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf has not been established at the time that the defense is provided.

3.7.2 In the event of any court action or proceeding challenging the validity of this Agreement or the Project Approvals, Developer shall indemnify, hold harmless, pay all costs and provide defense for City in said action or proceeding with counsel chosen by Developer and reasonably approved by City. City shall, at no cost to City, cooperate with Developer in any such defense as Developer may reasonably request. In the event Developer fails or refuses to provide such defense of any challenge to this Agreement or the Project Approvals, or any component thereof, City shall have the right not to defend such challenge, and to resolve such challenge in any manner it chooses in its sole discretion, including terminating this Agreement. In the event of such termination, Developer, upon written request of City, shall immediately

execute a termination document or other document reasonably required by a reputable title company to remove this Agreement as a cloud on title.

### 3.8 Insurance.

3.8.1 Commencing with the Effective Date hereof and ending on the date that is one (1) year following the later of (i) the date City issues a Release of Construction Covenants pursuant to the PSDA for the final Project Component to be constructed on the Site (the "Completion of Construction Date"), or (ii) the date City signs off on the last and final inspection for the final Project Component to be constructed on the Site, Developer shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to the City Manager, the following policies of insurance:

(A) A policy of commercial general liability insurance written on a per occurrence basis in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.

(B) A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by Developer in the course of carrying out the work or services contemplated in this Agreement.

(C) A policy of commercial automobile liability insurance written on a per occurrence basis in an amount not less than Three Million Dollars (\$3,000,000.00). Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(D) "All Risks" Builder's Risk (course of construction) insurance coverage on a replacement cost basis in an amount equal to the full cost of the hard construction costs of the Project. Such insurance shall contain no coinsurance provision, and cover, at a minimum: all work, materials, and equipment to be incorporated into the Project; the Project during construction; the completed Project until such time as City issues the final certificate of occupancy for the Project, and storage, transportation, and equipment breakdown risks. Such insurance shall include coverage for earthquake (for the Luxury Hotel, Lifestyle Hotel, and Conference and Shared Service Facility only), flood, ordinance or law, temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, landscaping, shrubs and plants and full collapse during construction. Such insurance shall protect/insure the interests of Developer/owner and all of Developer's contractor(s), and subcontractors, as each of their interests may appear. If such insurance includes an exclusion for "design error," such exclusion shall only be for the object or portion which failed. Notwithstanding the foregoing, such insurance shall only be required for a particular Project Component at such time as construction commences on such Project Component.

3.8.2 Commencing on the date City issues a Release of Construction Covenants pursuant to the PSDA for a Project Component, Developer shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City Manager, "All Risks" property insurance on a replacement cost basis in an amount equal to full replacement cost of the Project

Component, as the same may change from time to time. The above insurance policy or policies shall contain no coinsurance provision.

3.8.3 The following additional requirements shall apply to all of the above policies of insurance:

All of the above policies of insurance shall be primary insurance and, except the Worker's Compensation and All Risks insurance, shall name City and City's officers, officials, members, employees, agents, and representatives as additional insureds, using a pre-2004 additional insured endorsement (or equivalent). The insurer shall waive all rights of subrogation and contribution it may have against City and City's officers, officials, members, employees, agents, and representatives, and their respective insurers. All of said policies of insurance shall provide that said insurance may not be materially amended or cancelled without providing thirty (30) days' prior written notice to City. In the event any of said policies of insurance are cancelled, Developer shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City Manager. Not later than the Effective Date of this Agreement, Developer shall provide the City Manager with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders shall be subject to the reasonable approval of the City Manager. Upon the request of the City Manager, Developer shall provide City with complete copies of each policy of insurance required by this Agreement.

The policies of insurance required by this Agreement shall be satisfactory only if issued by companies (i) licensed and admitted to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, or (ii) authorized to do business in California, rated "A+" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Registry and only if they are of a financial category Class XV. Notwithstanding the foregoing, in the event that the policies required hereunder are not available from such insurers at commercially reasonable rates, the City Manager shall have the authority, in his or her sole and absolute discretion, to waive one or more of such requirements provided the proposed policies will adequately protect City's interests hereunder.

City may reasonably require coverage increases, provided that the percentage increase in coverage shall not be required to exceed the percentage increase in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, Los Angeles-Riverside-Orange County Average, All Items (1984 = 100) (the "Index"), from and after the date of this Agreement, or, if said Index is discontinued, such official index as may then be in existence and which is most nearly equivalent to said Index (the "CPI Adjustment"). Unless otherwise approved in advance by the City Manager, the insurance to be provided by Developer may provide for a deductible or self-insured retention of not more than Fifty Thousand Dollars (\$50,000); provided, however, that the deductible or self-insured retention for the earthquake coverage may be up to, but not exceed, ten percent (10%) of the replacement cost of the damaged Luxury Hotel, Lifestyle Hotel, and/or Conference and Shared Service Facility (as applicable).

Developer agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Developer may be held responsible for the payment of damages to any persons or property resulting from Developer's activities or the activities of any person or persons for which Developer is otherwise responsible.

#### 4. CITY'S OBLIGATIONS

##### 4.1 Scope of Subsequent Review/Confirmation of Compliance Process.

Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law pursuant to the applicable provisions of the La Quinta Municipal Code and the provisions of City's Fire Codes and ordinances, Health and Safety Codes and ordinances, and Building, Electrical, Mechanical, and similar building codes.

##### 4.2 Project Approvals Independent.

All approvals required for the Project which may be or have been granted, and all land use entitlements or approvals generally which have been issued or will be issued by City with respect to the Project, constitute independent actions and approvals by City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement terminates for any reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such Project approvals or other land use approvals and entitlements. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, and the Conditions of Approval. It is understood by the Parties that pursuant to existing law, if this Agreement terminates or is held invalid or unenforceable as described above, such approvals and entitlements shall not remain valid for the term of this Agreement, but shall remain valid for the term of such approvals and entitlements.

##### 4.3 Review for Compliance.

City shall review this Agreement at least once during every twelve (12) month period following the Effective Date of this Agreement, in accordance with City's procedures and standards for such review set forth in City's Development Agreement Ordinance. During such periodic review by City, Developer, upon written request from City, shall be required to demonstrate, and hereby agrees to furnish, evidence of good faith compliance with the terms hereof. The failure of City to conduct or complete the annual review as provided herein or in accordance with the Development Agreement Ordinance shall not impact the validity of this Agreement. If, at the conclusion of the annual review provided for herein, Developer shall have been found in compliance with this Agreement, City, through City's Community Development Director, shall, at Developer's written request, issue a Certificate of Compliance to Developer stating that (1) this Agreement remains in full force and effect and (2) Developer is in compliance with this Agreement. The Certificate of Compliance shall be in recordable form, and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer, at its option and sole cost, may record the Certificate of Compliance.

5. DEFAULT; REMEDIES; DISPUTE RESOLUTION.

5.1 Notice of Default.

In the event of failure by either Party substantially to perform any material term or provision of this Agreement, the non-defaulting Party shall have those rights and remedies provided herein, provided that such non-defaulting Party has first provided to the defaulting Party a written notice of default in the manner required by Section 8.1 hereof identifying with specificity the nature of the alleged default and the manner in which said default may satisfactorily be cured.

5.2 Cure of Default.

Upon the receipt of the notice of default, the alleged defaulting Party shall promptly commence to cure, correct, or remedy the identified default at the earliest reasonable time after receipt of the notice of default and shall complete the cure, correction or remedy of such default not later than thirty (30) days after receipt of the notice of default, or, for such defaults that cannot reasonably be cured, corrected or remedied within thirty (30) days, such Party shall commence to cure, correct, or remedy such default within such thirty (30) day period, shall and continuously and diligently prosecute such cure, correction or remedy to completion.

5.3 City Remedies.

In the event of an uncured default by Developer of the terms of this Agreement, City, at its option, may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement; provided, however, that in no event shall City be entitled to consequential damages for any Developer default. For purposes of this Agreement the term “consequential damages” shall include, but not be limited to, potential loss of anticipated tax revenues from the Project or any portion thereof. Furthermore, City, in addition to or as an alternative to exercising the remedies set forth in this Section 5.3, in the event of a material default by Developer, may give notice of its intent to terminate or modify this Agreement pursuant to City’s Development Agreement Ordinance and/or the Development Agreement Act, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the City’s Development Agreement Ordinance or the Development Agreement Act.

6. MORTGAGEE PROTECTION; CERTAIN RIGHTS OF CURE

6.1 Encumbrances on the Project Site.

This Agreement shall not prevent or limit Developer from encumbering the Site or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Site, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and fair value (a “Mortgage”) securing financing with respect to the construction, development, use or operation of the Project.

## 6.2 Mortgage Protection.

This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a holder of a beneficial interest under a Mortgage, or any successor or assignee to said holder (a "Mortgagee") [whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or otherwise] shall be subject to all of the terms and conditions of this Agreement.

## 6.3 Mortgagee Not Obligated.

No Mortgagee will have any obligation or duty under this Agreement to perform the obligations of the Developer or other affirmative covenants of Developer hereunder, or to guarantee such performance, except that (i) the Mortgagee shall have no right to develop or operate the Site, and (ii) to the extent that any covenant to be performed by the Developer is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

## 6.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure.

With respect to any mortgage or deed of trust granted by Developer, whenever City may deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the Project or any component of the Project, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage or deed of trust which has previously requested such notice in writing. Each such holder shall (insofar as the rights granted by City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

## 7. TRANSFERS OF INTEREST IN SITE OR AGREEMENT

### 7.1 Transfers of Interest in Site or Agreement.

The qualifications and identity of Developer as the developer and operator of high quality commercial resort developments are of particular concern to City. Furthermore, the Parties acknowledge that City has negotiated the terms of this Agreement in contemplation of the development and operation of the Project on the Site and the mutual benefits to the Parties.

7.2 Transfers of Interest in Site or Agreement Prior to City’s Issuance of a Release of Construction Covenants.

Except as provided in this Section 7.2, until the date City issues a Release of Construction Covenants for a particular Project Component (the “Fee Transfer Release Date”), as defined in the PSDA, (1) no voluntary successor in interest of Developer shall acquire any rights or powers under this Agreement with respect to said Project Component; (2) Developer shall not make any total or partial sale, transfer, conveyance, assignment, or lease of the whole or any part of the Project Component or underlying real property; and (3) no changes shall occur with respect to the ownership and/or control of Developer, including, without limitation, stock transfers, sales of issuances, or transfers, sales or issuances of membership or ownership interests, or statutory conversions (any of the above, a “Transfer”). Prior to the Fee Transfer Release Date for a particular Project Component, City may approve or disapprove a proposed Transfer in its sole and absolute discretion; provided, however, City agrees to reasonably consider a Transfer to a transferee that has substantial experience in developing and operating developments comparable in all material respects to the Project or Project Component (as applicable), and the financial capability to develop and operate the Project or Project Component (as applicable), as determined pursuant to the factors set forth in Section 311.1 of the PSDA.

Notwithstanding the foregoing, City approval of a Transfer prior to the Fee Transfer Release Date for a particular Project Component shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Site to an appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Project.

(b) Any assignment for financing purposes (subject to such financing being permitted pursuant to Section 311 of the PSDA), including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Project or of a Project Component.

(c) The Transfer to a lender who has provided financing to Developer (subject to such financing being permitted pursuant to Section 311 of the PSDA) as a result of foreclosure by such lender of the deed of trust securing funds necessary for land acquisition, construction, and permanent financing of the Project or of a Project Component.

(d) The Transfer by Developer to an entity (i) whose managing member, manager, or managing general partner is (A) Developer, or (B) an entity which is at least fifty-one percent (51%) owned and controlled by Developer, Meriwether, or RGC, and (ii) which engages as the project/development manager for the Project Component an entity which is at least fifty-one percent (51%) owned and controlled by Developer, Meriwether or RGC.

(e) The sale by Developer of individual for-sale residential dwelling units to third party buyers.

### 7.3 Assignment and Assumption of Obligations.

Except for the sale of individual for-sale residential dwelling units, any Transfer (including Transfers not requiring prior City approval) by Developer of any interest in the Site or of any interest in this Agreement shall require the execution of an assignment and assumption of obligations substantially in the form attached hereto and incorporated herein as Exhibit “D” (an “Assignment and Assumption Agreement”). Transfers of Developer’s rights and/or obligations under this Agreement made without an executed Assignment and Assumption Agreement are null and void. The requirement for the provision to City of an executed Assignment and Assumption Agreement shall apply regardless of whether City approval is required for the Transfer. Developer agrees that (a) at least thirty (30) days prior to any Transfer it shall give written notice to City of such proposed Transfer; and (b) within five (5) days after any Transfer it shall provide City with a copy of the fully executed Assignment and Assumption Agreement evidencing that the assignee has assumed in writing all applicable obligations under this Agreement. A Party proposing to assign its obligations under this Agreement (i) shall remain liable for the obligations until and unless City has received a fully executed Assignment and Assumption Agreement, and (ii) shall remain liable for any default hereunder that occurred prior to the effective date of the assignment. Developer or Developer’s successor in interest shall reimburse City for any costs (other than staff time) City incurs in reviewing any Assignment and Assumption Agreement required hereunder.

### 7.4 Successors and Assigns.

All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and its permitted successors and assigns. Whenever the term “Developer” is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided, and the term “Developer shall only mean the owner of a Project Component from time to time during the period of such entity’s ownership, provided that the procedures set forth in this Agreement for that entity’s acquisition and or disposition have been followed, including, without limitation, the provisions of Section 7.1.

### 7.5 Assignment by City.

City may assign or transfer any of its rights or obligations under this Agreement with the approval of Developer, which approval shall not be unreasonably withheld; provided, however, that City may assign or transfer any of its interests hereunder to a joint powers authority in which City is a member at any time without the consent of Developer.

## 8. MISCELLANEOUS

### 8.1 Notices, Demands and Communications Between the Parties.

Any approval, disapproval, demand, document or other notice (“Notice”) which either Party may desire to give to the other Party under this Agreement must be in writing and shall be sufficiently given if (i) delivered by hand, (ii) delivered by reputable same-day or overnight messenger service that provides a receipt showing date and time of delivery, or (iii) dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices



of City and Developer at the addresses specified below, or at any other address as that Party may later designate by Notice.

To City: City of La Quinta  
78-495 Calle Tampico  
La Quinta, California 92253  
Phone No.: 760-777-7031  
Attention: City Manager

With a copy to: Rutan & Tucker, LLP  
611 Anton Boulevard, Suite 1400  
P.O. Box 1950  
Costa Mesa, California 92628  
Phone No.: 714-641-5100  
Attention: William S. Ihrke, Esq.

To Developer: SilverRock Development Company, LLC  
c/o Meriwether Companies  
11999 San Vicente Boulevard, Suite 220  
Los Angeles, California 90049  
Phone: 424-272-0470  
Attention: Graham Culp

With a copy to: The Robert Green Company  
3551 Fortuna Ranch Road  
Encinitas, California 92024  
Attention: Robert Green

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

## 8.2 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to causes beyond the control or without the fault of the Party claiming an extension of time to perform, which may include the following (each, a “**Force Majeure**”): war; insurrection; acts of terrorism; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other Party; or acts or failures to act of any public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City). Notwithstanding anything to

the contrary in this Agreement, an extension of time for any such cause shall only be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

### 8.3 Binding Effect.

This Agreement, and all of the terms and conditions hereof, shall be binding upon and inure to the benefit of the Parties, any subsequent owner of all or any portion of the Project or the Site, and their respective assigns, heirs or successors in interest, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Site.

### 8.4 Independent Entity.

The Parties acknowledge that, in entering into and performing this Agreement, each of Developer and City is acting as an independent entity and not as an agent of the other in any respect.

### 8.5 Agreement Not to Benefit Third Parties.

This Agreement is made for the sole benefit of the Parties, and no other person shall be deemed to have any privity of contract under this Agreement nor any right to rely on this Agreement to any extent for any purpose whatsoever, nor have any right of action of any kind on this Agreement nor be deemed to be a third party beneficiary under this Agreement.

### 8.6 Covenants.

The provisions of this Agreement shall constitute mutual covenants which shall run with the land comprising the Site for the benefit thereof, and for the benefit of City's adjoining properties, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto for the term of this Agreement.

### 8.7 Non-liability of City Officers and Employees.

No official, officer, employee, agent or representative of City, acting in his/her official capacity, shall be personally liable to Developer, or any successor or assign, for any loss, costs, damage, claim, liability, or judgment, arising out of or connection to this Agreement, or for any act or omission on the part of City.

### 8.8 Covenant Against Discrimination.

Developer and City covenant and agree, for themselves and their respective successors and assigns, that there shall be no discrimination against, or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or any other impermissible classification, in the performance of this Agreement.

Developer shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, et seq.).

#### 8.9 Amendment of Agreement.

This Agreement may be amended from time to time by mutual consent of the original Parties or such party to which Developer assigns all or any portion of its interest in this Agreement, in accordance with the provisions of the City's Development Agreement Ordinance and Government Code Sections 65867 and 65868. Developer shall be required to reimburse City for all costs City incurs in negotiating, preparing, and processing any such alterations, changes, or modifications requested by Developer or any lender or investor. In connection with any request for an alteration, change or modification, Developer shall deposit with City the sum of Ten Thousand Dollars (\$10,000). Notwithstanding the foregoing, the City Manager shall have the discretion to authorize a lesser deposit, in the event he or she determines the proposed alteration, change or modification is minor. In the event the funds on deposit are depleted, City shall notify Developer of the same, and Developer shall deposit with City an additional Five Thousand Dollars (\$5,000) to complete processing of the requested alteration, change or modification. Developer shall make additional deposits to City, as needed, pursuant to the foregoing process, until the requested alteration, change, or modification is finalized. Within sixty (60) days after such alteration, change or modification is finalized, City shall reimburse the Developer any unused sums

#### 8.10 No Waiver.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and referring expressly to this Section. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as expressly provided herein. No waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof.

#### 8.11 Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

#### 8.12 Cooperation in Carrying Out Agreement.

Each Party shall take such actions and execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

#### 8.13 Estoppel Certificate.

Either Party may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature and amount of any such defaults, and (iv) any other reasonable information requested. A Party receiving a request hereunder shall execute and return such certificate within ten (10) days following approval of the proposed estoppel certificate by the City Attorney, which approval shall not be unreasonably withheld or delayed. The City Manager, Assistant City Manager, and Community Development Director are each authorized to sign and deliver an estoppel certificate on behalf of City. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

#### 8.14 Construction.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

#### 8.15 Recordation.

This Agreement shall be recorded with the County Recorder of Riverside County at Developer's cost, if any, within the period required by Government Code Section 65868.5. Amendments approved by the Parties, and any cancellation or termination of this Agreement, shall be similarly recorded.

#### 8.16 Captions and References.

The captions of the paragraphs and subparagraphs of this Agreement are solely for convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Reference herein to a paragraph or exhibit are the paragraphs, subparagraphs and exhibits of this Agreement.

#### 8.17 Time.

Time is of the essence in the performance of this Agreement and of each and every term and condition hereof as to which time is an element.

#### 8.18 Recitals & Exhibits Incorporated; Entire Agreement.

The Recitals to this Agreement and all of the exhibits and attachments to this Agreement are, by this reference, incorporated into this Agreement and made a part hereof. This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all

previous negotiations, discussions and agreements between the Parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

8.19 Exhibits.

Exhibits “A” -”D” to which reference is made in this Agreement are deemed appropriated herein in their entirety. Said exhibits are identified as follows:

- A Property Legal Description
- B Site Map
- C Mitigation Monitoring Program
- D. Form of Assignment and Assumption Agreement

8.20 Counterpart Signature Pages.

For convenience the Parties may execute and acknowledge this agreement in counterparts and when the separate signature pages are attached hereto, shall constitute one and the same complete Agreement.

8.21 Authority to Execute; Representations and Warranties.

Developer warrants and represents that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this Agreement, (iii) by so executing this Agreement, Developer is formally bound to the provisions of this Agreement, (iv) Developer’s entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Developer is bound, and (v) there is no existing or threatened litigation or legal proceeding of which Developer is aware which could prevent Developer from entering into or performing its obligations set forth in this Agreement.

8.22 City Approvals and Actions.

Whenever a reference is made in this Agreement to an action or approval to be undertaken by the City Manager, his or her authorized designee is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

8.23 Governing Law; Litigation Matters.

The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflicts of law principles. Any action at law or in equity brought by either Party hereto for the purpose of enforcing, construing, or interpreting the validity of this Agreement or any provision hereof shall be brought in the Superior Court of the State of California in and for the County of Riverside, or such other appropriate court in said county, and the Parties hereto waive all provisions of law providing for the filing, removal, or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any

manner permitted by California law and shall be effective whether served inside or outside of California. In the event of any action between the Parties hereto seeking enforcement of any of the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be awarded, in addition to such relief to which such Party is entitled, its reasonable attorney's fees, expert witness fees, and litigation costs and expenses.

[end – signature page follows]

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the Reference Date.

**“DEVELOPER”**

SILVERROCK DEVELOPMENT COMPANY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

**“CITY”**

CITY OF LA QUINTA, a California municipal  
corporation

By: \_\_\_\_\_

Name: Frank J. Spevacek

Title: City Manager

ATTEST:

\_\_\_\_\_  
Susan Maysels  
City Clerk

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
William H. Ihrke  
City Attorney

State of California )  
County of Riverside )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

State of California )  
County of Riverside )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

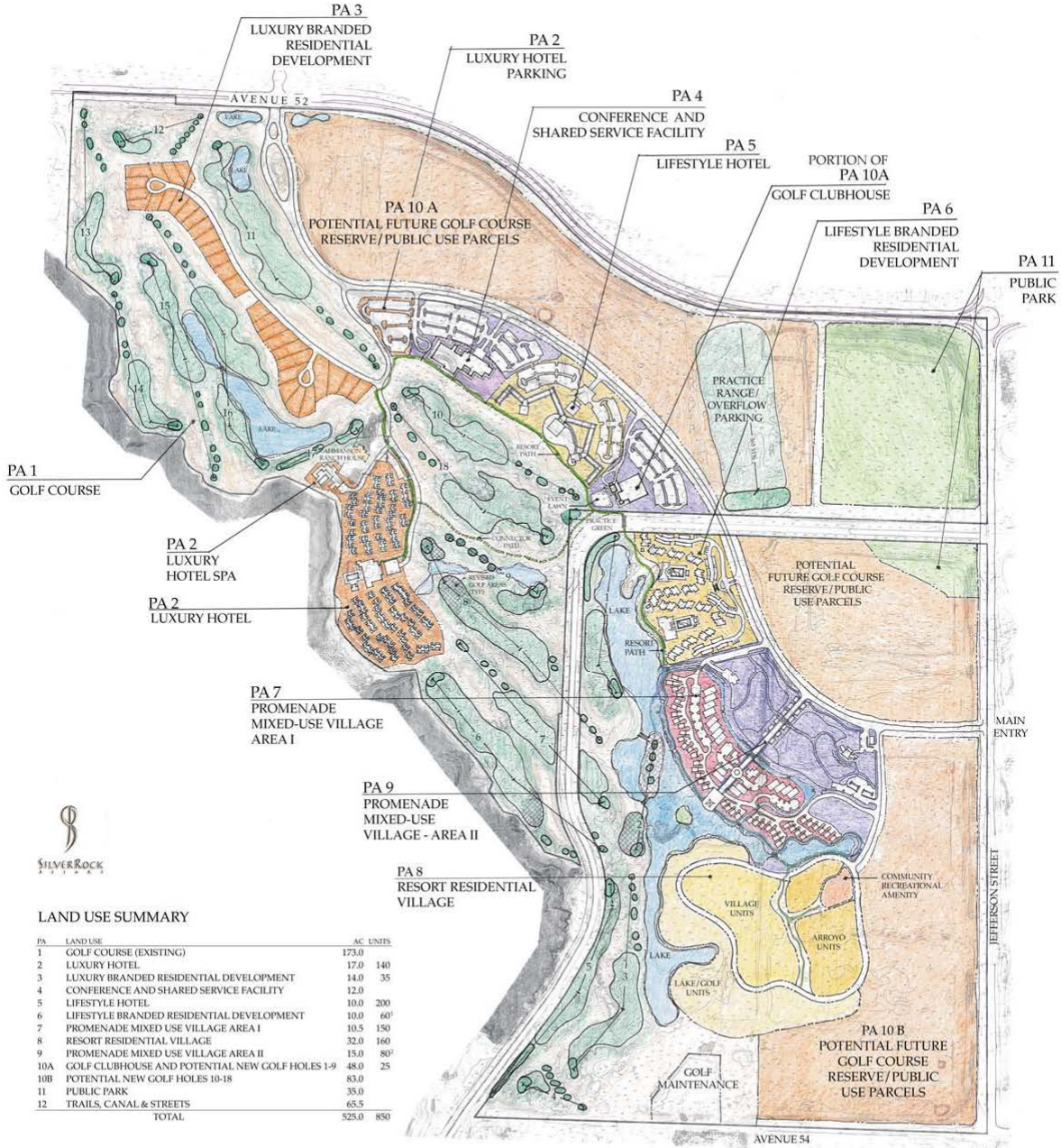
[The Property Legal Description will be inserted by the Parties upon the recordation of the Parcel Map]

EXHIBIT "A"



# EXHIBIT "B"

## SITE MAP



### LAND USE SUMMARY

PA	LAND USE	AC	UNITS
1	GOLF COURSE (EXISTING)	173.0	
2	LUXURY HOTEL	17.0	140
3	LUXURY BRANDED RESIDENTIAL DEVELOPMENT	14.0	35
4	CONFERENCE AND SHARED SERVICE FACILITY	12.0	
5	LIFESTYLE HOTEL	10.0	200
6	LIFESTYLE BRANDED RESIDENTIAL DEVELOPMENT	10.0	60 <sup>1</sup>
7	PROMENADE MIXED USE VILLAGE AREA I	10.5	150
8	RESORT RESIDENTIAL VILLAGE	32.0	160
9	PROMENADE MIXED USE VILLAGE AREA II	15.0	80 <sup>2</sup>
10A	GOLF CLUBHOUSE AND POTENTIAL NEW GOLF HOLES 1-9	48.0	25
10B	POTENTIAL NEW GOLF HOLES 10-18	83.0	
11	PUBLIC PARK	35.0	
12	TRAILS, CANAL & STREETS	65.5	
TOTAL		525.0	850

### MASTER PLAN

## SILVERROCK RESORT

LA QUINTA, CALIFORNIA



<sup>1</sup> Each unit will feature a lock-off unit, resulting in an effective total unit equivalent of 120 units.

<sup>2</sup> The park site layout and uses depicted in Planning Area 9 are conceptual and for illustrative purposes only and subject to change. Ultimate land uses may include a combination of public and private recreational amenities, approximately 80 units of hospitality and residential, and commercial retail space, consistent with the city-approved Specific Plan.





## EXHIBIT "C"

### CITY OF LA QUINTA MITIGATION MONITORING PROGRAM

PROJECT NAME: The Ranch/SilverRock Resort

SCH No.: 1999081020

APPROVAL DATE: May 15<sup>th</sup>, 2002/July 18<sup>th</sup>, 2006

The Mitigation Monitoring Program (MMP) has been prepared in conformance with Section 21081.6 of the California Environmental Quality Act. It is the intent of this program to (1) verify satisfaction of the required mitigation measures; (2) provide a methodology to document implementation of the required mitigation; (3) provide a record of the Monitoring Program; (4) identify monitoring responsibility; (5) establish administrative procedures for the clearance of mitigation measures; (6) establish the frequency and duration of monitoring; and (7) utilize existing review processes wherever feasible.

*The following environmental mitigation measures were incorporated in to the approval for this project in order to mitigate potentially significant environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of La Quinta's monitoring requirements with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).*

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
<b>Geology</b>	The soils at the site have the potential for hydroconsolidation with the addition of water	Prior to the design and construction of any structural improvements, a comprehensive design level geotechnical evaluations shall be prepared that includes subsurface exploration and laboratory testing. Recommendations for grading/earthwork, surface and subsurface drainage, foundations, pavement structural sections, and other pertinent geotechnical design considerations shall be formulated and implemented based on the findings of this evaluation.	Receipt of site specific geotechnical/engineering plans for the Project	City of La Quinta	Prior to the issuance of any grading permits			
	The Project Site would be subject to ground shaking during a seismic event.	All buildings planned as a result of the Proposed Project shall be constructed in conformance with the Uniform Building Code, as adopted by the City of La Quinta.	Review of construction plans	City of La Quinta	Prior to the issuance of any building permits			
<b>Water</b>	The project would use potable water for dust suppression instead of reclaimed water	During construction activities, water trucks are to acquire water from non-potable water sources, such as reclaimed water and/or canal water.	Field inspection	City of La Quinta	Ongoing during construction			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
	Cumulative use of potable water for irrigation would incrementally contribute to the demand on water supplies	At such time that non-potable water sources become available to the project site, the project shall connect to this resource and utilize the non-potable water for irrigation purposes.	Review of landscape and project plans to identify the ability to connect to non-potable water sources in the future	City of La Quinta and Coachella Valley Water District	Prior to the issuance of building permits.			
		Drought tolerant landscaping shall be utilized as a means of reducing water consumption.	Review of landscape and project plans	City of La Quinta	Prior to the issuance of building permits			
	The project will result in changes to absorption rates, drainage patterns, or the rate and amount of surface runoff	A hydrology master plan shall be prepared for the Project Specific Plan. Further, a hydrology study shall be prepared to support the hydrology master plan. This study shall demonstrate that the project would construct storm drainage and hydrologic improvements, such as on-site stormwater retention basins, that conform to the City's master hydrology and storm drain improvement program as well as implement regional and local requirements, policies and programs.	Receipt of site hydrology master plan and study for the Project	City of La Quinta	Prior to the issuance of grading permits			
		Prior to the initiation of any construction activity on the project site, a Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP), and Monitoring Plan will be filed with the RWQCB under the general NPDES construction permit. The SWPPP shall include Best Management Practices (BMPs) in compliance with the NPDES program requirements.	Provide NOI and verification that it was sent to RWQCB	Regional Water Quality Control Board	Prior to the issuance of any grading permits			
		Any existing groundwater wells located on the site that are no longer in use shall be abandoned in accordance with Federal, State, and local laws and regulations prior to the issuance of building permits.	Review of construction plans	City of La Quinta	Prior to the issuance of any grading permits			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		Design of new roads, golf courses, man-made ponds, common landscape areas, storm water basins, and other facilities shall incorporate proper engineering controls to channel storm and irrigation runoff into detention/retention facilities that are sized to accommodate design year storms and that incorporate filtration systems or other devices to reduce the potential for herbicides, pesticides, fertilizers, and other contaminants to percolate to groundwater or surface water runoff.	Review of site, storm drainage and landscape plans	City of La Quinta	Prior to the issuance of grading permits			
	Water from golf course operation would contain pollutants that impact groundwater quality	Prior to operation of the golf course, the golf course operator shall prepare a Golf Course Management Plan that includes an irrigation plan, water usage plan, and chemical management plan in order to reduce, to the extent feasible, golf course irrigation runoff and percolation into the groundwater basin.	Receipt of Golf Course Management Plan	City of La Quinta	Prior to the issuance of operation permit			
<b>Air Quality</b>	Construction activity generates vehicular air quality pollutants	Construction equipment shall be phased and operated in a manner to ensure the lowest construction-related pollutant emission levels practical, and shall require the use of water trucks, temporary irrigation systems and other measures which will limit fugitive dust emissions during site disturbance and construction.	Review of construction management plan	City of La Quinta	Prior to issuance of grading permit			
		The following measures shall be implemented to reduce construction related traffic congestion: <ul style="list-style-type: none"> <li>• Configure construction parking to minimize traffic disturbance</li> <li>• Minimize obstruction of through-traffic lanes</li> <li>• Provide flag person to ensure safety at construction sites, as necessary</li> <li>• Schedule operations affecting roadways for off-peak traffic hours</li> <li>• Provide rideshare incentives to construction personnel</li> </ul>	Review of construction management plan	City of La Quinta	Prior to the issuance of grading permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
	Emissions of PM <sub>10</sub> would exceed the thresholds of significance during construction	<p>A PM10 Management Plan for construction operations shall be submitted prior to the issuance of grading permits. The plan shall include dust management controls such as:</p> <ul style="list-style-type: none"> <li>• Water site and equipment morning and evening</li> <li>• Spread soil binders on site, unpaved roads, and parking areas</li> <li>• Re-establish ground cover on construction site through seeding and watering</li> <li>• Pave construction roads, where appropriate</li> <li>• Operate street-sweepers on paved roads adjacent to site</li> </ul>	Review of dust control plan	City of La Quinta	Prior to issuance of grading permit			
		Air quality control measures identified in the Coachella Valley PM10 State Implementation Plan shall be implemented.	Review of dust control plan	City of La Quinta	Prior to issuance of grading permit			
		To reduce VOC emissions associated with architectural coatings, water-based or low-VOC coatings shall be used and applied with spray equipment with high transfer efficiency and/or the need for paints and solvents should be reduced by using pre-coated building materials or naturally colored building materials.	Review of construction management plan	City of La Quinta	Prior to issuance of building permit			



Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
	Operation of the proposed project would result in increased air pollutant emissions.	<p>Timeshare and golf facility construction shall utilize solar or low emission water heaters to reduce natural gas consumption and emissions.</p> <p>Timeshare and golf facility construction shall utilize built-in energy-efficient appliances to reduce energy consumption and emissions.</p> <p>Shade trees shall be provided in close proximity to Timeshare, hotel and golf facility structures to reduce building heating/cooling needs.</p> <p>Timeshare and golf facility construction shall utilize energy-efficient and automated controls for air conditioners to reduce energy consumption and emissions.</p> <p>Timeshare and golf facility construction shall be constructed using special sunlight-filtering window coatings or double-paned windows to reduce thermal gain or loss.</p> <p>Timeshare and golf facility construction shall utilize automatic lighting on/off controls and energy-efficient lighting (including parking areas) to reduce electricity consumption and associated emissions.</p> <p>Timeshare and golf facility construction shall use light-colored roofing materials in residential construction as opposed to dark roofing materials.</p>	Review of construction and site plans	City of La Quinta	Prior to issuance of occupancy permit			
		Bus stops shall be positioned at locations on and adjacent to the site to be determined in coordination with the bus transit service provider that will serve the project area. Bus stops should be generally located 1/4 mile walking distance from Timeshare units.	Review of construction and site plans	City of La Quinta	Prior to issuance of grading permit			
		The golf course shall design on-site circulation plans for clubhouse parking to reduce vehicle queuing.	Review of construction and site plans	City of La Quinta	Prior to issuance of grading permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
<b>Transportation and Circulation</b>	Increases in local roadway volumes would incrementally decrease intersection LOS	A traffic signal shall be installed at the Project entrance and Avenue 52, the Project entrance and Jefferson Street and at the intersection of Avenue 54 and Jefferson Street when and if they are warranted. The developer of the site shall be responsible for payment of a fair share of the cost of installing these signals.	Warrant study	City of La Quinta	Ongoing			
<b>Biological Resources</b>	During construction and landscaping activities, impacts to common wildlife would occur	Efforts shall be made to ensure that all pesticides, fungicides, herbicides and fertilizers used during the construction and operation of the Project Site will not be harmful to wildlife.	Review of Construction and Landscaping plan	City of La Quinta	Prior to the issuance of grading permits			
	During construction and operation, there is a potential impact to Peninsular bighorn sheep and other wildlife	A construction plan shall be prepared and demonstrate, to the extent practicable, construction activities that emit excessive noise will be avoided adjacent to the hillside. In addition, during grading and construction activities any blasting or pile-driving near the hillside will not occur during the period from Jan. 1 through June 30th.	Review of Construction plan	City of La Quinta	Prior to the issuance of grading permits			
	Potential impact to Peninsular bighorn sheep from increased human presence on Project Site	The landscape plan shall include only plants that are non-toxic to wildlife. All exotic plants such as tamarisk and fountain grass are prohibited. Existing trees may remain.	Review of project landscape plan	City of La Quinta	Prior to issuance of building permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		A mountain toe-of-slope buffer/mitigation concept plan has been prepared to protect peninsular big horn sheep, and other wildlife, from entering the non-mountainous portion of the site proposed for development. This concept plan illustrates a continuous buffer to the toe-of-slope in areas where development could occur adjacent to the mountain edge. The concept plan delineates the location, acreage and native plant species envisioned for the mitigation area. This plan shall be incorporated into the project design and shall be subject to review by the City prior to the issuance of grading permits. A copy of this mountain toe-of-slope buffer/mitigation concept plan is available for review at the City of La Quinta Community Development Department.	Review of construction, landscape and site plan (Agency shall, to the extent practical, widen the narrowest points of the buffer areas to minimize the impacts on the hillside)	City of La Quinta	Prior to issuance of grading permit			
		If Bighorn Sheep enter onto the Project Site, an 8-foot fence (or the functional equivalent) between the development and the hillside shall be constructed. The gaps should be 11 centimeters (4.3 inches) or less. If determined necessary, the City shall construct temporary fencing while permanent fencing is constructed. The fence shall not contain gaps in which Bighorn Sheep can be entangled. If the Agency transfer or disposes of any of the property adjacent to the hillside, the Agency shall reserve an easement sufficient for the construction of fencing if needed in the future.	The Agency shall guarantee to pay the design and construction costs for the fencing, and that if the property is transferred, it shall require that the subsequent owner bond or posts sufficient security for the completion of the fence should it arise in the future.	City of La Quinta	Ongoing			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		Dogs shall not be permitted to be loose within the project area, and shall be kept away from the hillside areas through appropriate signage and fencing, where applicable.	Review of landscape and signage plan	City of La Quinta	Ongoing			
		Access into the hillside area from the site will be discouraged through the use of signs or barricades, if necessary, unless the access is provided as part of a trail system that is approved by the USFWS and CDFG.	Review of site and signage plan	City of La Quinta, CDFG, USFWS	Prior to issuance of occupancy permit			
	There is a potential impact from nighttime light on wildlife	The final design of the project shall insure that road and driveways are designed to minimize headlight shine from vehicles onto the hillside.	Review of site and construction plan	City of La Quinta	Prior to the issuance of grading permit			
	There is a potential impact from glare and exterior lighting on wildlife	In all areas adjacent to the hillsides, non-glare glass shall be used in new construction. Exterior building lights shall not shine on the hillside. Exterior lighting shall be kept at the safest possible minimum intensity and aimed away from the hillside.	Review of site and construction plan	City of La Quinta	Prior to the issuance of building permit			
		All swimming pools located on the Project Site shall be fenced pursuant to City regulations.	Review of construction plan	City of La Quinta	Prior to the issuance of grading permit			
	Potential impact to mesquite hummock habitat	Prior to any construction or site preparation activities that would impact the 3.4 acres of mesquite hummock, the agency or project developer shall enter into a Memorandum Of Understanding (MOU) with CDFG and an appropriate non-profit organization whose purpose is to acquire and manage land for the purpose of protecting special status plants and wildlife. This MOU shall provide the organization chosen the financial resources necessary to purchase and manage 3.4 acres of mesquite hummock in the Willow Hole area or in another area where the habitat is contiguous and large preserves already protect much of this habitat type. The exact location and cost shall be determined through consultation with CDFG and the selected organization.	Verification of receipt of financial security instrument and copy of the MOU	City of La Quinta, CDFG	Prior to the issuance of grading permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
	Potential impact to areas under the jurisdiction of the ACOE and the CDFG	Prior to the commencement of on-site grading, a 404 permit shall be obtained, if legally required, for alteration of areas under the ACOE jurisdiction. In addition, if development activities are to take place within streambeds or drainages under the jurisdiction of the CDFG, a streambed alteration agreement shall first be obtained, if legally required.	Receipt of required permits	City of La Quinta, CDFG, ACOE	Prior to the issuance of grading permit			
<b>Hazards</b>	Exposure to asbestos is a significant impact	Prior to the demolition or renovation of the on-site single family residence, asbestos containing materials (ACM) shall be removed in accordance with current regulatory guidelines.	Proof that a qualified demolition team has been retained	City of La Quinta	Prior to the issuance of demolition permit			
<b>Noise</b>	Construction noise would impact local residents and sensitive receptors	Between May 1 and September 30, all construction activities on the project site shall only occur between the hours of 6:00 AM and 7:00 PM Monday through Friday, and from 8:00 AM to 5:00 PM on Saturday, and shall be prohibited on Sundays and public holidays. Between October 1 and April 30, all construction activity on the project site shall only occur between the hours of 7:00 AM and 5:30 PM Monday through Friday, and from 8:00 AM to 5:00 PM on Saturday, and shall be prohibited on Sundays and public holidays. All operational activities of the Project shall also be subject to the Noise Ordinance of the City as well.	Review of construction plans	City of La Quinta	Prior to the issuance of grading permit			
		All construction equipment operating in the planning area shall be fitted with well-maintained functional mufflers to limit noise emissions.	Review of construction plans	City of La Quinta	Prior to the issuance of grading permit, ongoing throughout construction			
		To the greatest extent feasible, earth moving and hauling routes shall be located away from existing residences.	Review of construction plans	City of La Quinta	Prior to the issuance of grading permit			
		The design, selection and placement of the mechanical equipment for various buildings shall include consideration of the potential noise impact they may have on uses within the development site.	Review of construction plans	City of La Quinta	Prior to the issuance of building permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		Silencers and/or barriers shall be provided where necessary at outdoor equipment, such as cooling towers, air cooled condensers and refrigeration compressors/condenser units, and at the air intake and discharge openings for building ventilation systems.	Review of construction plans	City of La Quinta	Prior to the issuance of building permit			
<b>Public Services</b>	The proposed project would incrementally increase demand for service on the Riverside County Fire Department	The Riverside County Fire Department, in its review of new development proposals, shall evaluate project plans and the Department's ability to provide proper fire protection. This review shall include, but shall not be limited to, internal circulation, project directories, street names, and numbering systems. New developments shall comply with all City and Fire Department standards.	Review of site and landscape plan	Riverside County Fire Department and City of La Quinta	Prior to the issuance of grading permit			
	The proposed project would incrementally increase demand for service on the Riverside County Sheriff Department	The Riverside County Sheriff's Department shall review new development proposals in order to evaluate project plans and the Department's ability to provide adequate police protection. This review should include, but not be limited to internal circulation, project directories, street names, and numbering systems. New developments shall comply with all established City and Sheriff standards.	Review of site and landscape plan	Riverside County Sheriff Department and City of La Quinta	Prior to the issuance of grading permit			
<b>Utilities and Service Systems</b>	The project would result in an incremental increase in electrical demand	The most efficient furnaces, water heaters, pool heaters and other equipment that use natural gas shall be used in project construction. The use of kitchen appliances that use natural gas and alternative, renewable energy sources, including solar and wind turbine technologies shall also be used to the greatest extent feasible.	Review of construction plan	City of La Quinta	Prior to the issuance of building permits			
		Title 24 of the California Administrative Code, which addresses energy conservation in all proposed uses shall be strictly enforced in project design and construction.	Review of construction plan	City of La Quinta	Prior to the issuance of building permits			
	The use of septic systems in the City could result in potential impacts	All planned uses shall be connected to the city-wide sewer system.	Review of construction plan	Coachella Valley Water District	Prior to issuance of grading permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		Any existing or historic septic systems located on the site shall be abandoned in accordance with Federal, State, and local laws and regulations prior to the issuance of building permits.	Review of construction plan	Coachella Valley Water District and City of La Quinta	Prior to issuance of grading permit			
	The incremental increase in solid waste generation could result in potential impacts	A recycling program shall be developed for all proposed uses. Recycling provisions for commercial and business establishments should include separate recycling bins. Items to be recycled at commercial establishments may include white paper, computer legal paper, cardboard, glass and aluminum cans.	Receipt of recycling program	City of La Quinta	Prior to the issuance of occupancy permit			
		Professional landscaping services from companies which compost green waste shall be utilized.	Verification that a qualified landscaping service has been retained	City of La Quinta	Prior to the issuance of occupancy permit			
	The incremental demand from the project on utility systems could result in potential impacts	The Projects fair share of public utilities, infrastructure and improvements required to properly service the proposed uses shall be determined through consultation with the City Department of Public Works and paid prior to the issuance of grading permits.	Verification of receipt of financial security instrument.	City of La Quinta	Prior to the issuance of grading permit			
<b>Aesthetics</b>	The project area is adjacent to a scenic area. Development would alter the aesthetic nature of the area	Landscape designs and materials that complement the native desert environment shall be utilized in project design and construction.	Review of landscape and design plans	City of La Quinta	Prior to the issuance of grading permit			
		Overhead utility lines shall be undergrounded to the greatest extent possible through the establishment of an undergrounding program and guidelines subject to the review of the City Engineer and Public Works Department.	Review of design and site plans	City of La Quinta Public Works and City Engineer	Prior to the issuance of grading permit			
		Signage shall be limited to the locations, sizes, and maintenance requirements necessary to provide functional identification.	Review of design plan	City of La Quinta	Prior to the issuance of grading permit			

Env. Issue Area	Potential Env. Impact	Mitigation Measure	Method of Review Verification	Responsible Agency	Monitoring Milestone	Verification of Compliance		
						Initial	Date	Remarks
		Safe, convenient vehicular and pedestrian circulation, screened outdoor storage/loading and other unsightly areas, protected and enhanced outdoor seating areas, appropriate lighting levels, limited signage, and landscaping designs that preserve and enhance visual resources shall be included in the design of any commercial area on the Project Site.	Review of landscape and design plans	City of La Quinta	Prior to the issuance of building permit			
		Development proposed along designated scenic highways, roadways and corridors shall be reviewed for compatibility with the natural and built environments to assure maximum viewshed protection and pedestrian and vehicular activity.	Review of landscape and design plans	City of La Quinta	Prior to the issuance of grading permit			
		All grading and development proposed within scenic viewsheds, shall be regulated to minimize adverse impacts to these viewsheds. All grading, development and landscaping plans shall be submitted to the City for review and approval prior to the issuance of grading permits.	Review of landscape and design plans	City of La Quinta	Prior to the issuance of grading permit			
	The project would introduce new sources of light and glare that would alter the existing nighttime environment	Outdoor lighting shall be limited to the minimum height, number of fixtures, and intensity needed to provide sufficient security and identification in each development, making every reasonable effort to protect the community's night skies.	Review of design and site plans	City of La Quinta, Riverside County Sheriff Department	Prior to the issuance of building permit			
<b>Cultural Resources</b>	There is potential for discovery of unidentified subsurface cultural resources during future ground altering activities	During any ground altering activities associated with project grading or construction, including demolition of existing modern structures and facilities, the project area shall be monitored by a qualified archaeological monitor. The monitor shall have the authority to halt any activities impacting potentially significant cultural resources until the resources can be evaluated for significance and cleared or mitigated. The monitoring program shall also include consultation with the local Native American representatives (e.g., Torres-Martinez and/or Morongo Reservations).	Verification that a qualified historical consultant has been retained	City of La Quinta	Prior to issuance of grading permit			



EXHIBIT "D"

REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Manager

Exempt From Recording Fee Pursuant to Government Code § 27383

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("Assignment") is entered into this \_\_\_\_ day of \_\_\_\_ by and between SILVERROCK DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("Assignor") and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee") with reference to the following:

**RECITALS**

A. Assignor is the owner in fee simple of certain real property located at the southwest intersection of Jefferson Street and Avenue 52 in the City of La Quinta, California (the "Site"). The Site is more particularly described on Exhibit "A", which is attached hereto and incorporated herein by this reference.

B. Assignor acquired the Site and certain other adjacent real property (collectively with the Site, the "Development Property") from the City of La Quinta, a California municipal corporation and charter city ("City") pursuant to the terms of that certain Purchase, Sale, and Development Agreement dated on or about \_\_\_\_\_, 2014 (the "PSDA"). A Memorandum of Purchase, Sale, and Development Agreement was recorded in the Official Records of the County of Riverside on \_\_\_\_\_, as Instrument No. \_\_\_\_\_, to provide notice of the PSDA.

