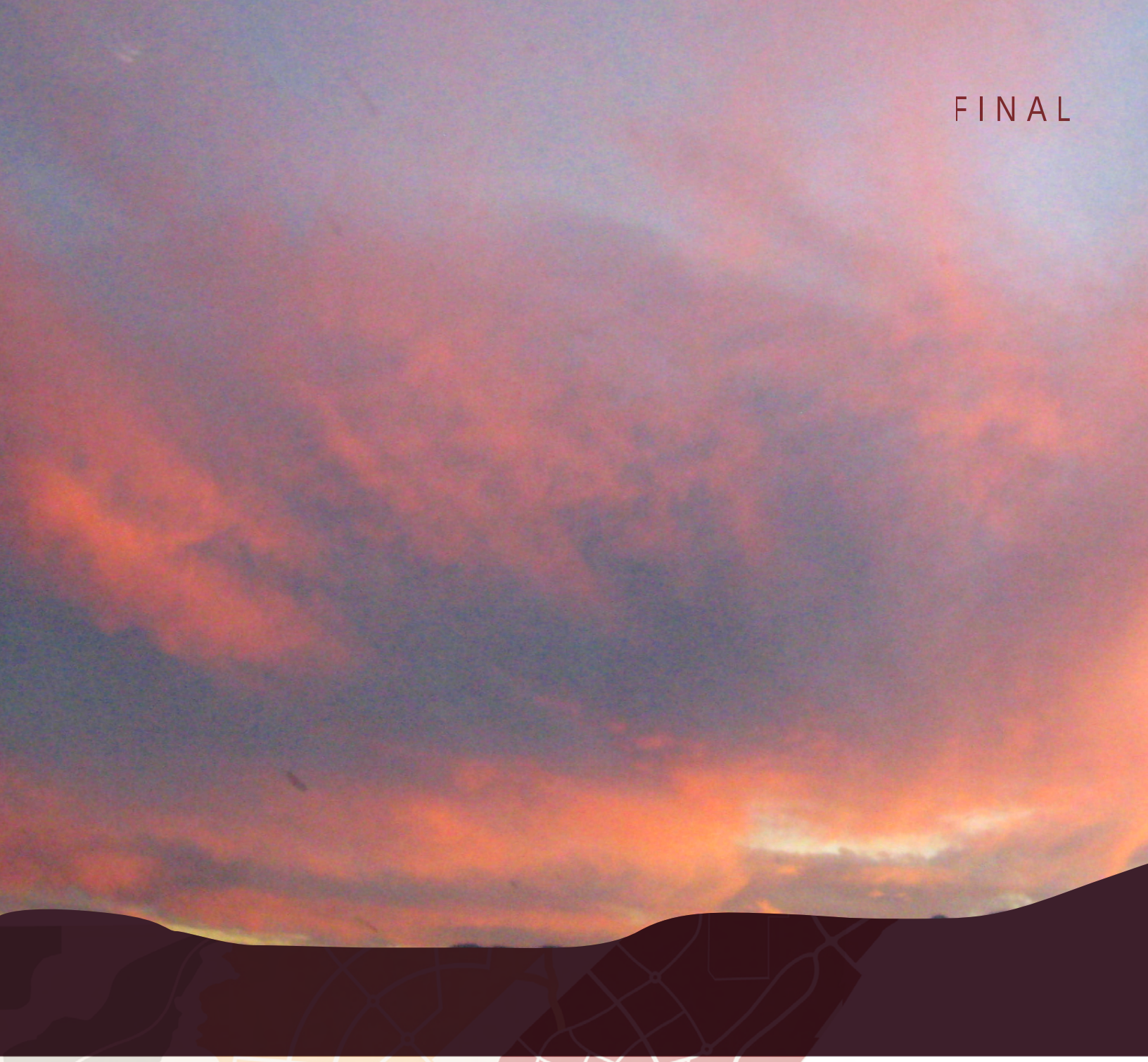

FINAL

DESERT GATEWAY™

CITY OF VICTORVILLE

SPECIFIC PLAN

February 22, 2010

AECOM

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Adopted by Victorville City Council December 15, 2009

Chapter 1:
PREFACE

1. PREFACE

1.1 Purpose of the Desert Gateway Specific Plan

This Specific Plan provides a vision for Desert Gateway and seeks to further the vision by establishing goals, objectives, policies, and implementation strategies. This Specific Plan implements the City's General Plan directive to prepare a specific plan for the Desert Gateway area. This Specific Plan also advances the goals of the Victor Valley Redevelopment Plan, which is applicable to Desert Gateway. It is, therefore, a regulatory plan for the development, redevelopment, and revitalization of Desert Gateway.

1.2 Plan authority

The City of Victorville became a charter city in June 2008. As a charter city, Victorville is not required to follow the provisions set forth in Government Code sections 65450-65457 for preparing specific plans. This Specific Plan was prepared with these specific plan provisions as guidelines, but not as mandatory requirements.

1.3 Relationship to other plans

The City of Victorville General Plan 2030 was adopted by the City Council on October 21, 2008. The General Plan designated the Desert Gateway area as "Specific Plan." The Desert Gateway Specific Plan serves as a legal document that implements the General Plan land use designation of "Specific Plan." This Specific Plan serves as a "blueprint" for development by establishing the distribution of land uses and the criteria for development of each land use set forth in the Plan.

Nearly all of Desert Gateway is within a redevelopment area subject to the Victor Valley Redevelopment Plan. The Redevelopment Plan establishes a framework and process for the implementation of redevelopment goals. It is consistent with these goals by promoting economic development; providing a plan for infrastructure and financing of community-serving public improvements; and including comprehensive planning and design objectives, policies, and guidelines to encourage orderly, quality development. Therefore this Specific Plan is also the plan for the redevelopment and revitalization of that portion of Desert Gateway within the redevelopment area.

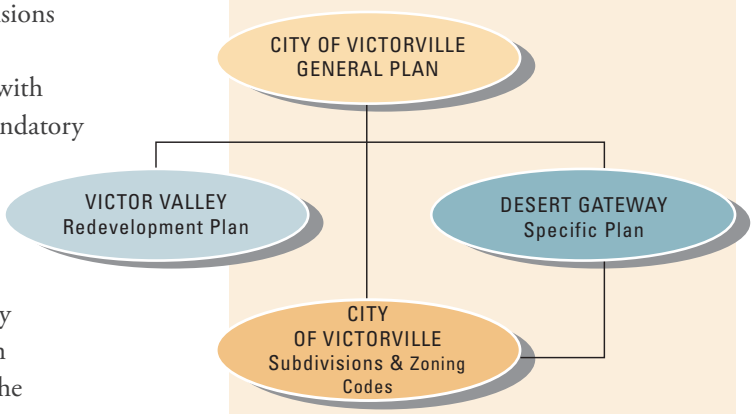


Figure 1.1 Relationship of Desert Gateway Specific Plan to other plans and regulations