C. On or about the same date as the City and Assignor executed the PSDA, the City and Assignor entered into that certain Development Agreement, which was recorded against the Development Property in the Official Records of the County of Riverside on \_\_\_\_\_ 2014, as Instrument No. \_\_\_\_\_ (the "Development Agreement").

D. Pursuant to the terms of the PSDA and the Development Agreement, the Property was to be used for a \_\_\_\_\_ (the ["Project" or "Project Component"]).

E. Pursuant to the terms of the PSDA and the Development Agreement, the City and Assignor entered into that certain [insert other applicable documents encumbering the Property, such as Option Agreement, Agreement to Share Transient Occupancy Tax Revenue, and/or Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property].

F. The PSDA, Development Agreement, \_\_\_\_\_, and \_\_\_\_\_ are collectively referred to hereinafter as the (“Project Agreements”).

G. Assignor now desires to transfer the Site to Assignee, and concurrently therewith, to transfer to Assignee all of Assignor’s rights and responsibilities under the Project Agreements to the extent that such rights and responsibilities relate to the Site.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor’s rights and responsibilities under the terms of the Project Agreements, [but only to the extent that such rights and responsibilities arise from the ownership of the Project Component and/or Site] from and after the “Effective Date” (as that term is defined in Section 4 below) of this Assignment (collectively, the “Assigned Rights and Obligations”).
2. Assignee hereby accepts the foregoing assignment of the Assigned Rights and Obligations, and agrees to be bound by the terms of the Project Agreements [to the extent that such terms affect or are affected by ownership of the Site].
3. The parties hereto acknowledge and agree that Assignee shall not be responsible for any of the obligations of the Project Agreements which arise from ownership of any portion of the Site and which arise prior to the Effective Date hereof, [or which arise from any portion of the Development Property other than the Site after the Effective Date hereof]. As such, a default by Assignor under any of the Project Agreements prior to the Effective Date hereof, [or with respect to any portion of the Development Property other than the Site] after the Effective Date hereof (“Assignor’s Default”) shall not be deemed a default by Assignee, and Assignor shall indemnify, defend and hold harmless Assignee from any and all losses, claims or liability, including without limitation reasonable attorneys’ fees and costs, arising from an Assignor’s Default. A default by Assignee under any of the Project Agreements with respect to the Site after the Effective Date hereof (“Assignee’s Default”) shall not be deemed a default by Assignor, and Assignee shall indemnify, defend and hold harmless Assignor from any and all losses, claims or liability, including without limitation reasonable attorneys’ fees and costs, arising from an Assignee’s Default.
4. This Assignment shall be deemed effective upon the last of the following events to occur: (a) conveyance of the Site to Assignee as evidenced by the recording of

the grant deed therefor in the Official Records of the County of Riverside, California, and (b) the written consent to this Assignment by the City with respect to the Assigned Obligations arising under the Project Agreement (herein referred to as the “Effective Date”).

5. Except as otherwise described in paragraph 4 above, the parties hereto each warrant and represent that they have taken all necessary corporate action to authorize the execution and performance of this Assignment and that the individuals executing this document on behalf of the parties are authorized to do so, and by doing so, create binding obligations as described herein of the party represented.
6. This Assignment shall be governed by the internal laws of the State of California, without regard to conflict of law principles.

[End – Signature page follows]

WHEREFOR, the parties hereto have executed this Assignment on the date first written above.

“Assignor”  
SILVERROCK DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

By: \_\_\_\_\_  
It: \_\_\_\_\_

“Assignee”

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONSENT**

By execution below, the City hereby consent to the foregoing assignment.

CITY OF LA QUINTA, a California  
municipal corporation and charter city

By: \_\_\_\_\_  
Its: City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SITE

[To be inserted when map has been recorded identifying Site]

RESOLUTION NO. 2014-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING THE PURCHASE, SALE, AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF LA QUINTA AND SILVERROCK DEVELOPMENT COMPANY, LLC, RELATING TO THE DISPOSITION AND USE OF CERTAIN REAL PROPERTY FOR THE SILVERROCK RESORT, AND AUTHORIZING IMPLEMENTATION ACTIONS RELATED THERETO**

**WHEREAS**, the City of La Quinta (“City”) and SilverRock Development Company, LLC, a Delaware limited liability company (“Developer”), have negotiated that certain Purchase, Sale, and Development Agreement with attachments thereto (the “Agreement” or “PSDA”); and

**WHEREAS**, the City owns fee title to that certain real property located at the southwest intersection of Jefferson Street and Avenue 52 in the City of La Quinta, California 92253, as more particularly depicted in the PSDA (the “Property”); and

**WHEREAS**, among other terms and conditions, the PSDA sets forth the terms and conditions, rights and obligations, for the purchase and sale of the Property, and subsequent development and use thereof; and

**WHEREAS**, City and Developer desire, through the PSDA, for Developer to purchase the Property from City and to thereafter construct, complete, and operate thereon a commercial project containing a luxury resort hotel and spa and associated branded luxury residential units, a lifestyle hotel and associated lifestyle branded residential units, a conference and shared service facility, a permanent clubhouse for the SilverRock Resort’s Arnold Palmer Classic Course, a mixed use village, a resort residential village, and associated amenities, all as further described in the PSDA; and

**WHEREAS**, the proposed disposition and use of the Property has been approved by the California Department of Finance to the extent that the redevelopment dissolution law (Part 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code) applies, in that: (i) The proposed property disposition is consistent with the City of La Quinta Successor Agency’s Long Range Property Management Plan (“LRPMP”), which was approved by the California Department of Finance, (ii) The proposed property disposition is consistent with the 2011 transfer of 86 acres of land designated for private development, also as approved by the California Department of Finance, and (iii) All

of the Property is vested in the name of the City to further the proposed future development; and

**WHEREAS**, pursuant to the requirements of Part 4 (commencing with Section 52200) of Division 1 of Title 5, and Section 53083 of the Government Code, the City prepared and made available to the public the Summary Report representing the economic opportunity and development subsidy report associated with the PSDA, which Summary Report is a public document and available for review on the City's Internet Web site and at City Hall during business hours ("Summary Report"); and

**WHEREAS**, as more fully documented in the Summary Report and LRPMP, the Property evaluated two valuations for the Property: Estimated Current Value and Encumbered Value. The Estimated Current Value of the approximately 59 acres is \$295,000, as determined by appraisal which assumes that there are no covenants or conditions limiting development of the 59 acres. In contrast, the Encumbered Value of the property is \$0, due in part to the restrictions on property development as a result of the funding source, tax exempt bond proceeds, originally utilized to purchase the 59 acres in 2002, as more fully described in the Summary Report, which is incorporated herein by this reference to this Resolution; and

**WHEREAS**, the City Council of the City of La Quinta, California ("City Council"), did hold on the 4<sup>th</sup> day of November, 2014, a duly noticed public hearing to consider the PSDA; and

**WHEREAS**, at said City Council Public Hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons wanting to be heard, said City Council did make the following findings to justify approving the PSDA:

1. The PSDA is consistent with the La Quinta General Plan, Municipal Code and the SilverRock Resort Specific Plan. The development proposal as represented in the PSDA will not be developed in any manner inconsistent with the General Plan land use designations of Tourist Commercial and Recreational Open Space.
2. The PSDA is compatible with the uses and regulations as stipulated for the Tourist Commercial and Golf Course zoning districts.
3. The PSDA furthers the intent of the Legislature in fulfilling economic opportunity, as set forth in Part 4 (commencing with Section 52200) of Division 1 of Title 5 of the Government Code because the development proposal will promote economic development on a local level to increase jobs, create economic opportunity, and generate tax revenue for all levels of government.



4. The consideration that the City will receive for the Property is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the disposition pursuant to the PSDA. As more fully explained in the Summary Report, the Encumbered Value of the Property is \$0, due in part to the restrictions on property development as a result of the funding source, tax exempt bond proceeds, originally utilized to purchase the 59 acres in 2002; and

**WHEREAS**, City's disposition of the Property to Developer, and Developer's subsequent construction, completion and operation thereon, pursuant to the terms of the PSDA, are in the vital and best interest of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of La Quinta, as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and incorporated here by this reference, and shall constitute findings of the City Council.

**SECTION 2. APPROVAL.** The City Council hereby approves and adopts the PSDA attached as Exhibit "A" substantially in the form presented to the City Council concurrent with the approval and adoption of this Resolution, authorizes and directs the City Manager to sign the PSDA on behalf of the City, authorizes and directs the City Manager to make any modifications to the PSDA, before or after its execution, that do not substantively amend the PSDA and still effectuate the intent of the City and Developer as presented to and approved by the City Council concurrent with the approval and adoption of this Resolution, and directs the City Clerk to retain the executed PSDA as a public record available for public inspection pursuant to law.

**SECTION 3. ENVIRONMENTAL.** An Addendum to a previously adopted Mitigated Negative Declaration (EA 2002-453), and subsequent Addendum (EA 2006-568) was prepared pursuant to the California Environmental Quality Act, was confirmed and adopted by the City Council, on November 4, 2014. Said determination, extends to include PSDA, based on its incorporation as part of the overall project, as defined under CEQA.

**SECTION 4. REPORTS.** The City Manager is authorized and directed to prepare and submit for City Council and public review any reports required by law for the implementation of the PSDA.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of La Quinta held this 4<sup>th</sup> day of November, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

DON ADOLPH, Mayor  
City of La Quinta

**ATTEST:**

---

SUSAN MAYSELS, City Clerk  
City of La Quinta

(CITY SEAL)

**APPROVED AS TO FORM:**

---

WILLIAM H. IHRKE, City Attorney  
City of La Quinta

# **PURCHASE, SALE, AND DEVELOPMENT AGREEMENT**

By and Between the

**CITY OF LA QUINTA,**  
a California municipal corporation and charter city,

and

**SILVERROCK DEVELOPMENT COMPANY, LLC,**  
a Delaware limited liability company

## PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

This **PURCHASE, SALE, AND DEVELOPMENT AGREEMENT** (this “Agreement”) is entered into as of \_\_\_\_\_, 2014 (“Effective Date”), by and between the **CITY OF LA QUINTA**, a California municipal corporation and charter city (the “City”), and **SILVERROCK DEVELOPMENT COMPANY, LLC**, a Delaware limited liability company (the “Developer”). City and Developer are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

The following recitals are a substantive part of this Agreement:

A. City is a California municipal corporation and charter city organized and existing under the Constitution of the State of California.

B. Developer is a Delaware limited liability company, the members of which specialize in the development and management of luxury hotel and luxury residential developments.

C. City owns fee title to that certain real property located at the southwest intersection of Jefferson Street and Avenue 52 in the City of La Quinta, California 92253 (the “Property”).

D. City and Developer desire by this Agreement for Developer to purchase the Property from City and to thereafter construct, complete, and operate thereon a commercial project containing a luxury resort hotel and spa and associated branded luxury residential units, a lifestyle hotel and associated lifestyle branded residential units, a conference and shared service facility, a permanent clubhouse for the SilverRock Resort’s Arnold Palmer Classic Course, a mixed use village, a resort residential village, and associated amenities, all as further described herein.

E. City’s disposition of the Property to Developer, and Developer’s subsequent construction, completion and operation of the “Project” (as that term is defined in Section 100 below) thereon, pursuant to the terms of this Agreement, are in the vital and best interest of the City of La Quinta and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Developer hereby agree as follows:

### **100. DEFINITIONS**

In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

**“Adverse Economic Event”** means either of the following: (i) as of any date following the Phase 1 Closing, that the average RevPAR for the Competitive Coachella Valley Hotels over the course of the immediately preceding twelve (12) month period has declined by ten percent (10%) or more from the levels reported by Smith Travel Research for the 2014 calendar year, or (ii) Developer’s inability, despite its use of commercially reasonable efforts for one (1) year following the Phase 1 Closing, to obtain a commitment for a construction loan for the development of the Luxury Hotel from an institutional lender on the following terms: (a) an annual interest rate of no more than seven percent (7%) (subject to such maximum rate being increased to the extent of any increase in the Prime Rate published by the Wall Street Journal between the Effective Date and the Phase 1 Closing Date, (b) a loan to “cost” ratio of no less than sixty-five percent (65%), and (c) such loan being non-recourse to Developer and its principals save and except for a limited guarantee to pay for up to ten percent (10%) of the cost of construction in addition to Developer providing the lender with a completion bond for one hundred percent (100%) of the budgeted costs of construction. As used in subdivision (b) above, the term “cost” shall have the same meaning as the term “Aggregate Preopening Expenses”, as defined in the TOT Covenant Agreement.

**“Agreement”** means this Purchase, Sale, and Development Agreement between City and Developer.

**“Ahmanson Ranch House Component”** means the Project Component that consists of Developer’s rehabilitation of the existing Ahmanson Ranch House, as further described in Section 319 hereof, and in the Scope of Development and Specific Plan.

**“Assignment and Assumption Agreement”** is defined in Section 603.3 hereof.

**“Available Rooms”** means, with respect to any consecutive twelve (12) month period, the total number of hotel guest rooms in such period, less those hotel guest rooms removed from saleable inventory for any period of time during such period.

**“Average Room Rate”** means, with respect to any consecutive twelve (12) month period, the total revenue generated from hotel guest room rentals, divided by the number of paid hotel rooms occupied during such period.

**“Best Knowledge”** or **“Actual Knowledge”** means, for purposes of a representation or warranty given hereunder, that such Party has conducted a reasonable review of its files and has made reasonable inquiry of its employees and agents responsible for the acquisition, development and disposition of the Property.

**“Bulk Sale”** is defined in Section 305.3(d) hereof.

**“Business Day”** means any day on which the City of La Quinta is open for business. Unless otherwise specified as “Business Days,” all days hereunder are calendar days.

**“City”** means the City of La Quinta, a California municipal corporation and charter city.

**“City Manager”** means the individual duly appointed to the position of City Manager of City, or his or her authorized designee.

**“City’s Conditions Precedent to the Closing”** means the conditions precedent to the Closing to the benefit of City, as set forth in Section 205.1 hereof.

**“Competitive Coachella Valley Hotels”** means, collectively, those certain hotels located in the Coachella Valley and currently known as Hyatt Regency Indian Wells, Marriott Desert Springs, Miramonte, Waldorf Astoria La Quinta, Viceroy Palm Springs, and Ritz Carlton Rancho Mirage.

**“Completion of Construction Date”** is defined in Section 306 hereof.

**“Condition of Property Title”** is defined in Section 203 hereof.

**“Conference and Shared Service Facility”** means the Project Component that consists of Developer’s development and subsequent operation of a conference and shared service facility containing space designed and designated for conferences and banquets, back-of-house support services, and management function space shared by the Lifestyle Hotel and Luxury Hotel, and a surface parking lot, all as further described in the Scope of Development and Specific Plan; provided, however, that if Developer elects to construct the Lifestyle Hotel subsequent to constructing the Luxury Hotel, then Developer shall have the option to submit to City, for City’s review and approval, which approval shall not be unreasonably withheld, a phasing plan for the construction of the Conference and Shared Service Facility to complement the construction of the Luxury Hotel and Lifestyle Hotel (including any approved phasing plan for the construction of the Lifestyle Hotel).

**“Contractor Bonds”** means payment and performance bonds ensuring the completion of a contractor or subcontractor’s work on the Phase 1 Master Site Infrastructure Improvements, the Phase 2 Master Site Infrastructure Improvements, or one or more Project Components.

**“CVWD”** means Coachella Valley Water District, a public agency of the State of California.

**“Default”** means the failure of a Party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

**“Developer”** means SilverRock Development Company, LLC, a Delaware limited liability company, and any permitted successors and assigns.

**“Developer CC&Rs”** is defined in Section 312 hereof.

**“Developer Representatives”** means, collectively, Developer’s managers, directors, officers, engineers, analysts, officials, employees, agents, contractors, representatives, attorneys, advisers, and consultants, including an Environmental Consultant.

**“Developer’s Conditions Precedent to the Closing”** means the conditions precedent to the Closing to the benefit of Developer, as set forth in Section 205.2.

**“Development Agreement”** means a Development Agreement entered into or to be entered into between City and Developer pursuant to Government Code section 65864 et seq.

**“Dust Control Program”** means a program compliant with the City’s dust control ordinance and with applicable South Coast Air Quality Management District requirements.

**“Effective Date”** means the date inserted into the Preamble hereof, which is the date this Agreement becomes effective.

**“Environmental Consultant”** means a consultant engaged by Developer, at Developer’s sole cost and expense, which conducts the environmental investigations of the Property pursuant to Section 207.2 hereof.

**“Environmental Review Period”** is defined in Section 206.1.

**“Escrow Agent”** is defined in Section 202 hereof.

**“Evidence of Financial Capability”** means evidence reasonably satisfactory to the City Manager that Developer has the financial resources necessary for the development of each respective Development Component, as further described in Section 311.

**“Expert”** means an independent, neutral and impartial individual from the firms of PKF Consulting or HVS Consulting, having not less than ten (10) years hospitality industry experience in the area of expertise on which the dispute is based (e.g. with respect to operational matters, experience in the management and operation of luxury, boutique, lifestyle or similar First-Class Hotels or, with respect to financial matters, experience in the financial or economic evaluation or appraisal of such luxury boutique, lifestyle or similar First-Class Hotels).

**“Fee Transfer Release Date”** is defined in Section 603.1 hereof.

**“Final Project Budget”** means the final Project development budget, which shall consist of the Preliminary Project Budget with any modifications necessary to reflect Developer’s final development cost estimates.

**“FIRPTA”** means the Foreign Investment in Real Property Transfer Act.

**“Force Majeure”** is defined in Section 602 hereof.

**“GC Permit”** is defined in Section 318 hereof.

**“Golf Course”** means SilverRock Resort’s Arnold Palmer Classic Course.

**“Golf Course Realignment”** means the Project Component that consists of Developer’s realignment of certain portions of the Golf Course, as further described in Section 316 hereof and in the Scope of Development.

**“Good Funds”** means a confirmed wire transfer of immediately available funds, cashier’s or certified check drawn on or issued by the office of a financial institution located in Riverside County, or cash.

**“Governmental Requirements”** means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State of California, the County of Riverside, the City, or any other political subdivision in which the Property, or any portion thereof, is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over Developer, and/or the Property, or any portion thereof.

**“Grant Deed”** means a grant deed, substantially in the form attached hereto and incorporated herein by this reference as Attachment No. 4, pursuant to which City shall convey title to the Phase 1 Property and the Phase 2 Property to Developer.

**“Hazardous Materials”** means any substance, material, or waste which is, or becomes, regulated by any local or regional governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste”, “extremely hazardous waste”, or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xii) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*

**“Hotel Management Agreement”** is defined in Section 304.10 hereof.

**“Hotel Management Agreement Letter of Intent”** means a letter of intent or term sheet prepared by a Hotel Operator with respect to the Luxury Hotel or Lifestyle Hotel (as applicable), as set forth in Section 205.1(m) hereof.



**“Hotel Operator”** is defined in Section 205.1(m) hereof.

**“Indemnitee”** and **“Indemnitees”** are defined in Section 206.2 hereof

**“Independent Contract Consideration”** is defined in Section 202.2 hereof.

**“Lifestyle Branded Residential Development”** means the Project Component that consists of Developer’s construction of approximately sixty (60) one and/or two-story luxury, condominium-style Resort Residential Dwelling Units, as further described in the Scope of Development and Specific Plan.

**“Lifestyle Hotel”** means the Project Component that consists of Developer’s construction and subsequent operation of a modern, two- and three-story hotel (a) containing not less than a sufficient number of hotel guest rooms that, when added to the number of hotel guest rooms at the Luxury Hotel, will result in the Project having an aggregate of at least three hundred (340) total hotel guest rooms, which rooms may be constructed pursuant to a phasing plan that has been submitted to and approved by City in City’s reasonable discretion, and (ii) providing food and beverage services, a pool, a surface parking lot, and other related amenities, all as further described in the Scope of Development and Specific Plan. Notwithstanding anything to the contrary in this Agreement, if Developer elects to construct the Lifestyle Hotel in phases, then Developer shall have the option to submit to City, for City’s review and approval, which approval shall not be unreasonably withheld, a phasing plan for the construction of the Lifestyle Hotel.

**“Lifestyle Hotel Operator”** is defined in Section 401 hereof.

**“Luxury Branded Residential Development”** means the Project Component that consists of Developer’s construction of approximately thirty-five (35) luxury single-family detached Resort Residential Dwelling Units, as further described in the Scope of Development and Specific Plan.

**“Luxury Hotel”** means the Project Component that consists of Developer’s construction and subsequent operation of an upscale, luxury, full-service single-story hotel containing not less than one hundred twenty (120) luxury hotel rooms, that offers luxury amenities, full service accommodations, a full-service sit-down restaurant, a first-class spa and fitness facility, and pools, all as further described in the Scope of Development and Specific Plan.

**“Luxury Hotel Fence”** means a fence (or the functional equivalent, as determined by City) that meets the applicable specifications and standards of the Coachella Valley Conservation Commission acting as authorized agent for the requirements and obligations of the Multiple Species Habitat Conservation Plan.

**“Luxury Hotel Operator”** is defined in Section 401 hereof.

**“Management Transfer”** is defined in Section 603.2 hereof.

**“Master Site Infrastructure Improvements”** means the Project Component consisting of Developer’s construction and installation of all of the backbone infrastructure improvements required to serve the Property, consistent with the Specific Plan and Scope of Development.

**“Master Site Infrastructure Improvements Design/Construction Development Drawings”** means those applications, plans and drawings to be submitted to City with respect to the development of each of the Phase 1 Master Site Infrastructure Improvements and the Phase 2 Master Site Infrastructure Improvements, as set forth in Section 210 hereof.

**“Master Site Infrastructure Improvements Land Use Approvals”** is defined in Section 209 hereof.

**“Master Site Infrastructure Improvements Phasing Plan”** means a plan that provides for Developer’s completion of the Master Site Infrastructure Improvements in separate phases, with specified times for commencement and completion of each phase.

**“Memorandum of PSDA”** means the Memorandum of Purchase, Sale, and Development Agreement substantially in the form attached hereto and incorporated herein as Attachment No. 10.

**“Meriwether”** means Meriwether Companies LLC, a Delaware limited liability company.

**“Municipal Code”** means the La Quinta Municipal Code.

**“Notice”** means a notice in the form prescribed by Section 601 hereof.

**“Occupancy Percentage”** means, with respect to any consecutive twelve (12) month period, the number of paid hotel rooms occupied in such period divided by the Available Rooms in such period.

**“Official Records”** means the Official Records of the County of Riverside.

**“Option Agreement”** means the Option Agreement substantially in the form attached hereto and incorporated herein as Attachment No. 7. The Option Agreement shall be recorded against the Phase 1 Property at the Phase 1 Closing, and against the Phase 2 Property at the Phase 2 Closing.

**“Outside Date for Phase 1 Closing”** means the date that is five hundred forty (540) days following the Effective Date.

**“Outside Date for Phase 2 Closing”** means the date that is the earlier of (a) three (3) years following the Phase 1 Closing Date, or (b) four (4) years following the Effective Date.

**“PA” or “Planning Area”** means a proposed planning area within the SilverRock Resort Area, each of which proposed planning areas is depicted on the Site Map.

**“Parcel Map”** means a parcel map subdividing the Property into multiple parcels, or a lot line adjustment of the existing Property, as necessary to accomplish the development of the Project. The existing parcel map for the Property shall be amended or a new parcel map recorded against the Property prior to or concurrently with the Phase 1 Closing.

**“Permanent Golf Clubhouse”** shall mean the Project Component that consists of Developer’s development of a permanent public clubhouse to serve the Golf Course, all as further described in the Scope of Development and Specific Plan.

**“Phase”** is defined in Section 201 hereof.

**“Phase 1 Closing”** means the close of the Phase 1 Escrow for the conveyance from City to Developer of the Phase 1 Property as set forth in Section 202.5 hereof.

**“Phase 1 Closing Date”** means the date the Phase 1 Escrow closes for the conveyance of the Phase 1 Property from City to Developer as set forth in Section 202.5 hereof.

**“Phase 1 Escrow”** is defined in Section 202 hereof.

**“Phase 1 Master Site Infrastructure Improvements”** means the portion of the Master Site Infrastructure Improvements to be installed and/or constructed to serve the Phase 1 Property.

**“Phase 1 Property”** means the portion of the Property consisting of approximately one hundred twenty-five (125) acres, which is comprised of the proposed Planning Areas identified on the Site Map as “PA 2,” “PA 3,” “PA 4,” “PA7,” “PA 8,” “PA 9,” and a portion of “PA 10A.”

**“Phase 2 Escrow”** is defined in Section 202 hereof.

**“Phase 2 Property”** means the portion of the Property consisting of approximately twenty (20) acres, which is comprised of the proposed Planning Areas identified on the Site Map as “PA 5” and “PA 6.”

**“Phase 2 Closing”** means the close of the Phase 2 Escrow for the conveyance from City to Developer of the Phase 2 Property as set forth in Section 202.5 hereof.

**“Phase 2 Closing Date”** means the date the Phase 2 Escrow closes for the conveyance of the Phase 2 Property from City to Developer as set forth in Section 202.5 hereof.

**“Phase 2 Master Site Infrastructure Improvements”** means the portion of the Master Site Infrastructure Improvements to be installed and/or constructed to serve the Phase 2 Property.

**“Preliminary Budget”** means that certain preliminary Project development budget prepared by Developer, which is attached hereto and incorporated herein as Attachment No. 6.

**“Preliminary Title Report”** means the preliminary title report issued by the Title Company that covers the Property, as described in Section 203 hereof.

**“Project”** means the commercial development to be constructed on the Property that consists of the Ahmanson Ranch House Component, Conference and Shared Service Facility, Lifestyle Branded Residential Development, Lifestyle Hotel, Luxury Branded Residential Development, Luxury Hotel, Permanent Golf Clubhouse, Promenade Mixed-Use Village, and Resort Residential Village, as further described in the Scope of Development and Specific Plan.

**“Project Component”** means any of the following components of the Project: Ahmanson Ranch House Component, Conference and Shared Service Facility, Golf Course Realignment, Lifestyle Branded Residential Development, Lifestyle Hotel, Luxury Branded Residential Development, Luxury Hotel, Permanent Golf Clubhouse, Promenade Mixed-Use Village, and Resort Residential Village.

**“Project Component Design/Construction Development Drawings”** means those applications, plans and drawings to be submitted to City with respect to the development of each Project Component, as set forth in Section 302 hereof.

**“Project Component Land Use Approvals”** is defined in Section 304.5 hereof.

**“Promenade Mixed-Use Village”** means the Project Component consisting of Developer’s development of up to two hundred twenty-five thousand (225,000) salable square feet of residential space containing between one hundred ten (110) and two hundred twenty-five (225) Resort Residential Dwelling Units, together with commercial space comprising between twelve thousand nine hundred (12,900) and forty thousand (40,000) square feet of mixed-use space comprised of permanent retail and seasonable stand-alone “pop-up” space, all as further described in the Scope of Development and Specific Plan.

**“Property”** means that approximately one hundred forty-five (145) acres of real property located at the southwest intersection of Jefferson Street and Avenue 52 in the City of La Quinta, California 92253. The Property is legally described in the Property Legal Description and depicted in the Site Map.

**“Property Environmental Reports”** means the collective environmental investigations of the Property conducted pursuant to Section 207.2 hereof.

**“Property Exceptions”** is defined in Section 203.

**“Property Legal Description”** means the legal description of the Property. At such time as the Parcel Map is recorded, the Parties shall insert the legal description of the Property into Attachment No. 1, which is attached hereto and incorporated herein by this reference.

**“Purchase Price”** means the price to be paid by Developer to City in consideration of City’s conveyance to Developer of fee title to the Property. The Purchase Price is referenced in Section 202.2 hereof.

**“Redevelopment Plan”** is defined in Section 203 hereof.

**“SWRCB”** means the State Water Resources Control Board.

**“Release of Construction Covenants”** means the document which evidences Developer’s satisfactory completion of a Project Component, as set forth in Section 310 hereof, substantially in the form of Attachment No. 8 hereto which is incorporated herein by this reference.

**“Resort Residential Dwelling Unit”** means a for-sale, residential dwelling unit located within the Luxury Branded Residential Development, Lifestyle Branded Residential Development, Promenade Mixed-Use Village, or Resort Residential Village.

**“Resort Residential Village”** means the Project Component that consists of Developer’s development and subsequent operation of approximately one hundred sixty (160) Resort Residential Dwelling Units, an on-site amenity center consisting of a clubhouse, and a reception and concierge desk, all as further described in the Scope of Development and Specific Plan.

**“RevPAR”** means, with respect to any consecutive twelve (12) month period, the Average Room Rate multiplied by the Occupancy Percentage for such period.

**“RGC”** means The Robert Green Company, a California corporation.

**“Schedule of Performance”** means the Schedule of Performance attached hereto and incorporated herein as Attachment No. 3, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished, as same may be amended from time to time upon written approval of City, which approval shall not be unreasonably withheld.

**“Scope of Development”** means the Scope of Development attached hereto and incorporated herein as Attachment No. 5, which describes the scope, amount and quality of development of the Project to be constructed by Developer pursuant to the terms and conditions of this Agreement.

**“SilverRock Resort Area”** means the real property included in and covered by the Specific Plan.

**“Site Map”** means the map of the Property and adjacent real property owned by City, which is attached hereto as Attachment No. 2 and incorporated herein by this reference. The Site Map depicts twelve (12) proposed Planning Areas within the SilverRock Resort Area, numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10A, 10B, 11, and 12.

**“Specific Plan”** means the SilverRock Resort Specific Plan, which was approved by the City Council of City on July 18, 2006. Developer’s development and operation of

the Project shall be in substantial conformance with the Specific Plan, as it may be amended from time to time in accordance with its provisions. In the event this Agreement is inconsistent with the Specific Plan, the terms of the Specific Plan shall prevail.

“**Title Company**” is defined in Section 203 hereof.

“**Title Policy**” is defined in Section 204 hereof.

“**TOT Covenant Agreement**” means an Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property substantially in the form attached to the TOT Sharing Agreement as Exhibit “B”. Concurrently with the execution of this Agreement, Developer and City will be required to execute a TOT Covenant Agreement for each of the Luxury Hotel and Lifestyle Hotel. At the Phase 1 Closing, Developer and City shall record against the real property to be developed with the Luxury Hotel the TOT Covenant Agreement for the Luxury Hotel, and at the Phase 2 Closing, Developer and City shall record against the real property to be developed with the Lifestyle Hotel the TOT Covenant Agreement for the Lifestyle Hotel. The TOT Covenant Agreements (i) require Developer to operate and maintain the Luxury Hotel and Lifestyle Hotel as first class hotels in accordance with the terms thereof, and (ii) provide for City to make certain payments to Developer based on the Transient Occupancy Tax generated by Developer’s operation of the Luxury Hotel or Lifestyle Hotel (as applicable) if Developer’s annual net revenue from operating the Luxury Hotel or Lifestyle Hotel (as applicable) is less than the target amount, as specified therein.

“**TOT Sharing Agreement**” means an Agreement to Share Transient Occupancy Tax Revenue substantially in the form attached hereto and incorporated herein as Attachment No. 11. Concurrently with the execution of this Agreement, Developer and City will be required to execute a TOT Sharing Agreement for each of the Lifestyle Hotel and Luxury Hotel.

“**Transfer**” is defined in Section 603.1 hereof.

“**Transient Occupancy Tax**” means the tax imposed on the occupancy of a hotel or group hotel pursuant to Chapter 3.24 of the Municipal Code.

“**Water Agreement**” is defined in Section 205.1(n) hereof.

## 200. CONVEYANCE OF THE PROPERTY

201. Disposition of the Property. Developer agrees to purchase the Property from City, and City agrees to sell the Property to Developer, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement. The Purchase Price for each Planning Area to be conveyed to Developer is One Dollar (\$1.00). The Property will be conveyed in two phases (each, a “Phase”).

202. Escrow. Within the times set forth in the Schedule of Performance, Developer and City shall open (i) an escrow for Phase 1 (the “Phase 1 Escrow”) with Brenna Ryan, at First American Escrow, at 18500 Von Karman Avenue, Suite 600,

Irvine, California 92612, or another escrow company mutually satisfactory to both Parties (the "Escrow Agent"), for City's conveyance of the Phase 1 Property to Developer, and (ii) an escrow for Phase 2 (the "Phase 2 Escrow") with Escrow Agent for City's conveyance of the Phase 2 Property to Developer.

**202.1 Costs of Escrow.** Developer shall pay all of the costs of each of the Phase 1 Escrow and the Phase 2 Escrow, including, without limitation, (i) all costs and charges attributable to the ALTA (or CLTA, as elected by Developer in its sole discretion) policy of title insurance for the Phase 1 Property and all costs and charges attributable to the ALTA (or CLTA, as elected by Developer in its sole discretion) policy of title insurance for the Phase 2 Property, as set forth in Section 204 hereof, (ii) the documentary transfer taxes, if any, due with respect to the conveyance of the Phase 1 Property and the conveyance of the Phase 2 Property, and (iii) all other fees, charges, and costs which arise from the Phase 1 Escrow and Phase 2 Escrow. Due to City's status as a public entity, the Parties do not anticipate that any recording fees will be charged in connection with either of the Phase 1 Escrow or Phase 2 Escrow. Notwithstanding the foregoing, however, to the extent recording fees are charged or imposed, Developer shall pay all of such fees.

**202.2 Payment of Independent Contract Consideration and Purchase Price.**

(a) Concurrent with the execution of this Agreement, Developer has paid to City the sum of One Dollar (\$1) (the "Independent Contract Consideration"), which sum is non-refundable to Developer under any circumstances and City hereby acknowledges having received as consideration for City's execution and delivery of this Agreement and Developer's right to approve or disapprove any of Developer's Conditions Precedent to the Closing. In the event the Phase 1 Escrow closes, the Independent Consideration shall be applied towards payment of the Purchase Price for the Planning Areas to be conveyed to Developer at the Phase 1 Closing.

(b) On or before 5:00 p.m. on the Business Day preceding each of the Phase 1 Closing Date and Phase 2 Closing Date (or such earlier time as required by Escrow Agent), Developer shall deposit with Escrow Agent such funds as may be required to meet the closing costs as hereinafter provided.

**202.3 Escrow Instructions.** This Agreement constitutes the joint escrow instructions of Developer and City for each of the Phase 1 Escrow and Phase 2 Escrow, and the Escrow Agent to whom instructions are delivered is hereby empowered to act under this Agreement. All funds received in the Phase 1 Escrow and Phase 2 Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

If in the opinion of either Party or Escrow Agent it is necessary or convenient in order to accomplish the Phase 1 Closing or Phase 2 Closing, such Party may require that the Parties sign supplemental escrow instructions; provided that if

there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The Parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. Escrow Agent is instructed to release City's and Developer's escrow closing statements to the respective Parties.

202.4 Authority of Escrow Agent. At each of the Phase 1 Closing and Phase 2 Closing, Escrow Agent is authorized to, and shall:

(a) Pay and charge Developer for the costs for the applicable Title Policy, as set forth in Section 204 including all endorsements required by Developer.

(b) Pay and charge Developer for all escrow fees, charges, and costs payable under Section 202.1 of this Agreement.

(c) At each of the Phase 1 Closing and Phase 2 Closing, disburse funds and record the applicable Grant Deed, Option Agreement, TOT Covenant Agreement, and Water Agreement, and at the Phase 1 Closing only, record the Memorandum of PSDA, when both Developer's Conditions Precedent to the Closing and City's Conditions Precedent to the Closing have been fulfilled, or waived by Developer and City (as applicable).

(d) Do such other actions as necessary, including obtaining the applicable Title Policy, to fulfill its obligations under this Agreement.

(e) Within the discretion of Escrow Agent, direct City and Developer to execute and deliver any instrument, affidavit and statement, and to perform any act reasonably necessary to comply with the provisions of the Foreign Investment in Real Property Transactions Act ("FIRPTA") and any similar state act and regulation promulgated thereunder. City agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent.

(f) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

(g) Deliver the applicable recorded Option Agreement, TOT Covenant Agreement, and Water Agreement, and at the Phase 1 Closing only, the Memorandum of PSDA to City, and deliver copies of the aforementioned recorded documents together with the applicable recorded Grant Deed to Developer.

202.5 Closing. Each of the Phase 1 Escrow and Phase 2 Escrow shall close (the "Phase 1 Closing" or "Phase 2 Closing," as applicable) within thirty (30) days after the Parties' satisfaction of all of City's Conditions Precedent to the Closing and all of Developer's Conditions Precedent to the Closing as set forth in Section 205 hereof,



but in no event shall the Phase 1 Closing occur later than the Outside Date for Phase 1 Closing, and in no event shall the Phase 2 Closing occur later than the Outside Date for Phase 2 Closing. Subject to the provisions in this Section 202.5, each of the Phase 1 Closing and Phase 2 Closing shall occur at a time reasonably agreed on by the Parties. The “Phase 1 Closing” shall mean the time and day the Grant Deed for the Phase 1 Property is recorded in the Official Records. The “Phase 1 Closing Date” shall mean the day on which the Phase 1 Closing occurs. The “Phase 2 Closing” shall mean the time and day the Grant Deed for the Phase 2 Property is recorded in the Official Records. The “Phase 2 Closing Date” shall mean the day on which the Phase 2 Closing occurs. Notwithstanding anything herein to the contrary, the Outside Date for Phase 1 Closing and the Outside Date for Phase 2 Closing shall not be subject to Force Majeure.

202.6 Termination. If the Phase 1 Escrow is not in condition to close by the Outside Date for Phase 1 Closing, or the Phase 2 Escrow is not in condition to close by the Outside Date for Phase 2 Closing, then either Party which is not then in default of any of its obligations under this Agreement may, in writing, demand the return of money, documents, or property and terminate the Phase 1 Escrow or Phase 2 Escrow (as applicable). If either Party makes a written demand for return of money, documents or property, the Phase 1 Escrow or Phase 2 Escrow (as applicable) shall not terminate until ten (10) Business Days after Escrow Agent shall have delivered copies of such demand to the other Party at the respective addresses shown in this Agreement. If any objections are raised within said ten (10) Business Day period, Escrow Agent is authorized to hold all monies, papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the Parties. Termination of the Phase 1 Escrow or Phase 2 Escrow (as applicable) shall be without prejudice as to whatever legal rights either Party may have against the other arising from this Agreement. If no demands are made, Escrow Agent shall proceed with the Phase 1 Closing or Phase 2 Closing (as applicable) as soon as possible.

202.7 Closing Procedure. Escrow Agent shall close each of the Phase 1 Escrow and Phase 2 Escrow as follows:

(a) (i) Record, in the following order, the applicable Grant Deed, Option Agreement, TOT Covenant Agreement, Water Agreement, and Memorandum of PSDA (at the Phase 1 Escrow only), and deeds of trust and other security instruments securing Developer’s financing for completion of the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), and (ii) deliver conformed copies of each of the documents listed in clauses (i) above, showing recording information to City and Developer;

(b) Provide for the delivery of (i) the applicable original recorded Option Agreement, Water Agreement, TOT Covenant Agreement, and Memorandum of PSDA (at the Phase 1 Escrow only), to City, together with a copy of the applicable Grant Deed, and (ii) the applicable original recorded Grant Deed to Developer, together with copies of the Option Agreement, Water Agreement, TOT Covenant Agreement, and Memorandum of PSDA (at the Phase 1 Escrow only) to Developer;

(c) Deliver the applicable Title Policy and Grant Deed to Developer,

(d) File any informational reports required by Internal Revenue Code Section 6045(e), as amended and any other applicable requirements; and

(e) Deliver the applicable FIRPTA Certificate, if any, to Developer; and

(f) Forward to both Developer and City a separate accounting of all funds received and disbursed for each Party and copies of all executed and recorded or filed documents deposited into the Phase 1 Escrow or Phase 2 Escrow (as applicable), with such recording and filing date and information endorsed thereon.

203. Review of Title of Property. City shall cause First American Title, attention Wendy Hagen, at 250 East Palm Canyon Drive, Palm Springs, California 92262 (the "Title Company"), or another title company mutually satisfactory to both Parties, to deliver to Developer a standard preliminary title report dated no earlier than the Effective Date (the "Preliminary Title Report") with respect to the title to the Property, together with legible copies of the documents underlying the exceptions ("Property Exceptions") set forth in the Preliminary Title Report, within thirty (30) days after the Effective Date. Developer shall have the right to approve or disapprove the Property Exceptions and any proposed encumbrances to the Property in the exercise of its sole discretion; provided, however, that Developer hereby approves the following Property Exceptions:

(a) The Redevelopment Plan for the La Quinta Project Area No. 1, adopted on November 29, 1983, by Ordinance No. 43 of the City Council of the City of La Quinta (the "Redevelopment Plan").

(b) The lien of any non-delinquent property taxes and assessments (to be prorated at close of the Escrow).

(c) All documents to be recorded pursuant to this Agreement at the Phase 1 Closing or the Phase 2 Closing (as applicable).

Developer shall have thirty (30) days after the later of (i) the date of its receipt of the Preliminary Title Report, or (ii) the date Developer receives the documents underlying the Property Exceptions to give written notice to City and Escrow Holder of Developer's approval or disapproval of any of such Property Exceptions. Developer's failure to give written approval or disapproval of the Preliminary Title Report within such time limit shall be deemed Developer's approval of the Preliminary Title Report; provided, however, under no circumstances shall any monetary liens or encumbrances existing as of the Effective Date or any "City Caused Exceptions" (as that term is defined below) be deemed approved by Developer without Developer's express written approval thereof. If Developer notifies City of its disapproval of any Property Exceptions in the Preliminary Title Report, City shall have the right, but not the obligation, to remove any disapproved Property Exceptions within thirty (30) days after receiving written notice of Developer's disapproval or provide assurances satisfactory to Developer that such Property

Exception(s) will be removed on or before the Phase 1 Closing. If City cannot or does not agree to remove any of the disapproved Property Exceptions before the Phase 1 Closing, Developer shall have fifteen (15) days after the expiration of such thirty (30) day period to either give City written notice that Developer elects to proceed with the purchase of the Property subject to the disapproved Property Exceptions or to give City written notice that Developer elects to terminate this Agreement. Developer's failure to give written notice of its election within such fifteen (15) day period shall be deemed to be an election to proceed with the purchase of the Property. Anything herein to the contrary notwithstanding, City shall, at or prior to the Phase 1 Closing, remove from title to the Property (i) all monetary encumbrances other than the lien referred to in (b) above in this Section 203, and (ii) any and all matters recorded on title to the Property after the Effective Date without the prior approval of Developer (collectively, "City Caused Exceptions"). The condition of title, including all of the Property Exceptions to title approved by Developer as provided herein shall hereinafter be referred to as the "Condition of Property Title". From and after the Effective Date hereof, and continuing until the earlier of (i) the Phase 2 Closing, or (ii) termination of this Agreement, City shall not further encumber the Property with additional Property Exceptions without Developer's prior written consent. Developer shall have the right to approve or disapprove any further Property Exceptions (which are not created by Developer) reported by the Title Company after Developer has approved the Condition of Property Title. Developer and the City Manager, on behalf of City, shall have the authority to extend the foregoing fifteen (15) day period by written agreement for an additional fifteen (15) days.

204. Title Insurance. Concurrently with recordation of each Grant Deed, there shall be issued to Developer an ALTA (or CLTA, as elected by Developer in its sole discretion) standard owner's policy of title insurance (the "Title Policy"), together with such endorsements as are requested by Developer, issued by the Title Company insuring that the title to the Phase 1 Property or Phase 2 Property (as applicable) is vested in Developer in the Condition of Property Title approved by Developer pursuant to Section 203 of this Agreement. Developer shall pay all costs and charges for the title insurance, and the costs for preparation of a current survey of the Property, if requested by Developer. The Title Company shall provide City with a copy of the applicable Title Policy.

205. Conditions of Closing. Each of the Phase 1 Closing and Phase 2 Closing is conditioned upon the satisfaction of the following terms and conditions within the times designated below:

205.1 City's Conditions of Closing. City's obligation to proceed with the Phase 1 Closing or Phase 2 Closing (as applicable) is subject to the fulfillment, or waiver by City, of each and all of the conditions precedent (a) through (w), inclusive, described below ("City's Conditions Precedent to the Closing"), which are solely for the benefit of City, and which shall be fulfilled or waived by the time periods provided for herein:

(a) No Default. As of the close of each of the Phase 1 Escrow and the Phase 2 Escrow, neither Developer nor any entity that has assumed

Developer's obligations hereunder with respect to the development and/or operation of one or more Project Components shall be in default of any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

(b) Execution of Documents. Developer shall have executed and delivered into the Phase 1 Escrow or Phase 2 Escrow (as applicable) the applicable Grant Deed, Option Agreement, TOT Covenant Agreement, and Water Agreement, and any other documents required hereunder, and, at the Phase 1 Escrow only, the TOT Covenant Agreement and Memorandum of PSDA. The Development Agreement shall have been fully executed and recorded in the Official Records.

(c) Payment of Funds. Prior to each of the Phase 1 Closing and Phase 2 Closing, Developer shall have paid all of its required costs thereof into the Phase 1 Escrow or Phase 2 Escrow (as applicable) in accordance with Section 202 hereof.

(d) Design Approvals. Developer shall have obtained approval by City, acting in its governmental capacity, of the Master Site Infrastructure Improvements Design/Construction Development Drawings for the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), as set forth in Section 210 hereof.

(e) TOT Sharing Agreement. Developer shall have entered into with City, concurrently with the execution of this Agreement, the applicable TOT Sharing Agreement.

(f) Master Site Infrastructure Improvements Land Use Approvals. Developer shall have received all Master Site Infrastructure Improvements Land Use Approvals required for the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), pursuant to Section 209 hereof.

(g) Insurance. Developer shall have provided proof of insurance as required by Section 304 hereof and City shall have approved of the same, provided such approval shall not be unreasonably withheld, conditioned or delayed.

(h) Financing. (i) City shall have approved Developer's financing for the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), pursuant to Section 211 hereof, and such financing shall close concurrently with the Phase 1 Closing or Phase 2 Closing (as applicable) and be available to Developer upon the Phase 1 Closing or Phase 2 Closing (as applicable), and (ii) Developer shall have (or Developer's affiliates shall collectively have) the "Required Equity" (as that term is defined below), or Developer shall have entered into a joint venture agreement with a capital partner who has the Required Equity and significant experience developing projects of the type, size and scope contemplated by this Agreement. As used in this paragraph (h), the term "Required Equity" means sufficient equity capital to pay for one hundred percent (100%) of the

difference between (a) the expected cost to complete construction of all of the Project Components in the applicable Phase (as set forth in the Final Project Budget), and (b) the amount of construction financing available to Developer for the construction of all of such Project Components. Notwithstanding anything in this paragraph to the contrary, any proposed capital partner shall be subject to approval by the City Manager, which approval shall be based upon a review by a representative of City of the financial records and qualifications of said proposed capital partner; provided, however, that such representative of City shall not be permitted to make and/or retain copies of any such financial records without the prior approval of such proposed capital partner.

(i) Environmental. Developer shall have approved the environmental condition of the Property and shall not have elected to terminate this Agreement with respect to the Property pursuant to Section 207.2 hereof.

(j) Grading Plans and Permits. Developer shall have obtained approval by City, acting in its governmental capacity, of Developer's mass grading plans for the Phase 1 Property or Phase 2 Property (as applicable), and grading permits shall be ready to be issued (on payment of necessary fees, posting of required security, and similar items).

(k) Construction Costs and Contract(s). Developer shall have provided City with a copy of the proposed contract(s), certified by Developer to be a true and correct copy thereof, between Developer and one or more duly licensed general contractors reasonably acceptable to City for the construction and/or installation of the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable). No material changes shall thereafter be made to such proposed contract(s) without the prior approval of the City Manager (such approval not to be unreasonably withheld, conditioned or delayed) that (i) increase the time for completion of the work (unless caused by Force Majeure), or (ii) are inconsistent with City's prior approvals or permits for the Master Site Infrastructure Improvements.

(l) Contractor Bonds. Developer shall have obtained from the general contractor who will install and construct the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), and delivered to City evidence, in a form and amount as required pursuant to City's subdivision ordinance and in accordance with all performance standards as implemented through its standard subdivision improvement agreement, that said contractor has obtained Contractor Bonds for the completion of the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable). Said Contractor Bonds shall be issued to, and shall be enforceable by, City.

(m) Hotel Management Agreement Letter of Intent. Developer shall have submitted to City and City shall have approved, an executed letter of intent from a hotel operator (a "Hotel Operator") that sets forth all of the terms and conditions pursuant to which the Hotel Operator will operate and manage the Luxury Hotel and/or Lifestyle Hotel in the event Developer closes on financing acceptable to said Hotel Operator (each, a "Hotel Management Agreement Letter of Intent"), provided that City's

approval of the Hotel Management Agreement Letter of Intent shall not be unreasonably withheld, conditioned or delayed. With respect to the Luxury Hotel, City hereby approves each of Four Seasons Hotels and Resorts, Ritz Carlton Hotels, Rosewood Hotels and Resorts, Montage Hotels, and St. Regis Hotels by Starwood, to act as Hotel Operator. With respect to the Lifestyle Hotel, City hereby approves each of W Hotels by Starwood, Andaz Hotel by Hyatt, a lifestyle hotel brand owned by the Montage Hotels, Thompson Hotels, and Kimpton, to act as Hotel Operator. Any Hotel Operator not listed above shall be subject to prior written approval by City, which may be granted or withheld in City's sole and absolute discretion.

(n) Water Agreement. Developer shall have entered into a standard Domestic Water and/or Sanitation Installation Agreement with the Coachella Valley Water District ("CVWD"), substantially in the form attached as Exhibit C to that certain Domestic Water and Sanitation System Installation and Irrigation Service Agreement entered into by and between City and CVWD on or about June 11, 2005, and recorded in the Official Records, as Instrument No. 2005-0852063, on June 14, 2005, as same may be amended from time to time by Developer, City and CVWD.

(o) Completion Guaranty. In the event Developer's lender is requiring a completion guaranty for the lien-free completion of construction of the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), Developer shall cause the guarantor under such guaranty to execute a completion guaranty in substantially the same form and substance of the completion guaranty provided to Developer's lender, in favor of City, for the lien-free completion of construction of the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), provided that such guaranty in favor of City shall be at no additional cost to Developer; provided further that if there is a cost for such guaranty, City shall have the election of paying such costs in order to obtain such guaranty.

(p) Signage Agreement. Developer shall have entered into with City a signage agreement. Notwithstanding other signage locations to be determined during the site development permit process, the signage agreement shall provide for perimeter signage along Avenue 52, at SilverRock Way; on Jefferson Street, at SilverRock Way; at the corner of Avenue 52 and Jefferson Street; and at the corner of Avenue 54 and Jefferson Street.

(q) Security for Luxury Hotel Fence. Developer shall have delivered to City evidence, in a form satisfactory to City, in City's reasonable discretion, that Developer has obtained Contractor Bonds or other security acceptable to City, for the completion of the Luxury Hotel Fence. Said Contractor Bonds shall be issued to, and shall be enforceable by, City.

(r) Dust Control Program. Developer shall have submitted to City and City shall have approved a Dust Control Program for the Phase 1 Property or Phase 2 Property (as applicable), which approval shall not be unreasonably withheld, conditioned or delayed.

(s) Parcel Map. Developer shall have processed for recordation concurrently with the Phase 1 Closing the Parcel Map in the Official Records.

(t) Master Site Infrastructure Improvements Phasing Plan. Developer shall have submitted to City and City shall have approved, in its reasonable discretion, a Master Site Infrastructure Improvements Phasing Plan.

(u) Final Project Budget. Developer shall have submitted to City and City shall have approved, in its reasonable discretion, the Final Project Budget.

(v) Notice of Intent. Developer shall have filed a Notice of Intent and/or any other documentation required by SWRCB that notifies the SWRCB that Developer is the legally responsible party for complying with the GC Permit with respect to the Phase 1 Property or Phase 2 Property (as applicable).

(w) Temporary Clubhouse Design. City and Developer shall have agreed upon the design and specifications for the temporary clubhouse to be constructed by Developer pursuant to Section 315 hereof.

205.2 Developer's Conditions of Closing. Developer's obligation to proceed with the purchase of the Phase 1 Property or Phase 2 Property (as applicable) is subject to the fulfillment, or waiver by Developer, of each and all of the conditions precedent (a) through (o), inclusive, described below ("Developer's Conditions Precedent to the Closing"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein:

(a) No Default. As of the Phase 1 Closing Date and the Phase 2 Closing Date (as applicable), City shall not be in default of any of its obligations under the terms of this Agreement and all representations and warranties of City contained herein shall be true and correct in all material respects.

(b) Execution of Documents. City shall have executed and delivered into the Phase 1 Escrow or Phase 2 Escrow (as applicable), the applicable Grant Deed, Option Agreement, TOT Covenant Agreement, and Water Agreement, and any other documents required hereunder, and, at the Phase 1 Escrow only, the Memorandum of PSDA. The Development Agreement and the applicable TOT Sharing Agreement shall have been fully executed and, if applicable, and recorded in the Official Records.

(c) Review and Approval of Title. Developer shall have reviewed and approved the condition of the title to the Property, as provided in Section 203 hereof.

(d) Title Policy. The Title Company shall be irrevocably committed to issue to Developer, upon receipt of payment of Title Company's regularly scheduled premium, a Title Policy for the Phase 1 Property at the Phase 1 Closing and for the Phase 2 Property at the Phase 2 Closing, in accordance with Section 204 hereof.

(e) Environmental. Developer shall have approved the environmental condition of the Property and shall not have elected to terminate this Agreement with respect to the Property pursuant to Section 207.2 hereof.

(f) Design Approvals. Developer shall have obtained approval by City, acting in its governmental capacity, of the Master Site Infrastructure Improvements Design/Construction Development Drawings for the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), as set forth in Section 210 hereof.

(g) Master Site Infrastructure Improvements Land Use Approvals. Developer shall have received all Master Site Infrastructure Improvements Land Use Approvals required for the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), pursuant to Section 209 hereof.

(h) Grading and Building Permits. All grading and building permits required for the installation and construction of the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), and building permits shall be available for issuance upon the payment of applicable permit fees, posting of required security, and similar items.

(i) Financing. As provided in Section 211 hereof, Developer shall have obtained and City shall have approved, in City's reasonable discretion, Developer's financing for the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), and such financing shall close and be available to Developer upon the Phase 1 Closing or Phase 2 Closing (as applicable).

(j) Parcel Map. City shall have approved the Parcel Map, and the Parcel Map shall be recorded at or prior to the Phase 1 Closing in the Official Records.

(k) Golf Course Realignment. City shall have approved Developer's plans and schedule for the realignment of the Golf Course pursuant to Section 316 below.

(l) Final Project Budget. City shall have approved the Final Project Budget.

(m) Hotel Management Agreement Letter of Intent. City shall have approved a Hotel Management Agreement Letter of Intent executed by a Hotel Operator that sets forth all of the terms and conditions pursuant to which the Hotel Operator will operate and manage the Luxury Hotel (for the Phase 1 Closing) and Lifestyle Hotel (for the Phase 2 Closing) in the event Developer closes on financing acceptable to said Hotel Operator.



(n) Master Site Infrastructure Improvements Phasing Plan. City shall have approved, in its reasonable discretion, the Master Site Infrastructure Improvements Phasing Plan.

(o) Temporary Clubhouse Design. City and Developer shall have agreed upon the design and specifications for the temporary clubhouse to be constructed by Developer pursuant to Section 315 hereof.

## 206. Studies and Reports.

206.1 Access to Property. For a period of ninety (90) days commencing on the Effective Date (the "Environmental Review Period"), City shall provide representatives of Developer the right of access to all portions of the Property for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement, including without limitation the investigation of the geotechnical and environmental condition of the Property pursuant to Section 207 hereof. Any work undertaken on the Property by Developer prior to the Phase 1 Closing shall be done at the sole expense of Developer. In no event shall Developer conduct any intrusive testing procedures on the Property without the prior written consent of City, which consent shall not be unreasonably withheld. Developer shall also have the right to investigate all matters relating to the zoning, use and compliance with other applicable laws, codes, and ordinances which relate to the use and occupancy of the Property. City shall cooperate to assist Developer in completing such inspections and special investigations at no cost or expense to City other than the time of City's personnel and incidental photocopying and like costs. Such inspections and investigations shall be conducted only (a) upon no less than two (2) Business Days' notice to City, and (b) between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. City shall have the right, but not the obligation, to accompany Developer during such investigations and/or inspections. As a condition to any such entry, Developer shall (i) conduct all work or studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (ii) comply with all applicable laws and governmental regulations; (iii) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this paragraph; (iv) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the property in the amounts required by the State of California; (v) provide to City prior to initial entry a certificate of insurance evidencing that Developer and/or the persons entering the Property have procured and have in effect the insurance required by Section 306; (vi) conduct all work or studies at such times and in a manner that minimizes interference with the operation of the Golf Course; (vii) coordinate all work or studies that will interfere with the operation of the Golf Course with the City's Public Works Director; and (viii) repair any damage it causes to the Property during the course of such investigations and/or inspections promptly upon completion of the investigations and/or inspections that caused such damage, and restore the Property to the condition existing prior to the investigations and/or inspections, including, without limitation, restabilizing any portions of the Property on which Developer's work removed or caused the removal of the soil stabilizer present on the Property, to the satisfaction of City's Public Works Director. Any work undertaken pursuant to this Section 206 shall be

undertaken only after securing any necessary permits from the appropriate governmental agencies. Developer's approval of the environmental and soils condition of the Property shall be a Developer's Condition Precedent to the Closing, as set forth in Section 205.2 hereof. If Developer, based upon the above tests, reports, and review, disapproves the environmental or soils condition of the Property, in its sole and absolute discretion, then Developer may (x) at its sole cost and with prior written approval of City of any remediation proposal, remediate the Property, or any specific contaminated portion thereof, to an acceptable condition, or (y) terminate this Agreement by written Notice to City pursuant to Section 503 hereof. From and after the Effective Date hereof, and continuing until the earlier of (1) the Phase 2 Closing, or (2) termination of this Agreement, City shall not take any affirmative action to affect the condition of the Property without Developer's prior written consent. City may revoke the foregoing right of access upon five (5) days written notice to Developer delivered in accordance with Section 601 below in the event: (I) in the reasonable judgment of City, such revocation is necessary to protect the public health, safety, or welfare pursuant to the exercise of City's police powers; or (II) Developer is in violation of the terms of this Agreement or any applicable law, statute, ordinance, rule, or regulation pertaining to the preliminary work permitted hereunder or Developer's or Developer Representative's entry upon the Property pursuant to this Agreement, and Developer has failed to cure such violation within five (5) days following Developer's receipt of written notice of such violation from City; provided, however, that for the first two (2) such violations, Developer's right of access shall be reinstated once the alleged violation is cured to City's reasonable satisfaction, and that for any subsequent violation, Developer may request that such right of access be reinstated once the alleged violation is cured to City's reasonable satisfaction. From the Effective Date through the Phase 1 Closing and Phase 2 Closing, as applicable, City shall continue to maintain the Phase 1 Property and Phase 2 Property, respectively, in substantially the same condition as same are in as of the Effective Date.

206.2 Indemnification. Developer shall protect, defend, indemnify and hold harmless City and City's officers, officials, members, employees, volunteers, agents, representatives, analysts, advisers, attorneys, and consultants (any of the foregoing shall be known individually as "Indemnitee" and collectively as "Indemnitees"), and each of them, jointly and severally, against and from any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity, of every kind or nature whatsoever, including reasonable attorneys' fees and expert witness fees, except to the extent caused or resulting from the gross negligence or willful misconduct of any Indemnitee, and excluding those resulting from environmental contamination of the Property or other defects on the Property existing prior to Developer's entry thereon or not otherwise caused by Developer or any of the Developer Representatives, but including, without limitation, injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted ("Claims"), arising out of or in any manner directly or indirectly connected with the entry upon the Property by Developer or any of the Developer Representatives pursuant to this Section or Section 207, below, including without limitation:

(a) any damage to the Property and any liability to any third party incurred by reason of any acts or omission of, including, but not limited to, any

commission of any negligent or tortious acts, by Developer or the Developer Representatives, or any of them;

(b) any mechanics' or materialmen's liens, claims, demands, actions or suits arising (directly or indirectly) from (i) any work performed or materials supplied to or for Developer, or (ii) any activities of Developer or any of the Developer Representatives, or any of them, on or relating to the Property (including, without limitation, any claims by any of such Developer Representatives); and

(c) any costs of removing Developer or the Developer Representatives from the Property after the expiration of the term hereof unless Developer is otherwise entitled to possession of the Property at such time.

#### 207. Condition of the Property

(a) Disclosure. Within ten (10) days after the Effective Date, City shall provide to Developer, at no cost to Developer, copies of all environmental studies and reports with respect to the Property of which it has actual knowledge, without any duty of investigation or inquiry. Developer acknowledges and agrees that City has provided to Developer a copy of (i) that certain Phase I Environmental Site Assessment covering some or all of the Property, prepared on or about November 7, 1995, by SSCI Environmental and Consulting Services, and (ii) that certain Phase I Environmental Site Assessment covering some or all of the Property, prepared on or about February 28, 2001, by Ninyo & Moore Geotechnical and Environmental Sciences Consultants.

207.2 Investigation of Property. Pursuant to Section 206 hereof, Developer may engage an Environmental Consultant to make such investigations as Developer deems necessary, including any "Phase I" and/or "Phase 2" investigations of the Property, and City shall promptly be provided a copy of all final reports and test results provided by the Environmental Consultant (the "Property Environmental Reports"). Developer shall be permitted to make such inspections of the Property pursuant to the requirements of Section 206. Developer shall approve or disapprove of the environmental condition of the Property in Developer's sole discretion, not later than the expiration of the Environmental Review Period. If Developer, based upon the Property Environmental Reports, timely disapproves the environmental condition of the Property for any reason, in Developer's sole discretion, then Developer may (i) at its sole cost and with prior written approval of City of any remediation proposal, remediate the Property, or any specific contaminated portion thereof, to an acceptable condition, or (ii) terminate this Agreement by written Notice to City pursuant to Section 503 hereof.

207.3 No Further Warranties As To Property; Release of City; Waiver. The physical condition, possession, and title of the Property is and shall be delivered from City to Developer in an "**AS-IS**" "**WHERE IS**" "**WITH ALL FAULTS**" condition and, with the exception of the limited warranties set forth in Section 207.6 below, with no warranty expressed or implied by City, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or

unknown seismic faults, or the suitability of the Property for the development purposes intended hereunder.

Upon City's conveyance of fee title to the Phase 1 Property to Developer, Developer shall be deemed to have waived, released and discharged forever the Indemnitees from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Phase 1 Property, any Hazardous Materials on the Phase 1 Property, or the existence of Hazardous Materials contamination due to the generation of Hazardous Materials from the Phase 1 Property or any other real property, however they came to be placed there, except that arising out of (i) the active negligence or intentional misconduct of any of the Indemnitees, or (ii) the material inaccuracy of any representation set forth in Section 207.6 below.

Upon City's conveyance of fee title to the Phase 2 Property to Developer, Developer shall be deemed to have waived, released and discharged forever the Indemnitees from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Phase 2 Property, any Hazardous Materials on the Phase 2 Property, or the existence of Hazardous Materials contamination due to the generation of Hazardous Materials from the Phase 2 Property or any other real property, however they came to be placed there, except to the extent arising out of (i) the active negligence or intentional misconduct of any of the Indemnitees, or (ii) the material inaccuracy of any representation set forth in Section 207.6 below.

Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

With respect to the condition of the Property as set forth in this Section 207.3, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

\_\_\_\_\_ Developer's Initials

Notwithstanding anything herein to the contrary, the release set forth in this Section 207.3 shall become effective as to the Phase 1 Property on the Phase 1 Closing Date and as to the Phase 2 Property on the Phase 2 Closing Date.

Developer acknowledges that “natural hazards” described in the following California Code sections (the “Natural Hazard Laws”) may affect the Property: Government Code sections 8589.4; 8589.3; Government Code sections 51183.4,

51183.5 (fire hazard severity zone); Public Resource Code section 2621.9 (earthquake fault zone); Public Resource Code section 2694 (seismic hazard zone); and Public Resource Code section 4136 (wildland area). Developer acknowledges and agrees that as of the Phase 1 Closing Developer will have had the opportunity to independently evaluate and investigate whether any or all of such natural hazards affect the Phase 1 Property and as of the Phase 2 Closing Developer will have had the opportunity to independently evaluate and investigate whether any or all of such natural hazards affect the Phase 2 Property, and City shall have no liabilities or obligations with respect thereto. Without limiting the foregoing, Developer acknowledges and agrees that Developer knowingly and intentionally waives any disclosures, obligations or requirements of City with respect to natural hazards, including, without limitation, any disclosure obligations or requirements under the aforementioned code sections or under California Civil Code section 1102(c). Developer represents that Developer has experience acquiring and conducting due diligence, and that this waiver has been negotiated and is an essential aspect of the bargain between the Parties.

#### 207.4 Developer Precautions After the Closing.

(a) Upon the Phase 1 Closing, Developer shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Phase 1 Property, or placed in, on, or under the Phase 1 Property after the Phase 1 Closing. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

(b) Upon the Phase 2 Closing, Developer shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Phase 2 Property, or placed in, on, or under the Phase 2 Property after the Phase 2 Closing. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

#### 207.5 Developer Indemnity.

(a) Upon the Phase 1 Closing, Developer agrees to indemnify, defend and hold City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any such Hazardous Materials to or from, the Phase 1 Property which first occurs after the Phase 1 Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in, or

about, or to or from, the Phase 1 Property by Developer or by Developer's contractors, subcontractors, agents, consultants, or representatives which occurs after the Phase 1 Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of Developer, City shall cooperate with and assist Developer in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.

(b) Upon the Phase 2 Closing, Developer agrees to indemnify, defend and hold City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any such Hazardous Materials to or from, the Phase 2 Property which first occurs after the Phase 2 Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in, or about, or to or from, the Phase 2 Property by Developer or by Developer's contractors, subcontractors, agents, consultants, or representatives which occurs after the Phase 2 Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of Developer, City shall cooperate with and assist Developer in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.

207.6 City Representations. City hereby makes the following limited representations and warranties and covenants to Developer with respect to the Property, each of which is true in all respects as of the date hereof and shall be true in all respects as of the Phase 1 Closing Date, with respect to the Phase 1 Property, and as of the Phase 2 Closing Date, with respect to the Phase 2 Property:

(a) There are no pending or, to City's knowledge, threatened lawsuits or claims which would affect the Property, or City's right to transfer the Property to Developer pursuant to this Agreement.

(b) To City's knowledge, (i) the Property is not in violation of any federal, state or local law, ordinance or regulation, and (ii) there are no underground

storage tanks on the property, no Hazardous Materials being stored on or underneath the Property, and no environmental, health or safety hazards on or under the Property, including but not limited to soil and groundwater conditions.

(c) City has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property.

(d) There are not presently pending any eminent domain or condemnation actions against the Property or any part thereof; and City has not received any notice of any eminent domain or condemnation actions being threatened or contemplated that would affect the Property or any part thereof.

(e) To City's knowledge, there are no contracts, leases, claims or rights affecting the development or use of Property and no agreements entered into by or under City that shall survive the Phase 1 Closing, with respect to the Phase 1 Property or the Phase 2 Closing, with respect to the Phase 2 Property, that would adversely affect Developer's rights with respect to the Property.

Until the Phase 1 Closing, if City learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true with respect to the Phase 1 Property as of the Phase 1 Closing, City shall immediately give written notice of such fact or condition to Developer.

Until the Phase 2 Closing, if City learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true with respect to the Phase 2 Property as of the Phase 2 Closing, City shall immediately give written notice of such fact or condition to Developer.

From the Effective Date through and until the Phase 1 Closing or the Phase 2 Closing, as applicable, City shall maintain the Phase 1 Property and the Phase 2 Property in substantially the same condition that they are in as of the Effective Date.

Throughout this Agreement, terms such as "to City's knowledge," "City has no knowledge," or like phrases mean the actual present and conscious awareness or knowledge, without a duty to inquire or investigate, of the City Manager of the City of La Quinta.

208. Installation of Luxury Hotel Fence; Implementation of Dust Control Program.

(a) Within the time set forth in the Schedule of Performance, and prior to the time Developer commences any grading activities on the Phase 1 Property, Developer shall install the Luxury Hotel Fence. Developer shall defend, with counsel approved by City in City's sole and absolute discretion, indemnify, assume all responsibility for, and hold the Indemnitees harmless from all claims, demands, damages, defense costs or liability of any kind arising from Developer's failure to strictly comply with the Mitigation Measures related to the protection of Bighorn Sheep set forth

in that certain Mitigated Negative Declaration of Environmental Impact for Environmental Assessment 2002-435 (State Clearinghouse No. 1999081020).

(b) Upon the Phase 1 Closing, Developer shall implement the Dust Control Program with respect to the Phase 1 Property. Such implementation shall continue until such time as all Project Components within the Phase 1 Property have been completed, as evidenced by City's issuance of a Release of Construction Covenants for the final Project Component for the Phase 1 Property.

(c) Upon the Phase 2 Closing, Developer shall implement the Dust Control Program with respect to the Phase 2 Property. Such implementation shall continue until such time as all Project Components within the Phase 2 Property have been completed, as evidenced by City's issuance of a Release of Construction Covenants for the final Project Component for the Phase 2 Property.

209. Master Site Infrastructure Improvements Land Use Approvals. As one of City's Conditions Precedent to the Closing as set forth in Section 205.1(f) hereof, Developer shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits and approvals which are required for the Master Site Infrastructure Improvements to be installed or constructed within the Phase 1 Property or Phase 2 Property (as applicable) by City or any other governmental agency affected by such construction or work, including but not limited to, any environmental studies and documents required pursuant to the California Environmental Quality Act (collectively, the "Master Site Infrastructure Improvements Land Use Approvals"); provided, however, that the condition precedent in this Section 209 shall not apply to permits or approvals required to be obtained from CVWD or the Imperial Irrigation District if such permits and approvals are not otherwise required by applicable law for the commencement or completion of construction of the Master Site Infrastructure Improvements.

210. Master Site Infrastructure Improvements Design Approvals. As one of City's Conditions Precedent to the Closing pursuant to Section 205.1(d), at or prior to the time set forth in the Schedule of Performance, Developer shall submit to City any plans and drawings (collectively, the "Master Site Infrastructure Improvements Design/Construction Development Drawings") which may be required by City acting in its governmental capacity with respect to any permits and entitlements which are required to be obtained to install or construct the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), and such plans for the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable) as required by City acting in its governmental capacity in order for Developer to obtain building and grading permits for the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable). Within thirty (30) days after City's disapproval or conditional approval of such plans, Developer shall revise the portions of such plans identified by City as requiring revisions and resubmit the revised plans to City.

210.1 City Review and Approval. City, acting in its governmental capacity, shall have all rights to review and approve or disapprove all Master Site



Infrastructure Improvements Design/Construction Development Drawings and other required submittals in accordance with the Municipal Code, and nothing set forth in this Agreement shall be construed as City's approval of any or all of the Master Site Infrastructure Improvements Design/Construction Development Drawings or other required submittals. City retains all rights to exercise its discretion with respect to the review and approval of any of said submittals.

210.2 Revisions. Any and all change orders or revisions required by City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by Developer in its Master Site Infrastructure Improvements Design/Construction Development Drawings and other required submittals and shall be completed during the installation or construction of the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable).

210.3 Defects in Plans. City shall not be responsible either to Developer or to third parties in any way for any defects in any of the Master Site Infrastructure Improvements Design/Construction Development Drawings, nor for any structural or other defects in any work done according to the approved Master Site Infrastructure Improvements Design/Construction Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 210

211. Approval of Financing (Master Site Infrastructure Improvements). Within the time set forth in the Schedule of Performance, and as one of City's Conditions Precedent to the Closing as set forth in Section 205.1(h) hereof, Developer shall submit to City evidence that Developer (i) has obtained or will have obtained as of the Phase 1 Closing or Phase 2 Closing (as applicable), financing from a commercial lender necessary to undertake the installation and construction of the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable), in accordance with this Agreement which may be in the form of a commitment, a term letter, or such other form, with all such forms to be approved by City, provided that such approval may not be unreasonably withheld, conditioned or delayed (an "Infrastructure Loan"); (ii) if desired by Developer, has obtained "mezzanine" financing in a form acceptable to City; and (iii) has obtained sufficient equity capital to cover the difference between (a) the sum of the Infrastructure Loan and the mezzanine financing and (b) the total cost of developing the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable) ("Developer's Master Site Infrastructure Improvements Equity Contribution"). City shall approve or disapprove such evidence of financing within thirty (30) days after receipt of a complete submission for the Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements (as applicable). If City shall disapprove any such evidence of financing, City shall do so by Notice to Developer stating with reasonable specificity the reasons for such disapproval and Developer shall promptly obtain and submit to City new evidence of financing. City shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 211 for the approval or disapproval of the

evidence of financing as initially submitted to City, provided, that such approval shall not be unreasonably withheld, conditioned or delayed. Developer shall close each approved Infrastructure Loan prior to or concurrently with the Phase 1 Closing or Phase 2 Closing (as applicable). Such evidence of financing shall include the following: (a) a copy of a loan commitment(s) or term letter(s), obtained by Developer from one or more financial institutions for the Infrastructure Loan, subject to such lenders' reasonable, customary and normal conditions and terms, and (b) documentation satisfactory to City as evidence of the "mezzanine" financing and Developer's Equity Contribution.

212. Access to Property for Planning, Entitlement, Design, and Financing Purposes.

212.1 Access to Property. Commencing on the Effective Date and continuing until the Phase 2 Closing Date, City shall provide representatives of Developer the right of access to all portions of the Property for the purpose of facilitating the planning, entitlement, design, and finance of the Project. Such access shall be conducted only (a) upon no less than two (2) Business Days' notice to City, and (b) between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. City shall have the right, but not the obligation, to accompany Developer during such entries. As a condition to any such entry, Developer shall (i) conduct all activities during such access in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such entries; (ii) comply with all applicable laws and governmental regulations; (iii) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry under this paragraph; (iv) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the property in the amounts required by the State of California; (v) provide to City prior to initial entry a certificate of insurance evidencing that Developer and/or the persons entering the Property have procured and have in effect the insurance required by Section 306; (vi) conduct all entries at such times and in a manner that minimizes interference with the operation of the Golf Course; and (vii) repair any damage it causes to the Property during the course of such entries promptly upon completion of the entries that caused such damage, and restore the Property to the condition existing prior to the entries. City may revoke the foregoing right of access upon two (2) days written notice to Developer delivered in accordance with Section 601 below in the event: (I) in the reasonable judgment of City, such revocation is necessary to protect the public health, safety, or welfare pursuant to the exercise of City's police powers; or (II) Developer is in violation of the terms of this Agreement or any applicable law, statute, ordinance, rule, or regulation pertaining to the entries permitted hereunder or Developer's or Developer Representative's entry upon the Property pursuant to this Agreement, and Developer has failed to cure such violation within five (5) days following Developer's receipt of written notice of such violation from City; provided, however, that for the first two (2) such violations, Developer's right of access shall be reinstated once the alleged violation is cured to City's reasonable satisfaction, and that for any subsequent violation Developer may request that such right of access be reinstated once the alleged violation is cured to City's reasonable satisfaction.

212.2 Indemnification. Developer shall protect, defend, indemnify and hold harmless the Indemnitees and each of them, jointly and severally, against and from any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity, of every kind or nature whatsoever, including reasonable attorneys' fees and expert witness fees, except to the extent caused or resulting from the gross negligence or willful misconduct of any Indemnitee, and excluding those resulting from environmental contamination of the Property or other defects on the Property existing prior to Developer's entry thereon or not otherwise caused by Developer or any of Developer's representatives, but including, without limitation, injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted, arising out of or in any manner directly or indirectly connected with the entry upon the Property by Developer or any of the Developer's representatives pursuant to Section 212.1 above, including without limitation:

(a) any damage to the Property and any liability to any third party incurred by reason of any acts or omission of, including, but not limited to, any commission of any negligent or tortious acts, by Developer or Developer's representatives, or any of them;

(b) any mechanics' or materialmen's liens, claims, demands, actions or suits arising (directly or indirectly) from (i) any work performed or materials supplied to or for Developer, or (ii) any activities of Developer or any of Developer's representatives, or any of them, on or relating to the Property (including, without limitation, any claims by any of such representatives); and

(c) any costs of removing Developer or Developer's representatives from the Property unless Developer is otherwise entitled to possession of the Property at such time

### 300. DEVELOPMENT OF THE PROJECT

301. Scope of Development. Developer shall develop or cause the development of the Project in accordance with the Scope of Development, the Specific Plan, the Municipal Code, Governmental Requirements, Project Component Land Use Approvals, and the plans, drawings and documents submitted by Developer and approved by City as set forth herein. Prior to commencement of construction of any Project Component, Developer shall obtain and deliver to City evidence of Contractor Bonds covering the applicable Project Component, and which provide that City is authorized to enforce such Contractor Bonds as a third party beneficiary; provided, however, that Developer shall only be required to obtain Contractor Bonds for any of the Ahmanson Ranch House Component, Golf Course Realignment, Lifestyle Branded Residential Development, Luxury Branded Residential Development, Promenade Mixed-Use Village, or Resort Residential Village, for which Developer's lender requires Developer to obtain Contractor Bonds.

302. Design Review.

302.1 Developer Submissions. At or prior to the time set forth in the Schedule of Performance, Developer shall submit to City any plans and drawings (collectively, the "Project Component Design/Construction Development Drawings") which may be required by City with respect to any permits and entitlements which are required to be obtained to develop each of the Project Components, and such plans for the Project Components as required by City in order for Developer to obtain building and grading permits for the Project Components. City shall review such plans and drawings pursuant to the requirements of the Municipal Code. Within thirty (30) days after the disapproval or conditional approval of any of such plans by City, acting in its governmental capacity, Developer shall revise the portions of such plans identified by City as requiring revisions and resubmit the revised plans to City.

302.2 City Review and Approval. City shall have all rights to review and approve or disapprove all Project Component Design/Construction Development Drawings and other required submittals in accordance with the Municipal Code, and nothing set forth in this Agreement shall be construed as City's approval of any or all of the Project Component Design/Construction Development Drawings or other required submittals. City retains all rights to exercise its discretion with respect to the review and approval of any of said submittals when acting in its governmental capacity.

302.3 Revisions. Any and all change orders or revisions required by City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by Developer in its Project Component Design/Construction Development Drawings and other required submittals and shall be completed during the installation or construction of the Project Components.

302.4 Defects in Plans. City shall not be responsible either to Developer or to third parties in any way for any defects in any of the Project Component Design/Construction Development Drawings, nor for any structural or other defects in any work done according to the approved Project Component Design/Construction Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 302.

303. Schedule of Performance. Developer shall submit all Project Component Design/Construction Development Drawings, commence and complete all construction of the Project, and satisfy all other obligations and conditions of this Agreement, within the times established therefor in the Schedule of Performance.

304. Conditions to Develop. Developer may not obtain building permits for any Project Component until such time as Developer has satisfied all of the following conditions with respect to such Project Component:

304.1 City's Conditions Precedent to the Closing. Developer shall have satisfied all of City's Conditions Precedent to the Closing, as set forth in Section 205.1,

for the Phase in which the property to be developed with the Project Component is located, and Developer shall have acquired fee title to said property from City.

304.2 Completion of Master Site Infrastructure Improvements. Developer shall have completed each phase of the installation and construction of the Master Site Infrastructure Improvements in accordance with the Master Site Infrastructure Improvements Phasing Plan.

304.3 No Default. Neither Developer nor any entity that has assumed Developer's obligations hereunder with respect to the development and/or operation of one or more Project Components shall be in default of any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

304.4 Financing. City shall have approved Developer's financing for the Project Component, pursuant to Section 311.1 hereof, and such financing shall have closed and shall be available to Developer.

304.5 Project Component Land Use Approvals. Developer shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits and approvals which are required for the Project Component by City or any other governmental agency affected by such construction or work, including but not limited to, site development permits, conditional use permits, temporary use permits, minor use permits, and any environmental studies and documents required pursuant to the California Environmental Quality Act (collectively, the "Project Component Land Use Approvals"); provided, however, that the condition precedent in this Section 304.5 shall not apply to permits or approvals required to be obtained from CVWD or the Imperial Irrigation District if such permits and approvals are not otherwise required by applicable law for the commencement or completion of construction of the Luxury Hotel, Lifestyle Hotel, or Conference and Shared Service Facility.

304.6 Building Plans and Permits. Developer shall have obtained approval by City, acting in its governmental capacity, of Developer's building plans for the Project Component, and building permits shall be ready to be issued (on payment of necessary fees, posting of required security, and similar items).

304.7 Construction Costs and Contract(s). Developer shall have provided City with a copy of the proposed contract(s), certified by Developer to be a true and correct copy thereof, between Developer and one or more duly licensed general contractors reasonably acceptable to City for the construction of the Project Component. No material changes that (i) increase the time for completion of the work (unless caused by Force Majeure), (ii) are inconsistent with the City approvals or permits shall thereafter be made to such proposed contract(s) without the prior approval of the City Manager.

304.8 Performance Bond. With respect to the construction of the Luxury Hotel, Lifestyle Hotel, and Conference and Shared Service Facility, Developer shall have obtained from Developer's general contractor and delivered to City evidence, in a

form reasonably satisfactory to City, that said general contractor has obtained lien and completion Contractor Bonds for the completion of said Project Component. Said Contractor Bonds shall provide that City is authorized to enforce the same as a third party beneficiary; provided, however, that with respect to the aforementioned Project Components (e.g., the Luxury Hotel, Lifestyle Hotel, and Conference and Shared Facility), if Developer's construction lender requires Contractor Bonds that satisfy the foregoing requirements of this Section 304.8, as reasonably determined by the City Manager, then Developer may satisfy the foregoing requirements of this Section 304.8 by listing City as an additional obligee on said Contractor Bonds obtained by Developer's lender. Notwithstanding the foregoing, (i) Developer shall have the right to elect to obtain, in lieu of the performance bond component of any of the foregoing Contractor Bonds, a subguard insurance policy that insures Developer's obligation to complete construction of the applicable Project Component, and (ii) if Developer's construction lender requires Contractor Bonds for any other Project Component (e.g., any Project Component other than the Luxury Hotel, Lifestyle Hotel, or Conference and Shared Service Facility), whether or not said Contractor Bonds satisfy the requirements of this Section 304.8, Developer shall list City as an additional obligee on the Contractor Bonds for said other Project Component(s) obtained by Developer's lender.

304.9 Completion Guaranty. Developer shall cause the guarantor under any completion guaranty given to Developer's lender guaranteeing the lien-free completion of construction of the applicable Project Component to execute a completion guaranty in favor of City and in substantially the same form and substance as the completion guaranty provided to Developer's lender.

304.10 Hotel Management Agreement. Developer shall have submitted to City and City shall have approved, a fully executed hotel management agreement from a Hotel Operator to operate and manage the Luxury Hotel or Lifestyle Hotel (as applicable) in accordance with all applicable requirements set forth herein, including all ancillary agreements including, without limitation, a technical services agreement, hotel brand licensing agreement, and use and access development agreement (each such agreement collectively with all ancillary agreements, a "Hotel Management Agreement"), provided that City's approval of the Hotel Management Agreement shall not be unreasonably withheld, conditioned or delayed.

305. Phasing of Development. Notwithstanding Developer's fee ownership of the Phase 1 Property, the Phase 2 Property, or the entirety of the Property, or anything herein to the contrary, Developer shall not be entitled to develop all portions of the Project simultaneously. Developer's development of the Project shall, subject to Section 305.3 below, be subject to the following phasing limitations:

305.1 Luxury Hotel.

(a) Developer may not obtain building permits for any Project Component until such time as Developer has obtained a building permit for the Luxury Hotel.

(b) At such time as Developer has obtained a building permit for the Luxury Hotel, Developer may obtain building permits for the Luxury Branded Residential Development, Conference and Shared Service Facility, Promenade Mixed-Use Village, and Resort Residential Village.

(c) Developer may not close escrow on the sale of any Resort Residential Dwelling Unit within the Luxury Branded Residential Development until such time as Developer has expended fifty percent (50%) of the construction costs set forth in the construction contract for the Luxury Hotel that was approved by City pursuant to Section 304.7 hereof on construction of the Luxury Hotel, as reasonably determined by the City Manager.

### 305.2 Lifestyle Hotel.

(a) Developer may not obtain building permits for the Lifestyle Branded Residential Development until such time as Developer has obtained a building permit for the Lifestyle Hotel.

(b) Developer may not close escrow on the sale of any Resort Residential Dwelling Unit within the Lifestyle Branded Residential Development until such time as Developer has expended fifty percent (50%) of the construction costs set forth in the construction contract for the Lifestyle Hotel that was approved by City pursuant to Section 304.7 hereof on construction of the Lifestyle Hotel, as reasonably determined by the City Manager.

### 305.3 Alternate Development Phasing.

(a) If an Adverse Economic Event occurs, then Developer may, at its election, provide written notice thereof to City, along with documentary evidence establishing the Adverse Economic Event. Upon City's concurrence that an Adverse Economic Event has occurred, which determination shall be made in City's reasonable discretion, Developer and City shall meet and confer for up to a maximum of fifteen (15) days to determine if they can mutually agree on a course of action to address the Adverse Economic Event, including, without limitation, an alternate schedule for developing the Project. If the Parties are able to agree on a course of action to address the Adverse Economic Event, then the Parties shall prepare an amendment hereto or other documentation mutually satisfactory to the Parties that documents said agreement. If the Parties are unable to agree on a course of action to address the Adverse Economic Event, then City shall have a period of sixty (60) days, commencing on the final date of the meet and confer, to notify Developer, in writing, of City's election to exercise, or assign, its right to purchase the Property or portions thereof pursuant to the terms of the Option Agreement recorded at the Phase 1 Closing (the "Phase 1 Option Agreement") and, if the Phase 2 Closing shall have occurred, the Option Agreement recorded at the Phase 2 Closing (the "Phase 2 Option Agreement"). If City notifies Developer of its election to exercise, or assign, its right to purchase the Property or portions thereof pursuant to the terms of the Phase 1 Option Agreement and/or, if the Phase 2 Closing shall have occurred, the Phase 2 Option Agreement, City or its assignee shall have a period of one hundred eighty

(180) days, commencing on the final date of the meet and confer, to conclude the purchase and acquire fee title to the Property or portions thereof pursuant to the terms of the Phase 1 Option Agreement and/or, if the Phase 2 Closing shall have occurred, the Phase 2 Option Agreement. Notwithstanding the foregoing, and subject to the terms of a subordination or other agreement entered into with Developer's construction lender pursuant to Section 7(g) of the Phase 1 Option Agreement and/or, if the Phase 2 Closing shall have occurred, the Phase 2 Option Agreement, if applicable, City may extend such one hundred eighty (180) day period for one or more additional periods of thirty (30) days each (each, an "Option Extension Period") by depositing into the escrow opened by the Parties pursuant to the terms of the Phase 1 Option Agreement and/or, if the Phase 2 Closing shall have occurred, the Phase 2 Option Agreement (the "Option Agreement Escrow") funds in the amount of five percent (5%) of the applicable purchase price to be paid by City or its assignee pursuant to the Phase 1 Option Agreement and/or, if the Phase 2 Closing shall have occurred, the Phase 2 Option Agreement (the "Option Agreement Deposit"). In the event the Option Agreement Escrow closes prior to the expiration of the applicable Extension Period, the Option Agreement Deposit shall be applied to the purchase price to be paid by City or its assignee pursuant to the Phase 1 Option Agreement and/or, if the Phase 2 Closing shall have occurred, the Phase 2 Option Agreement. In the event the Option Agreement Escrow fails to close prior to the expiration of the applicable Extension Period, Developer shall retain the Option Agreement Deposit and the dates applicable to Developer's performance under the Phase 1 Option Agreement and, if the Phase 2 Closing shall have occurred, the Phase 2 Option Agreement, shall each be extended by the length of time between the final date of the meet and confer and the date that the Option Agreement Escrow is cancelled. If City notifies Developer of its election not to exercise, or assign, its right to purchase the Property or portions thereof pursuant to the Phase 1 Option Agreement and/or, if the Phase 2 Closing shall have occurred, the Phase 2 Option Agreement, or notifies Developer of its election to exercise, or assign, its right to purchase the Property or portions thereof pursuant to the Phase 1 Option Agreement and, if the Phase 2 Closing shall have occurred, the Phase 2 Option Agreement, but City or its assignee (as applicable) fails to conclude such purchase prior to the expiration of (I) the one hundred eighty (180) day period described above, or (II) any applicable Extension Period (either of the foregoing, an "Alternate Development Phasing Trigger"), then the phasing requirements set forth in Section 305.1 and Section 305.2 above shall be amended such that Developer may commence and complete construction of the Project in the following phases:

- (i) Phase 1: the portion of the Property identified on the Site Map as "PA 7" and "PA 8", which shall collectively be referred to herein as the "Alternate Development Phase 1 Property" following the occurrence of an Alternative Development Phasing Trigger, together with those certain Master Site Infrastructure Improvements to be installed and/or constructed to serve such Alternate Development Phase 1 Property, which shall collectively be referred to herein as the "Alternate Development Phase 1 Master Site Infrastructure Improvements" following the occurrence of an Alternative Development Phasing Trigger; and



(ii) Phase 2: the portion of the Property identified on the Site Map as “PA 2”, “PA 3”, “PA 4”, “PA 5” and “PA 6”, which shall collectively be referred to herein as the “Alternate Development Phase 2 Property” following the occurrence of an Alternative Development Phasing Trigger, together with those certain Master Site Infrastructure Improvements to be installed and/or constructed to serve such Alternate Development Phase 2 Property, which shall collectively be referred to herein as the “Alternate Development Phase 2 Master Site Infrastructure Improvements” following the occurrence of an Alternative Development Phasing Trigger.

(b) As soon as reasonably possible following the occurrence of an Alternative Development Phasing Trigger, (I) the Parties shall discuss in good faith and agree upon appropriate changes to the Schedule of Performance to accommodate the amended development phasing described above, (II) the Parties shall amend the Option Agreement to reflect the changes in the description of the Phase 1 Master Site Infrastructure Improvements and the Phase 2 Master Site Infrastructure Improvements and other changes necessary to reflect the amended development phasing described above, (III) Developer shall prepare and submit to City for City’s reasonable approval a new budget (the “Alternate Development Phasing Budget”) that reflects the alternate development phasing described above, and (IV) all revenue generated by Developer from the sale of Resort Residential Dwelling Units located within the Promenade Mixed-Use Village and the Resort Residential Village shall be distributed as follows by Developer:

(i) first, to the Developer, an amount equal to the lesser of (x) the development costs set forth in the Alternate Development Phasing Budget, and (y) all third party hard and soft costs actually incurred in connection with the design and construction of Master Site Infrastructure Improvements, provided that Developer has provided invoices to City documenting the expenditure of all of said costs; and

(ii) all remaining funds to be deposited into an escrow account opened in Developer’s name (the “Alternative Development Phase 2 Holding Escrow”) with a nationally recognized escrow agent reasonably acceptable to both Parties (the “Alternate Development Phase 2 Escrow Agent”).

(c) Developer shall irrevocably instruct the Alternate Development Phase 2 Escrow Agent to release the funds in the Alternative Development Phase 2 Holding Escrow to the ultimate developer of the Alternate Development Phase 2 Property upon receipt of invoices for hard and soft costs actually incurred in connection with the design and construction of improvements on the Alternate Development Phase 2 Property that are consistent with the Alternate Development Phasing Budget, as it may be amended with the approval of City, which approval shall not be unreasonably withheld, conditioned or delayed, with any funds remaining in the Alternate Development Phase 2 Holding Escrow following completion of construction of the Alternate Development Phase 2 improvements to be released to

such ultimate developer of the Alternate Development Phase 2 Property as its sole property.

(d) On the occurrence of an Alternate Development Phasing Trigger, Developer shall have the right, exercisable upon written notice to the City, to sell the property designated to be developed with the Resort Residential Village in a bulk sale to an unrelated third party developer (the "Bulk Sale"). If Developer elects to proceed with the Bulk Sale, then, notwithstanding anything to the contrary in Section 305.3(b) above, (i) Developer shall retain the proceeds from the Bulk Sale, and (ii) Developer shall distribute all revenue generated from the sale of Resort Residential Dwelling Units located within the Resort Residential Village in accordance with Sections 305.3(b) and 305.3(c) above.

(e) During the meet and confer described in Section 305.3(a) above, City shall direct Developer regarding the completion of the following: (i) the completion of the Golf Course Realignment, if any of such work has been commenced by Developer pursuant to the terms of Section 316 below; (ii) the completion of the Ahmanson Ranch House Component, if any work on such component has been commenced by Developer; (iii) the completion of the Permanent Golf Clubhouse, if any work on such component has been commenced by Developer; (iv) the completion of the Phase 1 Master Site Infrastructure Improvements; and (v) the completion of the Phase 2 Master Site Infrastructure Improvements, if any work on said improvements has been commenced by Developer. City's direction pursuant to the terms of this Section 305.3(e) shall be made in City's sole and absolute discretion, and shall become obligations of Developer regardless of whether the Parties are able to agree on a course of action pursuant to the meet and confer process.

### 306. Insurance Requirements.

306.1 Commencing with the Effective Date hereof and ending on the latest of (a) the date the Development Agreement expires or is earlier terminated by the Parties pursuant to the terms thereof; (b) the date the TOT Covenant Agreement for the Luxury Hotel expires or is earlier terminated by the Parties pursuant to the terms thereof, or (c) the date the TOT Covenant Agreement for the Lifestyle Hotel expires or is earlier terminated by the Parties pursuant to the terms thereof, Developer shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to the City Manager, the following policies of insurance:

(a) A policy of commercial general liability insurance written on a per occurrence basis in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.

(b) A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by Developer in the course of carrying out the work or services contemplated in this Agreement.

(c) A policy of commercial automobile liability insurance written on a per occurrence basis in an amount not less than Three Million Dollars (\$3,000,000.00). Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) "All Risks" Builder's Risk (course of construction) insurance coverage on a replacement cost basis in an amount equal to the full cost of the hard construction costs of the Project. Such insurance shall contain no coinsurance provision, and cover, at a minimum: all work, materials, and equipment to be incorporated into the Project; the Project during construction; the completed Project until such time as City issues the final certificate of occupancy for the Project, and storage, transportation, and equipment breakdown risks. Such insurance shall include coverage for earthquake (for the Luxury Hotel, Lifestyle Hotel, and Conference and Shared Service Facility only), flood, ordinance or law, temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, landscaping, shrubs and plants and full collapse during construction. Such insurance shall protect/insure the interests of Developer/owner and all of Developer's contractor(s), and subcontractors, as each of their interests may appear. If such insurance includes an exclusion for "design error," such exclusion shall only be for the object or portion which failed. Notwithstanding the foregoing, such insurance shall only be required for a particular Project Component at such time as construction commences on such Project Component.

306.2 Commencing on the date City issues a Release of Construction Covenants for a Project Component and ending on the latest of (a) the date the Development Agreement expires or is earlier terminated by the Parties pursuant to the terms thereof; (b) the date the TOT Covenant Agreement for the Luxury Hotel expires or is earlier terminated by the Parties pursuant to the terms thereof, or (c) the date the TOT Covenant Agreement for the Lifestyle Hotel expires or is earlier terminated by the Parties pursuant to the terms thereof, Developer shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to City Manager, "All Risks" property insurance on a replacement cost basis in an amount equal to full replacement cost of the Project Component, as the same may change from time to time. The above insurance policy or policies shall contain no coinsurance provision.

306.3 The following additional requirements shall apply to all of the above policies of insurance:

All of the above policies of insurance shall be primary insurance and, except the Worker's Compensation and All Risks insurance, shall name City and City's officers, officials, members, employees, agents, and representatives as additional insureds, using a pre-2004 additional insured endorsement (or equivalent). To the extent allowable by applicable law, the insurer shall waive all rights of subrogation and contribution it may have against City and City's officers, officials, members, employees, agents, and representatives, and their respective insurers. All of said policies of insurance shall provide that said insurance may not be materially amended or cancelled without providing thirty (30) days' prior written notice to City. In the event any of said policies of insurance are cancelled, Developer shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City Manager.

Not later than the Effective Date of this Agreement, Developer shall provide the City Manager with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders shall be subject to the reasonable approval of the City Manager. Upon the request of the City Manager, Developer shall provide City with complete copies of each policy of insurance required by this Agreement.

The policies of insurance required by this Agreement shall be satisfactory only if issued by companies (i) licensed and admitted to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, or (ii) authorized to do business in California, rated "A+" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Registry and only if they are of a financial category Class XV. Notwithstanding the foregoing, in the event that the policies required hereunder are not available from such insurers at commercially reasonable rates, the City Manager shall have the authority, in his or her sole and absolute discretion, to waive one or more of such requirements provided the proposed policies will adequately protect City's interests hereunder.

City may reasonably require coverage increases, provided that the percentage increase in coverage shall not be required to exceed the percentage increase in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, Los Angeles-Riverside-Orange County Average, All Items (1984 = 100) (the "Index"), from and after the date of this Agreement, or, if said Index is discontinued, such official index as may then be in existence and which is most nearly equivalent to said Index (the "CPI Adjustment"). Unless otherwise approved in advance by the City Manager, the insurance to be provided by Developer may provide for a deductible or self-insured retention of not more than Fifty Thousand Dollars (\$50,000); provided, however, that the deductible or self-insured retention for the earthquake coverage may be up to, but not exceed, ten percent (10%) of the replacement cost of the damaged Luxury Hotel, Lifestyle Hotel, and/or Conference and Shared Service Facility (as applicable).

Developer agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Developer may be held responsible for the payment of damages to any persons or property resulting from Developer's activities or the activities of any person or persons for which Developer is otherwise responsible.

307. Indemnity. Commencing on the Effective Date, Developer shall defend, with counsel approved by City in City's sole and absolute discretion, indemnify, assume all responsibility for, and hold the Indemnitees harmless from all claims, demands, damages, defense costs or liability of any kind for damage to property or injuries to persons, including accidental death (including reasonable attorneys' fees and costs), which may be caused by any acts or omissions of Developer under this Agreement, whether such activities or performance thereof be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement including, but not limited to, Developer's failure to pay, if required, prevailing wages on the construction

and development of any Project Component. Developer shall not be liable for any damages to the extent occasioned by the gross negligence or willful misconduct of City or City's agents, employees or consultants.

308. Rights of Access During Construction. Prior to the Completion of Construction Date, for purposes of assuring compliance with this Agreement, representatives of City shall have the right of access to the Property, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Project so long as City representatives comply with all safety rules and do not interfere with construction. City (or its representatives) shall, except in emergency situations, notify Developer prior to exercising its rights pursuant to this Section 308. City shall indemnify, defend, and hold Developer harmless from and against all costs, claims, demands, damages, defense costs, or liability arising from City's exercise of its right of access hereunder, including without limitation reasonable attorneys' fees and costs.

309. Compliance With Laws; Payment of Taxes.

309.1 Compliance with Laws. Developer shall carry out the design, construction and operation of the Project and each Project Component in conformity with all applicable laws, regulations, and rules of the governmental agencies having jurisdiction, including without limitation City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., the Unruh Civil Rights Act, Civil Code Section 51, et seq., and the California Building Standards Code, Health and Safety Code Section 18900, et seq., and all federal, state, and local labor laws and regulations, including, without limitation, if applicable, the requirements to pay prevailing wages under federal law (the Davis Bacon Act, 40 U.S.C. Section 3141, et seq., and the regulations promulgated thereunder set forth at 29 CFR Part 1 (collectively, "Davis Bacon")) and California law (Labor Code Section 1720, et seq.). The Parties acknowledge that a financing structure utilizing certain federal and/or state funding sources and financing scenarios may trigger compliance with applicable state and federal prevailing wage laws and regulations.

Developer shall be solely responsible, expressly or impliedly, and legally and financially, for determining and effectuating compliance with all applicable federal, state and local public works requirements, prevailing wage laws, and labor laws and standards, and City makes no representation, either legally and/or financially, as to the applicability or non-applicability of any federal, state and local laws to the Project or any Project Component, either onsite or offsite. Developer expressly, knowingly and voluntarily acknowledges and agrees that City has not previously represented to Developer or to any representative, agent or affiliate of Developer, or its contractor or any subcontractor(s) for the construction or development of the Project or any Project Component, in writing or otherwise, in a call for bids or otherwise, that the work and

construction undertaken pursuant to this Agreement is (or is not) a “public work,” as defined in Section 1720 of the Labor Code or under Davis Bacon.

Developer knowingly and voluntarily agrees that Developer shall have the obligation to provide any and all disclosures or identifications as required by Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation. In addition to any other Developer indemnifications of City set forth in this Agreement, Developer shall indemnify, protect, pay for, defend (with legal counsel reasonably acceptable to City) and hold harmless City from and against any and all loss, liability, damage, claim, cost, expense and/or “increased costs” (including reasonable attorneys’ fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Project, or any Project Component, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (i) the noncompliance by Developer with any applicable local, state and/or federal law or regulation, including, without limitation, any applicable federal and/or state labor laws or regulations (including, without limitation, if applicable, the requirement to pay state and/or federal prevailing wages); (ii) the implementation of Section 1781 of the Labor Code and/or of Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation; and/or (iii) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation. It is agreed by the Parties that, in connection with the development and construction (as defined by applicable law or regulation) of the Project, including, without limitation, any and all public works (as defined by applicable law or regulation), Developer shall bear all risks of payment or non-payment of prevailing wages under applicable federal, state and local law or regulation and/or the implementation of Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, and/or any other similar law or regulation. “Increased costs,” as used in this Section 309.1, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Project by Developer.

309.2 Taxes and Assessments. Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property (after such time that Developer acquires fee title to the Property), subject to Developer’s right to contest in good faith any such taxes. Developer agrees on behalf of itself, and on behalf of all persons or entities that may own an interest in the portions of the Property developed with the Luxury Hotel, Lifestyle Hotel, or Conference and Shared Service Facility in the future, that during the term of any applicable TOT Covenant Agreement, neither Developer nor any such person or entity shall (i) apply for or receive any exemption from the payment of property taxes or assessments on any interest in or to the Project or any portion thereof, or (ii) take action, including any assessment appeal, to decrease the assessed value of any of the Luxury Hotel, the Lifestyle Hotel, or the Conference and Shared Service Facility below the aggregate third-party costs incurred by Developer to construct each of said Project Components.

310. Release of Construction Covenants. Upon City's issuance of the last and final certificate of occupancy for a Project Component, Developer shall be entitled to a Release of Construction Covenants for the applicable Project Component. City shall not unreasonably withhold any such Release of Construction Covenants, and if Developer is entitled thereto pursuant to the foregoing sentence, City shall furnish to Developer a recordable Release of Construction Covenants for the applicable Project Component within fifteen (15) days after Developer's request thereof. The Release of Construction Covenants shall be a conclusive determination of satisfactory completion of the applicable Project Component and the Release of Construction Covenants shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the real property for which a Release of Construction Covenants has been issued shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as described in Article 500 of this Agreement.

If City refuses or fails to furnish a Release of Construction Covenants after written request from Developer, City shall, within fifteen (15) days after written request therefor, provide Developer with a written statement of the reasons City refused or failed to furnish a Release of Construction Covenants. The statement shall also contain City's opinion of the actions Developer must take to obtain a Release of Construction Covenants for the applicable Project Component. A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the applicable Project Component, or any part thereof. The Release of Construction Covenants is not a notice of completion as referred to in Section 309.3 of the California Civil Code.

311. Financing of the Project.

311.1 Approval of Financing. As a condition to obtaining a building permit for a Project Component, Developer shall submit to City evidence that Developer (i) has obtained construction financing from a commercial lender necessary to undertake the construction of the applicable Project Component, in accordance with this Agreement (a "Construction Loan"); (ii) if desired by Developer, has obtained "mezzanine" financing in a form reasonably acceptable to City; and (iii) has obtained sufficient equity capital to cover the difference between (a) the sum of the Construction Loan and the mezzanine financing, and (b) the total cost of developing the applicable Project Component ("Developer's Equity Contribution"). City shall, in its reasonable discretion, approve or disapprove such evidence of financing within thirty (30) days after receipt of a complete submission for the applicable Project Component. If City shall disapprove any such evidence of financing, City shall do so by Notice to Developer stating with reasonable specificity the reasons for such disapproval and Developer shall promptly obtain and submit to City new evidence of financing. City shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 311.1 for the approval or disapproval of the evidence of financing as initially submitted to City. Such evidence of financing shall include the following: (I) a copy of a loan agreement entered into between Developer and one or more financial institutions for the Construction Loan, and (II) documentation satisfactory to City as evidence of the

“Mezzanine” financing and Developer’s Equity Contribution. Notwithstanding anything to the contrary in this Section 311.1, with respect to the Promenade Mixed Use Village, the Resort Residential Village, the Luxury Branded Residential Development, and the Lifestyle Branded Residential Development, Developer’s sole obligation under this Section shall be to provide City, as a condition to obtaining a building permit for the construction of any Resort Residential Dwelling Unit located with such Project Components, with evidence of sufficient financing and equity to pay for the budgeted cost to complete construction of such Resort Residential Dwelling Unit.

311.2 Changes Requested by Lenders. In the event that a lender which has been approved pursuant to Section 311.1 hereof requires one or more amendments to this Agreement, or any of the attachments hereto, which amendments are acceptable to the City Manager and do not materially affect City’s interest hereunder, the City Manager is hereby authorized to make such amendments without further authorization from the City Council; provided, however, that the foregoing is not intended to restrict or limit City’s legislative discretion.

311.3 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Developer, whenever City may deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the Project or any Project Component, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage or deed of trust which has previously requested such notice in writing. Each such holder shall (insofar as the rights granted by City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Property (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

311.4 Failure of Holder to Complete Project. In any case where, sixty (60) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Property or any part thereof receives a notice from City of a default by Developer in completion of construction of the Project, or any Project Component under this Agreement, and such holder has not elected to commence a cure of such default as set forth in this Section 311, or if it has elected to commence such a cure but thereafter defaults hereunder and failed to timely cure such default, City may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust, including without limitation, any prepayment fees and costs. If the ownership of the Property or any part thereof has vested in the holder, City, if it so desires, shall be entitled to a conveyance from the



holder to City upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The net expense, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Property or part thereof;

(d) The costs of any improvements or expenditures made by such holder;

(e) An amount equivalent to the interest that would have accrued on the aggregate of the amounts set forth in (a) through (d) above had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by City; and

(f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by Developer.

City shall exercise its rights hereunder to a conveyance of the Property from the holder, if at all, within sixty (60) days after the sixty (60) day period referenced above has lapsed.

311.5 Right of City to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by Developer under its loan documents prior to the completion of the construction of the Project or any Project Component, Developer shall immediately deliver to City a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not elected to cure any default by Developer under this Agreement, City shall have the right but no obligation to cure the default, following at least thirty (30) days prior written notice to Developer. In such event, City shall be entitled to reimbursement from Developer of all reasonable costs and expenses incurred by City in curing such default. City shall also be entitled to a lien upon the Property, or portion of the Property against which the mortgage or deed of trust is recorded, to the extent of such costs and disbursements actually made by City.

311.6 Holder Not Obligated to Construct Project. The holder of any mortgage or deed of trust encumbering the Property shall not be obligated by the provisions of this Agreement to construct or complete the Project, or any portion thereof, or to guarantee such construction or completion; nor shall any such covenant or any other provision in this Agreement be construed so to obligate such holder.

312. Developer CC&Rs. Prior to City's issuance of a final certificate of occupancy for any of individual Resort Residential Dwelling Units in the Luxury Branded Residential Development, Lifestyle Branded Residential Development, Resort Residential Village, or Promenade Mixed-Use Village, Developer shall have submitted to City, obtained City's approval of (such approval not to be unreasonably withheld, conditioned or delayed), and recorded against the underlying real property a declaration of covenants, conditions, and restrictions that (i) establishes a homeowners' association, (ii) is necessary to create a condominium regime for the condominiums described on the condominium plan to be recorded in accordance with all applicable laws (for the Lifestyle Branded Residential Development and portions of the Resort Residential Village developed with condominium-style units); (iii) clearly sets forth the maintenance obligations of the owners of the Resort Residential Dwelling Units; and (iv) includes a disclosure regarding the public ownership and control of the Golf Course and a statement that Developer does not and cannot guarantee (a) that City will not make changes to the Golf Course(s) or to the underlying real property, or (b) the timing of or actual development or use of the remaining undeveloped real property located within the SilverRock Resort Area (the "Developer CC&Rs"). The Developer CC&Rs shall provide that the City is a third party beneficiary thereof with the right, but not the obligation, to enforce the terms thereof which are required by this Section 312, and shall require the written approval of the City prior to any amendments thereto to any of the provisions which are required hereby.

313. Interference with Golf Course. Developer shall carry out the construction of the Project so as to minimize interference with the Golf Course, including, without limitation, taking all necessary actions to ensure that dust (i) does not blow off or leave any portion of the Property under development and enter onto any portion of the Golf Course; or (ii) is not tracked from any portion of the Property under development onto any of the roadways within the SilverRock Resort Area. Developer shall screen any portion of the Property under development to minimize the visual impacts of such development on persons using the Golf Course. Developer acknowledges that City has previously, and may in the future, enter into a Use Agreement with the Desert Classic Charities or successor charitable entity, pursuant to which the Golf Course may be utilized an annual golf tournament. In any year when said tournament is held at the Golf Course, no construction activities shall take place during the televised portion of the tournament unless authorized, in writing, by the City Manager, and Developer and Developer's contractors and subcontractors shall ensure that during the tournament all construction sites are left in a neat and orderly condition. Developer additionally agrees to coordinate with the tournament officials to ensure that construction activities do not interfere with the tournament.

314. Pipeline Across Luxury Branded Residential Development. City has installed a pipeline across the portion of the Property to be developed with the Luxury Branded Residential Development (the "City Pipeline"). Developer hereby acknowledges that City's conveyance of the Phase 1 Property shall be subject to an easement reserved by City for purposes of accessing, maintaining, and repairing the City Pipeline (the "City Pipeline Easement"), which easement shall be in form and substance reasonably acceptable to Developer. Developer shall use commercially reasonable efforts to design the Luxury Branded Residential Development in a manner

as to not interfere with the City Pipeline Easement; provided, however, that if Developer is unable to do so, Developer may, at its sole cost and at no cost to City, relocate the City Pipeline to a location and in a manner acceptable to the City Engineer and Community Development Director, in each of their reasonable discretion, in accordance with all City standards and requirements for such relocation. Any such relocation shall be fully performed (i) during the summer or late spring, when play at the Golf Course is at a minimum, or (ii) during other times of the year pursuant to the terms of a written work plan and schedule approved by the Director of Public Works designed to minimize interference to the operation of the Golf Course. Once Developer has completed the relocation of the City Pipeline, as determined by the City Engineer and Community Development Director, Developer shall convey to City an easement to access, maintain, and repair the relocated City Pipeline, and City shall quitclaim any portions of the City Pipeline Easement which are no longer necessary for the exercise of its rights under the terms thereof.

315. Temporary Clubhouse. In the event that prior to the time Developer completes development of the Permanent Golf Clubhouse Developer's construction activities hereunder will (i) result in the removal of the existing temporary golf clubhouse, or (ii) render the location of the existing temporary golf clubhouse impractical, as determined by City, then Developer shall erect or install a new temporary golf clubhouse to serve the Golf Course until such time as the Permanent Golf Clubhouse has been completed and opened to the public. Said new temporary golf clubhouse shall be constructed according to minimum standards reasonably required by City and the current operator of the Golf Course, and may be a modular or similar facility, but shall provide the same or equivalent services, and operate during the same hours, as the existing temporary golf clubhouse. City shall have the right to review and approve Developer's proposals for any such new temporary golf clubhouse.

316. Golf Course Realignment. Developer intends for the Luxury Hotel to be constructed in a location which will require the displacement of one hole and the realignment of several other holes at the Golf Course. Developer shall work with Arnold Palmer Golf Design to develop a work plan and schedule for the Golf Course Realignment, which shall consist of the relocation and redesign of the displaced hole and realignment of the other affected holes, which work plan and schedule shall be subject to the approval of the City, provided such approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, however, the schedule shall provide that all of such Golf Course Realignment work will occur during the Summer or late Spring, when play at the Golf Course is at a minimum. Developer shall bear all costs and expenses related to the Golf Course Realignment.

317. Permanent Clubhouse Lease. Upon completion of construction of the Permanent Clubhouse, the Parties contemplate entering into a lease agreement pursuant to which Developer will lease the Permanent Clubhouse to City. The Parties agree to negotiate diligently to reach agreement on the terms of such lease agreement.

318. Compliance with State Construction General Permit. Developer acknowledges and agrees that pursuant to Application No. 205291, City has obtained Construction General Permit No. 7 33C325084 under the General Permit for Discharge

of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ) with respect to the Property (the "GC Permit"). In connection with any entry by Developer or any Developer Representatives onto any portion of the Property for any reason, including, but not limited to, for site inspections, testing, evaluation, or construction of the Project or any portion thereof, Developer shall comply with all applicable requirements of the GC Permit. Developer shall indemnify, assume all responsibility for, and hold City and City's representatives, volunteers, officers, officials, members, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind arising from Developer's failure to strictly comply with all applicable requirements of the GC Permit. As one of City's Conditions Precedent to the Closing, Developer shall file a Notice of Intent with the SWRCB that notifies the SWRCB that Developer is the legally responsible party for complying with the GC Permit with respect to the Phase 1 Property or Phase 2 Property (as applicable).

319. City Payment for Ahmanson Ranch House. The Ahmanson Ranch House shall remain owned in fee by City. In addition to satisfying all of the conditions to develop set forth in Section 304 hereof, prior to commencing construction of the Ahmanson Ranch House Component, (i) Developer shall prepare and submit to City for review and approval a detailed development budget for the same, (ii) Developer shall obtain a right of entry and/or any other permits or approvals required by City to enter upon the real property underlying the Ahmanson Ranch House and construct the Ahmanson Ranch House component, and (iii) City and Developer shall diligently negotiate the terms on which City will repay Developer for the costs Developer incurs in developing the Ahmanson Ranch House, with such costs not to exceed the amount set forth in said City-approved development budget; provided, however, that City shall complete said repayment within a reasonable time, not to exceed thirty (30) years, and shall be required to pay interest on the outstanding sum, on commercially reasonable terms.

#### 400. USE AND OPERATION OF THE PROPERTY

401. Operation of the Project. The Hotel Operator for the Luxury Hotel (the "Luxury Hotel Operator") shall retain full management and operational control over all components of the Luxury Hotel, including the rental of Resort Residential Dwelling Units in the Luxury Branded Residential Development on behalf of owners of such Resort Residential Dwelling Units wishing to rent their units through the front desk of the Luxury Hotel. The Hotel Operator for the Lifestyle Hotel (the "Lifestyle Hotel Operator") shall retain full management and operational control over all components of the Lifestyle Hotel, including the rental of Resort Residential Dwelling Units in the Lifestyle Branded Residential Development on behalf of owners of such Resort Residential Dwelling Units wishing to rent their units through the front desk of the Lifestyle Hotel.

#### 402. Use in Accordance with Redevelopment Plan.

402.1 Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Property or any part thereof, that upon Developer's acquisition of the Property and during construction and operation of the Project, Developer shall devote the Property to the uses specified in the Redevelopment

Plan and this Agreement for the term of the land use controls of the Redevelopment Plan.

402.2 All uses conducted on the Property, including, without limitation, all activities undertaken by Developer pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the Municipal Code. The foregoing covenants with respect to the Redevelopment Plan shall run with the land until the expiration of the land use controls of the Redevelopment Plan.

403. Maintenance Covenants. Developer shall maintain the Phase 1 Property and the Phase 2 Property from and after the Phase 1 Closing and the Phase 2 Closing, respectively, and all improvements thereon, including all landscaping, in a first class condition, and in compliance with the terms of the Redevelopment Plan, and all applicable provisions of the Municipal Code.

404. Obligation to Refrain from Discrimination. Developer covenants and agrees for itself, its successors, its assigns and all persons claiming under or through them to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, or sublessees of the Property. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

405. Covenants Regarding Nondiscrimination. Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person, or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, or any part thereof, nor shall Developer, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property, or any part thereof. The foregoing covenants shall run with the land.

Developer agrees for itself and any successor in interest that Developer shall refrain from restricting the rental, sale, or lease of any portion of the Property, or contracts relating to the Property, on the basis of race, color, creed, religion, sex, marital status, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

405.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons

claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

405.2 In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: “That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

405.3 In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

The foregoing covenants against discrimination shall remain in effect in perpetuity.

406. Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right, without regard to whether City has been, remains or is an owner of any land or interest therein in the Property. City shall have the right, if this Agreement or the covenants herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such

breaches and to avail itself of the rights granted herein to which it may be entitled, except as may be otherwise set forth in this Agreement. The covenants contained in this Agreement shall not benefit or be enforceable by any owner of any other real property, or any person or entity having an interest in such other real property. The covenants contained in this Agreement shall remain in effect for the periods described herein, specifically including, without limitation, the following:

(a) The covenants in Section 401 shall remain in effect until the expiration or earlier termination of both of the TOT Covenant Agreements; provided, however, that an earlier termination of either or both of the TOT Covenant Agreements by City as the result of a Developer default thereunder shall not terminate the covenants in this Section 401, which, in such event, shall not terminate until the date they would have terminated pursuant to the later to expire of the TOT Covenant Agreements had the TOT Covenant Agreement(s) not been terminated early by City.

(b) The environmental covenants set forth in Sections 207.3, 207.4, and 207.5 shall remain in effect in perpetuity.

(c) The covenants pertaining to use of the Property which are set forth in Section 402 shall remain in effect (i) with respect to the Redevelopment Plan, until the expiration of the land use controls of the Redevelopment Plan, and (ii) with respect to the Municipal Code, in perpetuity; provided, however, Developer shall not be held responsible for the lack of compliance by any individual Resort Residential Dwelling Unit with the foregoing covenants.

(d) The covenants pertaining to maintenance of the Property, and all improvements thereon, as set forth in Section 403, shall remain in effect (i) with respect to the Redevelopment Plan, until the expiration of the land use controls of the Redevelopment Plan, and (ii) with respect to the Municipal Code, in perpetuity; provided, however, Developer shall not be held responsible for the lack of compliance by any individual Resort Residential Dwelling Unit with the foregoing covenants.

(e) The covenants against discrimination, as set forth in Section 404, shall remain in effect in perpetuity.

(f) The indemnity obligations, as set forth in Section 207.5 and in Section 307 hereof, shall remain in effect in perpetuity.

#### 407. Representations and Warranties.

407.1 City Representations. City represents and warrants to Developer as follows as of the Effective, the Phase 1 Closing Date, and the Phase 2 Closing Date:

(a) Authority. City is a California municipal corporation and charter city, organized and existing under the Constitution of the State of California. City has full right, power and lawful authority to acquire, grant, sell and convey the Property as provided herein, and the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

(b) FIRPTA. City is not a “foreign person” within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) No Conflict. To City’s actual knowledge, City’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(d) Conformance with Redevelopment Plan. The development and use of the Project as required hereunder is in conformance with the Redevelopment Plan and City’s Long Range Property Management Plan.

(e) No City Bankruptcy. City has not (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors; (c) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets which remains pending; (d) admitted in writing its inability to pay its debts as they come due; or (e) made an offer of settlement, extension or composition to its creditors generally.

Until the Phase 2 Closing, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 407.1 or in Section 207.6 not to be true as of the Phase 1 Closing Date or the Phase 2 Closing Date, immediately give written notice of such fact or condition to Developer. Upon receipt of such notice, Developer shall have a right, exercisable within ten (10) Business Days thereafter (and the Phase 1 Closing or Phase 2 Closing, as applicable, shall be delayed accordingly, if necessary to accommodate such ten (10) Business Days) to proceed with the transaction, or to terminate this Agreement. If Developer elects to close the Phase 1 Escrow or Phase 2 Escrow (as applicable) following disclosure of such information, City’s representations and warranties contained herein shall be deemed to have been made as of the Phase 1 Closing or Phase 2 Closing (as applicable), subject to such exception(s). If, following the disclosure of such information, Developer elects to not close the Phase 1 Escrow or Phase 2 Escrow (as applicable), then this Agreement as to the Phase 1 Escrow or Phase 2 Escrow (as applicable) shall automatically terminate, Developer shall be reimbursed the theretofore undisbursed balance of any deposits made into said Phase 1 Escrow or Phase 2 Escrow (as applicable), and neither Party shall have any further rights, obligations or liabilities hereunder; except for the indemnity obligations of Developer under this Agreement and any other obligations that expressly survive the termination of this Agreement; provided, however, that in the event the Phase 1 Escrow closes, a failure to close the Phase 2 Escrow shall not terminate this Agreement. In the event the Phase 1 Escrow fails to close, this Agreement shall automatically terminate and neither Party shall have any further rights or obligations hereunder, except for the indemnity obligations of Developer under this Agreement and any other obligations that expressly survive the termination of this Agreement and except that both Parties agree to take whatever actions are reasonably necessary to terminate any other agreements that may



have been executed in furtherance hereof. The representations and warranties set forth in this Section 407.1 shall survive each of the Phase 1 Closing and Phase 2 Closing.

407.2 Developer's Representations. Developer represents and warrants to City as follows, as of the Effective Date, the Phase 1 Closing Date and the Phase 2 Closing Date:

(a) Authority. Developer is a duly organized limited liability company formed within and in good standing under the laws of the State of Delaware, and is authorized to conduct business in the State of California. Developer has full right, power and lawful authority to purchase and accept the conveyance of the Property, and to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

(b) Experience. Developer is experienced in the development of the type of commercial projects which would satisfy the development requirements set forth herein.

(c) No Conflict. To the best of Developer's knowledge, Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(d) No Developer Bankruptcy. Developer has not (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors; (c) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets which remains pending; (d) admitted in writing its inability to pay its debts as they come due; or (e) made an offer of settlement, extension or composition to its creditors generally.

Until the Phase 2 Closing, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 407.2 not to be true as of the Phase 1 Closing Date or the Phase 2 Closing Date, immediately give written notice of such fact or condition to City. Upon receipt of such notice, City shall have a right, exercisable within ten (10) Business Days thereafter (and the Phase 1 Closing or Phase 2 Closing, as applicable, shall be delayed accordingly, if necessary to accommodate such ten (10) Business Days) to proceed with the transaction, or to terminate this Agreement. If City elects to close the Phase 1 Escrow or Phase 2 Escrow (as applicable) following disclosure of such information, Developer's representations and warranties contained herein shall be deemed to have been made as of the Phase 1 Closing or Phase 2 Closing (as applicable), subject to such exception(s). If, following the disclosure of such information, City elects to not close the Phase 1 Escrow or Phase 2 Escrow (as applicable), then this Agreement as to the Phase 1 Escrow or Phase 2 Escrow (as applicable) shall automatically terminate, City shall be reimbursed the theretofore undisbursed balance of any deposits made into said Phase 1 Escrow or Phase 2 Escrow (as applicable), and neither Party shall have any

further rights, obligations or liabilities hereunder except for the indemnity obligations of Developer under this Agreement and any other obligations that expressly survive the termination of this Agreement; provided, however, that in the event the Phase 1 Escrow closes, a failure to close the Phase 2 Escrow shall not terminate this Agreement. In the event the Phase 1 Escrow fails to close, this Agreement shall automatically terminate and neither Party shall have any further rights or obligations hereunder, except for the indemnity obligations of Developer under this Agreement and any other obligations that expressly survive the termination of this Agreement, and except that both Parties agree to take whatever actions are reasonably necessary to terminate any other agreements that may have been executed in furtherance hereof. The representations and warranties set forth in this Section 407.1 shall survive each of the Phase 1 Closing and Phase 2 Closing.

408. Rights of Access During Operation. During the term of this Agreement, for purposes of assuring compliance with this Agreement, representatives of City shall have the right of access to the Property, without charges or fees, during business hours (e.g., Monday-Friday, 8:00 a.m. to 5:30 p.m.) for the purposes of this Agreement, so long as City representatives comply with all safety rules and do not interfere with the operation of the applicable Project Component(s). City (or its representatives) shall, except in emergency situations, notify Developer prior to exercising its rights pursuant to this Section 408. City shall indemnify, defend, and hold Developer harmless from and against all costs (including, without limitation, reasonable attorneys' fees), claims, damages, liability and judgments arising from City's exercise of its right of access hereunder.

## 500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A Party claiming a Default shall give written notice of Default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against the other Party, and the other Party shall not be in Default if such Party cures such default within thirty (30) days from receipt of such notice, or if the nature of such default is that it cannot reasonably be expected to be cured within such thirty (30) day period, if such Party, with due diligence, commences to cure, correct or remedy such failure or delay within thirty (30) days from receipt of such notice, and completes such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, or to obtain any other remedy consistent with the purpose of this Agreement. City shall also have the right to pursue damages for Developer's defaults, but in no event shall Developer be entitled to damages of any kind from City, except for damages for actual out-of-pocket costs incurred by Developer and paid or payable to attorneys, third party consultants,

contractors, and similar parties resulting from a material misrepresentation of City's express representations in Section 207.6 or in Section 407.1, or nonperformance by City of its covenants under this Agreement, but excluding damages for economic loss, lost profits, or any other economic or consequential damages of any kind. Any such out-of-pocket costs shall be set forth in the Final Project Budget (or Alternate Development Phasing Budget if an Alternate Development Phasing Trigger has occurred pursuant to Section 305.3 hereof) and documented by invoices submitted to City. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California, or in the District of the United States District Court in which such county is located.

503. Termination Prior to the Close of the Phase 1 Escrow.

503.1 Termination by Developer. In the event that prior to the close of the Phase 1 Escrow (a) one or more of Developer's Conditions Precedent to the Closing for the Phase 1 Escrow is not fulfilled on or before the time set forth herein or in the Schedule of Performance and such failure is not caused by Developer, or (b) any default of City under this Agreement prior to the close of the Phase 1 Escrow is not cured within the time set forth in Section 501 hereof, after written demand by Developer, then this Agreement may, at the option of Developer, be terminated by written Notice thereof to City. From the date of the written Notice of termination of this Agreement by Developer to City and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the Parties with respect to the Property, or any portion thereof, by virtue of or with respect to this Agreement, except for Developer's limited right to recover from City its out-of-pocket costs pursuant and subject to Section 502 hereof.

503.2 Termination by City. In the event that prior to the close of the Phase 1 Escrow (a) Developer (or any successor in interest) assigns this Agreement or any rights herein or in any portion of the Property or Project Component in violation of this Agreement, or assigns the Development Agreement or any rights therein; or (b) one or more of City's Conditions Precedent to the Closing is not fulfilled on or before the Outside Date for Phase 1 Closing (as it may be extended) and such failure is not caused by City; or (c) Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 501 hereof, after written demand by City; or (d) Developer is the subject of a bankruptcy proceeding, whether voluntarily or involuntarily commenced, then this Agreement shall, at the option of City, be terminated by City by written Notice thereof to Developer. From the date of the written Notice of termination of this Agreement by City to Developer and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the Parties, except for City's right to recover from Developer damages pursuant to Section 502 hereof, and except further that City shall have any and all rights available to City as set forth in Section 505 and Section 506 hereof.

504. Termination Prior to Phase 2 Closing.

504.1 Termination by Developer. In the event that, after the close of the Phase 1 Escrow but prior to the Phase 2 Closing (a) one or more of Developer's

Conditions Precedent to the Closing for the Phase 2 Escrow is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by Developer, or (b) any default of City under this Agreement prior to the Phase 2 Closing is not cured within the time set forth in Section 501 hereof, after written demand by Developer, then this Agreement with respect to the Phase 2 Escrow may, at the option of Developer, be terminated by written Notice thereof to City. From the date of the written Notice of termination of this Agreement by Developer to City, this Agreement shall be deemed terminated with respect to the Phase 2 Escrow and there shall be no further rights or obligations between the Parties with respect to the Phase 2 Property by virtue of or with respect to this Agreement, except for Developer's limited right to recover from City its out-of-pocket costs pursuant and subject to Section 502 hereof.

504.2 Termination by City. In the event that, after the close of the Phase 1 Escrow but prior to the close of the Phase 2 Escrow (a) Developer (or any successor in interest) assigns this Agreement or any rights herein or in any portion of the Property or a Project Component in violation of this Agreement, or assigns the Development Agreement or any rights therein; or (b) one or more of City's Conditions Precedent to the Closing for the Phase 2 Escrow is not fulfilled on or before the Outside Date for Phase 2 Closing (as it may be extended) and such failure is not caused by City; or (c) Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 501 hereof, after written demand by City; or (d) Developer is the subject of a bankruptcy proceeding, whether voluntarily or involuntarily commenced, then this Agreement with respect to the Phase 2 Escrow shall, at the option of City, be terminated by City by written Notice thereof to Developer. From the date of the written Notice of termination of this Agreement by City to Developer, this Agreement with respect to the Phase 2 Escrow shall be deemed terminated and there shall be no further rights or obligations between the Parties with respect to the Phase 2 Property by virtue of or with respect to this Agreement, except for City's right to recover from Developer damages pursuant to Section 502 hereof, and except further that City shall have any and all rights available to City as set forth in Section 505 and Section 506 hereof.

505. City Option to Acquire Plans. If this Agreement is terminated by City as a result of a Default by Developer, at the option of City and without any additional consideration, which option may be exercised in City's sole and absolute discretion, Developer shall deliver to City an executed assignment in a form reasonably acceptable to City of Developer's right to use all plans, blueprints, drawings, sketches, specifications, tentative or final subdivision maps, landscape plans, utilities plans, soils reports, noise studies, environmental assessment reports, grading plans and any other materials relating to the construction of the Project on the Property (the "Plans"), together with copies of all of the Plans, as have been prepared for the development of the Project to date of the termination. Notwithstanding the foregoing, however, Developer does not covenant to convey to City the copyright or other ownership rights of third parties. City understands and agrees that the assignment to City under this Section 505 is subject and subordinate to any assignment which Developer may make to a lender providing financing for the Project, and City agrees to execute any documents required by such lender acknowledging and effectuating such subordination of City's rights in and to the assignment. City's acquisition or use of the Plans or any of

them shall be without any representation or warranty by Developer as to the accuracy or completeness of any such Plans, and City shall assume all risks in the use of the Plans.

506. Option Agreement. In addition to any other rights and remedies available to City hereunder, City shall be entitled, in its sole and absolute discretion, to repurchase the Property, or applicable portion thereof, with all of the improvements thereon, from Developer in the event that, (i) Developer fails to commence construction of the Master Site Infrastructure Improvements or a Project Component within the time periods set forth in the Schedule of Performance, (ii) after commencement of construction, Developer fails to continuously proceed with, and complete, construction of the Master Site Infrastructure Improvements or the Project Component within the time periods set forth in the Schedule of Performance, or (iii) Developer transfers or suffers an involuntary transfer of the Property, or a portion thereof, in violation of the terms hereof. Said repurchase rights shall be as set forth in an option agreement to be recorded against the Phase 1 Property at the Phase 1 Closing and against the Phase 2 Property at the Phase 2 Closing. The Option Agreement is substantially in the form attached hereto and incorporated herein as Attachment No. 7 ("Option Agreement"). If requested by Developer's construction lender, City agrees to enter into a subordination or similar agreement in accordance with the terms and conditions set forth in Section 7(g) of the Option Agreement.

507. Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Manager or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon any officer of Developer, whether made within or outside the State of California, or in such other manner as may be provided by law.

508. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

509. Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

510. Applicable Law. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles.

511. Non-Liability of Officials and Employees of City. No member, official or employee of City shall be personally liable to Developer, or any successor in interest, in

the event of any Default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

512. Attorneys' Fees. In any action between the Parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing Party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs, reasonable attorneys' fees and expert witness fees.

## 600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either Party may desire to give to the other Party under this Agreement must be in writing and shall be sufficiently given if (i) delivered by hand, (ii) delivered by reputable same-day or overnight messenger service that provides a receipt showing date and time of delivery, or (iii) dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Developer at the addresses specified below, or at any other address as that Party may later designate by Notice.

To City:	City of La Quinta 78-495 Calle Tampico La Quinta, California 92253 Phone No.: 760-777-7031 Attention: City Manager
With a copy to:	Rutan & Tucker, LLP 611 Anton Boulevard, Suite 1400 P.O. Box 1950 Costa Mesa, California 92628 Phone No.: 714-641-5100 Attention: William S. Ihrke, Esq.
To Developer:	SilverRock Development Company, LLC c/o Meriwether Companies 11999 San Vicente Boulevard, Suite 220 Los Angeles, California 90049 Phone: 424-272-0470 Attention: Graham Culp
With a copy to:	Glaser Weil Fink Howard Avchen & Shapiro, LLP 10250 Constellation Boulevard, 19th Floor Los Angeles, California 90067 Phone: 310-556-7844 Attention: Saul Breskal, Esq.



603.1 Transfers of Interest in Property or Agreement Prior to City's Issuance of a Release of Construction Covenants. Except as provided in this Section 603.1, until the date City issues a Release of Construction Covenants for a particular Project Component (the "Fee Transfer Release Date"), (1) no voluntary successor in interest of Developer shall acquire any rights or powers under this Agreement with respect to said Project Component; (2) Developer shall not make any total or partial sale, transfer, conveyance, assignment, or lease of the whole or any part of the Project Component or underlying real property; and (3) no changes shall occur with respect to the ownership and/or control of Developer, including, without limitation, stock transfers, sales of issuances, or transfers, sales or issuances of membership or ownership interests, or statutory conversions (any of the above, a "Transfer"). Prior to the Fee Transfer Release Date for a particular Project Component, City may approve or disapprove a proposed Transfer in its sole and absolute discretion; provided, however, City agrees to reasonably consider a Transfer to a transferee that has substantial experience in developing and operating developments comparable in all material respects to the Project or Project Component (as applicable), and the financial capability to develop and operate the Project or Project Component (as applicable), as determined pursuant to the factors set forth in Section 311.1 of this Agreement.

Notwithstanding the foregoing, City approval of a Transfer prior to the Fee Transfer Release Date for a particular Project Component shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Property to an appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Project.

(b) Any assignment for financing purposes (subject to such financing being permitted pursuant to Section 311 of this Agreement), including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Project or of a Project Component.

(c) The Transfer to a lender who has provided financing to Developer (subject to such financing being permitted pursuant to Section 311 of this Agreement) as a result of foreclosure by such lender of the deed of trust securing funds necessary for land acquisition, construction, and permanent financing of the Project or of a Project Component.

(d) The Transfer by Developer to an entity (i) whose managing member, manager, or managing general partner is (A) Developer, or (B) an entity which is at least fifty-one percent (51%) owned and controlled by Developer, Meriwether, or RGC, and (ii) which engages as the project/development manager for the Project Component an entity which is at least fifty-one percent (51%) owned and controlled by Developer, Meriwether or RGC.

(e) The sale by Developer of Resort Residential Dwelling Units to third party buyers.



603.2 Transfers of Operational Obligations. Notwithstanding anything in Section 603.1 to the contrary, (i) none of Developer, the Luxury Hotel Operator or the Lifestyle Hotel Operator (or any permitted successor in interest) shall make any Transfer of the operational and/or managerial control, including, but not limited to, financial and managerial decision-making, of the Luxury Hotel or Lifestyle Hotel; and (ii) no changes shall occur with respect to the ownership and/or control of Developer, RGC, or of Meriwether, including, without limitation, stock transfers, sales of issuances, or transfers, sales or issuances of membership or ownership interests, or statutory conversions (either of the above, a “Management Transfer”) without the prior written approval of City, in City’s sole and absolute discretion; provided, however, that transfers of the stock, ownership and/or membership interests of Developer, RGC or Meriwether may be made so long as such transfers do not result in the transfer, on a cumulative basis, of more than forty-nine percent (49%) of the outstanding and voting stock, ownership, and/or membership interests of Developer, RGC, or Meriwether. Notwithstanding the foregoing, City approval shall not be required for a Management Transfer of the Luxury Hotel to any of the entities approved by City to act as Luxury Hotel Operator, or for a Management Transfer of the Lifestyle Hotel to any of the entities approved by City to act as Lifestyle Hotel Operator, as set forth in Section 100 hereof (any of the foregoing, an “Approved Operator”). To the extent that the operating character or quality of any Approved Operator substantially changes between the Effective Date and the date of the proposed Management Transfer, Developer or Developer’s successor in interest shall demonstrate that the Approved Operator satisfies the requirements for transferee entities not designed as Approved Operators, as outlined below in this Section 603.2. Any proposed Management Transfer to an entity that is not designated as an Approved Operator shall be approved by the City Council of City, in its sole and absolute discretion. In connection with any proposed Management Transfer of the Luxury Hotel to any entity that is not designated as an Approved Operator for the Luxury Hotel, Developer or Developer’s successor in interest shall demonstrate that the proposed operator has experience and reputation for operating luxury hotels that is equivalent to the experience and reputation of an Approved Operator. In connection with any proposed Management Transfer of the Lifestyle Hotel to any entity that is not designated as an Approved Operator, Developer or Developer’s successor-in-interest shall demonstrate that the proposed operator has the experience and reputation in operating lifestyle hotels that is equivalent to the experience and reputation of an Approved Operator. Developer or Developer’s successor in interest shall provide such information as may be reasonably requested by City to enable City to review and approve (or disapprove) any proposed operator, and shall reimburse City for City’s costs incurred in considering any such request.

603.3 Assignment and Assumption of Obligations. Except for the sale of individual Resort Residential Dwelling Units, any Transfer (including Transfers not requiring prior City approval) by Developer of any interest in the Property or of any interest in this Agreement and all Management Transfers shall require the execution of an assignment and assumption of obligations substantially in the form attached hereto and incorporated herein as Attachment No. 9 (an “Assignment and Assumption Agreement”). Transfers of Developer’s rights and/or obligations under this Agreement made without an executed Assignment and Assumption Agreement are null and void. The requirement for the provision to City of an executed Assignment and Assumption

Agreement shall apply regardless of whether City approval is required for the Transfer. Developer agrees that (a) at least thirty (30) days prior to any Transfer it shall give written notice to City of such proposed Transfer; and (b) within five (5) days after any Transfer it shall provide City with a copy of the fully executed Assignment and Assumption Agreement evidencing that the assignee has assumed in writing all applicable obligations under this Agreement. A Party proposing to assign its obligations under this Agreement (i) shall remain liable for the obligations until and unless City has received a fully executed Assignment and Assumption Agreement, and (ii) shall remain liable for any default hereunder that occurred prior to the effective date of the assignment. Developer or Developer's successor in interest shall reimburse City for any costs (other than staff time) City incurs in reviewing any Assignment and Assumption Agreement required hereunder.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided, and the term "Developer" shall only mean the owner of a Project Component from time to time during the period of such entity's ownership, provided that the procedures set forth in this Agreement for that entity's acquisition and or disposition.

603.5 Assignment by City. City may assign or transfer any of its rights or obligations under this Agreement with the approval of Developer, which approval shall not be unreasonably withheld; provided, however, that City may assign or transfer any of its interests hereunder to a joint powers authority in which City is a member at any time without the consent of Developer.

604. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Project.

605. City Approvals and Actions. City shall maintain authority of this Agreement and the authority to implement this Agreement through the City Manager. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the business terms of this Agreement or the uses or development permitted on the Property, or materially or substantially add to the costs incurred or to be incurred by City as specified herein, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantial interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council. Wherever the approval of the City is required under this Agreement, other than approvals required of the City acting in its governmental capacity, such approval shall not be unreasonably withheld, conditioned or delayed, unless expressly stated to the contrary in this Agreement.

606. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement. This Agreement is executed in two (2) originals, each of which is deemed to be an original.

607. Integration. This Agreement contains the entire understanding between the Parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each Party is entering this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material. This Agreement includes Attachment Nos. 1 through 11, which are incorporated herein.

608. Real Estate Brokerage Commission. City and Developer each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee in connection with Developer's acquisition of the Property from City. The Parties agree to defend and hold harmless the other Party from any claim to any such commission or fee from any other broker, agent or finder with respect to this Agreement which is payable by such Party as a result of the actions of the indemnifying Party.

609. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

610. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation". This Agreement shall be interpreted as though prepared jointly by both Parties.

611. No Waiver. A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

612. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party. Developer shall be required to reimburse City for all costs City incurs in negotiating, preparing, and processing any such alterations, changes, or modifications requested by Developer or any lender or investor. In connection with any request for an alteration, change or modification, Developer shall deposit with City the sum of Ten Thousand Dollars (\$10,000). Notwithstanding the foregoing, the City Manager shall have the discretion to authorize a lesser deposit, in the event he or she determines the proposed alteration, change or modification is minor. In the event the funds on deposit are depleted, City shall notify Developer of the same,

and Developer shall deposit with City an additional Five Thousand Dollars (\$5,000) to complete processing of the requested alteration, change or modification. Developer shall make additional deposits to City, as needed, pursuant to the foregoing process, until the requested alteration, change, or modification is finalized. Within sixty (60) days after such alteration, change or modification is finalized, City shall reimburse Developer any unused sums.

613. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

614. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during the day, that time shall be Pacific Time Zone time.

615. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

616. Time of Essence. Time is expressly made of the essence with respect to the performance by City and Developer of each and every obligation and condition of this Agreement.

617. Cooperation. Each Party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

618. Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

619. Time for Acceptance of Agreement by City. This Agreement, when executed by Developer and delivered to City, must be authorized, executed and delivered by City on or before forty-five (45) days after signing and delivery of this Agreement by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

620. Attachments.

620.1 Incorporation by Reference; Definitions. Attachment Nos. 1-10 are attached to this Agreement and made a part hereof by this reference. All capitalized terms used in the Site Map, Schedule of Performance, Scope of Development, and Preliminary Budget shall have the meanings ascribed to such terms in this Agreement.

620.2 Completion of Attachments. Each of the forms of Grant Deed, Option Agreement, TOT Sharing Agreement, TOT Covenant Agreement, and Release of Construction Covenants is designed for execution and recordation (if applicable) in connection with each Phase, and with respect to the Release of Construction Covenants, in connection with the completion of each Project Component. To accommodate such multiple uses, the forms contain certain blanks that must be completed and/or certain bracketed information that must be selected (with the inapplicable bracketed information deleted) prior to execution.

[signatures on next page]

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

**CITY:**

**CITY OF LA QUINTA**, a California municipal corporation and charter city

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP**

\_\_\_\_\_  
William S. Ihrke  
City Attorney

**DEVELOPER:**

**SILVERROCK DEVELOPMENT  
COMPANY, LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

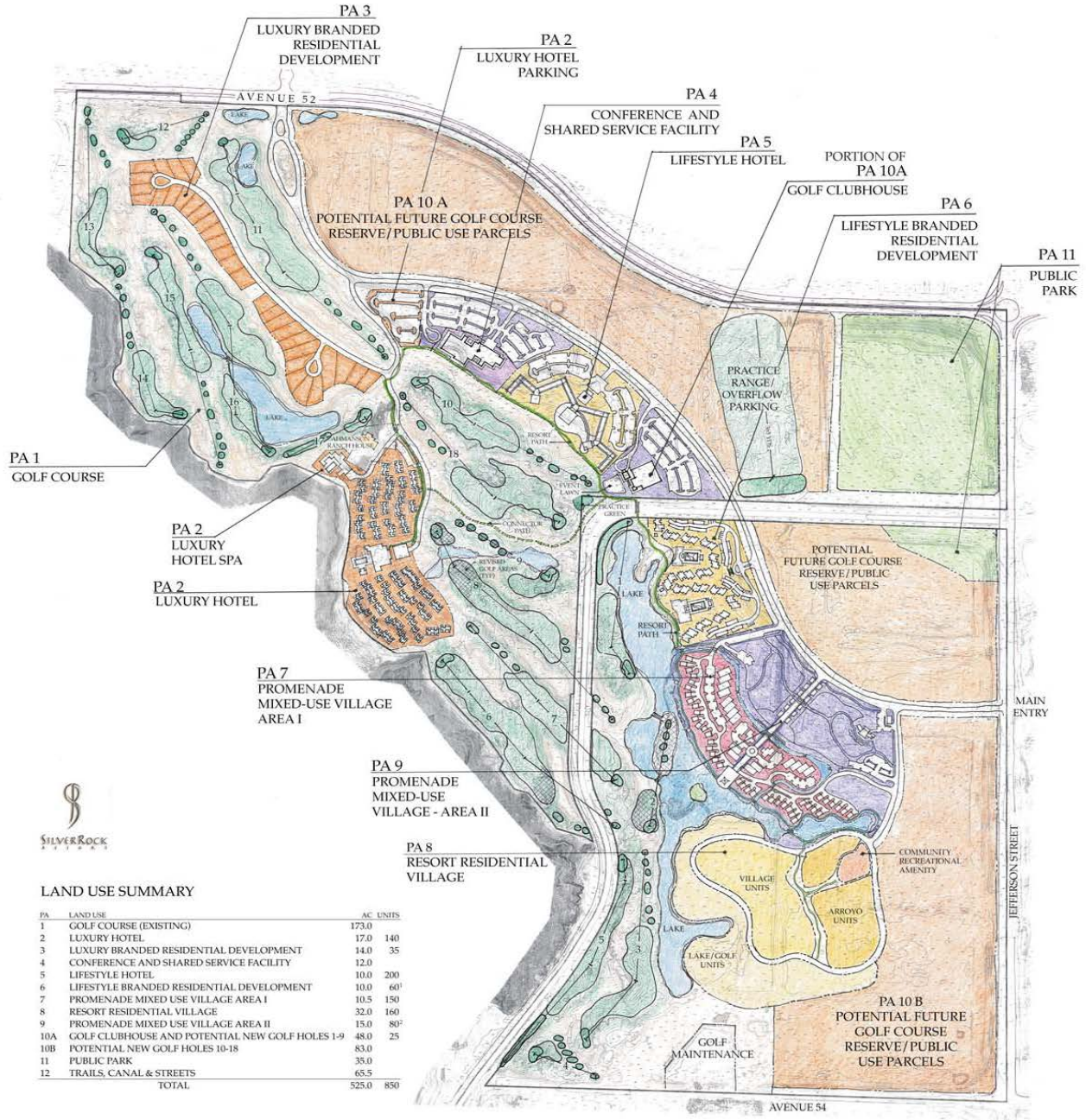
**ATTACHMENT NO. 1**

**PROPERTY LEGAL DESCRIPTION**

[The Property Legal Description will be inserted by the Parties upon the recordation of the Parcel Map]

# ATTACHMENT NO. 2

## SITE MAP



### LAND USE SUMMARY

PA	LAND USE	AC	UNITS
1	GOLF COURSE (EXISTING)	173.0	
2	LUXURY HOTEL	17.0	140
3	LUXURY BRANDED RESIDENTIAL DEVELOPMENT	14.0	35
4	CONFERENCE AND SHARED SERVICE FACILITY	12.0	
5	LIFESTYLE HOTEL	10.0	200
6	LIFESTYLE BRANDED RESIDENTIAL DEVELOPMENT	10.0	40 <sup>1</sup>
7	PROMENADE MIXED USE VILLAGE AREA I	10.5	150
8	RESORT RESIDENTIAL VILLAGE	32.0	160
9	PROMENADE MIXED USE VILLAGE AREA II	15.0	80 <sup>2</sup>
10A	GOLF CLUBHOUSE AND POTENTIAL NEW GOLF HOLES 1-9	48.0	25
10B	POTENTIAL NEW GOLF HOLES 10-18	83.0	
11	PUBLIC PARK	35.0	
12	TRAILS, CANAL & STREETS	65.5	
TOTAL		525.0	850

## MASTER PLAN

# SILVERROCK RESORT

### LA QUINTA, CALIFORNIA



<sup>1</sup> Each unit will feature a lock-off unit, resulting in an effective total unit equivalent of 120 units.

<sup>2</sup> The park site layout and mass depicted in Planning Area 9 are conceptual and for illustrative purposes only and subject to change. Ultimate land use may include a combination of public and private recreational amenities, approximately 80 units of hospitality and residential, and commercial/retail space, consistent with the city-approved Specific Plan.



OCTOBER, 2014



**ATTACHMENT NO. 3**  
**SCHEDULE OF PERFORMANCE**

[See following document]

**SCHEDULE OF PERFORMANCE**

	<b>Item of Performance</b>	<b>Start</b>	<b>Completion*</b>
	<b>TRANSACTIONAL AGREEMENTS</b>		
	Execution of PSDA, TOT Sharing Agreements, and TOT Covenant Agreements	N/A	10 business days following the date of approval by the La Quinta City Council
	Open Phase 1 Escrow and Phase 2 Escrow	N/A	Within 5 Business Days following Effective Date
	<b>PRE-DEVELOPMENT</b>		
	Land & Site Planning		
	- Prepare, submit to City for approval, and obtain City's approval of, plans for Golf Course Realignment	1 month following Effective Date	6 months following Effective Date
	- Master site design	1 month following Effective Date	8 months following Effective Date
	Planning & Entitlements		
	- Preliminary Engineering & Mapping	1 month following Effective Date	8 months following Effective Date
	- Site development plans	4 months following Effective Date	12 months following Effective Date
	- Prepare, submit to City for approval, and obtain City's approval of, Master Site Infrastructure Improvements Design/Construction Development Drawings	8 months following Effective Date	12 months following Effective Date
	-		
	-		
	Conditions to Closing		

	<b>Item of Performance</b>	<b>Start</b>	<b>Completion*</b>
	- Submit to City for approval and obtain City's approval of, evidence of financing for Phase 1 Master Site Infrastructure Improvements or Phase 2 Master Site Infrastructure Improvements	3 months prior to anticipated Phase 1 Closing or Phase 2 Closing	15 Business Days prior to anticipated Phase 1 Closing or Phase 2 Closing
	- All of Developer's Conditions Precedent to the Closing and City's Conditions Precedent to the Closing have been satisfied, or waived by the appropriate party	N/A	15 Business Days prior to anticipated Phase 1 Closing or Phase 2 Closing
	-		
	<b>CONSTRUCTION AND INSTALLATION OF MASTER SITE IMPROVEMENTS</b>		
	<b>PHASE 1</b>		
	Phase 1 Closing (PA 2, PA 3, PA 4, PA 7, PA 8, PA 9, and portion of PA 10A for Permanent Golf Clubhouse, parking, and hiking, biking, and/or walking trails)		On or before Outside Date for Phase 1 Closing
	Install construction fencing around Luxury Hotel site.	1 month following Phase 1 Closing Date	1 month after start, and prior to commencement of mass grading
	Mass grading – Mass grade Phase 1 Property to construct Project per SilverRock Specific Plan, including earthwork balance areas	3 months following Phase 1 Closing Date	6 months after start
	Construct Golf Course Realignment	3 months following Phase 1 Closing Date	7 months after start
	Street C1 - Access from public road to Planning Area 2 and Planning Area 3, estimated 1,060 linear feet with grading, street, storm drain, water, sewer, dry utility, and landscape improvements.	12 months following Phase 1 Closing Date	14 months after start
	Street C2 - Access from Street C1 to Luxury Hotel site, estimated 870 linear feet with grading, street, storm drain, water, sewer, dry utility, and landscape improvements.	12 months following Phase 1 Closing Date	14 months after start
	Street C3 - Access from Street C1 to Luxury Hotel spa site, estimated 540 linear feet with grading, street, storm drain, water, sewer, dry utility, and landscape improvements.	12 months following Phase 1 Closing Date	14 months after start

	<b>Item of Performance</b>	<b>Start</b>	<b>Completion*</b>
	Emergency Vehicle Access (EVA) 1 (golf crossing) – EVA crossing through Golf Course to connect Planning Area 3 to 52 <sup>nd</sup> Avenue	3 months following Phase 1 Closing Date	7 months after start
	Emergency Vehicle Access (EVA) 2 (golf crossing) - EVA crossing to connect Luxury Hotel Planning Area 2 site with Permanent Golf Clubhouse site in Planning Area 10A	3 months following Phase 1 Closing Date	7 months after start
	Improvement D3 – Access from public road to perimeter of Planning Area 7, Planning Area 8, and Planning Area 9, estimated 1,000 lineal feet with grading, street, storm drain, water, sewer, dry utility, and landscape improvements.	12 months following Phase 1 Closing Date	14 months after start
	Jefferson Project Entry Features – Construct private development entry features at Jefferson Street and SilverRock Way	16 months following Phase 1 Closing Date	10 months after start
	<b>PHASE 2</b>		
	Phase 2 Closing (PA 5 and PA 6)		12 months following Phase 1 Closing Date, but not later than Outside Date for Phase 2 Closing
	L4 Lift Station & Laterals – Remove existing CVWD irrigation water lift station and construct new irrigation pump station; remove estimated 1,432 linear feet of 16” RCP irrigation line, remove 1,415 linear feet of 54” PVD irrigation line, install 3,660 linear feet of 30” PVC irrigation line.	12 months following Phase 1 Closing Date	24 months after start
	Street D1 - – Access from public road to center of Planning Area 7 and Planning Area 9, estimated 450 linear feet with grading, street, storm drain, water, sewer, dry utility, and landscape improvements.	24 months following Phase 1 Closing Date	14 months after start
	Improvement D2 (RiverWalk Canal) – Construct approximately 900 lineal foot water canal connecting existing golf irrigation lake at two locations, with grading, street, storm drain, water, sewer, dry utility, and landscape improvements.	24 months following Phase 1 Closing Date	14 months after start

	<b>Item of Performance</b>	<b>Start</b>	<b>Completion*</b>
	Improvement D4 (Promenade Walkway) - Access from public road to center of Planning Area 7 and Planning Area 9, estimated 900 linear feet with grading, street, landscape, storm drain, sewer and water improvements.	24 months following Phase 1 Closing Date	14 months after start
	CVWD Improvements - Per requirement of Water Agreement, as may be amended: complete (i) water booster station / pressure reducing system, (ii) payment for domestic water well and pumping plants, (iii) 2 domestic water wells and pumping plants, abandon 14" sewer force main and lift station.	12 months following Phase 1 Closing Date	48 months after start
	<b>CONSTRUCTION OF PROJECT COMPONENTS</b>		
	Prepare, submit to City for approval, and obtain City's approval of, Project Component Design/Construction Development Drawings	6 months prior to anticipated start of construction of applicable Project Component	Prior to start of construction of applicable Project Component
	Developer satisfies all conditions to develop set forth in Section 304 of Agreement	N/A	Prior to start of construction of applicable Project Component
	Luxury Hotel (PA 2)	1 year following Phase 1 Closing Date	2 years after start
	Luxury Branded Residential Development (PA 3)	18 months following start of Luxury Hotel	7 years after start. Project Component considered complete when 70% of units are complete.
	Conference and Shared Services Facility (PA 4)	N/A	1 year after completion of Luxury Hotel (If phased, phases to be completed pursuant to City-approved phasing plan)

	<b>Item of Performance</b>	<b>Start</b>	<b>Completion*</b>
	Lifestyle Hotel (PA 5)	3 years following completion of Luxury Hotel	2 years after start.
	Lifestyle Hotel (phased option) (PA 5) Phasing to be approved by City	Subject to City approval of phasing plan	Subject to City approval of phasing plan
	Lifestyle Branded Residential Development (PA 6)	18 months following start of Lifestyle Hotel	7 years after start. Project Component considered complete when 70% of units are complete.
	Promenade Mixed-Use Village (PA 7)	2 years following completion of Luxury Hotel.	8 years after start. Project Component considered complete when 70% of units are complete.
	Resort Residential Village (PA 8)	2 years following completion of Luxury Hotel.	8 years after start. Project Component considered complete when 70% of units are complete.
	Permanent Golf Clubhouse (PA 10A)	N/A	Concurrent with the opening of the Luxury Hotel.

\*Completion dates or timeframes listed in this table are the absolute outside dates permissible under this Agreement.

**ATTACHMENT NO. 4**  
**FORM OF GRANT DEED**

[See following document]

RECORDING REQUESTED BY,  
MAIL TAX STATEMENTS TO  
AND WHEN RECORDED MAIL TO:

SilverRock Development Company, LLC  
C/o Meriwether Companies  
11999 San Vicente Boulevard, Suite 220  
Los Angeles, California 90049

---

This document is exempt from payment of a  
recording fee pursuant to Government Code  
Section 27383

**GRANT DEED  
(Phase \_)**

For valuable consideration, receipt of which is hereby acknowledged,

The CITY OF LA QUINTA, a California municipal corporation and charter city (the "City"), hereby grants to SILVERROCK DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("Developer"), the real property hereinafter referred to as the "Phase \_ Property," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described there.

**1. Reservation of Mineral Rights.** City excepts and reserves from the conveyance herein described all interest of City in oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below the surface, together with the right to drill into, through, and to use and occupy all parts of the Phase \_ Property lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said Phase \_ Property or other lands, but without, however, any right to use either the surface of the Phase \_ Property or any portion thereof within five hundred (500) feet of the surface for any purpose or purposes whatsoever, or to use the Phase \_ Property in such a manner as to create a disturbance to the use or enjoyment of the Phase \_ Property.

**2. Property Conveyance in Accordance With Redevelopment Plan, Purchase, Sale, and Development Agreement.** The Phase \_ Property is conveyed in accordance with and subject to the Redevelopment Plan for the La Quinta Redevelopment Project Area No. 1 ("Redevelopment Plan") which was approved and adopted by Ordinance No. 43, on November 29, 1983, of the City Council of the City of La Quinta, and a Purchase, Sale, and Development Agreement entered into between City and Developer dated \_\_\_\_\_ (the "PSDA"), a copy of which is on file with City at its offices as a public record and which is incorporated herein by reference. The PSDA generally requires Developer to construct and operate on the Phase \_ Property a **[Insert Project Description]** (the "Phase \_\_ Project"), and other requirements as set forth therein. Except as otherwise defined herein, all terms used herein shall have the same meaning as those used in the PSDA.



**3. Permitted Uses.** Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Phase \_ Property or any part thereof, that upon the date of this Grant Deed (“Grant Deed”) and during construction through completion of development and thereafter, Developer shall devote the Phase \_ Property to the uses specified in the Redevelopment Plan for the periods of time specified therein. All uses conducted on the Phase \_ Property, including, without limitation, all activities undertaken by Developer pursuant to the PSDA, shall conform to the PSDA, the Redevelopment Plan, and all applicable provisions of the La Quinta Municipal Code. The foregoing covenants shall run with the land.

**4. Restrictions on Transfer.** Developer further agrees that, except as permitted or approved by City pursuant to Section 603 of the PSDA, (i) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under the PSDA or this Grant Deed, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Phase \_ Property or the Phase \_\_ Project thereon, and (ii) Developer shall retain full managerial and operational control of the Phase \_ Project. The restrictions set forth in this Section 4 shall automatically terminate as to any individual residential dwelling unit that has been sold and transferred to a buyer pursuant to the terms of the PSDA.

**5. Binding on Successors.** All of the terms, covenants and conditions of this Grant Deed shall be binding upon Developer and the permitted successors and assigns of Developer. Whenever the term “Developer” is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

**6. Covenants Regarding Nondiscrimination.** Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person, or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Phase \_ Property, or any part thereof, nor shall Developer, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Phase \_ Property, or any part thereof. The foregoing covenants shall run with the land.

Developer agrees for itself and any successor in interest that Developer shall refrain from restricting the rental, sale, or lease of any portion of the Phase \_ Property, or contracts relating to the Phase \_ Property, on the basis of race, color, creed, religion, sex, marital status, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

A. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons

claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

B. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: “That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

C. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

The foregoing covenants against discrimination shall remain in effect in perpetuity.

**7. Violations Do Not Impair Liens.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by Section 603 of the PSDA.

**8. Covenants Run With Land.** All covenants contained in this Grant Deed shall be covenants running with the land. All of Developer’s obligations hereunder,

except as otherwise provided hereunder, shall terminate and shall become null and void upon the expiration of the effectiveness of the Redevelopment Plan. Every covenant contained in this Grant Deed against discrimination contained in paragraph 6 of this Grant Deed shall remain in effect in perpetuity.

**9. Covenants For Benefit of City.** All covenants without regard to technical classification or designation shall be binding for the benefit of City, and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property, or any person or entity having any interest in any other such realty.

**CITY:**

**CITY OF LA QUINTA**, a California municipal corporation and charter city

Date: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP**

\_\_\_\_\_  
William S. Ihrke  
City Attorney

**DEVELOPER:**

**SILVERROCK DEVELOPMENT  
COMPANY, LLC,**  
a Delaware limited liability company

Date: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
( insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
( insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
[TO BE INSERTED]

**ATTACHMENT NO. 5**  
**SCOPE OF DEVELOPMENT**

**I. GENERAL SUMMARY**

This document outlines the general requirements for the improvements to be constructed on the Property. Specific details are addressed in the SilverRock Specific Plan 2006-080, as amended by Resolution No. 2006-083, which was duly adopted by the City Council on July 18, 2006 ("Specific Plan"), as conformed by a finding of Substantial Conformance on November 4, 2014, and in the construction plans that will be prepared for the development.

The Property is located at the southwest intersection of Jefferson Street and Avenue 52 in the City of La Quinta, and is approximately 145 acres in size. The Specific Plan provides for the development of a commercial development project that contains all of the following: a Luxury Hotel, associated Luxury Branded Luxury Development, and related amenities, a Lifestyle Hotel, Lifestyle Branded Residential Development, and related amenities, a Conference and Shared Service Facility, a Promenade Mixed-Use Village, a Resort Residential Village, and associated amenities, renovation of the existing Ahmanson Ranch House, the Golf Course Realignment, and construction of a Permanent Golf Clubhouse.

Development of the Project requires the installation and construction of Master Site Infrastructure Improvements. A depiction of the Master Site Infrastructure Improvements is attached hereto and incorporated herein as Exhibit "A".

**II. PROJECT COMPONENTS**

**A. Arnold Palmer Classic Golf Course – Planning Area 1**

Planning Area 1 consists of approximately 173 acres, which consists primarily of the existing Arnold Palmer Classic Golf Course. This Planning Area also contains the existing Ahmanson Ranch House, which sits on a 1.5-acre parcel, and the 3-acre golf course maintenance facility site located at the southern boundary of the SilverRock Resort Area adjacent to 54<sup>th</sup> Avenue. As currently contemplated by the project, the Golf Course will be modified to allow for the development of the Luxury Hotel. This work will be performed by the Developer in concert with City and Arnold Palmer Design Group.

**B. Luxury Hotel - Planning Area 2**

Planning Area 2 consists of approximately 17 acres planned for a 140-room (but not less than a 120-room) Luxury Hotel in an intimate setting, with a high level of service and a unique architectural theme designed to blend with natural site attributes and close proximity to the mountains. In total, the Luxury Hotel will consist of approximately 170,000 square feet of air-conditioned and exterior spaces, comprising front-and-back-of-house functions. Table 2 below contains a preliminary summary of the Project design program for the Luxury Hotel.

**TABLE 3****PLANNING AREA 2****Silver Rock Resort Specific Plan Luxury Hotel Planning Area**

<b>LUXURY HOTEL PROJECT DESIGN PROGRAM (Net Interior Space)</b>		
<b>Description</b>	<b>Total Interior Area</b>	<b>Total Exterior Area</b>
Hotel Units	87,600 sf	16,700 sf
Food & Beverage	4,500 sf	2,300 sf
Back-of-House/Admin	13,000 sf	3,000 sf
Spa & Fitness	11,000 sf	6,500 sf
Recreation	1,300 sf	9,000 sf
Public Spaces	4,000 sf	6,000 sf
Retail	1,500 sf	0 sf
	<b>122,900 sf</b>	<b>43,500 sf</b>

In addition to the Luxury Branded Residential Development, the Luxury Hotel will feature a day spa & fitness center, conference, and back-of-house facilities shared with a Lifestyle Hotel planned for construction in Planning Area 5.

The Luxury Hotel will be serviced by a Conference and Shared Service Facility, which houses common back-of-house functions such as housekeeping, food & beverage, reservations, and executive management offices shared with the Lifestyle Hotel described in Planning Area 5. In addition, it will offer a variety of meeting spaces to appeal to group business and conferences, with ballroom and boardroom programming. This facility is more fully described in Planning Area 4.

Detailed information, including refinement of programming, site design, architecture, landscape architecture, and other details will be presented to City for approval per the Site Development Plan requirements of the Specific Plan.

**TABLE 4****PLANNING AREA 2 - LAND USE****Silver Rock Resort Specific Plan Luxury Hotel Planning Area**

<b>GENERAL PLAN/LAND USE</b>	<b>ZONE</b>	<b>ACRES</b>	<b>MINIMUM UNITS/DENSITY</b>
CT   Luxury Hotel	CT	17.0	120 rooms/120 keys
<b>TOTAL</b>		<b>17.0</b>	<b>120 rooms/120 keys</b>

**C. Luxury Branded Residential Development- Planning Area 3**

Planning Area 3 will be developed into an enclave of exclusive for-sale single family detached residences on fee simple lots. The residences will be sold with an amenity agreement, affording owners and their guests with a host of privileges and access rights at the Luxury Hotel.

The Luxury Branded Residential Development will consist of approximately 35 Resort Residential Dwelling Units. Homes are expected to range from 2,800 – 4,500 square feet in size, and some of the homes may have lock-offs. The architecture is anticipated to be stylistically consistent with the theme of the Luxury Hotel. The product is expected to feature generous interior volumes with some appropriately massed two-story elements possible.

**TABLE 5**

**PLANNING AREA 3 - LAND USE**

**Silver Rock Resort Specific Plan Luxury Branded Residential Development Planning Area**

<b>GENERAL PLAN/LAND USE</b>		<b>ZONE</b>	<b>ACRES</b>	<b>APPROXIMATE UNITS/DENSITY</b>
CT	Luxury Branded Residential Development	CT	14.0	35 DU SFD/2.5 DU/AC
<b>TOTAL</b>			<b>14.0</b>	<b>35 DU SFD/2.5 DU/AC</b>

**D. – Conference and Shared Service Facility**

Planning Area 4 consists of a Conference and Shared Service Facility and associated parking. As explained previously, this facility will be shared by the Luxury Hotel and Lifestyle Hotel. By combining services and amenities required by, and desirable to, both properties, advantageous efficiencies can be achieved that enhance the economics of operations.

The Conference and Shared Service Facility will consist of one or more buildings containing ballroom, meeting space and food service areas, as well as back-of-house functions including executive and administrative offices, reservations, human resources, accounting, laundry and valet, security, receiving and purchasing, and engineering and maintenance. These functions may occur in one or a series of “pavilion-style” buildings, subject to final planning and design. The total anticipated square footage is expected to be approximately 71,000 square feet, predominantly interior air-conditioned space, but with some public and back-of-house exterior areas as well. Table 4 below contains a summary of the Project design program for the Conference and Shared Service Facility.

**TABLE 6**

**PLANNING AREA 4**

**Silver Rock Resort Specific Plan Conference and Shared Service Facility Building Planning Area**

<b>CONFERENCE AND SHARED SERVICE FACILITY BUILDING PROJECT DESIGN PROGRAM (Net Interior Space)</b>		
<b>Description</b>	<b>Total Interior Area</b>	<b>Total Exterior Area</b>
Meeting/Banquet	36,375 sf	5,000 sf
Food Services Areas	3,100 sf	0 sf
Back-of-House	11,600 sf	3,000 sf
Offices & Administrative	4,650 sf	0 sf
Public Spaces	2,075 sf	5,000 sf



	<b>57,800 sf</b>	<b>13,000 sf</b>
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Site planning for the Conference and Shared Service Facility includes parking sufficient to accommodate functions and events at the Conference and Shared Service Facility managed by the hotel administration. .

**TABLE 7**

**PLANNING AREA 4 - LAND USE**

**Silver Rock Resort Specific Plan Conference and Shared Service Facility Planning Area**

<b>GENERAL PLAN/LAND USE</b>		<b>ZONE</b>	<b>ACRES</b>	<b>MAXIMUM UNITS/DENSITY</b>
C T	Conference and Shared Service Facility	CT	12.0	Approx. 71,000 sf of front/back-of house services and functions
<b>TOTAL</b>			<b>12.0</b>	

**E. Lifestyle Hotel - Planning Area 5**

Planning Area 5 consists of approximately 10 acres planned for a Lifestyle Hotel. The Lifestyle Hotel will take advantage of the natural site attributes and setting within the SilverRock Resort Specific Plan. It is anticipated that the buildings will be two-and three-story design, with a single-loaded exterior access corridor. All of the rooms will have views oriented towards the adjacent Coral Reef Mountains.

The Lifestyle Hotel will consist of approximately 170,000 square feet of air-conditioned and exterior space, comprising front-and-back-of-house functions. **Table 8** below contains a preliminary summary of the Project design program for the Lifestyle Hotel.

The Lifestyle Hotel will have an associated Lifestyle Branded Residential Development consisting of approximately 60 single family attached residences in Planning Area 6, more fully described below.

As mentioned previously, the Lifestyle Hotel will share some common facilities with the Luxury Hotel described in Planning Area 2. Shared facilities include the Conference and Shared Service Facility, which has been described in Planning Area 4.

**TABLE 8**

**PLANNING AREA 5**

**Silver Rock Resort Specific Plan Lifestyle Hotel Planning Area**

<b>LIFESTYLE HOTEL PROJECT DESIGN PROGRAM (Net Interior Space)</b>		
<b>Description</b>	<b>Total Interior Area</b>	<b>Total Exterior Area</b>
Hotel Units	86,000 sf	22,000 sf

Food & Beverage/Ent	12,200 sf	3,900 sf
Back-of-House/Admin	16,700 sf	2,800 sf
Fitness	4,800 sf	0 sf
Recreation	200 sf	10,000 sf
Public Spaces	4,800 sf	5,000 sf
Retail	1,300 sf	0 sf
	<b>126,000 sf</b>	<b>43,700 sf</b>

**TABLE 9**

**PLANNING AREA 5 - LAND USE**  
**Silver Rock Resort Specific Plan Lifestyle Hotel Planning Area**

GENERAL PLAN/LAND USE		ZONE	ACRES	MINIMUM UNITS/DENSITY
CT	Lifestyle Hotel	CT	10.0	A minimum number of hotel guest rooms such that when combined with the hotel guest rooms in the Luxury Hotel, the combined total is not less than 340 hotel guest rooms
<b>TOTAL</b>			<b>10.0</b>	A minimum number of hotel guest rooms such that when combined with the hotel guest rooms in the Luxury Hotel, the combined total is not less than 340 hotel guest rooms

**F. Lifestyle Branded Residential Development - Planning Area 6**

This Planning Area contains the Lifestyle Branded Residential Development associated with the Lifestyle Hotel described in Planning Area 5. Approximately 60 Resort Residential Dwelling Units may be developed on 10 acres. Homes are expected to range from 2,100 – 3,500 square feet in size. Each Resort Residential Dwelling Unit will be designed with a lock-off unit, adding a potential total key capacity of approximately 120 keys to the Lifestyle Hotel.

Architecture is expected to complement the style of the Lifestyle Hotel. The product is envisioned to be expressed similarly as well, in two-and-three-story volumes. Programming will emphasize active lifestyles, and embrace the site ambiance of the SilverRock Specific Plan with its other amenities and strong view orientation to the Coral Reef Mountains.

**TABLE 10**

**PLANNING AREA 6 - LAND USE**  
**Silver Rock Resort Specific Plan Lifestyle Branded Residential Development Planning Area**

GENERAL PLAN/LAND USE		ZONE	ACRES	APPROXIMATE UNITS/DENSITY
CT	Lifestyle Branded Residential Development	CT	10.0	60 DU SFA/6.0 DU/AC
				60 lock-offs (120 keys)
<b>TOTAL</b>			<b>10.0</b>	<b>60 DU SFA/6.0 DU/AC</b>

### G. Promenade Mixed-Use Village – Planning Areas 7 & 9

These Planning Areas are collectively referred to as the Promenade MU Village, featuring residential, mixed-use, stand-alone, and pop-up retail/commercial uses, all as described in Table 2 below.

**TABLE 2**

**PLANNING AREAS 7 & 9 - LAND USE**  
**Silver Rock Resort Specific Plan Promenade MU Village Areas I & II**

GENERAL PLAN/LAND USE		ZONE	ACRES	MAXIMUM UNITS/DENSITY
Planning Area 7 – Promenade MU Village Area I				
C T	River Walk Lofts	CT		Avg 1,000 SF MFR units; studio- 2 BR mix
C T	Bungalows	CT		Avg 1,500 SF SFD units; 1-2 BR mix,
C T	Commercial/Retail	CT		Mixed-Use Comm'l: 16,000 SF Stand-Alone Comm'l: 6,500 SF Pop-up Comm'l: 2,500 SF
			10.5	150,000 SF livable res./up to 25,000 SF comm'l
Planning Area 9 – Promenade MU Village Area II				
C T	Public & Private Park Residential Commercial/Retail	CT	15.0	Private & Public park & recreation improvements, including water play facilities and ancillary entertainment, dining, and retail; Community gardens/heritage farm/agri-tourism; Branded/non-branded Glamping product; Branded/non-branded residential product; Mixed-use, Stand-alone, Pop-up Comm'l
			15.0	75,000 SF livable res./15,000 SF comm'l
<b>TOTAL</b>			<b>25.5</b>	<b>225,000 SF livable res./up to 40,000 SF comm'l</b>

### H. Resort Residential Village – Planning Area 8

Planning Area 8 is planned as a Resort Residential Village featuring 160 residences on 32.5 acres located in the south part of the site. Homes are expected to range from 2,200 – 4,000 SF in size, and may be developed in a combination of single family detached and attached product of varying densities, each with access to a central amenity and community management facility.

### I. Permanent Golf Clubhouse – Planning Area 10

Planning Area 10 consists of approximately 131.0 acres, divided into two sub-areas, Planning Areas 10A and 10B. The uses within Planning Areas 10A and 10B consist of the Golf Course, the location for the Permanent Golf Clubhouse, and a reservation of land area for possible future golf improvements, as more fully described in **Table 3** below.

**TABLE 3**

**PLANNING AREA 10- LAND USE**

**Silver Rock Resort Specific Plan Golf Course & Public Use Area**

GENERAL PLAN/LAND USE		ZON E	ACRE S	MAXIMUM UNITS/DENSITY
Planning Area 10a				
G C	Permanent Golf Clubhouse (Developer owned and leased to City)	GC	6.0	Pro Shop/Starter Bar/Grill Kitchen & Prep (breakfast/lunch) Changing Room & Restrooms Administrative/Office Foyer/Circ/Storage/Common Area <b>Total Conditioned Space: 5,000 - 5,500 SF</b> Cart Storage Building Outdoor Patio Seating Event Lawn Twenty five 800 – 1,000 SF Golf Cabins <b>Total Unconditioned Space: 11,500 SF</b>
G C	Driving Range (City owned)	GC	12.5	-
G C	Public Use Area (City owned)	GC	46	Potential future golf course/land reserve area
Planning Area 10b				
G C	Public Use Area (City owned)	GC	86.5	Potential future golf course/land reserve area
<b>TOTAL</b>			<b>151.0</b>	<b>25 Golf Cabins/16,500 SF (clubhouse only)<sup>1</sup></b>

<sup>1</sup>Final clubhouse space allocations subject to adjustment during site development permit process. All space references are approximate.

### III. DEVELOPMENT CONCEPT

The Property shall be improved by the Developer in accordance with the provisions of this Agreement, the Specific Plan, and all applicable codes, ordinances, and statutes including requirements and procedures set forth in the La Quinta Municipal Code adopted in conjunction with or subsequent to execution of this Agreement.

#### **IV. ON-SITE DEVELOPMENT AND IMPROVEMENTS**

Developer shall prepare such plans, reports, and studies, and obtain such permits and approvals as required, including, but not limited to, grading plans for construction of the Project. Plans shall be prepared by a licensed civil engineer in good standing and subject to the approval of the Director of Public Works.

Developer shall grant and permit all necessary and appropriate utility easements and rights for the development of the Project, including but not limited to sanitary sewers, storm drains, water, electrical power, telecommunications, natural gas, cable television, etc.

#### **V. LANDSCAPING**

Developer shall be responsible to landscape the Project in accordance with the Specific Plan and landscape plans approved by the City.

#### **VI. ON-SITE AND OFF-SITE INFRASTRUCTURE IMPROVEMENTS**

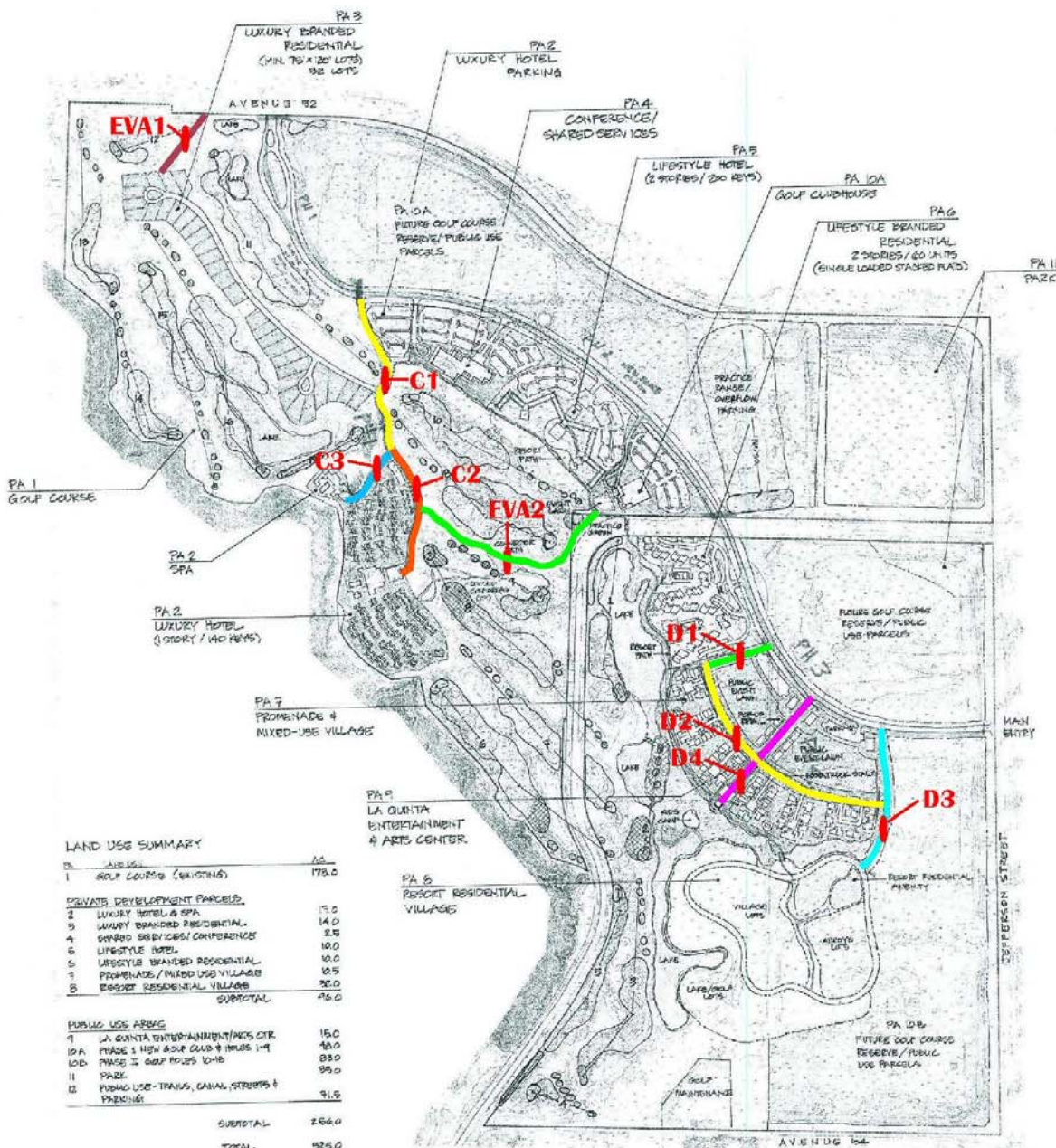
Developer shall be responsible for the construction of (i) Master Site Infrastructure Improvements per this Agreement, and (ii), all on-site and off-site infrastructure improvements that may be identified per the Specific Plan, including, but not limited to, all required internal utilities. All such construction shall be done to City standards. Additionally, Developer shall be responsible for obtaining and delivering to the City such bonds or other improvement security as City may require in accordance with applicable law, including payment and performance bonds per the terms of this Agreement.

#### **VII. DEVELOPMENT STANDARDS**

All development on the Property shall conform to the development standards set forth in the Specific Plan, and other applicable City codes and development standards per this Agreement.

# EXHIBIT "A"

## DEPICTION OF MASTER SITE INFRASTRUCTURE IMPROVEMENTS



**LAND USE SUMMARY**

NO.	LAND USE	AC
1	GOLF COURSE (EXISTING)	178.0
<b>PRIVATE DEVELOPMENT PARCELS</b>		
2	LUXURY HOTEL & SPA	17.0
3	LUXURY BRANDED RESIDENTIAL	14.0
4	SHARED SERVICES/CONFERENCE	8.5
5	LIFESTYLE HOTEL	10.0
6	LIFESTYLE BRANDED RESIDENTIAL	10.0
7	PROMENADE / MIXED USE VILLAGES	10.5
8	RESORT RESIDENTIAL VILLAGES	32.0
	<b>SUBTOTAL</b>	<b>122.0</b>
<b>PUBLIC USE AREAS</b>		
9	LA QUINTA ENTERTAINMENT/ARTS CTR.	15.0
10A	PHASE I HIGH GOLF COURSE & HOUSES 1-4	48.0
10B	PHASE II GOLF HOUSES 10-18	85.0
11	PARK	95.0
12	PUBLIC USE - TRAILS, CANAL, STREETS & PARKING	91.8
	<b>SUBTOTAL</b>	<b>284.8</b>
	<b>TOTAL</b>	<b>406.8</b>

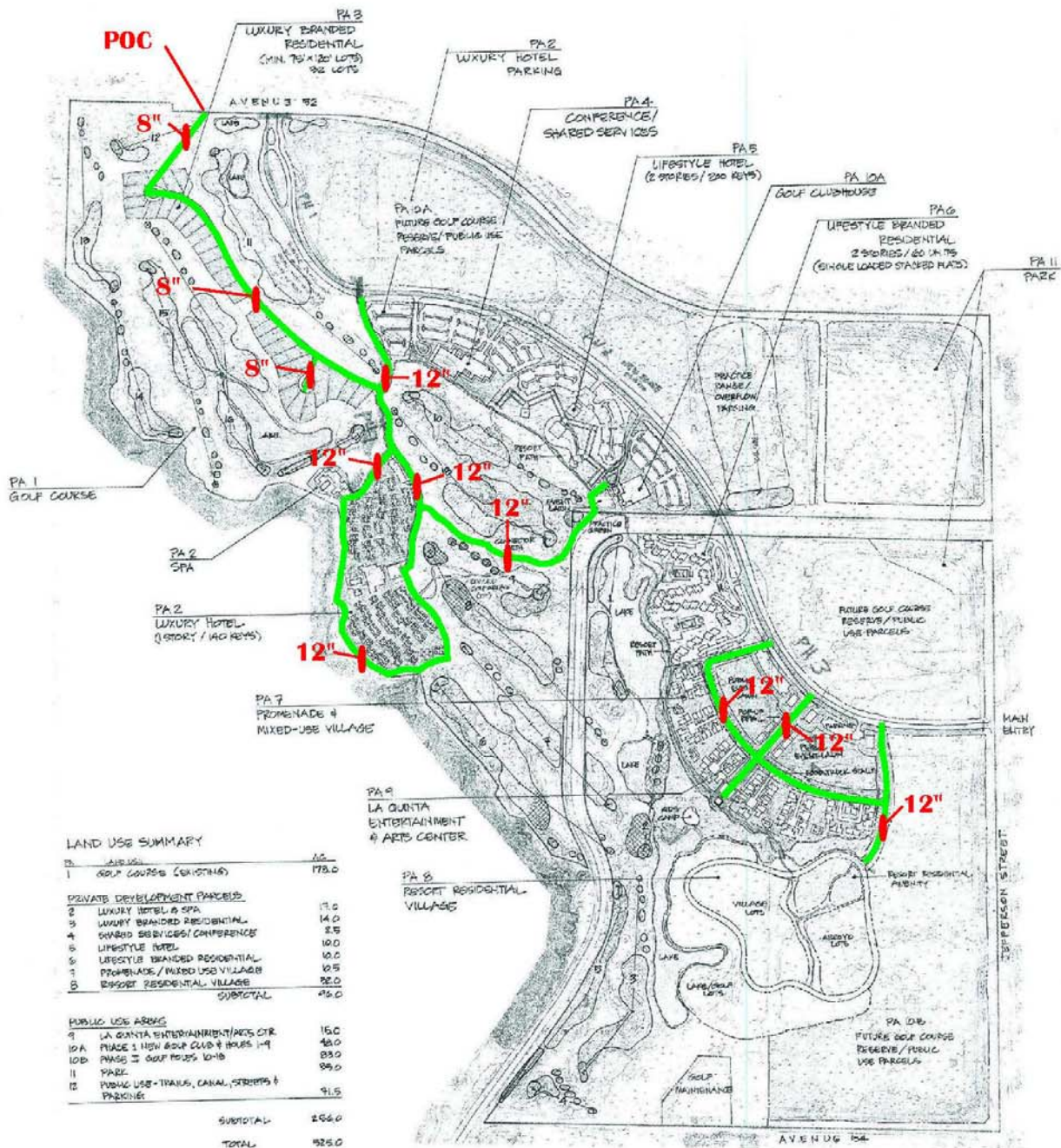
STREET	WIDTH
C1	36'
C2	20'
C3	20'
EVA1	20'
EVA2	20'
D1	36'
D2	36'
D3	36'
D4	20'

**MASTER PLAN**  
**SILVER ROCK RESORT**  
 LA QUINTA, CALIFORNIA

SOHA INVESTMENTS • AECOM • ROBERT DEARIE • SCHMIDT CURTIS & MERRIWEATHER COMPANIES

### STREET EXHIBIT





**LAND USE SUMMARY**

PA	LAND USE	AC
1	GOLF COURSE CONSTRUCTION	175.0
<b>PRIVATE DEVELOPMENT PARCELS</b>		
2	LUXURY HOTEL & SPA	17.0
3	LUXURY BRANDED RESIDENTIAL	14.0
4	SHARED SERVICES/CONFERENCE	3.5
5	LIFESTYLE HOTEL	10.0
6	LIFESTYLE BRANDED RESIDENTIAL	10.0
7	PROMENADE / MIXED USE VILLAGE	10.5
8	RESORT RESIDENTIAL	32.0
	<b>SUBTOTAL</b>	<b>45.0</b>
<b>PUBLIC USE AREAS</b>		
9	LA QUINTA ENTERTAINMENT/ARTS CTR	16.0
10A	PHASE I NEW GOLF CLUB & HOUSE 1-9	40.0
10B	PHASE II GOLF HOUSE 10-18	83.0
11	PARK	89.0
12	PUBLIC USE-TRAILS, CANAL, STREETS & PARKING	91.5
	<b>SUBTOTAL</b>	<b>254.0</b>
	<b>TOTAL</b>	<b>926.0</b>

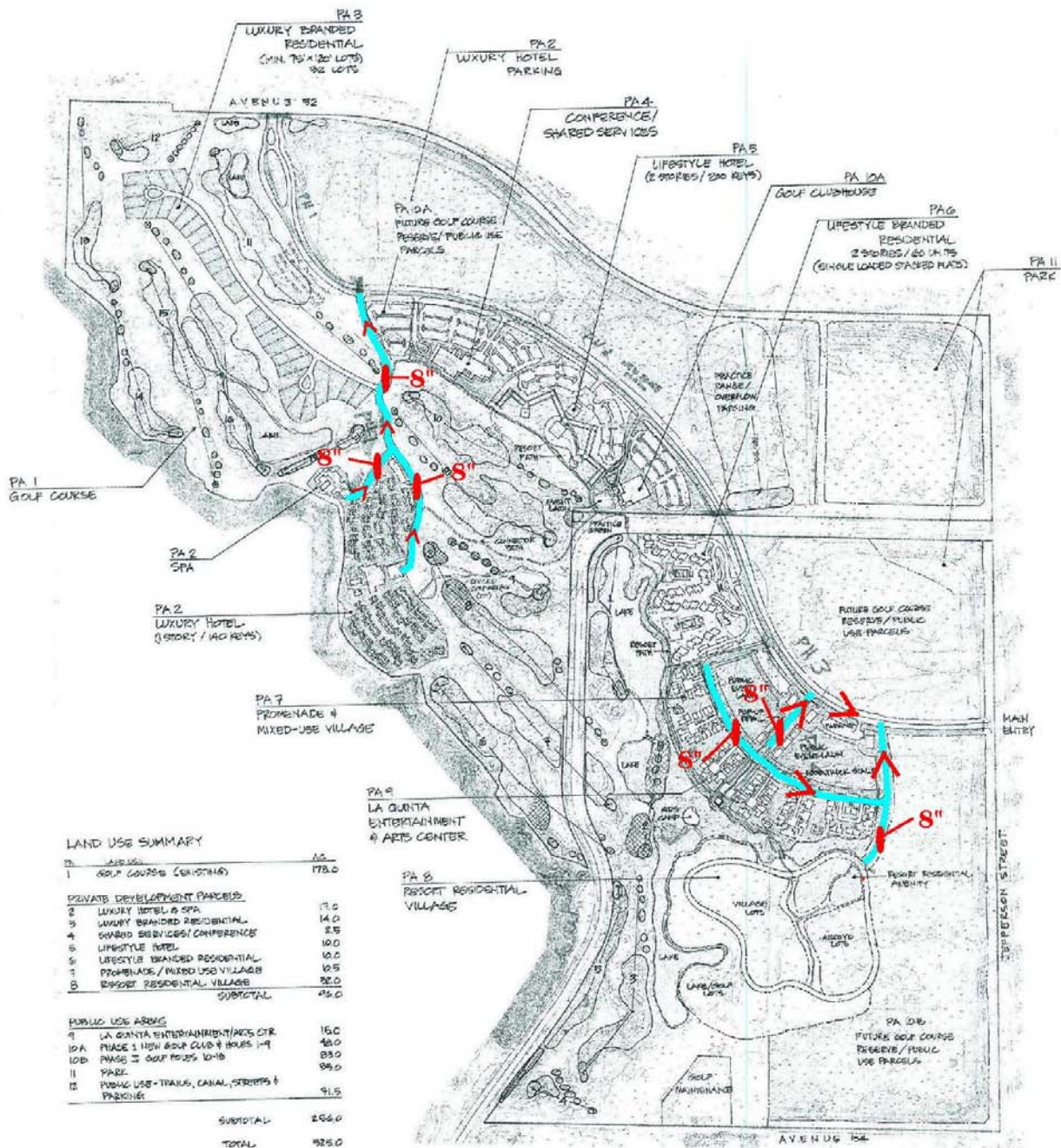
**MASTER PLAN**

**SILVER ROCK RESORT**  
LA QUINTA, CALIFORNIA

SOHA INVESTMENTS • AFD • ROBERT GLASSER • SCHMIDT-CRUEL • MERIWETHER COMPANIES



**WATER LINE EXHIBIT**



**MASTER PLAN**

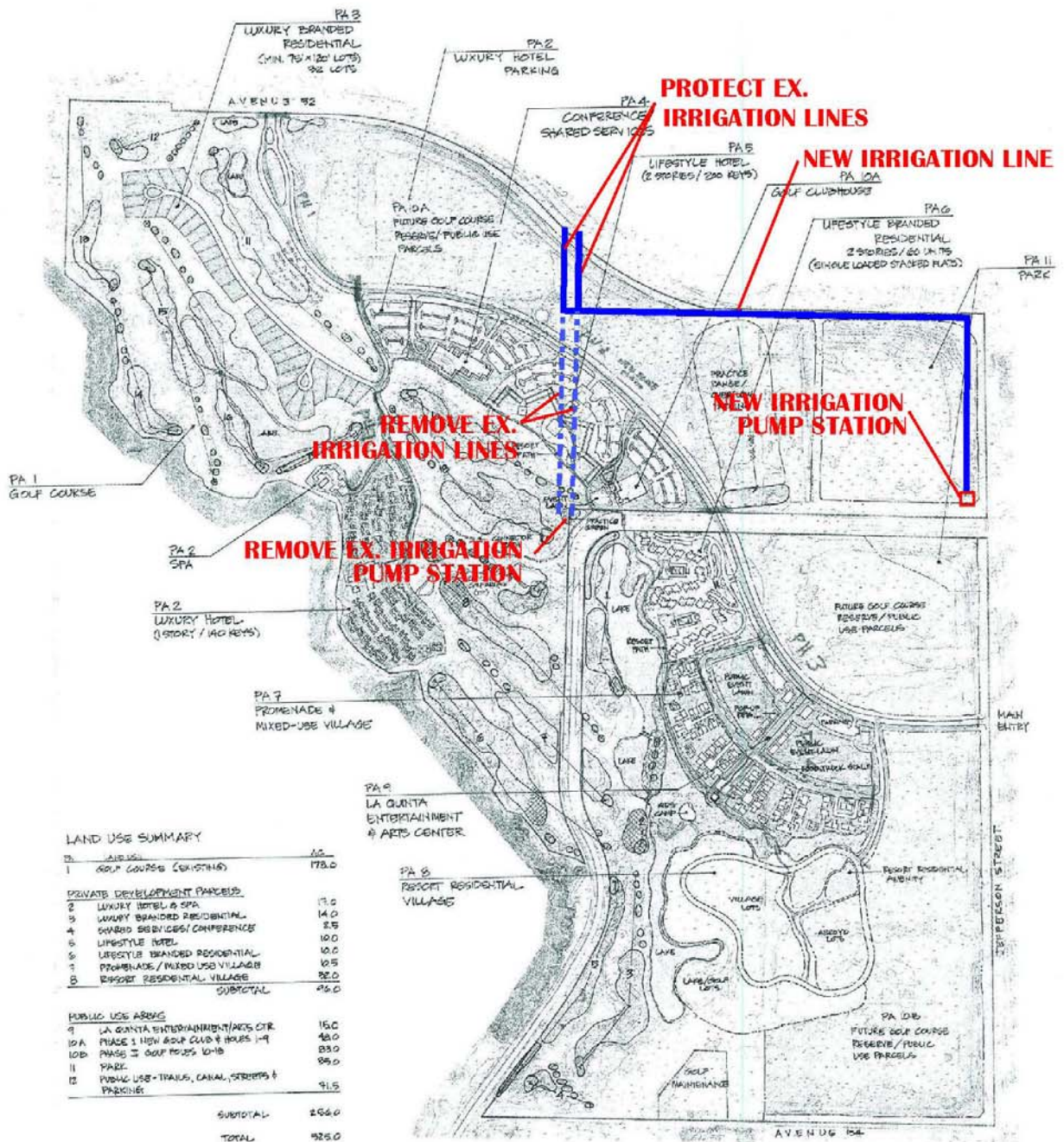
**SILVER ROCK RESORT**  
LA QUINTA, CALIFORNIA

SOHA INVESTMENTS • AEC • ROBERT GLASSER • SCHMIDT CURTIS & MERIWETHER COMPANIES

**SEWER LINE EXHIBIT**







**MASTER PLAN**

**SILVER ROCK RESORT**  
 LA QUINTA, CALIFORNIA

SOHA INVESTMENTS • AFD • ROBERT GLASSER • SCHMIDT-GUREY & MERIWETHER COMPANIES

**IRRIGATION LINE EXHIBIT**

24 FEBRUARY 2014

**ATTACHMENT NO. 6**  
**PRELIMINARY BUDGET**

<b>MASTER SITE INFRASTRUCTURE IMPROVEMENTS</b>	<b>\$42,000,000</b>
<i>Mass grading, infrastructure and utilities</i>	
<b>LUXURY HOTEL</b>	<b>\$60,000,000</b>
<i>Planned for 140 rooms &amp; spa</i>	
<b>LUXURY BRANDED RESIDENTIAL DEVELOPMENT</b>	<b>\$40,000,000</b>
<i>Approximately 35 units (3,000-4,500 sq')</i>	
<b>CONFERENCE AND SHARED SERVICE FACILITY</b>	<b>\$25,000,000</b>
<i>71,000 sq'</i>	
<b>LIFESTYLE HOTEL</b>	<b>\$54,000,000</b>
<i>Total combined rooms (with Luxury Hotel) = 340</i>	
<b>LIFESTYLE BRANDED RESIDENTIAL DEVELOPMENT</b>	<b>\$48,000,000</b>
<i>Approximately 60 units (2,100-3,500 sq')</i>	
<b>PROMENADE MIXED-USE VILLAGE</b>	<b>\$33,000,000</b>
<i>120 units (1,000-2,000 sq') &amp; 40,000 sq' retail</i>	
<b>RESORT RESIDENTIAL VILLAGE</b>	<b>\$56,000,000</b>
<i>160 units (2,200-4,000 sq')</i>	
<b>TOTAL BUDGET</b>	<b>\$361,500,000</b>

**ATTACHMENT NO. 7**  
**FORM OF OPTION AGREEMENT**

[See following document]

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Manager

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Space Above This Line for Recorder's Use  
(Exempt from Recording Fee per Gov't Code § 6103 and 27383)

### **OPTION AGREEMENT**

THIS OPTION AGREEMENT ("Option Agreement") is made this \_\_\_ day of \_\_\_\_\_, \_\_\_ (the "Effective Date"), by and between SILVERROCK DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("Developer"), and the CITY OF LA QUINTA, a California municipal corporation and charter city ("City"). City and Developer are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

### **R E C I T A L S**

A. Developer has entered into a Purchase, Sale, and Development Agreement dated \_\_\_\_\_, 2014 (the "PSDA"), pursuant to which City conveyed to Developer that certain real property located at the southwest intersection of Avenue 52 and Jefferson Street in the City of La Quinta, County of Riverside, State of California (the "[Phase 1 or Phase 2] Property"). The [Phase 1 or Phase 2] Property is legally described in Exhibit "A," which is attached hereto and incorporated herein by this reference.

B. Pursuant to the PSDA, Developer has agreed to construct on the [Phase 1 or Phase 2] Property and on adjacent real property (the "[Phase 1 or Phase 2] Property" and, collectively with the [Phase 1 or Phase 2] Property, the "Property") a commercial development that consists of a luxury resort hotel and spa and associated branded luxury residential units, a lifestyle hotel and associated lifestyle branded residential units, a permanent clubhouse for the SilverRock Resort's Arnold Palmer Classic Course, a mixed use village, a resort residential village, and associated amenities (collectively, the "Project").

C. The Project shall be constructed on the Property in accordance with all of the requirements set forth in the PSDA.

D. As a condition to City's conveyance of the [Phase 1 or Phase 2] Property to Developer, Developer was required to grant to City (i) an option to repurchase the [Phase 1 or Phase 2] Property, or certain portions thereof, from Developer if Developer (a) fails to commence, continuously proceed with, or complete construction of the

[Phase 1 or Phase 2] Master Site Infrastructure Improvements pursuant to the PSDA within certain specified time frames, (b) fails to commence, continuously proceed with, or complete construction of a Project Component pursuant to the PSDA within certain specified time frames, (c) transfers the [Phase 1 or Phase 2] Property, or any portion thereof, in violation of the terms of the PSDA; and (ii) a right of first offer to purchase the [Phase 1 or Phase 2] Property, or any portion thereof, if (I) City's option under (i)(a), (i)(b), or (i)(c) above has been triggered, (II) City did not timely exercise the applicable option, (III) the default which gave rise to City's option has not been cured, and (IV) Developer has determined to sell or otherwise transfer the [Phase 1 or Phase 2] Property, all as further described herein.

E. Unless otherwise expressly defined in this Option Agreement, capitalized terms used in this Option Agreement, including in the foregoing Recitals, shall have the meanings ascribed thereto in the PSDA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above Recitals and all of the terms and conditions contained in the PSDA, Developer hereby grants to City the following repurchase options:

**1. Option I - Failure to Commence Construction of [Phase 1 or Phase 2] Master Site Infrastructure Improvements**

Subject to Section 7(f) hereof, Developer hereby grants to City an exclusive option to repurchase all, but not less than all, of the [Phase 1 or Phase 2] Property ("Option I"), if Developer fails to commence construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements within ninety (90) days after the Effective Date. For the purposes of this Section 1, the term "commence construction" shall mean Developer's commencement of mass grading for the entire [Phase 1 or Phase 2] Property.

In the event of Developer's failure to commence construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements within the time period described above, and such failure is not cured within the cure period provided for under Sections 7(b) and 7(c) below, then City shall be entitled to exercise, but is not obligated to exercise, the foregoing option for a period of sixty (60) days following the expiration of such cure period (the "Option I Period").

(a) Exercise of Option

City shall exercise Option I by giving written notice to Developer ("City's Notice of Option 1 Exercise"), in accordance with Section 8 of this Option Agreement, prior to the expiration of the Option I Period. Failure of City to exercise Option I shall constitute a waiver of City's right to exercise Option I, but shall not constitute a waiver by City of Developer's breach of its obligation to timely commence construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements or of any remedies City may have under the terms of the PSDA or under any other agreement for Developer's failure to

timely commence construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements.

(b) Repurchase Price - Option I

City's repurchase price for the [Phase 1 or Phase 2] Property, or portion thereof ("Option I Repurchase Price"), shall be the sum of (i) One Dollar (\$1.00) and (ii) the cost of any Plans City elects to purchase pursuant to Section 7(I) below with respect to all or any portion of (a) the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, and/or (b) the Project Components comprising the Project.

**2. Option II - Failure to Continuously Proceed With Construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements or to Complete Construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements**

Developer hereby grants to City an exclusive option ("Option II") to repurchase those portions of the [Phase 1 or Phase 2] Property that remain subject to this Option Agreement as of the date that Option II is exercised (the "Option II Property") if, after commencement of construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, Developer fails to continuously proceed with construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, or to complete the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, as evidenced by acceptance of such [Phase 1 or Phase 2] Master Site Infrastructure Improvements by the La Quinta City Council, within the applicable time period(s) set forth in the Master Site Infrastructure Improvements Phasing Plan (each, as applicable, a "Master Site Infrastructure Improvements Phase Completion Deadline"). For purposes of this Section 2, the term "continuously proceed with construction" shall mean construction that is interrupted, if at all, for periods of no longer than thirty (30) days.

In the event of Developer's failure to continuously proceed with construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, or to complete construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements by the applicable Master Site Infrastructure Improvements Phase Completion Deadline, and such failure is not cured within the cure period provided for under Sections 7(b) and 7(c) below, then City shall be entitled to exercise, but is not obligated to exercise, the foregoing option for a period of sixty (60) days following the completion of the "Master Site Infrastructure Improvements Cost Audit" (as that term is defined in Section 2(b) below) and after expiration of such cure period ("Option II Period").

Notwithstanding anything to the contrary in this Section 2, Option II shall not apply to, and the Option II Property shall not include, those portions of the [Phase 1 or Phase 2] Property for which construction of the Project Component designated pursuant to the PSDA to be constructed thereon has commenced. Such portions are addressed in Section 4 below.

(a) Exercise of Option

City shall exercise Option II by giving written notice to Developer, in accordance with Section 8 of this Option Agreement, prior to the expiration of the Option II Period. Failure of City to exercise Option II shall constitute a waiver by City of City's right to exercise Option II only with respect to Developer's specific incidence of failure to continuously proceed with construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements that gave rise to Option II or of Developer's failure to complete construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements by the Master Site Infrastructure Improvements Phase Completion Deadline (as applicable), but shall not constitute a waiver by City of Developer's breach of its obligation to continuously proceed with construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements or to complete construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements by the Master Site Infrastructure Improvements Phase Completion Deadline (as applicable) or of any remedies City may have under the terms of the PSDA or under any other agreement for Developer's failure to continuously proceed with construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements or to complete construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements by the Master Site Infrastructure Improvements Phase Completion Deadline (as applicable).

(b) Determination of Repurchase Price - Option II

City's repurchase price for the Option II Property ("Option II Repurchase Price"), shall be the sum of (i) one hundred percent (100%) of "Developer's Phase II Master Site Infrastructure Improvements Construction Costs", and (ii) the cost of any Plans City elects to purchase pursuant to Section 7(l) below with respect to all or any portion of (a) the [Phase 1 or Phase 2] Master Site Infrastructure Improvements designated pursuant to the PSDA to be constructed on the Option II Property, and/or (b) the Project Components designated pursuant to the PSDA to be constructed on the Option II Property.

For purposes of this Section 2, the term "Developer's Phase II Master Site Infrastructure Improvements Construction Costs" shall mean the construction costs actually incurred by Developer for construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements on the Option II Property from the Effective Date to the date City exercises this Option II, as determined by an independent audit (the "Phase II Master Site Infrastructure Improvements Cost Audit"), performed by \_\_\_\_\_ [insert before the Phase 1 Closing the name of a third party, independent auditor who shall be selected by City and be a partner at a nationally recognized firm of accountants with experience in auditing large-scale, mixed use construction projects (the "Auditor"), which costs shall consist only of: (I) the amount(s) paid by Developer to the contractor or contractors performing the construction, (II) reasonable inspection, supervision, and testing costs paid by Developer to independent third party engineers, architects, or consultants in conjunction with said construction, and (III) any amounts paid by Developer to material suppliers and equipment suppliers in connection with the construction (but, subject to the immediately preceding paragraph, not including any so-called "soft costs" incurred in the planning, environmental review, or design of the [Phase 1 or Phase 2] Master Site Infrastructure

Improvements constructed on the Option II Property, or any costs, fees, charges, or profits allocated to Developer's own internal administrative, payroll, or overhead expenses or to any person or entity affiliated with Developer). Developer shall promptly provide City and the Auditor with all records and documentation necessary for the Auditor to perform the Phase II Master Site Infrastructure Improvements Cost Audit. In the event that there are any outstanding mortgages or deeds of trust that have been approved by City pursuant to Section 309.1 of the PSDA (any of the foregoing, a "Valid Lien") and that are recorded against the Option II Property at the time that Option II is exercised, Developer and City agree that the Option II Repurchase Price shall be paid to the lender on any such Valid Lien (any such lender with a Valid Lien, a "Lender"), up to the then outstanding balance due under same including, without limitation, the outstanding principal balance, all accrued and unpaid interest, and any prepayment fees and costs (collectively, the "Outstanding Balance"). Any portion of the Option II Repurchase Price not so needed to extinguish a Valid Lien shall be paid to Developer.

### **3. Option III - Failure to Commence Construction of one or more Project Components.**

Developer hereby grants to City an exclusive option ("Option III") to repurchase all, but not less than all, of those portions of the [Phase 1 or Phase 2] Property that remain subject to this Option Agreement as of the date that Option III is exercised (the "Option III Property") if Developer fails to commence construction of any of the Project Components designated pursuant to the PSDA to be constructed on a portion of the Option III Property within ninety (90) days after City's issuance of a building permit for such Project Component(s). For purposes of this Section 3, the term "commence construction" shall mean Developer's commencement of precise grading for all of the real property underlying such Project Component(s).

In the event of Developer's failure to commence construction of any of the Project Components designated pursuant to the PSDA to be constructed on a portion of the Option III Property within the time period described above, and such failure is not cured within the cure period provided for under Sections 7(b) and 7(c) below, then City shall be entitled to exercise, but is not obligated to exercise, the foregoing option for a period of sixty (60) days following the expiration of such cure period (the "Option III Period").

Notwithstanding anything to the contrary in this Section 3, Option III shall not apply to, and the Option III Property shall not include, those portions of the [Phase 1 or Phase 2] Property for which construction of the Project Component designated pursuant to the PSDA to be constructed thereon has commenced. Such portions are addressed in Section 4 below.

#### **(a) Exercise of Option**

City shall exercise Option III by giving written notice to Developer, in accordance with Section 8 of this Option Agreement, prior to the expiration of the Option III Period. Failure of City to exercise Option III shall constitute a waiver by City of City's right to



exercise Option III only with respect to Developer's specific incidence of failure to commence construction of one or more Project Component(s) designated pursuant to the PSDA to be constructed on a portion of the Option III Property within the time period described above in this Section 3, but shall not constitute a waiver by City of Developer's breach of its obligation to commence construction of said Project Component(s) or of any remedies City may have under the terms of the PSDA or under any other agreement for Developer's failure to commence construction of said Project Component(s) within the time period described above in this Section 3.

(b) Determination of Repurchase Price - Option III

City's repurchase price for the Option III Property ("Option III Repurchase Price"), shall be the sum of (i) one hundred percent (100%) of "Developer's Phase III Master Site Infrastructure Improvements Construction Costs", and (ii) the cost of any Plans City elects to purchase pursuant to Section 7(l) below with respect to all or any portion of (a) the [Phase 1 or Phase 2] Master Site Infrastructure Improvements designated pursuant to the PSDA to be constructed on the Option III Property, and/or (b) the Project Components designated pursuant to the PSDA to be constructed on the Option III Property.

For purposes of this Section 3, the term "Developer's Phase III Master Site Infrastructure Improvements Construction Costs" shall mean the construction costs actually incurred by Developer for construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements on the Option III Property from the Effective Date to the date City exercises this Option III, as determined by an independent audit (the "Phase III Master Site Infrastructure Improvements Cost Audit"), performed by the Auditor, which costs shall consist only of (I) the amount(s) paid by Developer to the contractor or contractors performing the construction, (II) reasonable inspection, supervision, and testing costs paid by Developer to independent third party engineers, architects, or consultants in conjunction with said construction, and (III) any amounts paid by Developer to material suppliers and equipment suppliers in connection with the construction (but, subject to the immediately preceding paragraph, not including any so-called "soft costs" incurred in the planning, environmental review, or design of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements constructed on the Option III Property, or any costs, fees, charges, or profits allocated to Developer's own internal administrative, payroll, or overhead expenses or to any person or entity affiliated with Developer). Developer shall promptly provide City and the Auditor with all records and documentation necessary for the Auditor to perform the Phase III Master Site Infrastructure Improvements Cost Audit. In the event that there are any Valid Liens recorded against the Option III Property at the time that Option III is exercised, Developer and City agree that the Option III Repurchase Price shall be paid to the Lender on any such Valid Lien, up to the then Outstanding Balance due under same. Any portion of the Option III Repurchase Price not so needed to extinguish a Valid Lien shall be paid to Developer.

**4. Option IV - Failure to Continuously Proceed With Construction of one or more Project Components or to Complete Construction of one or more Project Components**

Developer hereby grants to City an exclusive option (“Option IV”) to repurchase those portions of the [Phase 1 or Phase 2] Property that remain subject to this Option Agreement as of the date that Option IV is exercised (the “Option IV Property”) if, after commencement of construction of any Project Component(s) designated pursuant to the PSDA to be constructed on a portion of the Option IV Property, Developer fails to continuously proceed with construction of said Project Component(s), or, subject to the last sentence of this paragraph, to complete construction of said Project Component(s) within twenty-four (24) months after Developer commences construction of said Project Component(s) as evidenced by City’s issuance of a certificate of occupancy for the Project Component(s) (the “Option IV Project Component(s) Completion Deadline”). For purposes of this Section 4, the term “continuously proceed with construction” shall mean construction that is interrupted, if at all, for periods of no longer than thirty (30) days. Notwithstanding anything in this paragraph to the contrary, [Phase 1 only: (i) with respect to each of the Resort Residential Village and the Promenade Mixed-Use Village, City shall not be entitled to exercise Option IV, and the Option IV Property shall not include the real property to be developed with either of said Project Components, unless Developer fails to complete construction of at least seventy percent (70%) of the Resort Residential Dwelling Units to be constructed within such Project Components, and in addition, with respect to the Promenade Mixed-Use Village, seventy percent (70%) of the commercial space to be constructed therein, within ten (10) years following the issuance of the first building permit for a Resort Residential Dwelling Unit within the Resort Residential Village or Promenade Mixed-Use Village, as applicable; (ii) with respect to the Luxury Branded Residential Development, City shall not be entitled to exercise Option IV, and the Option IV Property shall not include the real property to be developed with the Luxury Branded Residential Development, unless Developer fails to complete construction of at least seventy percent (70%) of the Resort Residential Dwelling Units to be constructed within the Luxury Branded Residential Development within ten (10) years following the issuance of the first building permit for the Luxury Hotel] [Phase 2 only: with respect to the Lifestyle Branded Residential Development, City shall not be entitled to exercise Option IV, and the Option IV Property shall not include the real property to be developed with the Lifestyle Branded Residential Development, unless Developer fails to complete construction of at least seventy percent (70%) of the Resort Residential Dwelling Units to be constructed within the Lifestyle Branded Residential Development within ten (10) years following the issuance of the first building permit for the Lifestyle Hotel].

In the event of Developer’s failure to continuously proceed with construction of any Project Component(s) designated pursuant to the PSDA to be constructed on a portion of the Option IV Property, or, subject to the last sentence of the immediately preceding paragraph, Developer’s failure to complete construction of any of said Project Component(s) by the applicable Option IV Project Component(s) Completion Deadline, and such failure is not cured within the cure period provided for under Sections 7(b) and 7(c) below, then City shall be entitled to exercise, but is not obligated to exercise, the

foregoing option for a period of sixty (60) days following the completion of the “Option IV Project Component(s) Cost Audit” (as that term is defined in Section 4(b) below) and after expiration of such cure period (“Option IV Period”).

Notwithstanding anything in this Option Agreement to the contrary, (i) City shall not be obligated to purchase any portions of the Option IV Property on which construction of the Project Component designated pursuant to the PSDA to be constructed thereon has commenced; provided, however, that if City exercises Option IV to purchase the [Phase 1 only: Luxury Hotel, City shall be obligated to purchase the Luxury Branded Residential Development if the Luxury Branded Residential Development remains subject to this Option Agreement at the time of City’s exercise of Option IV, and if City exercises Option IV to purchase the Luxury Branded Residential Development, City shall be obligated to purchase the Luxury Hotel, if the Luxury Hotel remains subject to this Option Agreement at the time of City’s exercise of Option IV] [Phase 2 only: Lifestyle Hotel, City shall be obligated to purchase the Lifestyle Branded Residential Development if the Lifestyle Branded Residential Development remains subject to this Option Agreement at the time of City’s exercise of Option IV, and if City exercises Option IV to purchase the Lifestyle Branded Residential Development, City shall be obligated to purchase the Lifestyle Hotel, if the Lifestyle Hotel remains subject to this Option Agreement at the time of City’s exercise of Option IV].

(a) Exercise of Option

City shall exercise Option IV by giving written notice to Developer, in accordance with Section 8 of this Option Agreement, prior to the expiration of the Option IV Period, which notice shall set forth with specificity the portion of the Option IV Property City is authorized and desires and/or is required to acquire (the “Option IV City Acquisition Property”). Failure of City to exercise Option IV shall constitute a waiver by City of City’s right to exercise Option IV only with respect to Developer’s specific incidence of failure to continuously proceed with construction of the Project Component(s) designated pursuant to the PSDA to be constructed on a portion of the Option IV Property that gave rise to Option IV, or failure to complete construction of said Project Component(s) by the applicable Option IV Project Component(s) Completion Deadline that gave rise to Option IV, subject to the last sentence of the first paragraph of this Section 4 (as applicable), but shall not constitute a waiver by City of Developer’s breach of its obligation to continuously proceed with construction of said Project Component(s), or to complete construction of said Project Component(s) by the applicable Option IV Project Component(s) Completion Deadline (as applicable) or of any remedies City may have under the terms of the PSDA or under any other agreement for Developer’s failure to continuously proceed with construction of said Project Component(s), or to complete construction of said Project Components by the Option IV Project Component(s) Completion Deadline (as applicable).

(b) Determination of Repurchase Price - Option IV

City’s repurchase price for the Option IV City Acquisition Property (“Option IV Repurchase Price”), shall be the sum of (i) one hundred percent (100%) of “Developer’s

Option IV Project Component(s) Construction Costs”, and (ii) the cost of any Plans City elects to purchase pursuant to Section 7(l) below with respect to all or any portion of (a) the [Phase 1 or Phase 2] Master Site Infrastructure Improvements designated pursuant to the PSDA to be constructed on the Option IV City Acquisition Property, and/or (b) the Project Components designated pursuant to the PSDA to be constructed on the Option IV City Acquisition Property.

For purposes of this Section 4, the term “Developer’s Option IV Project Component(s) Construction Costs” shall mean the construction costs actually incurred by Developer for construction of (I) the portion of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements constructed on the Option IV City Acquisition Property from the Effective Date to the date City exercises this Option IV, and (II) the portion of the Project Component(s) designated pursuant to the PSDA to be constructed on the Option IV City Acquisition Property from the Effective Date to the date City exercises this Option IV, all as determined by an independent audit (the “Option IV Project Component(s) Cost Audit”), performed by the Auditor, which costs shall consist only of (i) the amount(s) paid by Developer to the contractor or contractors performing the construction, (ii) reasonable inspection, supervision, and testing costs paid by Developer to independent third party engineers, architects, or consultants in conjunction with said construction, and (iii) any amounts paid by Developer to material suppliers and equipment suppliers in connection with the construction (but, subject to the immediately preceding paragraph, not including any so-called “soft costs” incurred in the planning, environmental review, or design of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements constructed on the Option IV Property or the Project Component(s) designated pursuant to the PSDA to be constructed on the Option IV Property, or any costs, fees, charges, or profits allocated to Developer's own internal administrative, payroll, or overhead expenses or to any person or entity affiliated with Developer). Developer shall promptly provide City and the Auditor with all records and documentation necessary for the Auditor to perform the Option IV Project Component(s) Cost Audit. In the event that there are any Valid Liens recorded against the Option IV City Acquisition Property at the time that Option IV is exercised, Developer and City agree that the Option IV Repurchase Price shall be paid to the Lender on any such Valid Lien, up to the then outstanding balance due under same. Any portion of the Option IV Repurchase Price not so needed to extinguish a Valid Lien shall be paid to Developer.

**5. Option V - Transfer of the [Phase 1 or Phase 2] Property, or Portion Thereof, Prior to Completion of Project**

Developer hereby grants to City an exclusive option (“Option V”) to repurchase all, but not less than all, of the [Phase 1 or Phase 2] Property that remains subject to this Option Agreement as of the date that Option V is exercised (the “Option V Property”), if, prior to the time Developer completes the Project, Developer transfers or suffers an involuntary transfer of the [Phase 1 or Phase 2] Property or portion thereof in violation of the terms of the PSDA (“Option V”).

In the event of Developer's transfer of the [Phase 1 or Phase 2] Property or portion thereof in violation of the PSDA (an "Unauthorized Transfer"), City shall be entitled to exercise, but is not obligated to exercise, the foregoing option for sixty (60) days following the later of (i) the date of the Unauthorized Transfer that gives rise to City's option under this Section 5, or (ii) City's discovery of the Unauthorized Transfer that gives rise to Option V ("Option IV Period"). Notwithstanding anything to the contrary in this Section 5, (a) Option V shall not apply to, and the Option V Property shall not include, those portions of the [Phase 1 or Phase 2] Property that were not the subject of an Unauthorized Transfer, and (b) City shall not be obligated to purchase any portion of the Option V Property on which construction of the Project Component designated pursuant to the PSDA to be constructed thereon has commenced; provided, however, if City exercises Option V to purchase the [Phase 1 only: Luxury Hotel, City shall be obligated to purchase the Luxury Branded Residential Development if the Luxury Branded Residential Development remains subject to this Option Agreement at the time of City's exercise of Option V, and if City exercises Option V to purchase the Luxury Branded Residential Development, City shall be obligated to purchase the Luxury Hotel, if the Luxury Hotel remains subject to this Option Agreement at the time of City's exercise of Option V] [Phase 2 only: Lifestyle Hotel, City shall be obligated to purchase the Lifestyle Branded Residential Development if the Lifestyle Branded Residential Development remains subject to this Option Agreement at the time of City's exercise of Option V, and if City exercises Option V to purchase the Lifestyle Branded Residential Development, City shall be obligated to purchase the Lifestyle Hotel, if the Lifestyle Hotel remains subject to this Option Agreement at the time of City's exercise of Option V].

(a) Exercise of Option

City shall exercise Option V by giving written notice to Developer ("City's Notice of Option IV Exercise"), in accordance with Section 8 of this Option Agreement, prior to the expiration of the Option V Period, which notice shall set forth with specificity the portion of the [Phase 1 or Phase 2] Property City is authorized and desires and/or is obligated to acquire (the "Option V City Acquisition Property"). Failure of City to exercise Option V shall constitute a waiver by City of City's right to exercise Option V only with respect to the specific Unauthorized Transfer that gave rise to Option V, but shall not constitute a waiver by City of Developer's breach of the transfer provisions in the PSDA or pursuant to this Option Agreement, or of any remedies City may have under the terms of the PSDA or under any other agreement for Developer's transfer or sufferance of an involuntary transfer of the [Phase 1 or Phase 2] Property or portion thereof.

(b) Repurchase Price - Option V

City's repurchase price for the Option V City Acquisition Property ("Option V Repurchase Price") shall be as follows:

i) In the event Developer has not yet commenced construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements to be constructed

on the Option V City Acquisition Property at the time City exercises Option V, City's Option I Price shall be the sum of (a) One Dollar (\$1.00) and (b) the cost of any Plans City elects to purchase pursuant to Section 7(l) below with respect to all or any portion of (I) the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, and/or (II) the Project Components comprising the Project.

ii) In the event Developer has commenced construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements on the Option V City Acquisition Property at the time City exercises Option V, then (1) if City is authorized to and elects to purchase all of the Option V Property, the Option V Repurchase Price shall be the sum of (a) ninety percent (90%) of the purchase price paid to Developer in connection with the Unauthorized Transfer that triggered City's right to exercise Option V, and (b) the cost of any Plans City elects to purchase pursuant to Section 7(l) below with respect to all or any portion of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, and/or the Project Components comprising the Project; and (2) if City is authorized hereunder and/or elects to purchase only a portion of the Option V Property, then City's Option V Repurchase Price shall be the amount that would have been payable under this Option Agreement by City to Developer if such portion of the Option V Property would have been purchased by City pursuant to Option I, Option II, or Option III, as applicable depending upon the status of construction upon such portion of the Option V Property as of the date that Option V is exercised by City.

In the event that there are any Valid Liens recorded against the Option V City Acquisition Property at the time that Option V is exercised, Developer and City agree that the Option V Repurchase Price shall be paid to the Lender on any such Valid Lien, up to the then Outstanding Balance due under same. Any portion of the Option V Repurchase Price not so needed to extinguish a Valid Lien shall be paid to Developer.

## **6. City's Right of First Offer**

Developer hereby grants to City a right of first offer ("City's Right of First Offer") to purchase all, but not less than all, of the [Phase 1 or Phase 2] Property, that remains subject to this Option Agreement as of the date that City exercised the Right of First Offer (the "Right of First Offer Property"), in accordance with the terms and conditions in this Section 6, in the event that (i) City has had the right to exercise any of Option I, Option II, Option III, Option IV, or Option V and has failed to exercise or has elected not to exercise Option I, Option II, Option III, Option IV, or Option V (as applicable) in accordance with the terms of this Option Agreement and Developer's default that gave rise to Option I, Option II, Option III, Option IV, or Option V (as applicable) has not been cured, and (ii) Developer has determined to sell or otherwise transfer the [Phase 1 or Phase 2] Property or portion thereof. Notwithstanding anything to the contrary in this Section 6, (a) the Right of First Offer Property shall not include any portion of the [Phase 1 or Phase 2] Property that is not included in "Developer's Sale Notice" (as that term is defined in Section 6(a) below, (b) in the event City elects to exercise City's Right of First Offer, City may elect to purchase only those portions of the Right of First Offer Property that City was authorized and desires (or is otherwise obligated) to purchase pursuant to the terms of Option I, Option II, Option III, Option IV, or Option V (as applicable), and (c)

[Phase 1 only: Luxury Hotel, City shall be obligated to purchase the Luxury Branded Residential Development if the Luxury Branded Residential Development remains subject to this Option Agreement at the time of City's exercise of City's Right of First Offer, and if City exercises City's Right of First Offer to purchase the Luxury Branded Residential Development, City shall be obligated to purchase the Luxury Hotel, if the Luxury Hotel remains subject to this Option Agreement at the time of City's exercise of City's Right of First Offer [Phase 2 only: Lifestyle Hotel, City shall be obligated to purchase the Lifestyle Branded Residential Development if the Lifestyle Branded Residential Development remains subject to this Option Agreement at the time of City's exercise of City's Right of First Offer, and if City exercises City's Right of First Offer to purchase the Lifestyle Branded Residential Development, City shall be obligated to purchase the Lifestyle Hotel, if the Lifestyle Hotel remains subject to this Option Agreement at the time of City's exercise of City's Right of First Offer. The portions of the Right of First Offer Property City acquires hereunder shall be hereinafter referred to as the "Right of First Offer City Acquisition Property".

(a) Developer's Notice to City; City's Election

In the event that the circumstances described in clauses (i) and (ii) of the immediately preceding paragraph exist, then prior to entering into any transaction with a third party concerning the sale of any of the Right of First Offer Property, Developer shall provide City with written notice of Developer's intent to sell such Right of First Offer Property, and Developer's proposed sale price for the same ("Developer's Sale Notice"). City shall have sixty (60) days after receiving Developer's Sale Notice to notify Developer, in writing, of City's election to exercise City's Right of First Offer to acquire the Right of First Offer City Acquisition Property, at the price noted in Developer's Sale Notice ("City's Election to Exercise"); provided, however, that if the Right of First Offer City Acquisition Property does not comprise all of the Right of First Offer Property, then City's acquisition price shall be the amount that would have been payable under this Option Agreement by City to Developer if such portion of the Right of First Offer City Acquisition Property would have been purchased by City pursuant to Option I, Option II, or Option III, as applicable depending upon the status of construction upon such portion of the Right of First Offer City Acquisition Property as of the date that the Right of First Offer is exercised by City.

(b) City's Failure to Exercise

City's failure to deliver to Developer City's Election to Exercise within such sixty (60) day period shall be deemed City's election not to exercise City's Right of First Offer and, except as provided below, City's Right of First Offer with respect to the Right of First Offer Property shall then terminate and City shall have no further right of first offer with respect to the Right of First Offer Property. If City elects not to exercise (or is deemed to have elected not to exercise) City's Right of First Offer then Developer may sell the Right of First Offer Property to a third party purchaser; provided, however, that in the event Developer determines to sell the Right of First Offer Property at a price that is less than the price set forth in Developer's Sale Notice, Developer shall provide City with a written notice of Developer's intent to sell the Right of First Offer Property, with Developer's new proposed sale price for the same ("Developer's Second Sale Notice"), and City's Right of First Offer shall again apply with respect to the Right of First

Offer Property, in accordance with the process outlined in subparagraph (a) above and this subparagraph (b).

(c) Transfer Restrictions of PSDA

Notwithstanding the foregoing, nothing herein is intended to or shall have the effect of waiving the transfer restrictions set forth in the PSDA, and any proposed sale or transfer by Developer shall be effected in accordance with the same.

**7. Additional Terms Applicable to the Repurchase Options**

The following additional terms shall apply to Option I, Option II, Option III, Option IV, Option V, and City's Right of First Offer:

(a) Successors and Assigns. Option I, Option II, Option III, Option IV, Option V, and City's Right of First Offer created hereby shall be irrevocable by Developer and shall be binding upon the successors and assigns of Developer and on the [Phase 1 or Phase 2] Property.

(b) Developer's Right to Cure Certain Defaults. Notwithstanding anything herein to the contrary, but subject to the immediately following sentence, City shall not be entitled to exercise Option I, Option II, Option III, or Option IV until City has provided a written notice to Developer regarding Developer's failure to commence construction, continuously proceed with construction, or to complete construction, as applicable (with any of the above failures referred to hereinafter as an "Option Triggering Event"), and Developer has not, within sixty (60) days after receipt of such notice, cured, corrected, or remedied such Option Triggering Event or, for those Option Triggering Events that cannot reasonably be cured, corrected, or remedied within sixty (60) days, commenced to cure, correct or remedy such Option Triggering Event within said sixty (60) day period, and diligently prosecute the same to completion. If the Option Triggering Event relates to the exercise of Option III or Option IV with respect to construction of the [Luxury Hotel or Lifestyle Hotel], then the aforementioned cure periods provided to Developer under this paragraph shall be one hundred twenty (120) days.

(c) Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Developer, whenever City may deliver any notice or demand to Developer with respect to an Option Triggering Event, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage or deed of trust which has previously requested such notice in writing. Each such holder shall (insofar as the rights granted by City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the



Property (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

(d) No City Obligation. Notwithstanding any covenant, term, or provision in this Section 7 to the contrary, City shall not be obligated to exercise Option I, Option II, Option III, Option IV, Option V, or City's Right of First Offer.

(e) Termination of Option Agreement. In the event Developer commences and completes construction of a Project Component, as evidenced by City's issuance of a Release of Construction Covenants for such Project Component and City has not exercised Option I, Option II, Option III, Option IV, Option V or City's Right of First Offer with respect to such Project Component or the real property on which such Project Component is designated pursuant to the PSDA to be constructed, City shall execute and record a termination of this Option Agreement with respect to said real property within fifteen (15) business days after City's issuance of a Release of Construction Covenants for the Project Component. City shall, at or prior to the close of escrow for the sale of each Residential Dwelling Unit at the Project to a third party buyer, cause this Option Agreement to be terminated with respect to such Residential Dwelling Unit. Within ten (10) days following City's receipt of written notice from Developer of a pending escrow for the sale of any such Residential Dwelling Unit, City shall (i) execute and have notarized a Quitclaim Deed and/or such other document(s) required by the applicable escrow holder to evidence the termination of this Option Agreement with respect to the Residential Dwelling Unit being sold, and (ii) deposit the original of such executed and notarized document(s) into such escrow.

(f) Enforced Delay Pursuant to PSDA. Notwithstanding anything to the contrary herein, in the event performance by Developer under the PSDA is extended pursuant to Section 702 of the PSDA, such that the time by which Developer is required thereunder to commence construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, complete construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, commence construction of one or more Project Components designated pursuant to the PSDA to be constructed on a portion of the Property, or complete construction of one or more Project Components designated pursuant to the PSDA to be constructed on a portion of the Property, is extended, such extensions shall automatically apply hereto to (as applicable) extend the time by which Developer is required to commence construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, complete construction of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements, commence construction of one or more Project Components designated pursuant to the PSDA to be constructed on a portion of the Property, or complete construction of one or more Project Components designated pursuant to the PSDA to be constructed on a portion of the Property, by the same time as extended under the PSDA.

(g) Subordination. City and Developer shall enter into with the Lender a subordination or similar agreement that provides for all of the following: (i) the Lender

to notify City, in writing, of any default by Developer under the Lender's loan documents concurrently with its notification to Developer of such default, (ii) the Lender to notify City, in writing, of the Lender's intention to record a notice of default (a "Notice of Default") in the Official Records of the County of Riverside, State of California (the "Official Records") not less than two (2) weeks prior to any such recordation; (iii) the right of City to cure the default at any time prior to the foreclosure (or recording of a deed in lieu thereof) on the Lender's deed of trust, (iv) the right of City to negotiate with the Lender regarding the default at any time prior to the foreclosure (or recording of a deed in lieu) on the Lender's deed of trust, (v) the Lender's agreement that Lender shall not conduct a foreclosure sale (or exercise a power of sale or record a deed in lieu of foreclosure or any similar action that would result in the ownership and vesting of title in the name of Lender or its assignee or designee) prior to the date that is at least six (6) months after the Lender records a Notice of Default, and (vi) the Lender's agreement to allow City to extend the six (6) month period referenced in clause (v) for at least six (6) months by paying to the Lender the regular monthly loan payments due during such extension period. The foregoing provisions in clauses (i)-(v), and any other additional terms and conditions that City, Developer, and Lender may deem necessary or appropriate, shall be in any subordination or other agreement as may be requested or required by either the Lender or Developer, which agreement would result in this Option Agreement having lower priority from any other instrument or encumbrance (including but not limited to a mortgage, deed of trust, regulatory agreement, temporary or permanent easement, reciprocal servitude, and any covenants, codes, and restrictions or restrictive use covenant) that is executed on behalf of and for the benefit of either the Lender or Developer, or both, and to be recorded in the Official Records.

(h) City's Investigation of [Phase 1 or Phase 2] Property. City shall have forty-five (45) days after the occurrence of an event that triggers City's ability to exercise any of Option I, Option II, Option III, Option IV, Option V, or City's Right of First Offer, to enter upon the [Phase 1 or Phase 2] Property (or applicable portion thereof) to conduct any tests, inspections, investigations, or studies of the condition of the [Phase 1 or Phase 2] Property (or applicable portion thereof). Developer shall permit City access to the [Phase 1 or Phase 2] Property (or applicable portion thereof) for such purposes. City's obligation to close "Escrow" (as defined below) shall be subject to City's approval of any environmental and other site testing conducted by City in City's discretion. City shall indemnify, defend, and hold harmless Developer and its officers, directors, shareholders, employees, agents, and representatives from and against all claims, liabilities, or damages, and including expert witness fees and reasonable attorney's fees and costs, arising out of any such testing, inspection, or investigatory activity on the [Phase 1 or Phase 2] Property (or applicable portion thereof).

(i) Escrow Provisions.

i) Within five (5) business days after City has exercised Option I, Option II, Option III, Option IV, Option V, or City's Right of First Offer (as applicable), or as soon thereafter as reasonably practicable, an escrow shall be opened ("Escrow") with an escrow company selected by City ("Escrow Holder") for the reconveyance to City of the portions of the [Phase 1 or Phase 2] Property to be acquired by City pursuant

to this Option Agreement. Escrow shall be deemed opened on the date that a fully executed copy of this Option Agreement and a notice of exercise of option prepared by City are delivered to Escrow Holder ("Opening of Escrow"). Escrow Holder shall notify Developer and City in writing of the date of the Opening of Escrow promptly following the opening of the Escrow.

ii) Escrow shall close on or before the date that is six (6) months after occurrence of the event giving rise to City's exercise of Option I, Option II, Option III, Option IV, Option V, or City's Right of First Offer ("Close of Escrow" or "Closing Date"). The terms "Close of Escrow" and "Closing Date" shall mean the date the grant deed conveying fee title to City ("City Grant Deed") is recorded in the Official Records. Possession of the portions of the [Phase 1 or Phase 2] Property conveyed to the City pursuant to this Option Agreement shall be delivered to City at the Close of Escrow.

iii) This Option Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of Developer and City to Escrow Holder as well as an agreement between Developer and City. In the event of any conflict between the provisions of this Option Agreement and Escrow Holder's standard instructions, this Option Agreement shall prevail.

iv) The Escrow shall be subject to City's approval of a then-current preliminary title report. Any monetary lien(s) or encumbrance(s) shown on such preliminary title report that is (are) created concurrent with or after the close of escrow that conveyed the [Phase 1 or Phase 2] Property from City to Developer shall be removed by Developer at its sole expense prior to the Close of Escrow pursuant to this Section 7(i) unless such exception(s) is (are) accepted by City in its sole discretion; provided, however, that City shall accept the following exceptions to title: (i) current taxes not yet delinquent, (ii) matters affecting title existing on the date of recordation of the Grant Deed to the [Phase 1 or Phase 2] Property (in the form of Attachment No. 4 to the PSDA), and (iii) matters shown as printed exceptions in the standard form ALTA policy of title insurance. In the event the [Phase 1 or Phase 2] Property is encumbered by a Valid Lien, City shall be permitted to unilaterally instruct Escrow Holder to satisfy the indebtedness secured thereby out of the proceeds payable to Developer through the foregoing Escrow. Any additional amount necessary to satisfy such Valid Lien, including, without limitation, (1) the amount of the unpaid indebtedness secured by such Valid Lien, including principal and interest and all other sums secured by the Valid Lien, including, without limitation, any prepayment fees and costs, shall be paid by City at the Closing.

v) On or before 1:00 p.m. on the last business day preceding the scheduled Closing Date, City shall deposit in Escrow (i) the applicable of the Option I Repurchase Price, the Option II Repurchase Price, the Option III Repurchase Price, the Option IV Repurchase Price, the Option V Repurchase Price, or the price noted in Developer's Sale Notice or Developer's Second Sale Notice (as applicable, and as may be adjusted pursuant to Section 7(a) above) (the "Right of First Offer Repurchase Price"); (ii) one-half (1/2) of the escrow fees; (iii) the portion of the title insurance

premium attributable to any extra or extended coverages, or any additional charge resulting from City's request that the amount of insurance be higher than the applicable of the Option I Repurchase Price, the Option II Repurchase Price, the Option III Repurchase Price, the Option IV Repurchase Price, the Option V Repurchase Price, or the Right of First Offer Repurchase Price; and (iv) any and all additional instruments or other documents required from City (executed and acknowledged if appropriate) as may be necessary in order to effect the transfer of the [Phase 1 or Phase 2] Property, or applicable portion thereof, to City. On or before 1:00 p.m. on the last business day preceding the scheduled Closing Date, Developer shall deposit in Escrow (i) the City Grant Deed, executed and acknowledged; (ii) one-half (1/2) of the escrow fees; and (iii) any and all additional instruments or other documents required from Developer (executed and acknowledged if appropriate) as may be necessary in order to effect the transfer of the [Phase 1 or Phase 2] Property, or applicable portion thereof, to City. Developer shall also be required to pay for documentary tax stamps and recording fees, if any, and for an ALTA standard form owner's policy of title insurance in the amount of the Option I Repurchase Price, the Option II Repurchase Price, the Option III Repurchase Price, the Option IV Repurchase Price, the Option V Repurchase Price, or the Right of First Offer Repurchase Price (as applicable), showing title vested in City free and clear of all liens and encumbrances except those permitted by subparagraph iv) above (the "Title Policy"). City's receipt of the Title Policy shall be a condition to the Close of Escrow. Any other costs and expenses shall be allocated between the Parties in the manner customary for a commercial property conveyance in Riverside County.

vi) If, on or before the Closing Date, Escrow Holder has received all of the documents and funds listed in subparagraph (v) above, and Escrow Holder is in a position to cause the Title Policy to be issued to City, and provided City has approved of the condition of the [Phase 1 or Phase 2] Property, or applicable portion thereof, Escrow Holder shall close the Escrow by taking the following actions: (a) recording the City Grant Deed in the Official Records, and delivering the recorded City Grant Deed to City; (b) causing the Title Policy to be issued to City; and (c) delivering the portion of the applicable of the Option I Repurchase Price, the Option II Repurchase Price, the Option III Repurchase Price, the Option IV Repurchase Price, the Option V Repurchase Price, or the Right of First Offer Repurchase Price remaining after payment of all Valid Liens, if any, to Developer.

(j) City's Right to Acquire the [Phase 1 or Phase 2] Property. Notwithstanding anything herein to the contrary, upon City's exercise of Option I, Option II, Option III, Option IV, Option V, or City's Right of First Offer, Developer's commencement to cure the default that led to City's exercise shall not affect City's right to close the Escrow and acquire the [Phase 1 or Phase 2] Property (or applicable portion thereof).

(k) City's Repurchase of Uncompleted Portions of the Property. Notwithstanding anything herein to the contrary, in the event that as a result of City exercising Option III or Option IV City acquires the [Phase 1 or Phase 2] Property, or portion thereof, if Developer has obtained from City a certificate of occupancy and has sold to third parties one or more of the Residential Dwelling Units developed thereon,

the provisions of this Option Agreement shall apply only to those portions of the [Phase 1 or Phase 2] Property which have not been sold to third parties (“Uncompleted Portion of the Repurchase Property”) and any calculations for determining the Option III Repurchase Price or the Option IV Repurchase Price (as applicable) shall be based solely upon the Uncompleted Portion of the Repurchase Property.

(l) City’s Right to Purchase Plans. At the time City exercises any of Option I, Option II, Option III, Option IV, Option V, or City’s Right of First Offer, City shall also have the right, which City may exercise in its sole and absolute discretion, to purchase from Developer for the actual cost Developer incurred in preparing the same, all (but not less than all) of the plans, blueprints, drawings, sketches, specifications, tentative or final subdivision maps, landscape plans, utilities plans, soils reports, noise studies, environmental assessment reports, grading plans and any other materials (collectively, the “Plans”) relating to (i) all of the [Phase 1 or Phase 2] Master Site Infrastructure Improvements designated pursuant to the PSDA to be constructed on the portions of the Property to be acquired by City, and/or (b) all or any of the Project Components designated pursuant to the PSDA to be constructed on the portions of the Property to be acquired by City, together with copies of all of the Plans, as have been prepared for the development of the [Phase 1 or Phase 2] Property to date of City’s exercise of Option I, Option II, Option III, Option IV, or City’s Right of First Offer (as applicable). Notwithstanding the foregoing, however, Developer does not covenant to convey to City the copyright or other ownership rights of third parties. City’s acquisition or use of the Plans or any of them shall be without any representation or warranty by Developer as to the accuracy or completeness of any such Plans, and City shall assume all risks in the use of the Plans.

(m) City’s Repurchase Price Reflects Reasonable Approximation of Damages. City and Developer agree that City has the right to either proceed with its remedies under the PSDA or to exercise Option I, Option II, Option III, Option IV, or Option V. Notwithstanding anything to the contrary herein or in the PSDA, in the event City exercises any of Option I, Option II, Option III, Option IV, or Option V (as applicable) to acquire the [Phase 1 or Phase 2] Property, or a portion thereof, City shall be deemed to have elected to waive the remedies to which it would otherwise be entitled under the PSDA. City and Developer agree that City will incur damages by reason of the default that gave rise to City’s ability to exercise Option I, Option II, Option III, Option IV, or Option V (as applicable), which damages shall be impractical and extremely difficult, if not impossible, to ascertain. City and Developer, in a reasonable effort to ascertain what City’s damages would be in the event of such default by Developer, have agreed that considering all of the circumstances existing on the date of this Option Agreement, including the relationship of the sum to the range of harm to City that reasonably could be anticipated, including without limitation the potential loss of tax revenue to the City of La Quinta, and the anticipation that proof of actual damages would be costly or inconvenient, the exercise by City of Option I, Option II, Option III, Option IV, or Option V (as applicable), and the payment by City of the Option I Repurchase Price, the Option II Repurchase Price, the Option III Repurchase Price, the Option IV Repurchase Price, or the Option V Repurchase Price (as applicable) and the conveyance of the [Phase 1 or Phase 2] Property, or applicable portion thereof, by

Developer to City, is fair and reasonable. City and Developer agree that the (discounted) Option I Repurchase Price, Option II Repurchase Price, Option III Repurchase Price, Option IV Repurchase Price, or Option V Repurchase Price (as applicable) reflect a reasonable estimate of City's damages under the provisions of Section 1671 of the California Code of Civil Procedure and shall operate as liquidated damages to City if City exercises Option I, Option II, Option III, Option IV, or Option V (as applicable). If City does not exercise Option I, Option II, Option III, Option IV, or Option V, then City shall retain and may exercise all of its rights and remedies as set forth in any other agreement, including, but not limited to, the PSDA.

## 8. Notices, Demands and Communications Between the Parties

Formal notices, demands, and communications between City and Developer shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To City: City of La Quinta  
78-495 Calle Tampico  
La Quinta, California 92253  
Attn: City Manager

With a copy to: Rutan & Tucker, LLP  
611 Anton Boulevard., Suite 1400  
Costa Mesa, California 92626  
Attn: William H. Ihrke, Esq.

To Developer: c/o Meriwether Companies  
11999 San Vicente Boulevard, Suite 220  
Los Angeles, California 90040  
Attn: Graham Culp

With a copy to: Glaser Weil Fink Howard Avchen & Shapiro, LLP  
10250 Constellation Boulevard, 19<sup>th</sup> Floor  
Los Angeles, California 90067  
Attn: Saul Breskal, Esq.

and to:

The Robert Green Company

\_\_\_\_\_  
\_\_\_\_\_  
Attn: Robert Green

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed in the manner provided above shall be

deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

#### **9. Applicable Law and Forum; Attorney's Fees**

The Superior Court of the State of California in the County of Riverside shall have the exclusive jurisdiction of any litigation between the Parties arising out of this Option Agreement. This Option Agreement shall be governed by, and construed under, the internal laws of the State of California, without regard to conflict of law principles. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Option Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Option Agreement. The rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Developer shall be made in any manner permitted by law and shall be effective whether served within or outside of California.

If either Party to this Option Agreement is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Option Agreement, the Party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees. Attorney's fees shall include reasonable costs for investigating such action, conducting discovery, retaining expert witnesses, and all other necessary costs the court allows which are incurred in such litigation.

#### **10. City Right to Assign**

In the event City has the right to exercise any of Option I, Option II, Option III, Option IV, Option V, or City's Right of First Offer, City shall have the right to assign its rights hereunder upon providing prior written notice to Developer pursuant to Section 8 of this Option Agreement, and thereafter entering into an assignment and assumption agreement with such assignee.

#### **11. Nonliability of City Officials and Employees**

No officer, official, employee, agent, or representative of City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Developer or its successor, or for breach of any obligation of the terms of this Option Agreement.

#### **12. Nondiscrimination**

Developer covenants for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry with respect to this Option Agreement or use of the [Phase 1 or Phase 2] Property.

### **13. Interpretation**

The terms of this Option Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Option Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Option Agreement.

### **14. Entire Agreement**

This Option Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and, with the exception of the PSDA, supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Option Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and Developer.

### **15. Counterparts**

This Option Agreement may be executed in counterparts, each of which, after all the Parties hereto have signed this Option Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### **16. Severability**

In the event any section or portion of this Option Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Option Agreement.



IN WITNESS WHEREOF, the Parties have executed this Option Agreement as of the date first above written.

“DEVELOPER”

SILVERROCK DEVELOPMENT  
COMPANY, LLC,  
a California limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

“CITY”

CITY OF LA QUINTA a California  
municipal corporation and charter city

By: \_\_\_\_\_

Its: City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
City Attorney

State of California )  
County of Riverside )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

State of California )  
County of Riverside )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE [PHASE 1 OR PHASE 2] PROPERTY

[To be inserted]

**ATTACHMENT NO. 8**  
**RELEASE OF CONSTRUCTION COVENANTS**

[See following document]

RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL TO:

SilverRock Development Company, LLC  
C/o Meriwether Companies  
11999 San Vicente Boulevard, Suite 220  
Los Angeles, California 90049

This document is exempt from the payment of a  
recording fee pursuant to Government Code Section  
27383

## RELEASE OF CONSTRUCTION COVENANTS

**THIS RELEASE OF CONSTRUCTION COVENANTS** (the "Release") is made by the **CITY OF LA QUINTA**, a California municipal corporation and charter city (the "City"), in favor of **SILVERROCK DEVELOPMENT COMPANY, LLC**, a Delaware limited liability company (the "Developer"), as of \_\_\_\_\_, \_\_\_\_.

### RECITALS

A. City and Developer have entered into that certain Purchase, Sale, and Development Agreement (the "PSDA") dated \_\_\_\_\_ concerning the development of certain real property situated in the City of La Quinta, California, a portion of which is more fully described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. As referenced in Section 310 of the PSDA, City is required to furnish Developer or its successors with a Release of Construction Covenants upon Developer's completion of construction of the \_\_\_\_\_ **[Insert applicable Project Component, as that term is described in Section 100 of the PSDA]** (as defined in Section 100 of the PDA), which Release is required to be in such form as to permit it to be recorded in the Recorder's office of Riverside County. This Release is conclusive determination of satisfactory completion of the construction and development required by the PSDA.

C. City has conclusively determined that such construction and development has been satisfactorily completed.

**NOW, THEREFORE**, City hereby certifies as follows:

1. The \_\_\_\_\_ **[Insert applicable Project Component, as that term is described in Section 100 of the PSDA]** to be constructed by Developer has been fully and satisfactorily completed in conformance with the PSDA. Any operating requirements and all use, maintenance or nondiscrimination covenants contained in the PSDA and other documents executed and recorded pursuant to the PSDA shall remain in effect and enforceable according to their terms.

2. This Release of Construction Covenants does not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage or any insurer of a mortgage security money loaned to finance the work of construction if improvements and development of the Property, or any part hereof.

3. This Release of Construction Covenants does not denote completion of any work required to be completed, other than on the Property.

4. This Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

5. Nothing contained in this instrument shall modify in any other way any other provisions of the PSDA.

**IN WITNESS WHEREOF**, City has executed this Release as of the date set forth above.

**CITY OF LA QUINTA**, a California municipal corporation and charter city

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED BY DEVELOPER:**

**SILVERROCK DEVELOPMENT COMPANY, LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
( insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
( insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**  
[TO BE ATTACHED]

**ATTACHMENT NO. 9**  
**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

[See following document]

REQUESTED  
AND WHEN RECORDED MAIL TO:

BY

City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Manager

Exempt From Recording Fee Pursuant to Government Code § 27383

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Assignment”) is entered into this \_\_\_\_ day of \_\_\_\_ by and between SILVERROCK DEVELOPMENT COMPANY, LLC, a Delaware limited liability company (“Assignor”) and \_\_\_\_\_, a \_\_\_\_\_ (“Assignee”) with reference to the following:

### RECITALS

A. Assignor is the owner in fee simple of certain real property located at the southwest intersection of Jefferson Street and Avenue 52 in the City of La Quinta, California (the “Site”). The Site is more particularly described on Exhibit “A”, which is attached hereto and incorporated herein by this reference.

B. Assignor acquired the Site and certain other adjacent real property (collectively with the Site, the “Development Property”) from the City of La Quinta, a California municipal corporation and charter city (“City”) pursuant to the terms of that certain Purchase, Sale, and Development Agreement dated on or about \_\_\_\_\_, 2014 (the “PSDA”). A Memorandum of Purchase, Sale, and Development Agreement was recorded in the Official Records of the County of Riverside on \_\_\_\_\_, as Instrument No. \_\_\_\_\_, to provide notice of the PSDA.

C. On or about the same date as the City and Assignor executed the PSDA, the City and Assignor entered into that certain Development Agreement, which was recorded against the Development Property in the Official Records of the County of Riverside on \_\_\_\_\_ 2014, as Instrument No. \_\_\_\_\_ (the “Development Agreement”).

D. Pursuant to the terms of the PSDA and the Development Agreement, the Property was to be used for a \_\_\_\_\_ (the [“Project” or “Project Component”]).

E. Pursuant to the terms of the PSDA the City and Assignor entered into that certain [insert other applicable documents encumbering the Property, such as Option Agreement, Agreement to Share Transient Occupancy Tax Revenue, and/or Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property].

F. The PSDA, Development Agreement, \_\_\_\_\_, and \_\_\_\_\_ are collectively referred to hereinafter as the (“Project Agreements”).

G. Assignor now desires to transfer the Site to Assignee, and concurrently therewith, to transfer to Assignee all of Assignor’s rights and responsibilities under the Project Agreements to the extent that such rights and responsibilities relate to the Site.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor’s rights and responsibilities under the terms of the Project Agreements, [but only to the extent that such rights and responsibilities arise from the ownership of the Project Component and/or Site] from and after the “Effective Date” (as that term is defined in Section 4 below) of this Assignment (collectively, the “Assigned Rights and Obligations”).
2. Assignee hereby accepts the foregoing assignment of the Assigned Rights and Obligations, and agrees to be bound by the terms of the Project Agreements [to the extent that such terms affect or are affected by ownership of the Site].
3. The parties hereto acknowledge and agree that Assignee shall not be responsible for any of the obligations of the Project Agreements which arise from ownership of any portion of the Site and which arise prior to the Effective Date hereof, [or which arise from any portion of the Development Property other than the Site after the Effective Date hereof]. As such, a default by Assignor under any of the Project Agreements prior to the Effective Date hereof, [or with respect to any portion of the Development Property other than the Site] after the Effective Date hereof (“Assignor’s Default”) shall not be deemed a default by Assignee, and Assignor shall indemnify, defend and hold harmless Assignee from any and all losses, claims or liability, including without limitation reasonable attorneys’ fees and costs, arising from an Assignor’s Default. A default by Assignee under any of the Project Agreements with respect to the Site after the Effective Date hereof (“Assignee’s Default”) shall not be deemed a default

by Assignor, and Assignee shall indemnify, defend and hold harmless Assignor from any and all losses, claims or liability, including without limitation reasonable attorneys' fees and costs, arising from an Assignee's Default.

4. This Assignment shall be deemed effective upon the last of the following events to occur: (a) conveyance of the Site to Assignee as evidenced by the recording of the grant deed therefor in the Official Records of the County of Riverside, California, and (b) the written consent to this Assignment by the City with respect to the Assigned Obligations arising under the Project Agreement (herein referred to as the "Effective Date").
5. Except as otherwise described in paragraph 4 above, the parties hereto each warrant and represent that they have taken all necessary corporate action to authorize the execution and performance of this Assignment and that the individuals executing this document on behalf of the parties are authorized to do so, and by doing so, create binding obligations as described herein of the party represented.
6. This Assignment shall be governed by the internal laws of the State of California, without regard to conflict of law principles.

[End – Signature page follows]

WHEREFOR, the parties hereto have executed this Assignment on the date first written above.

“Assignor”  
SILVERROCK DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

By:

\_\_\_\_\_

It:\_\_\_\_\_

“Assignee”

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

**CONSENT**

By execution below, the City hereby consent to the foregoing assignment.

CITY OF LA QUINTA, a California  
municipal corporation and charter city

By: \_\_\_\_\_  
Its: City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY



EXHIBIT "B"

LEGAL DESCRIPTION OF HOTEL PROPERTY

[To be provided.]



**ATTACHMENT NO. 10**

**MEMORANDUM OF PURCHASE, SALE, AND DEVELOPMENT AGREEMENT**

[See following document]

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Manager

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(Space Above For Recorder's Use)

This Memorandum of Purchase, Sale, and Development Agreement is recorded at the request and for the benefit of the City of La Quinta and is exempt from the payment of a recording fee pursuant to Government Code § 27383.

**MEMORANDUM OF PURCHASE, SALE, AND DEVELOPMENT AGREEMENT**

This MEMORANDUM OF PURCHASE, SALE, AND DEVELOPMENT AGREEMENT ("Memorandum") is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF LA QUINTA, a California municipal corporation and charter city ("City"), and SILVERROCK DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("Developer").

This Memorandum is made with reference to the following:

1. On or about \_\_\_\_\_, City and Developer entered into that certain Purchase, Sale, and Development Agreement (the "Agreement") which provides for (i) City to sell to Developer that certain real property located in the City of La Quinta, County of Riverside, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference (the "Property"), and (ii) Developer to develop and operate on the Property a commercial development with one luxury hotel with associated branded luxury residential units, one lifestyle hotel with associated lifestyle branded residential units, a conference and shared service facility, a resort residential village, a mixed-use village, and related amenities. The definitions of all terms contained in the Agreement shall apply to this Memorandum.

2. On or about the date of this Memorandum, Developer acquired from City fee title to a portion of the Property.

3. The Agreement provides for City and Developer to enter into this Memorandum and to record the same in the Official Records of the County of Riverside to provide notice to all persons of the existence of said Agreement and to cause the Agreement to run with the Property and be binding on Developer and Developer's successors-in-interest as to the Property.

4. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, City and Developer have entered into this Memorandum as of the date first set forth above.

“City”

CITY OF LA QUINTA, a California municipal corporation and charter city

By: \_\_\_\_\_

Its: City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
Attorneys for the City of La Quinta

“Developer”

SILVERROCK DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
( insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
( insert name and title of the officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

EXHIBIT "A"

**LEGAL DESCRIPTION OF PROPERTY**



**ATTACHMENT NO. 11**  
**FORM OF TOT SHARING AGREEMENT**

[See following document]

## AGREEMENT TO SHARE TRANSIENT OCCUPANCY TAX REVENUE

This AGREEMENT TO SHARE TRANSIENT OCCUPANCY TAX REVENUE (the “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF LA QUINTA, a California municipal corporation and charter city (“**City**”), and SILVERROCK DEVELOPMENT COMPANY, LLC, a Delaware limited liability company (“**Participant**”) (individually a “**Party**” and collectively the “**Parties**”).

### RECITALS

A. City and Participant are parties to that certain Purchase, Sale, and Development Agreement (the “**PSDA**”), pursuant to which City has agreed to sell to Participant certain real property in the City of La Quinta, County of Riverside, State of California (the “**Development Property**”), and Participant has agreed to develop and cause to be operated thereon a commercial project containing hotels and associated amenities, branded residential units, a mixed use village, and a resort residential village (the “**Development Project**”).

B. Pursuant to the PSDA, (i) City has agreed to convey to Participant fee title to a portion of the Development Property designated in the PSDA and in the site map attached hereto and incorporated herein as Exhibit “A” as PA [\_\_\_\_](the “**Site**”), and (ii) Participant has agreed to develop on the Site the hotel defined in the PSDA as the [Luxury Hotel or Lifestyle Hotel] (the “**Hotel**”).

C. Pursuant to the PSDA, Participant is required to enter into a hotel management agreement and all ancillary agreements, including, without limitation, a technical services agreement, hotel brand licensing agreement, and use and access development agreement (collectively, a “**Hotel Management Agreement**”), with a City-approved hotel operator (the “**Hotel Manager**”), who shall be responsible for the management and operation of the Hotel pursuant to the terms of the Hotel Management Agreement.

D. In consideration for Participant’s execution of an Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property substantially in the form attached hereto and incorporated herein as Exhibit “B” (the “**Covenant Agreement**”), City has agreed to make certain periodic payments to Participant to assist Participant in the continued operation of the Hotel, in an amount equal to a portion of the transient occupancy tax generated by the Hotel (the “**Transient Occupancy Tax**”), subject to and in accordance with the other terms and conditions set forth in this Agreement and the Covenant Agreement.

E. By its approval of this Agreement, the City Council of City has found and determined as follows: (i) that the value to City of Participant’s performance of its obligations set forth in the Covenant Agreement in each fiscal year during which City payments are to be made (in terms of economic revitalization, generation of additional local tax revenues that will help to fund vital public services, provision of expanded and more accessible hotel guest rooms and related amenities for persons wishing to visit the City of La Quinta for business or pleasure, and job growth and retention) will be not less than the amount of such payments; and (ii) that the

imposition of the covenants and use restrictions upon the Site pursuant to the Covenant Agreement in exchange for the payments to be made by City constitutes a valid public purpose.

## COVENANTS

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, City and Participant hereby agree as follows:

1. Defined Terms. Any capitalized terms contained in this Agreement, which are not defined in this Agreement, shall have the meanings ascribed to such terms in the Covenant Agreement.

2. Execution and Recordation of Covenant Agreement. Concurrently with City's and Participant's execution of this Agreement, Participant shall fill in the blanks, date, and execute, with signatures notarized, the Covenant Agreement. At the ["Phase 1 Closing" or "Phase 2 Closing"] (as that term is defined in the PSDA), Participant shall record the Covenant Agreement against the Site and provide a copy of the recorded Covenant Agreement to City. City agrees to cooperate in the recordation of the Covenant Agreement against the Site, at no cost to City, and the City Manager or his designee is hereby authorized on behalf of City to execute all documents and take all actions necessary or appropriate to implement this Agreement.

3. Termination of Agreement. This Agreement shall automatically terminate and be of no further force or effect upon termination of the Covenant Agreement, in accordance with the terms thereof. City shall, within ten (10) days following the termination of this Agreement, cause the Covenant Agreement to be released from record title to the Site by recording in the Official Records of Riverside County such documents as a nationally recognized title company shall reasonably require for such purpose.

4. Assignment. Except as otherwise set forth in the Covenant Agreement or otherwise in connection with a transfer or transfers of interests in the Development Property and/or the Development Project allowable pursuant to Section 603 of the PSDA, Participant shall not assign, hypothecate, encumber, or otherwise transfer any of its rights and/or obligations set forth in this Agreement and/or the Covenant Agreement to any other person or entity without City's prior written consent, which consent City may grant or withhold in its sole and absolute discretion.

5. Cooperation in the Event of Legal Challenge; Validation Action. In the event any third party files an action seeking to invalidate this Agreement or the Covenant Agreement or seeking any equitable remedy that would prevent the full performance hereof or thereof, City and Participant agree to cooperate in the defense of such action. Such cooperation shall include, without limitation: (i) an agreement by each Party to not default or allow a compromise of said action without the prior written consent of the other Party; (ii) an agreement by each Party to make available to the other Party all non-privileged information necessary or appropriate to conduct the defense of the action; and (iii) an agreement by each Party to make available to the other Party, without charge, any witnesses within the control of the first Party upon reasonable

notice who may be called upon to execute declarations or testify in said action. Participant shall pay all of City's costs and expenses (including reasonable attorney's fees) and City shall have the sole right to select its legal counsel; provided however, Participant shall have the right, exercisable upon written notice to City, to retain counsel of Participant's choice, but subject to City's reasonable approval, to defend City against any such third party action, in which event Participant shall not be responsible for any costs incurred by City in connection with the defense of such third party action.

In addition to the foregoing, if Participant delivers a written request for such action to City (c/o the City Manager) not later than thirty (30) days after the date the City Council of City approves this Agreement at a public meeting, City shall file an action in Riverside County Superior Court pursuant to California Code of Civil Procedure Section 860 *et seq.* to validate this Agreement and the Covenant Agreement and each and every one of its and their provisions. In such event, City and Participant shall reasonably cooperate in drafting the complaint, briefs, the proposed judgment of validation, and such other pleadings, documents, and filings as may be required or desirable in connection with the validation action. City and its legal counsel shall file and prosecute the validation action, but shall reasonably coordinate and cooperate with Participant concerning the drafting of pleadings and other documents and with regard to the litigation strategy to be employed. Participant shall reimburse City within fifteen (15) days after written demand therefor for all reasonable costs ("Costs") of the validation action actually incurred by City. Costs include without limitation, reasonable attorney's fees, filing fees and court reporter fees (if any), costs of publication and to effectuate service of process, reasonable photocopying and other reproduction charges, travel time and mileage expenses, and other costs and expenses reasonably incurred by City. In the event of an appeal of such action, the Parties shall cooperate with respect to the appeal to the same extent as at the Superior Court level of the proceedings.

Upon the entry of a final non-appealable judgment of any court with jurisdiction invalidating or enjoining the performance of any material covenant set forth in this Agreement or the Covenant Agreement, this Agreement and the Covenant Agreement shall automatically terminate without the need of further action by either Party, except that any reimbursement obligations of either Party shall survive such termination.

6. Compliance with Laws. During the entire Operating Period, Participant shall cause the Hotel to be operated on the Site in conformity with all applicable federal, state, and local laws, ordinances, and regulations, the requirements of the PSDA, and any other discretionary permits issued by City for the Hotel, including, without limitation, all of the conditions of approval issued in connection therewith.

Nothing herein constitutes a representation or warranty by City that the construction of the Hotel was not a "public work" or otherwise subject to California Health and Safety Code Sections 33423 through 33426, or Chapter 1 of Part 7 of the California Labor Code (commencing with section 1720), and all applicable statutory and regulatory provisions related thereto, and Participant expressly waives any right of reimbursement for any "increased costs" under California Labor Code Section 1781 or otherwise with respect to the Hotel or Participant's development thereof. Participant shall indemnify, defend, and hold City and City's representatives, volunteers, officers, officials, members, employees, and agents harmless,

including, but not limited to, litigation costs, expert witness fees, and reasonable attorneys' fees, from and against any and all claims pertaining to the payment of wages in connection with Participant's development of the Hotel on the Site or failure to comply with federal or state labor laws, regulations, or standards.

7. Compliance with Hotel Management Agreement. During the entire Operating Period, Participant shall cause the Hotel to be operated on the Site in conformity with all of the requirements set forth in the Hotel Management Agreement.

8. Representation and Warranty Regarding Hotel. As of the Commencement Date, Participant represents and warrants to City that (i) the Hotel Management Agreement is in full force and effect, (ii) Participant is not in material default of any of its obligations under the Hotel Management Agreement, and (iii) there are no existing conditions or occurrences that, with the passage of time, would constitute a material default under the Hotel Management Agreement.

9. Integration and Amendment. This Agreement and the Covenant Agreement attached hereto constitute the entire agreement by and between the Parties pertaining to the specific subject matter hereof, and supersede all prior agreements and understandings of the Parties with respect thereto. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by both Parties.

10. Notices. Notices to be given by City or Participant hereunder may be delivered personally or may be delivered by certified mail or by reputable overnight delivery service providing a delivery confirmation receipt, with mailed notices to be addressed to the appropriate address(es) hereinafter set forth or to such other address(es) that a Party may hereafter designate by written notice. If served by overnight delivery service or certified mail, service will be considered completed and binding on the Party served on the date set forth in the confirmation or certification receipt. If delivered personally, service will be considered completed and binding on the Party served on the date of such personal delivery.

If notice is to City:                      City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253  
Attention: Frank J. Spevacek, City Manager

with a copy to:                              Rutan & Tucker, LLP  
611 Anton Boulevard, Suite 1400  
Costa Mesa, CA 92626  
Attention: William H. Ihrke, City Attorney

If notice is to Participant: SilverRock Development Company, LLC  
c/o The Robert Green Company  
3551 Fortuna Ranch Road  
Encinitas, CA 92024  
Attention: Robert S. Green, Jr.

SilverRock Development Company, LLC  
c/o Meriwether Companies  
11999 San Vicente Blvd., Suite 220  
Los Angeles, CA 90049  
Attention: Graham Culp

with a copy to: Glaser Weil LLP  
10250 Constellation Blvd., 19th Floor  
Los Angeles, CA 90067  
Attention: Saul Breskal

11. Authority to Execute. The person(s) executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such Party is bound.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

13. Legal Actions. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without regard to conflict of law principles.

In addition to any other rights or remedies and subject to the restrictions in this Agreement, including without limitation in Section 5 and in this Section 13, either Party may institute legal action to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, or to obtain any other legal or equitable remedy consistent with the purpose of this Agreement. City shall also have the right to pursue damages for Participant's defaults but in no event shall Participant be entitled to recover damages of any kind from City, except for damages up to, but not exceeding, the amount that Participant would have received under this Agreement but for City's default of its covenants under this Agreement, but excluding damages for economic loss, lost profits, or any other economic or consequential damages of any kind. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California, or in the Federal District Court in the Central District of California. In the event of any litigation between the Parties hereto, the prevailing Party shall be entitled to receive, in addition to the relief granted, its reasonable attorney's fees and costs and such other costs incurred in investigating the action and prosecuting the same, including costs for expert witnesses, costs on appeal, and for discovery.

14. Nonliability of City Officials. No member, official or employee of City shall be personally liable to Participant, or any successor in interest, in the event of any Default or breach by City or for any amount which may become due to Participant or its successors, or on any obligations under the terms of this Agreement or the Covenant Agreement.

[End – Signature page follows]

IN WITNESS WHEREOF, City and Participant have executed this Agreement to be effective as of the date first set forth above.

“City”

**CITY OF LA QUINTA,**  
a California municipal corporation and charter city

Date: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Frank J. Spevacek, City Manager

ATTEST:

By: \_\_\_\_\_  
Susan Maysels, City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

By: \_\_\_\_\_  
William H. Ihrke, City Attorney

“Participant”

**SILVERROCK DEVELOPMENT  
COMPANY, LLC,**  
a Delaware limited liability company

Date: \_\_\_\_\_, 2014

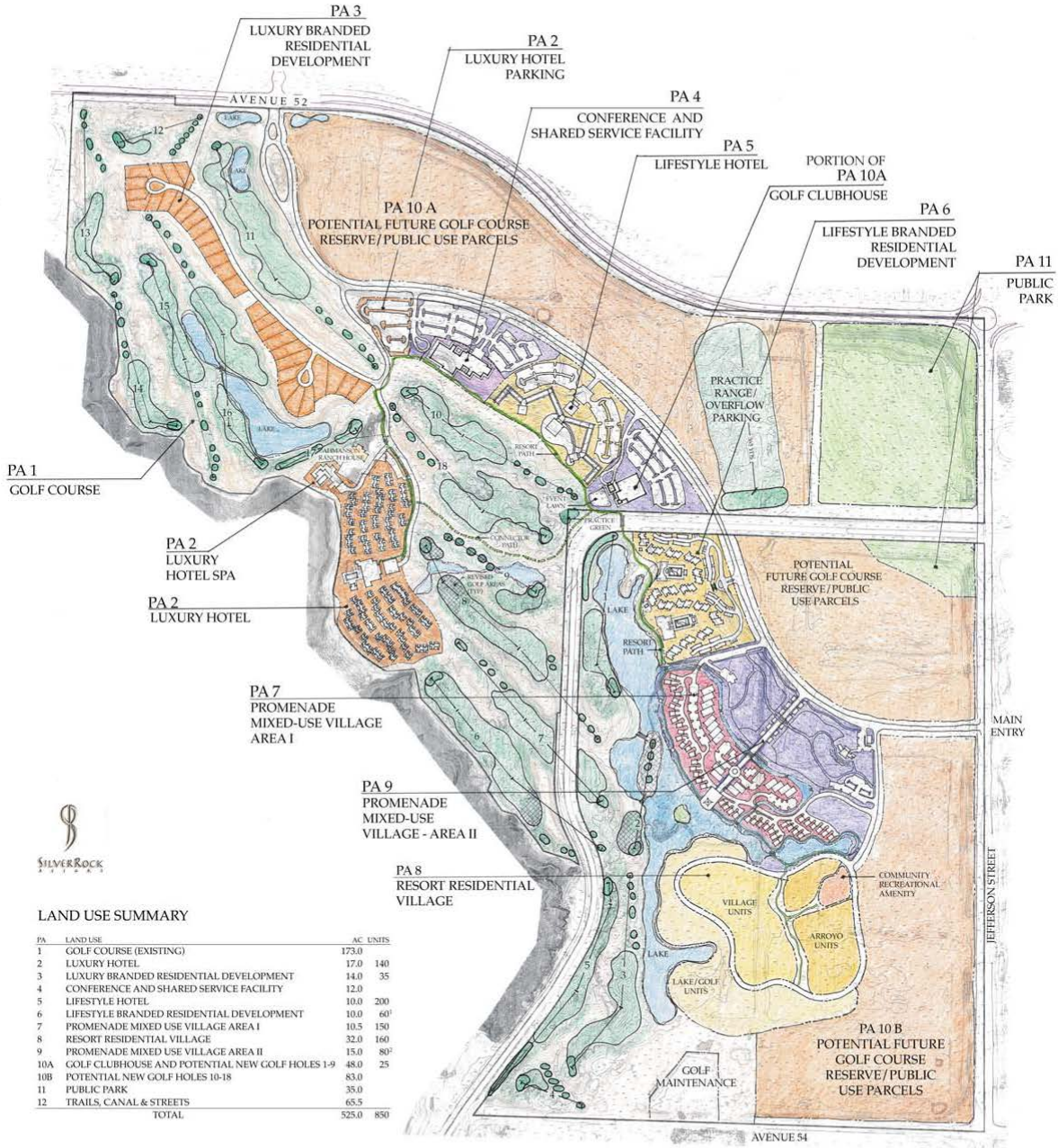
By: \_\_\_\_\_

Its: \_\_\_\_\_



# EXHIBIT "A"

## SITE MAP



### LAND USE SUMMARY

PA	LAND USE	AC	UNITS
1	GOLF COURSE (EXISTING)	173.0	140
2	LUXURY HOTEL	17.0	35
3	LUXURY BRANDED RESIDENTIAL DEVELOPMENT	14.0	200
4	CONFERENCE AND SHARED SERVICE FACILITY	12.0	60 <sup>1</sup>
5	LIFESTYLE HOTEL	10.0	150
6	LIFESTYLE BRANDED RESIDENTIAL DEVELOPMENT	10.0	160
7	PROMENADE MIXED USE VILLAGE AREA I	32.0	80 <sup>2</sup>
8	RESORT RESIDENTIAL VILLAGE	15.0	25
9	PROMENADE MIXED USE VILLAGE AREA II	48.0	25
10A	GOLF CLUBHOUSE AND POTENTIAL NEW GOLF HOLES 1-9	83.0	35.0
10B	POTENTIAL NEW GOLF HOLES 10-18	65.5	850
11	PUBLIC PARK		
12	TRAILS, CANAL & STREETS		
<b>TOTAL</b>		<b>525.0</b>	<b>850</b>

## MASTER PLAN SILVERROCK RESORT LA QUINTA, CALIFORNIA



<sup>1</sup> Each unit will feature a lock-off unit, resulting in an effective total unit equivalent of 120 units.

<sup>2</sup> The park site layout and uses depicted in Planning Area 9 are conceptual and for illustrative purposes only and subject to change. Ultimate land uses may include a combination of public and private recreational amenities, approximately 60 units of hospitality and residential, and commercial/retail space consistent with the city-approved Specific Plan.



OCTOBER, 2014

EXHIBIT "B"

**AGREEMENT CONTAINING COVENANTS, CONDITIONS, AND RESTRICTIONS  
AFFECTING REAL PROPERTY**

[See following document]

EXHIBIT "B"

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Clerk

---

[SPACE ABOVE FOR RECORDER.]  
EXEMPT FROM RECORDER'S FEE PER GOV. CODE §27383

**AGREEMENT CONTAINING COVENANTS, CONDITIONS, AND RESTRICTIONS  
AFFECTING REAL PROPERTY**

This AGREEMENT CONTAINING COVENANTS, CONDITIONS, AND RESTRICTIONS AFFECTING REAL PROPERTY (the “**Covenant Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014 (“**Covenant Agreement Effective Date**”), by and between the CITY OF LA QUINTA, a California municipal corporation and charter city (“**City**”), and SILVERROCK DEVELOPMENT COMPANY, LLC, a Delaware limited liability company (“**Owner**”) (individually a “**Party**” and collectively the “**Parties**”).

**RECITALS**

A. City is the owner of that certain real property located in the City of La Quinta, County of Riverside, State of California, which is more particularly described in the legal description attached hereto as Exhibit No. 1 and incorporated herein by this reference (the “**Site**”).

B. City has agreed to sell to Owner the Site pursuant to that certain Purchase, Sale, and Development Agreement entered into by and between City and Owner on or about the same date hereof (the “**PSDA**”). The PSDA sets forth the terms and conditions for City to sell to Owner the Site and certain adjacent real property (collectively, the “**Development Property**”), and for Owner to thereafter develop and operate on the Development Property a commercial project containing hotels and associated amenities, branded residential units, a mixed use village, and a resort residential village (the “**Development Project**”).

C. Pursuant to the PSDA, Owner has agreed to develop on the Site a portion of the Development Project consisting of the hotel defined in the PSDA as the [Luxury Hotel or Lifestyle Hotel] (the “**Hotel**”).

D. Pursuant to the PSDA, Participant is required to enter into a hotel management agreement and all ancillary agreements, including, without limitation, a technical services agreement, hotel brand licensing agreement, and use and access development agreement (collectively, a “**Hotel Management Agreement**”), with a City-approved hotel operator (the “**Hotel Manager**”), who shall be responsible for the management and operation of the Hotel pursuant to the terms of the Hotel Management Agreement.

E. Concurrently herewith, City and Owner have entered into that certain unrecorded Agreement to Share Transient Occupancy Tax Revenue (the “**Agreement**”) which provides for the recordation of this Covenant Agreement against the Site.

F. In consideration for Owner’s rights and obligations set forth in the Agreement and within this Covenant Agreement, City has agreed to make certain payments to Owner, the amount of which are measured by the “Transient Occupancy Tax” (as that term is defined below) generated by the operation of the Hotel on the Site. City and Owner have agreed that the portion of Transient Occupancy Tax required to be paid by City to Owner hereunder during each “Payment Period” of the “Operating Period” (as those terms are defined below) provided for herein is a fair exchange for the consideration to be furnished by Owner to City in that Payment Period.

## COVENANTS

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, City and Owner hereby agree as follows:

### DEFINED TERMS.

The following terms when used in this Covenant Agreement shall have the meanings set forth below:

The term “**Affiliate**” shall mean any corporation, partnership, limited liability company or other organization or entity which is Controlled by, Controlling or under common Control with (directly or indirectly) Owner.

The term “**Aggregate Preopening Expenses**” shall mean all hard and soft costs actually incurred by Owner in connection with the Hotel prior to the Commencement Date including, without limitation, (i) permit fees and other entitlement costs, (ii) professional fees and costs paid to architects, engineers, lawyers and accountants, (iii) all horizontal and vertical construction costs including grading, excavation, demolition, construction and landscaping, (iv) general and administrative development expenses, (v) development fees, (vi) insurance premiums, (vi) property taxes, (vii) costs associated with procuring construction financing and interest paid in connection with such construction financing, (viii) the cost to purchase and install all furniture, fixtures and equipment including, without limitation, all information systems hardware and software, (ix) license fees, (x) costs to install and use utilities including electricity, water, gas, telephone, internet and cable or satellite television, (xi) wages and other costs associated with hiring and training employees prior to the opening of the Hotel to the public, and (xii) the cost of all movable personal property and inventory required to open the Hotel for business on the Commencement Date including, without limitation, linen, bathroom supplies, food and beverages.

The term “**Agreement**” shall have the meaning ascribed to it in Recital E of this Covenant Agreement.

The term “**Budgeted Preopening Expenses**” shall mean all hard and soft costs estimated to be incurred by Owner in connection with the Hotel prior to the Commencement Date, as set forth in the Hotel Budget.

The term “**Business Day**” shall mean a calendar day which is not a weekend day or a Federal or State holiday, and a day upon which the City is open for business.

The term “**Commencement Date**” shall mean the first day of the first full calendar month following the date upon which the Hotel opens for business and accepts its first paying overnight guest.

The term “**Control**”, “**Controlled**” or “**Controlling**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity or person, whether through the ability to exercise voting power, by contract or otherwise.

The term “**Covenant Agreement**” shall mean this Agreement Containing Covenants, Conditions, and Restrictions Affecting Real Property.

The term “**Covenant Payments**” shall mean the amounts to be paid by City to Owner with respect to each Payment Period during the Operating Period.

The term “**Default**” shall have the meaning ascribed to it in Section 5.1 of this Covenant Agreement.

The term “**Gross Revenue**” shall mean, for each Payment Period or Operating Year (as applicable) during the Operating Period, all revenue generated by the Hotel from all sources during such Payment Period or Operating Year (as applicable) including, without limitation, room rentals, food and beverage sales, parking charges, television charges, telephone charges and sundry services.

The term “**Hotel**” shall have the meaning ascribed to it in Recital C of this Covenant Agreement.

The term “**Hotel Budget**” shall mean the budget of all hard and soft costs to be incurred by Owner in connection with the development and opening of the Hotel (including costs of the type included within the definition of Aggregate Preopening Expenses), which budget shall be prepared by Owner and delivered to City for review and approval, which approval shall not be unreasonably withheld, prior to the commencement of construction of the Hotel and which budget may be revised from time to time subject to the reasonable approval of City.

The term “**Hotel Management Agreement**” shall have the meaning ascribed to it in Recital D of this Covenant Agreement.

The term “**Hotel Manager**” shall have the meaning ascribed to it in Recital D of this Covenant Agreement.

The term “**Improvements**” shall mean and include all buildings, structures, fixtures, parking, sidewalks, pedestrian lighting, landscaping, irrigation of landscaping, and other improvements of whatsoever character to be constructed or performed by Owner on the Site.

The term “**Mortgage**” shall mean any mortgage, deed of trust, pledge (including a pledge of equity interests in Owner), hypothecation, charge, encumbrance or other security interest granted to a lender, made in good faith and for fair value, encumbering all or any part of Owner’s interest in (i) this Covenant Agreement, (ii) the Site, (iii) the Improvements, or (iv) any equity interest in Owner.

The term “**Mortgagee**” shall mean any mortgagee or beneficiary under any Mortgage.

The term “**Municipal Code**” shall mean the La Quinta Municipal Code.

The term “**Net Operating Income**” shall mean, for each Payment Period or Operating Year (as applicable) during the Operating Period, the Gross Revenue generated by the Hotel during such Payment Period or Operating Year (as applicable), less the Operating Expenses incurred in connection with the Hotel during such Payment Period or Operating Year (as applicable).

The term “**Operating Expenses**” shall mean, for each Payment Period or Operating Year (as applicable) during the Term, all ordinary expenses actually incurred by Owner during such Payment Period or Operating Year (as applicable) and relating to the operation and/or maintenance of all the facilities of the Hotel determined in accordance with generally accepted accounting principles, including, without limitation, (a) centralized sales and marketing expenses, (b) charges related to programs implemented by the Hotel Manager and chargeable to the Owner, whether such programs are optional or required under the Hotel Management Agreement (e.g., a loyalty rewards program), (c) expenses incurred by the Hotel Manager and reimbursable by the Owner pursuant to the Hotel Management Agreement, (d) hotel personnel expenses including, without limitation, salaries, benefits and severance payments, (e) repair costs, (f) maintenance costs, (g) utility charges, (h) administrative expenses, (i) costs of advertising, marketing and business promotion, (j) all amounts payable to the Hotel Manager pursuant to the Hotel Management Agreement including, without limitation, the management fee, (k) taxes, (l) insurance premiums and deductibles, (m) capital expenditures, (n) expenditures on furniture, fixtures and equipment, (o) funding of reserves required under the Hotel Management Agreement, (p) “asset management” costs and expenses incurred by Owner’s personnel in relation to the Hotel, provided such costs and expenses do not exceed one percent (1%) of Gross Revenue for the applicable Payment Period or Operating Year (as applicable), (q) professional fees and costs including fees paid to attorneys, accountants, auditors and appraisers, provided that the types and amounts of such fees and costs shall be reasonable and consistent with the industry standard for such fees and costs, (r) capital and equipment leases expenses, (s) costs of all goods and services provided to guests and patrons in the normal course of business for all departments of the Hotel (t) permit and license fees; provided, however, “Operating Expenses” expressly excludes (i) principal and interest on any third party debt, (ii) capital expenditures, and (iii) depreciation.

The term “**Operating Period**” refers to the period commencing upon the Commencement Date and ending upon the Termination Date.

The term “**Operating Year**” shall mean a period of twelve (12) consecutive months, the first of which shall commence upon the Commencement Date, with each subsequent Operating Year commencing upon the day immediately following the expiration of the preceding Operating Year.

The term “**Payment Date**” shall mean the date that is ten (10) days after City’s receipt of (i) an Estimated Annual NOI Notice, with respect to the first three (3) quarters of each Operating Year, or (ii) an NOI Notice, with respect to last quarter of each Operating Period.

The term “**Payment Period**” shall mean a period of three (3) consecutive calendar months during the Operating Period, with the first such period commencing upon the Commencement Date and each successive such period commencing upon the first day immediately following the expiration of the immediately preceding period.

The term “**PSDA**” shall have the meaning ascribed to it in Recital B of this Covenant Agreement.

The term “**Required Annual Return**” means, for each Operating Year during the Term, an amount equal to the lesser of (i) the Aggregate Preopening Expenses, or (ii) the Budgeted Preopening Expenses, multiplied by eleven percent (11%).

The term “**Site**” shall have the meaning ascribed to it in Recital A of this Covenant Agreement.

The term “**Term**” shall mean the term of this Covenant Agreement, which shall be the period commencing on the Commencement Date and ending on the Termination Date.

The term “**Termination Date**” shall mean the date that is the earlier of (i) the fifteenth (15th) anniversary of the Commencement Date; or (ii) the date upon which this Covenant Agreement is terminated pursuant to Section 5.2 or Section 5.3.

The term “**Transient Occupancy Tax**” means, for each Payment Period, or part thereof, during the Operating Period, that portion of transient occupancy taxes remitted by Owner or the Hotel Manager to City pursuant to Chapter 3.24 of the Municipal Code (and any amendments or replacements to the Municipal Code) and are generated from the use and occupancy of hotel guest rooms in the Hotel. If said Municipal Code Section is amended or repealed during the Operating Period such that Transient Occupancy Taxes are no longer payable to City, then, for the purposes of this Agreement, the term “Transient Occupancy Tax” shall include any substitute tax imposed upon occupants of hotel guest rooms and payable to the City of La Quinta.

Notwithstanding anything herein to the contrary, Transient Occupancy Tax shall not include any interest or penalty that has been paid by Owner or the Hotel Manager pursuant to Chapter 3.24 of the Municipal Code, and any costs City incurs during a particular Payment Period in enforcing Chapter 3.24 of the Municipal Code or any provision of this Covenant

Agreement shall be deducted from the amount of the Covenant Payment payable by City to Owner for such Payment Period.

CONDITION TO OWNER’S RIGHT TO RECEIVE COVENANT PAYMENTS.

City’s obligation to make the Covenant Payments pursuant to Section 4.1 of this Covenant Agreement for any Payment Period (or portion thereof) during the Operating Period shall be contingent and conditional upon Owner’s performance of its obligations set forth in Section 3 of this Covenant Agreement during such Payment Period.

OWNER’S OBLIGATIONS.

Continuous Operation. During the Operating Period, Owner covenants and agrees to cause the Hotel to be continuously operated on the Site, subject to temporary and reasonable interruptions for casualty losses, repairs, labor unrest, “acts of God”, and the like (each, a “**Permitted Closure**”).

Use Restriction. During the Operating Period, the Site shall not be put to any use other than the operation of the Hotel and uses ancillary thereto, and such use shall qualify as a transient occupancy use under Chapter 3.24 of the Municipal Code.

1.1 Maintenance and Repair of Site and Hotel; Landscaping.

(a) During the Operating Period, Owner, at its sole cost and expense, shall keep and maintain the Site and the Improvements thereon and all facilities appurtenant thereto in first class condition and repair, in accordance with the “Maintenance Standards” (as that term is hereinafter defined).

(b) To comply with the maintenance obligations set forth in this Section 3.3, Owner shall cause the Hotel Manager to either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Covenant Agreement.

(c) Owner shall, or shall cause the Hotel Manager and its/their maintenance staff, contractors or subcontractors to comply with the following standards (“**Maintenance Standards**”):

1. Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road conditions, including visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

2. Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter



which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

3. All maintenance work shall conform to all applicable federal and state Occupational Safety and Health Act standards and regulations for the performance of maintenance.

4. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governing regulations. Precautionary measures shall be employed recognizing that all areas are open to public access.

5. The Site and Hotel shall be maintained in conformance and in compliance with the approved Site construction and architectural plans and design scheme, and reasonable commercial development maintenance standards for similar projects, including but not limited to: painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curbline.

6. The Site shall be maintained as required by this Section in good condition.

During the Operating Period, Owner shall not abandon any portion of the Site or leave the Site unguarded or unprotected, and shall not otherwise act or fail to act in such a way as to unreasonably increase the risk of any damage to the Site or of any other impairment of City's interest set forth in this Covenant Agreement.

1.2 Failure to Maintain Site and Hotel. In the event Owner does not maintain the Site or the Hotel, or otherwise cause the Site or the Hotel to be maintained, in the manner set forth herein and in accordance with the Maintenance Standards, City shall have the right, but not the obligation, to maintain such private and/or public improvements, or to contract for the correction of such deficiencies, in accordance with the provisions of this Section 3.4. City shall notify Owner in writing if the condition of said improvements do not meet with the Maintenance Standards and to specify the deficiencies and the actions required to be taken by Owner to cure the deficiencies. Subject to the following sentence, upon notification of any maintenance deficiency, Owner shall have thirty (30) days within which to correct, remedy or cure the deficiency, provided that if the deficiency cannot reasonably be cured within thirty (30) days, then Owner shall have up to but not exceeding sixty (60) days within which to correct, remedy or cure the deficiency so long as Owner commences to correct, remedy or cure the deficiency within said thirty (30) period and diligently prosecutes the correction, remedy or cure to completion. If the written notification states the problem is urgent relating to the public health and safety of City, then Owner shall have forty-eight (48) hours to correct, remedy, or cure the problem.

In the event Owner or any person or entity acting on behalf of Owner fails to correct, remedy, or cure after notification and after the period of correction has lapsed [or, for deficiencies that cannot reasonably be corrected, remedied, or cured within such period, if Owner or any person or entity acting on behalf of Owner has not commenced correcting, remedying or curing such maintenance deficiency within such period and diligently pursued such correction, remedy or cure to completion], then City shall have the right to maintain such improvements. Owner agrees to reimburse City for its actual costs reasonably incurred in connection with such maintenance performed by City pursuant to this Section. Until so paid, City shall have a lien on the Site for the amount of such unpaid reimbursement, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Site. Upon recordation of a Notice of a Claim of Lien against the Site, such lien shall constitute a lien on the fee estate in and to the Site prior and superior to all other monetary liens except: (i) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; (ii) the lien or charge of any mortgage, deed of trust, or other security interest then of record made in good faith and for value, it being understood that the priority of any such lien for costs incurred to comply with this Covenant Agreement shall date from the date of the recordation of the Notice of Claim of Lien. Any lien in favor of City created or claimed hereunder is expressly made subject and subordinate to the lien of any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien describing such lien as aforesaid, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgage or beneficiary thereunder expressly subordinates his interest, of record, to such lien. Upon foreclosure of any mortgage or deed of trust made in good faith and for value and recorded prior to the recordation of any unsatisfied Notice of Claim of Lien, the foreclosure-purchaser shall take title to the Site free of any lien imposed by City that has accrued up to the time of the foreclosure sale, and upon taking title to the Site, such foreclosure-purchaser shall only be obligated to pay costs associated with this Covenant Agreement accruing after the foreclosure-purchaser acquires title to the Site. Owner acknowledges and agrees City may also pursue any and all other remedies available in law or equity. Owner shall be liable for any and all reasonable attorneys' fees, and other legal costs or fees incurred in collecting said maintenance costs.

Level of Service. During the Term, Owner shall cause the Hotel to be operated as [a first class hotel offering luxury amenities, full service accommodations, on-site full service restaurants and a level of personalized and professional service by Hotel Manager or such other hotel operator approved by City pursuant to the terms of the PSDA] [a first class "lifestyle hotel" operated by Hotel Manager or such other hotel operator approved by City pursuant to the terms of the PSDA], and in accordance with the terms of the Hotel Management Agreement. Owner shall cause the Hotel to be operated in a manner that maximizes the generation of Transient Occupancy Tax to be remitted to City.

Compliance with Laws. During the Operating Period, Owner shall cause the Hotel to be operated on the Site (i) in conformity with all valid and applicable federal, state (including without limitation the California Civil Code, the California Government Code, the California Health & Safety Code, the California Labor Code, the California Public Resources Code, and the California Revenue & Taxation Code), and local laws, ordinances, and regulations, provided that

Owner does not waive its right to challenge the validity or applicability thereof to Owner or the Site, and (ii) in compliance with all of the requirements of the PSDA and any discretionary permits issued by City for the Hotel, including, without limitation, all of the conditions of approval issued in connection therewith, if any.

Nothing herein constitutes a representation or warranty by City that the construction of the Hotel is not or will not be a “public work” or otherwise subject to California Health and Safety Code Sections 33423 through 33426, or Chapter 1 of Part 7 of the California Labor Code (commencing with section 1720), and all applicable statutory and regulatory provisions related thereto, and Owner expressly waives any right of reimbursement for any “increased costs” under California Labor Code Section 1781 or otherwise with respect to the Hotel or Owner’s development thereof. Owner shall indemnify, defend, and hold City and City’s representatives, volunteers, officers, officials, members, employees, and agents harmless, including, but not limited to, litigation costs, expert witness fees, and reasonable attorneys’ fees, from and against any and all claims pertaining to the payment of wages in connection with Owner’s development of the Hotel on the Site or failure to comply with federal or state labor laws, regulations, or standards.

Compliance with Hotel Management Agreement. Owner shall comply with all of Owner’s obligations under the Hotel Management Agreement. Owner shall promptly provide City with copies of any notices of default received by Owner from the Hotel Manager with respect to Owner’s obligations under the Hotel Management Agreement.

Non-Discrimination. Owner shall cause the Hotel Manager to open and operate the Hotel in a manner that does not violate applicable laws that prohibit discrimination against any person or class of person by reason of gender, marital status, sexual orientation, race, color, creed, mental or physical disability, religion, age, ancestry, or national origin.

Indemnification of City. Owner shall defend, indemnify, assume all responsibility for, and hold City, and City’s representatives, volunteers, officers, officials, members, employees and agents, harmless from any and all claims, demands, damages, defense costs or liability of any kind (including reasonable attorneys’ fees and costs), that arise from Owner’s operation of the Hotel on the Site or which may be caused by any acts or omissions of the Owner under this Covenant Agreement, whether such activities or performance thereof be by Owner or by anyone directly or indirectly employed or contracted with by Owner and whether such damage shall accrue or be discovered before or after termination of this Covenant Agreement.

## OBLIGATIONS OF CITY.

### Covenant Payments to Owner.

Amount of Covenant Payments. In consideration for Owner’s undertakings pursuant to this Covenant Agreement, City shall make the following payments (each, a “**Covenant Payment**”) to Owner on each Payment Date during the Operating Period:

During the first ten (10) years of the Operating Period, the Covenant Payments due and payable by City on each Payment Date shall be an amount equal to ninety-five percent

(95%) of the Transient Occupancy Taxes paid to City during the immediately preceding Payment Period.

During the last five (5) years of the Operating Period, the Covenant Payments due and payable by City on each Payment Date shall be an amount equal to seventy-five percent (75%) of the Transient Occupancy Taxes paid to City during the immediately preceding Payment Period.

It is understood and agreed that the Covenant Payments are in consideration of Owner's performance during each Payment Period, or portion thereof, and are not repayments of a loan.

Cap on Annual Covenant Payments. Notwithstanding Section 4.1.1 above, City's obligation to make Covenant Payments is subject to (i) the amount of the Covenant Payment payable on any Payment Date not exceeding the Maximum Quarterly Payment for the applicable Payment Period, and (ii) the aggregate of all Covenant Payments payable for any Operating Year not exceeding the Maximum Annual Payment for such Operating Year. For the purposes of this Section 4.1.2, the following capitalized terms shall have the following meanings:

**“Maximum Annual Payment”** means, for each Operating Year, the difference between (i) the Required Annual Return, and (ii) the Net Operating Income generated by the Hotel during such Operating Year.

**“Maximum Quarterly Payment”** means, (i) for each of the first three (3) Payment Dates with respect to a particular Operating Year, the difference between (I) twenty-five percent (25%) of the Estimated Annual NOI as of such Payment Date, and (II) the Net Operating Income generated by the Hotel during the immediately preceding Payment Period, and (ii) for the final Payment Date with respect to a particular Operating Year, if applicable, a Fourth Quarter Covenant Payment, pursuant to Section 4.1.3 below.

**“Estimated Annual NOI”** means Owner's reasonable estimate of the projected annual Net Operating Income for the Operating Year in which an Estimated Annual NOI Notice is delivered.

**“Estimated Annual NOI Notice”** means a written notice to be prepared by Owner and delivered to City following the end of each of the first three (3) quarters of each Operating Year and which shall include (i) operating statements showing the Net Operating Income during the immediately preceding Payment Period, and (ii) Owner's reasonable projections for the aggregate Net Operating Income over the entire applicable Operating Year.

Annual Reconciliation. Following the end of each Operating Year, Owner shall deliver to City written notice (each, a **“NOI Notice”**) of the actual Net Operating Income during such Operating Year. If the actual Net Operating Income during such Operating Year exceeds the amount of the Maximum Annual Payment, then Owner shall pay to City, concurrent with its delivery of the NOI Notice to City, the amount of such excess less the difference between the Maximum Annual Payment and the collective amount of the Covenant Payments paid by City for the first three (3) Payment Periods of the Operating Year. If the amount of the Maximum Annual Payment exceeds the actual Net Operating Income during such Operating Year, then, subject to Section 4.1.5 below, City shall pay to Owner the sum of (a) the amount of such excess,

and (b) the difference between the collective amount of the Covenant Payments paid by City for the first three (3) Payment Periods of the Operating Year, and the Maximum Annual Payment (any such payment, a “**Fourth Quarter Covenant Payment**”) within the later of (i) thirty (30) days following City’s receipt of the Reconciliation Notice, or (ii) thirty (30) days following the final determination of an Auditor pursuant to Section 4.1.5 below.

Determination of Required Annual Return. As soon as reasonably possible following the Commencement Date, Owner shall deliver to City written notice (the “**Annual Return Notice**”) of Owner’s determination of the Aggregate Preopening Expenses and the Required Annual Return, together with a line item summary of each category of costs included in the Aggregate Preopening Expenses and reasonable backup to substantiate that all such costs were actually incurred. Within thirty (30) days following City’s receipt of the Annual Return Notice, City shall have the right to either accept or reject Owner’s determination of the Required Annual Return; provided, however, if City rejects such determination, then it shall provide Owner with a reasonably detailed explanation for its rejection (the “**City’s Rejection Notice**”). If the Parties are not able to reach agreement on the amount of the Required Annual Return within thirty (30) days following Owner’s receipt of City’s Rejection Notice, then the Parties shall jointly engage a certified public accountant (the “**Auditor**”) to review Owner’s books and records and determine the amount of the Required Annual Return. If the Parties cannot agree upon a choice of the Auditor within forty-five (45) days following Owner’s receipt of City’s Rejection Notice, then (i) each Party shall engage, at its sole cost, an auditor, provided each such auditor must be a certified public accountant with a nationally recognized firm and with at least ten (10) years of experience auditing hotel developers and operators. If said auditors’ determinations of Required Annual Return differ by less than ten percent (10%), then the final determination of Required Annual Return shall be the average of amounts determined by said two auditors. If said auditors’ determinations of Required Annual Return differ by ten percent (10%) or more, then the Parties shall instruct said auditors to engage a third auditor with the qualifications described above and the final determination of Required Annual Return shall be the average of the two auditors’ determinations that are closest in value. The fees of such third auditor, if required, shall be paid by the Parties in equal fifty percent (50%) shares. The determination of the Required Annual Return pursuant to this Section shall be final and binding on the Parties for all purposes under this Covenant Agreement.

Determination of Net Operating Income. Within forty-five (45) days following City’s receipt of an NOI Notice, City shall have the right to review the books and records of the Hotel to determine the accuracy of the NOI Notice and to either accept or reject Owner’s determination of Net Operating Income in such NOI Notice; provided, however, if City rejects such determination, then it shall provide Owner with a reasonably detailed explanation for its rejection (a “**City’s NOI Rejection Notice**”). If the Parties are not able to reach agreement on the amount of the Net Operating Income within thirty (30) days following Owner’s receipt of a City’s NOI Rejection Notice, then the Parties shall jointly engage a certified public accountant (the “**Auditor**”) to review Owner’s books and records and determine the amount of the Net Operating Income. If the Parties cannot agree upon a choice of the Auditor within forty-five (45) days following Owner’s receipt of City’s NOI Rejection Notice, then (i) each Party shall engage, at its sole cost, an auditor, provided each such Auditor must be a certified public accountant with a nationally recognized firm and with at least ten (10) years of experience auditing hotel operators. If said auditors’ determinations of Net Operating Income differ by less

than ten percent (10%), then the final determination of Net Operating Income shall be the average of the two amounts determined by said two auditors. If said auditors' determinations of Net Operating Income differ by ten percent (10%) or more, then the Parties shall instruct said auditors to engage a third auditor with the qualifications described above and the final determination of Net Operating Income shall be the average of the two auditors' determinations that are closest in value. The fees of such third auditor, if required, shall be paid by the Parties in equal fifty percent (50%) shares.

Source of Payments. The Covenant Payments shall be payable from any source of funds legally available to City. In this regard, it is understood and agreed that the Transient Occupancy Tax is being used merely as a measure of the amount of the Covenant Payments that are periodically owing by City to Owner, and that City is not pledging any portion of the actual Transient Occupancy Tax generated from the Site to Owner.

Books and Records. Upon the written request of either Party, the other Party shall make available for inspection (at City Hall in the event of a review of City records and at Owner's place of business in La Quinta in the event of a review of Owner's records) such of its books and records as the requesting Party may reasonably determine must be reviewed in order to determine whether the correct amount of Covenant Payments have been made or are being made hereunder. Notwithstanding the foregoing, City shall not be required to produce any books or records that it is prohibited from producing by law and Owner shall not be required to produce information that violates the statutorily prescribed privacy rights of individual customers.

No Acceleration. It is acknowledged by the Parties that any payments by City provided for in this Covenant Agreement are in consideration for the performance by Owner during the time period(s) for which payments are due. Therefore, City's failure to timely make any payments or City's failure to perform any of its other obligations hereunder shall not cause the acceleration of any anticipated future Covenant Payments by City to Owner.

#### DEFAULTS AND REMEDIES.

Defaults. Subject to Section 8.7 of this Covenant Agreement, the occurrence of any of the following shall constitute a "**Default**":

the failure by either Party to perform any obligation of such Party for the payment of money under this Covenant Agreement if such failure is not cured within ten (10) calendar days following receipt of written notice of default; or

the failure by either Party to perform any of its obligations (other than obligations described in clause (a) of this Section 5.1) set forth in this Covenant Agreement, if such failure is not cured within thirty (30) days following receipt of written notice of default, or, if such failure is of a nature that cannot reasonably be cured within thirty (30) days, the failure by such Party to commence such cure within such thirty (30) days and thereafter diligently prosecute such cure to completion; or

any representation or warranty by a Party set forth in this Covenant Agreement proves to have been incorrect in any material respect when made; or

Owner closes the Hotel, except for a Permitted Closure; or

Owner defaults under the Hotel Management Agreement or the PSDA and has not cured the default within the applicable cure period (if any); or

the Hotel is materially damaged or destroyed by fire or other casualty during the Operating Period and Owner fails to commence restoration of the improvements within a reasonable time or thereafter fails to diligently proceed to complete such restoration in accordance with this Covenant Agreement; or

Owner concludes a "Transfer" (as defined below) without the prior written approval of City, except for a "Permitted Transfer" (as defined below); or

Owner, or any constituent member of Owner (1) is the subject of an order for relief for a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (2) applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or any part of its property; or (3) institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or any part of its property, or any similar proceeding is instituted without the consent of Owner and continues undismissed or unstayed for ninety (90) days; or

any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of Owner, and the appointment continues undischarged or unstayed for ninety (90) days; or any judgment, writ, warrant of attachment or execution, or similar process is issued or levied against the Site and is not released, vacated, or fully bonded within ninety (90) days after its issue or levy; or

Owner is enjoined or otherwise prohibited by any governmental agency from occupying the Site at any time during the Operating Period and such injunction or prohibition continues unstayed for ninety (90) days or more for any reason.

City's Remedies Upon Default by Owner. Upon the occurrence of any Default by Owner, and after Owner's receipt of written notice of default and expiration of the time for Owner to cure such Default as provided in Section 5.1, City may, at its option:

suspend the payment of Covenant Payments otherwise due and payable to Owner hereunder for the period that Owner remains in Default. If City has so suspended its payments in accordance with the terms of this clause, then upon Owner's cure of such Default, City shall resume its payment obligations, but shall have no obligation to make payments for any Payment Period during which City's obligation to make payments was so suspended; or

if the Default continues uninterrupted for a period of six (6) months following Owner's receipt of written notice thereof, City may terminate this Covenant Agreement, in which case City's obligation to make payments to Owner for any period of time after the occurrence of the Default shall be finally terminated and discharged.

Owner's Remedies Upon Default by City. Upon the occurrence of any Default by City, and after City's receipt of written notice of Default from Owner and expiration of the time for City to cure such Default as provided in Section 5.1, Owner may terminate this Covenant Agreement by written notice to City and/or seek whatever legal or equitable remedies may be available to Owner, subject to the provisions of this Section 5.3, Section 4.4 (No Acceleration) and Section 8.4 (Legal Actions). Notwithstanding the foregoing, in no event shall Owner be entitled to recover damages of any kind from City, except for damages up to, but not exceeding, the amount that Owner would have received under this Covenant Agreement but for City's default of its covenants under this Covenant Agreement, but excluding damages for economic loss, lost profits, or any other economic or consequential damages of any kind.

Cumulative Remedies; No Waiver. Except as expressly provided herein, the nondefaulting Party's rights and remedies hereunder are cumulative and in addition to all rights and remedies provided by law from time to time and the exercise by the nondefaulting Party of any right or remedy shall not prejudice such Party in the exercise of any other right or remedy. None of the provisions of this Covenant Agreement shall be considered waived by either Party except when such waiver is delivered in writing. No waiver of any Default shall be implied from any omission by City to take action on account of such Default if such Default persists or is repeated. No waiver of any Default shall affect any Default other than the Default expressly waived, and any such waiver shall be operative only for the time and to the extent stated. No waiver of any provision of this Covenant Agreement shall be construed as a waiver of any subsequent breach of the same provision. A Party's consent to or approval of any act by the other Party requiring further consent or approval shall not be deemed to waive or render unnecessary the consenting Party's consent to or approval of any subsequent act. A Party's acceptance of the late performance of any obligation shall not constitute a waiver by such Party of the right to require prompt performance of all further obligations. A Party's acceptance of any performance following the sending or filing of any notice of Default shall not constitute a waiver of that Party's right to proceed with the exercise of its remedies for any unfulfilled obligations. A Party's acceptance of any partial performance shall not constitute a waiver by that Party of any rights relating to the unfulfilled portion of the applicable obligation.

Limitations on City's Liability. Owner acknowledges and agrees that: (i) this Covenant Agreement shall not be deemed or construed as creating a partnership, joint venture, or similar association between Owner and City, the relationship between Owner and City pursuant to this Covenant Agreement is and shall remain solely that of contracting Parties, that the operation of the Hotel is a private undertaking, and City neither undertakes nor assumes any responsibility pursuant to this Covenant Agreement with respect to the operation of the Hotel on the Site other than as expressly provided for herein, and Owner shall rely entirely on its own judgment with respect to such matters; provided, that nothing herein is intended to release City from whatever obligations it may have pursuant to applicable laws independent of this Covenant Agreement; (ii) by virtue of this Covenant Agreement, City shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any person or property resulting from any occupancy or use of the Site, whether arising from: (a) any defect in any building, grading, landscaping, or other onsite or offsite improvement; (b) any act or omission of Owner or any of Owner's agents, employees, independent contractors, licensees, lessees, or invitees; or (c) any accident on the Site or any fire or other casualty or hazard thereon, and (iii) by accepting or approving anything required to be performed or given to City under this Covenant Agreement,



including any certificate, NOI Notice, or insurance policy, City shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by City to anyone.

#### ASSIGNMENT AND TRANSFER.

Definitions. As used in this Article 6, the term “**Transfer**” means:

Any total or partial sale, transfer, assignment or conveyance of the Development Project or the Improvements, or any part thereof or any ownership interest therein, or any contract or agreement to do any of the same; or

Any total or partial sale, assignment or conveyance, or any transfer in any other mode or form, of or with respect to more than fifty percent (50%) ownership interest in Owner, or any contract or agreement to do any of the same, but only to the extent such transfer results in a change of Control.

Purpose of Restrictions on Transfer. This Covenant Agreement is entered into solely for the purpose of development and operation of the Development Project and its subsequent use in accordance with the terms of this Covenant Agreement. The qualifications and identity of Owner are of particular concern to City, in view of:

the importance of the development of the Development Project to the general welfare of the community;

the financial resources, reputation and experiences of Owner in development of projects; and

the fact that a Transfer as defined in Section 5.1 above is for practical purposes a transfer or disposition of the Development Project.

It is because of the qualifications and identity of Owner that City is entering into this Covenant Agreement with Owner and that Transfers are permitted only as provided in this Covenant Agreement.

Prohibited Transfers. Owner shall not make or create or suffer to be made or created, any Transfer, other than a Permitted Transfer, either voluntarily or by operation of law, without the prior written approval of City which approval shall not be unreasonably withheld, conditioned or delayed. In the event of a proposed Transfer (other than a Permitted Transfer), Owner shall submit to City such documentation as City determines is sufficient to evaluate the relevant experience, financial capability and reputation of the proposed transferee necessary to fulfill the Owner’s obligations under this Covenant Agreement.

Permitted Transfers. Notwithstanding the provisions of Section 5.3, Owner shall have the right to affect the following Transfers without the prior approval of City (each a “**Permitted Transfer**”):

Any Transfer creating a Mortgage or other security for financing for the Project provided such financing has been approved by City pursuant to the PSDA.

Any Transfer directly resulting from the foreclosure of a Mortgage or other security financing interest or the granting of a deed in lieu of foreclosure of a Mortgage (including, without limitation, a conveyance in lieu of foreclosure or a pledge of equity interests) or other security financing interest and the first subsequent transfer to any buyer or successor after such foreclosure or granting of a deed or conveyance in lieu of foreclosure.

The leasing or licensing of space within the Improvements.

The leasing of a Hotel to a Hotel Manager.

The conveyance or dedication of a portion of the Development Property to any public entity, including a public utility, required to allow for the development or operation of the Improvements.

The granting of temporary or permanent easements, licenses, rights-of-way, or permits to facilitate development and/or operation of the Development Project.

A Transfer which may result from any merger, consolidation or reorganization involving Owner so long as the same shall possess all or substantially all of the business and assets of Owner immediately prior thereto.

The Transfer of a non-Controlling direct or indirect interest in the equity interests in Owner.

A Transfer to Affiliates of Owner or to Affiliates of Owner's members.

All Transfers other than those enumerated in this Section 6.4 shall require the written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed.

Transfers of Interest in Owner. Notwithstanding Section 6.3, City shall not unreasonably withhold its approval of a Transfer of a Controlling direct or indirect equity interest in Owner if the replacement member, partner or shareholder has, together with its affiliates, sufficient financial resources and liquidity to fulfill Owner's obligations under this Covenant Agreement. For purposes hereof an individual or entity shall be considered to have sufficient financial resources and liquidity if it, or its Affiliates, has a net worth or assets under management (whether through a separate account or other investment vehicle), including the Site, equal to or exceeding Twenty Million Dollars (\$20,000,000), determined based on financial statements of such transferee, at the time of the Transfer.

Binding Effect. This Covenant Agreement shall run with the land and shall be binding on, and inure to the benefit of the Parties hereto and their respective successors and assigns, as limited by this Section 6. In the event of any assignment that is consented to in writing by City, the references in this Covenant Agreement to "Owner" shall be deemed to refer to the assignee.

## MORTGAGEE PROTECTIONS.

No Termination. No action by Owner or City to cancel or surrender this Covenant Agreement or to materially modify the terms of this Covenant Agreement shall be binding upon a Mortgagee without its prior written consent, which such Mortgagee shall not unreasonably withhold, condition or delay, unless (solely with respect to cancelling or surrendering this Covenant Agreement) such Mortgagee shall have failed to cure a default within the time frames set forth in this Article 7.

Notices. If City shall give any notice of default to Owner hereunder, City shall simultaneously give a copy of such notice of default to any Mortgagee that has filed or recorded a request for such notice, at the address theretofore designated by it. No notice of default given by City to Owner shall be binding upon or affect said Mortgagee unless a copy of said notice of default shall be given to Mortgagee pursuant to this Article 7. In the case of an assignment of such Mortgage or change in address of such Mortgagee, said assignee or Mortgagee, by written notice to City, may change the address to which such copies of notices of default are to be sent. City shall not be bound to recognize any assignment of such Mortgage unless and until City shall be given written notice thereof, a copy of the executed assignment, and the name and address of the assignee. Thereafter, such assignee shall be deemed to be the Mortgagee hereunder with respect to the Mortgage being assigned. If such Mortgage is held by more than one person, corporation or other entity, no provision of this Covenant Agreement requiring City to give notices of default or copies thereof to said Mortgagee shall be binding upon City unless and until all of said holders shall designate in writing one of their number to receive all such notices of default and copies thereof and shall have given to City an original executed counterpart of such designation.

Performance of Covenants. Mortgagee shall have the right (but not the obligation) to perform any term, covenant or condition and to remedy any default by Owner hereunder within the time periods specified herein, and City shall accept such performance with the same force and effect as if furnished by Owner; provided, however, that said Mortgagee shall not thereby or hereby be subrogated to the rights of City. Notwithstanding the foregoing, nothing herein shall be deemed to permit or authorize such Mortgagee (or its designee) to undertake or continue the construction or completion of the Improvements without first having expressly assumed Owner's obligations hereunder, under the PSDA, and under any other agreements between City and Owner that relate to the Hotel, to City or its designee by written agreement satisfactory to City.

Default by Owner. In the event of a default by Owner, City agrees not to terminate this Covenant Agreement (1) unless and until Owner's and Mortgagee's notice and cure periods have expired, and (2) as long as:

In the case of a default which cannot practicably be cured by a Mortgagee without taking possession of the Improvements, said Mortgagee shall proceed diligently to obtain possession of the Improvements as Mortgagee (including possession by receiver) and, upon obtaining such possession, shall proceed diligently to cure such default; or

In the case of a default which is not susceptible to being cured by a Mortgagee, said Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to

completion (unless in the meantime it shall acquire Owner's right, title and interest hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure) and upon such completion of acquisition or foreclosure such default shall be deemed to have been cured.

No Obligation to Cure. Mortgagee shall not have any obligation or duty pursuant to the terms set forth in this Covenant Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance and nothing herein contained shall require any Mortgagee to cure any default of Owner referred to above. However, in the event that Mortgagee elects not to cure any default susceptible of being cured, City's obligation to further fund any Covenant Payments shall be suspended until such time as the default is cured (or such earlier time that Mortgagee cures the default).

Separate Agreement. City may, upon request, execute, acknowledge and deliver to each Mortgagee, an agreement prepared at the sole cost and expense of Owner, in form satisfactory to each Mortgagee, between City, Owner and the Mortgagees, agreeing to all of the provisions hereof.

Form of Notice. Any Mortgagee shall be entitled to receive the notices required to be delivered to it hereunder provided that such Mortgagee shall have delivered to City a notice substantially in the following form:

“The undersigned, whose address is \_\_\_\_\_, does hereby certify that it is the Mortgagee (as such term is defined in that certain Agreement to Share Transient Occupancy Tax Revenue (“**TOT Agreement**”) dated as of \_\_\_\_\_, 2014 between [XXXX] and the City of La Quinta, of the parcel of land described on **Exhibit A** attached hereto. In the event that any notice shall be given of a default of Owner under the TOT Agreement, a copy thereof shall be delivered to the undersigned who shall have the rights of a Mortgagee to cure the same, as specified in the TOT Agreement. Failure to deliver a copy of such notice shall in no way affect the validity of the notice to Owner, but no such notice shall be effective as it relates to the rights of the undersigned under the TOT Agreement with respect to the Mortgage, including the commencement of any cure periods applicable to the undersigned, until actually received by the undersigned.”

All notices to be provided by Mortgagee to City shall be provided in accordance with Section 8.8 below.

Further Assurances. City and Owner agree to cooperate in including in this Covenant Agreement, by suitable amendment, any provision which may be reasonably requested by any Mortgagee or any proposed Mortgagee for the purpose of (i) more fully or particularly implementing the mortgagee protection provisions contained herein, (ii) adding mortgagee protections consistent with those contained herein and which are otherwise commercially reasonable, (iii) allowing such Mortgagee reasonable means to protect or preserve the security interest of such mortgagee in the collateral, including its lien on the Site and the collateral assignment of this Covenant Agreement, and/or (iv) clarifying terms or restructuring elements of the transactions contemplated hereby; provided, however, in no event shall City be obligated to

materially and adversely modify any of Owner's obligations or City's rights under this Covenant Agreement in any manner not already contemplated in this Article 7.

## GENERAL PROVISIONS.

Integration and Amendment. This Covenant Agreement, the PSDA, and the Agreement constitute the entire agreement by and between the Parties pertaining to the subject matter hereof, and supersede all prior agreements and understandings of the Parties with respect thereto. This Covenant Agreement may not be modified, amended, supplemented, or otherwise changed except by a writing executed by both Parties.

Captions. Section headings used in this Covenant Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Covenant Agreement.

Counterparts. This Covenant Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

Legal Actions. This Covenant Agreement shall be governed by and construed in accordance with the internal laws of the State of California without regard to conflict of law principles.

### Intentionally Omitted.

Effect of Violation of the Terms and Provisions of this Covenant Agreement. The covenants established in this Covenant Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns, as to those covenants which are for its benefit. The covenants contained in this Covenant Agreement shall remain in effect for the periods of time specified therein. City is deemed the beneficiary of the terms and provisions of this Covenant Agreement and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Covenant Agreement and the covenants running with the land have been provided. This Covenant Agreement and the covenants shall run in favor of City, without regard to whether City has been, remains, or is an owner of any land or interest in the Site. City shall have the right, if the Covenant Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Covenant Agreement and covenants may be entitled.

Force Majeure. Notwithstanding any other provision set forth in this Covenant Agreement to the contrary, in no event shall a Party be deemed to be in Default of its obligations set forth herein where delays or failures to perform are caused by circumstances without the fault and beyond the reasonable control of such Party, which circumstances shall include, without limitation, fire/casualty losses; strikes; litigation; unusually severe weather; inability to secure necessary labor, materials, or tools; delays of any contractor, subcontractor, or supplier; unjustified acts or failure to act by City or other governmental agency; litigation by third parties

challenging the validity or enforceability of the Agreement or this Covenant Agreement; and acts of God (collectively, “**force majeure**”). Adverse market conditions or Owner’s inability to obtain financing or approvals to operate the Hotel shall not constitute events of force majeure. In the event of a force majeure, the Party so delayed shall notify the other Party of the circumstances and cause of the delay within a reasonable time period after commencement of the delay, it shall keep the other Party informed at reasonable intervals upon request regarding the status of its efforts to overcome said delay, and it shall exercise commercially reasonable diligence to perform as soon as practicable thereafter.

Notices. Notices to be given by City or Owner hereunder may be delivered personally or may be delivered by certified or registered mail, postage prepaid, or by reputable overnight delivery service providing a delivery confirmation receipt with time and date of delivery, with mailed notices to be addressed to the appropriate address(es) hereinafter set forth or to such other address(es) that a Party may hereafter designate by written notice. If served by overnight delivery service or certified mail, service will be considered completed and binding on the Party served on the date set forth in the confirmation or certification receipt. If delivered personally, service will be considered completed and binding on the Party served on the date of such personal delivery.

If notice is to City:                      City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253  
Attention: Frank J. Spevacek, City Manager

with a copy to:                              Rutan & Tucker, LLP  
611 Anton Boulevard, Suite 1400  
Costa Mesa, CA 92626  
Attention: William H. Ihrke, City Attorney

If notice is to Owner:                      SilverRock Development Company, LLC  
c/o The Robert Green Company  
3551 Fortuna Ranch Road  
Encinitas, CA 92024  
Attention: Robert S. Green, Jr.

SilverRock Development Company, LLC  
c/o Meriwether Companies  
11999 San Vicente Blvd., Suite 220  
Los Angeles, CA 90049  
Attention: Graham Culp

with a copy to:                              Glaser Weil LLP  
10250 Constellation Blvd., 19th Floor  
Los Angeles, CA 90067  
Attention: Saul Breskal

City Approvals and Actions. City shall maintain authority of this Covenant Agreement and the authority to implement this Covenant Agreement through the City Manager. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, negotiate and enter into amendments to this Covenant Agreement and/or negotiate and enter into implementing agreements or documents on behalf of City so long as such actions do not materially or substantially change the business terms of this Covenant Agreement, or materially or substantially add to the costs incurred or to be incurred by City as specified herein. Such approvals, interpretations, waivers, amendments, and/or implementing agreements or documents may include extensions of time to perform. All other material and/or substantial interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

Further Acts. Each Party agrees to take such further actions and to execute such other documents as may be reasonable and necessary in the performance of its obligations hereunder; reserving to City, however, its lawful discretionary and police power authority. Without limiting the generality of the foregoing, upon the expiration or termination of the Operating Period, City will execute and deliver such instruments as may be prepared by Owner at Owner's expense to release the cloud upon title to the Site created by this Covenant Agreement; provided, however, that any such document shall be in a form reasonably acceptable to the City Attorney of City.

Third Party Beneficiaries. With the exception of the specific provisions set forth in this Covenant Agreement for the benefit of Mortgagees, there are no intended third party beneficiaries under this Covenant Agreement and no such other third parties shall have any rights or obligations hereunder.

Estoppel Certificates. Either Party to this Covenant Agreement shall, promptly (but under all circumstances within ten (10) days) following the request of the other Party, execute, acknowledge and deliver to or for the benefit of such other Party, a certificate certifying: (i) that this Covenant Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Covenant Agreement is in full force and effect, as modified, and stating the modifications), (ii) whether there are then existing any defaults on the part of the party requesting the certificate known to the Party delivering the certificate in the performance or observance of any agreement, covenant or condition hereof to be performed or observed and whether any notice has been given of any default which has not been cured (and, if so, specifying the same), and (iii) such other matters as may be reasonably requested. In the event City is requested to provide more than one such certificate in any twelve (12) month period, Owner shall reimburse City for all reasonable fees and costs City incurs from attorneys and consultants in the preparation of the same.

Inspection of Books and Records. Not more than once per calendar quarter, City has the right at all reasonable times during normal business hours and following at least ten (10) Business Days prior written notice to Owner to inspect, on a confidential basis, the books, records and all other documentation of Owner pertaining to its obligations under this Covenant Agreement. Not more than once per year, Owner also has the right at all reasonable times during normal business hours and upon ten (10) Business Days prior written notice to inspect the books, records and all other documentation of City pertaining to its obligations under this Covenant Agreement.

Severability. If any term, provision, covenant or condition of this Covenant Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Standard of Approval. Any consents or approvals required or permitted under this Covenant Agreement shall not be unreasonably delayed, conditioned or withheld, except where it is specifically provided that a sole discretion standard applies.

Time of the Essence. Time is of the essence for each provision of this Covenant Agreement of which time is an element.

[End – Signature page follows]



IN WITNESS WHEREOF, the Parties have executed this Covenant Agreement to be effective as of the Covenant Agreement Effective Date.

“City”

**CITY OF LA QUINTA,**  
a California municipal corporation and charter city

Date: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Frank J. Spevacek, City Manager

ATTEST:

By: \_\_\_\_\_  
Susan Maysels, City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

By: \_\_\_\_\_  
William H. Ihrke, City Attorney

“Owner”

**SILVERROCK DEVELOPMENT  
COMPANY, LLC,** a Delaware limited liability company

Date: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of California )  
County of Riverside )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

State of California )  
County of Riverside )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT NO. 1**

**LEGAL DESCRIPTION OF SITE**

[To be inserted]

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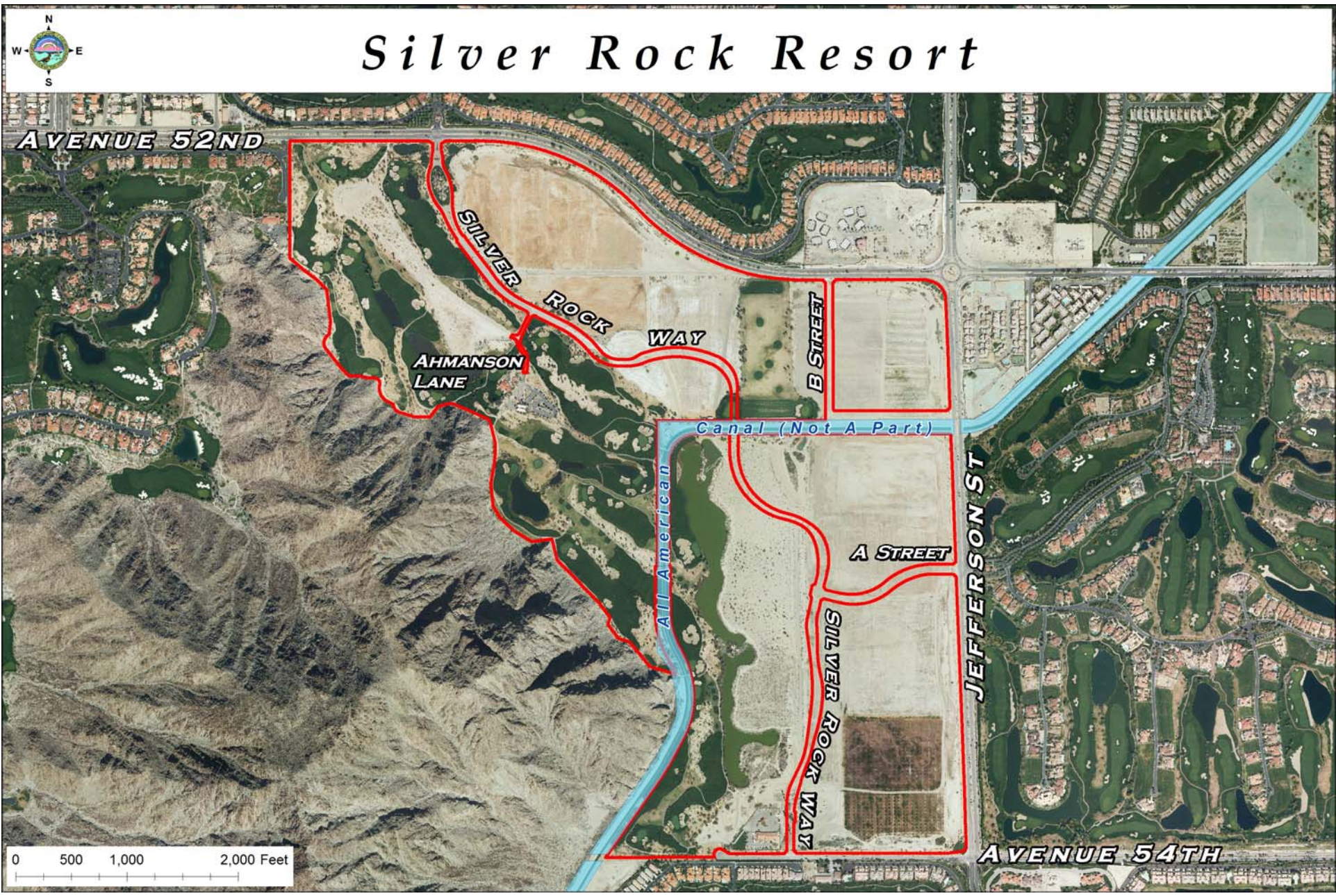
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ATTACHMENTS

- Attachment No. 1 - Legal Description of Property
- Attachment No. 2 - Site Map
- Attachment No. 3 - Schedule of Performance
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Attachment No. 6	-	Preliminary Budget
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Attachment No. 11	-	Form of TOT Sharing Agreement

# Silver Rock Resort



ATTACHMENT 1





# ATTACHMENT 3

## ECONOMIC DEVELOPMENT SUBSIDY REPORT

for the  
Purchase, Sale, and Development and related Agreements,  
including Hotel TOT Rebate Agreements  
between  
SilverRock Development Company, LLC and the City of La Quinta  
November 4, 2014

This document is the Summary Report ("Report") pursuant to the requirements of Part 4 (commencing with Section 52200) of Division 1 of Title 5, and Section 53083 of the Government Code, representing the economic opportunity and development subsidy report associated with the Purchase, Sale, and Development Agreement ("Agreement") by and between SilverRock Development Company, LLC ("Developer") and the City of La Quinta ("City"). The Agreement facilitates the sale and development of up to 145 acres owned by the City of La Quinta including land that is largely vacant, but includes portions of the existing Arnold Palmer Golf Course (the 145 acres are collectively referred to as "Development Areas"). The Site is generally located south of Avenue 52 between the existing SilverRock golf course and Jefferson Street, and west of Jefferson Street between Avenue 52 and Avenue 54 ("Site"). The City is proposing to implement Hotel Transient Occupancy Tax Rebate Agreements to assist in the development of SilverRock Resort.

### THE DEVELOPMENT

#### *Project Site*

In 2002 the City acquired 525 acres inclusive of the Development Areas, and began construction on the SilverRock Resort Arnold Palmer Classic Golf Course in 2004. This 18-hole public golf course occupies 200 acres and was opened in 2005. In 2006, City Council approved the SilverRock Resort Specific Plan ("Specific Plan"). The Specific Plan identifies Planning Area 1, a 373-acre planning area that contains the existing 18-hole golf course and sufficient land area for a second proposed 18-hole golf course. The Site that is the subject of this Report includes the areas identified in the Specific Plan as Planning Areas 2 through 6, and includes portions of Planning Area 1 that is within and around the existing and proposed golf course land.

#### *Project Description*

Site development is governed by the Specific Plan and the La Quinta General Plan ("General Plan"). The General Plan broadly demarcates a portion of the site as Tourist Commercial. The Specific Plan designates the site for a variety of uses, including Civic and Cultural Events Facilities (Planning Area 2), Boutique Hotel (Planning Area 3), Resort Hotel and Resort Casitas (Planning Area 4), Mixed-Use Resort Retail Village (Planning Area 5), and Traditional Hotel and Resort Casitas (Planning Area 6). The proposed development encompasses all Development Areas and portions of the site designated for circulation, utilities and other public uses.

#### *Long Range Property Management Plan and Approval of Properties used for Project*

The proposed property disposition is consistent with the City of La Quinta Successor Agency's Long Range Property Management Plan ("LRPMP"), which was approved by the California Department of Finance. The proposed property disposition is also consistent with the 2011 transfer of 86 acres of land designated for private development, also as approved by the California Department of Finance. The 2011 transfer includes Specific Plan Planning Areas 4, 5, and 6, which was previously the subject of a March 2011 fair market value purchase and sale. The properties included in the 2011 transfer were not subject to the LRPMP.

Additionally, the Site encompasses 59 acres identified in the LRPMP as properties to be retained for future development. The LRPMP includes two valuations for the 59 acres: Estimated Current Value and Encumbered Value. The Estimated Current Value of the 59 acres is \$295,000, as determined by

appraisal and assumes that there are no covenants or conditions limiting development of the 59 acres. In contrast, the Encumbered Value of the property is \$0, due in part to the restrictions on property development as a result of the funding source, tax exempt bond proceeds, originally utilized to purchase the 59 acres in 2002.

## **ECONOMIC OPPORTUNITY AND DEVELOPMENT SUBSIDY**

### *Terms*

The Agreement represents the purchase of up to 145 acres of the Site in two phases and a Transient Occupancy Tax (“TOT”) rebate for a period of up to 15 years for both the luxury and lifestyle hotels. The purchase land price would be \$1.00 per parcel. This value is established as the maximum amount allowable in consideration of the original land purchase being made with tax-exempt bond proceeds and associated internal revenue tax codes limiting private payment.

Governmental tax-exempt bonds, such as the bonds used for the acquisition of the 145 acres, which the California Department of Finance approved for transfer to the City in furtherance of development, are not “private activity” bonds. A bond is a private activity bond if both (i) more than 10% of the proceeds of a bond issue are used for a private business use (the “private business use” test), and (ii) more than 10% of the debt service on the bonds is directly or indirectly secured by an interest in property or payments with respect to property used for a private business use or derived from payments in respect of property used for a private business use (the “private security” or “private payment” test). Both tests must be met for a bond to be a private activity bond. Under this proposed property disposition, more than 10% of the bond issue proceeds are used for a private business use. As such, the City must avoid “private payment,” deriving payment in respect of the property used for a private business use so that the bonds remain tax exempt. Thus, to minimize the risk of having a “private payment” realized from the sale of the properties, the sale price may not exceed \$1 for each parcel.

A summary of key points within the Agreement are as follows:

- ◆ Developer to design and construct master site infrastructure
  - Including re-routing of certain golf holes on the Arnold Palmer Classic Course to accommodate the Luxury Hotel site
  - The estimated cost to construct the master site infrastructure is \$42 million
- ◆ Development to include the following components:
  - Phase 1
    - Luxury Hotel (approximately 140 keys)
    - Luxury Branded Residential (35 units @ 3,000-4,500 s.f.)
    - Conference and Shared Service Facility (71,000 s.f.)
    - Mixed Use Village (120 units @1,000-2,000 s.f. and 40,000 s.f. retail)
    - Resort Residential (160 units @ 2,200-4,000 s.f.)
  - Phase 2
    - Lifestyle Hotel (approximately 200 keys)
    - Lifestyle Branded Residential (60 units @ 2,100-3,500 s.f.). The 60 Lifestyle Branded Residential units may be locked off and utilized as up to 120 nightly rental units
- ◆ TOT rebate available for 15 years for each hotel
  - Years 1-10, 95% of TOT is available for rebate until developer achieves an 11% return on cost annually
  - Years 11-15, 75% of TOT is available for rebate until developer achieves an 11% return on cost annually
  - In any given year TOT rebate stops upon the developer achieving an 11% return

*Projected Tax Revenue*

The Agreement includes a TOT rebate for the Luxury and Lifestyle hotels. The Agreement excludes rebate of TOT revenues generated by the any resort residential component, including Luxury Branded Residential, Mixed Use Resort Residential, Resort Residential, and Lifestyle Branded Residential. The rebate of TOT is limited to the first fifteen years of operations for each hotel and is limited to 95% of the total TOT generated. Also, the TOT rebate is contingent upon the Luxury and Lifestyle hotels independently generating less than 11% returns over the course of the 15-year period.

In addition to generating TOT, the proposed development will generate property and sales tax revenues. The following table outlines the projected tax revenues, the projected rebate amount, and the City's share of the projected tax revenues.

**ESTIMATED TAX REVENUE OVER 15-YEAR PERIOD**

Revenue Category	Estimated Net New City Revenues
Luxury and Lifestyle Hotel TOT	\$46,600,000
Residential TOT	\$12,200,000
Sales Tax	\$6,000,000
Property Tax	\$3,000,000
Estimated Gross New Revenues	\$67,800,000
<b>Less Estimated Luxury and Lifestyle TOT Rebate</b>	<b>(\$20,100,000)</b>
<b>Total Net New City Revenues</b>	<b>\$47,700,000</b>

*Note: 15-year period starts at the opening of the Luxury Hotel*

The projected tax revenue and developer returns would result in the developer receiving an economic development subsidy of up to \$20,100,000 over a fifteen year period beginning in the first year of operations. The revenue and subsequent subsidy are estimated based upon projected financial returns, occupancy rates and average daily rate for the Luxury and Lifestyle hotels. Sales tax revenues are based on estimated sales from the proposed mixed-use village, resort spa and hotel food and beverage sales. Property tax revenues are derived from the improvements made to the property.

No expenditure of public funds is proposed with this Agreement. The estimated economic development subsidy of \$20,100,000 is representative of potential revenue lost by the City. However, the City is estimated to receive \$67,800,00 in TOT, sales and property tax revenue directly attributed to the proposed development for a net gain of \$47,700,000 in new tax revenues.

In addition, as a result of the proposed property disposition, the ensuing development will generate substantial property and sales tax revenues for the County of Riverside, local school districts, and other special districts. The following table outlines estimated property and sales tax revenues for each entity:

**ESTIMATED PROPERTY AND SALES TAX REVENUES OVER 15-YEAR PERIOD**

Entity	Estimated Net New Sales Tax Revenues	Estimated Net New Property Tax Revenues
School Districts		\$22,200,000
County of Riverside	\$1,500,000	\$9,100,000
City of La Quinta		\$3,000,000
Other Taxing Entities		\$9,700,000

*Estimated Jobs Created*

Tall Man Group, Inc, the City's real estate and development consultant, estimated the number of jobs generated by the development of the Site based on information provided by multiple potential hotel operators, Meriwether Companies and the Bureau of Labor Statistics. The proposed Project is estimated to generate the following number of jobs:

ESTIMATED JOBS CREATED

<u>Job Category</u>	<u>Full Time Jobs</u>	<u>Part Time Jobs</u>
Temporary Construction Jobs	1,544	206
Permanent Operations Jobs	466	169

*Note: Part time jobs are presented as full-time equivalents*

The Agreement will be the subject of a public hearing before the La Quinta City Council on November 4, 2014, at 5:00 PM or thereafter in the City Council Chambers of the City of La Quinta located at 78-495 Calle Tampico, La Quinta, California.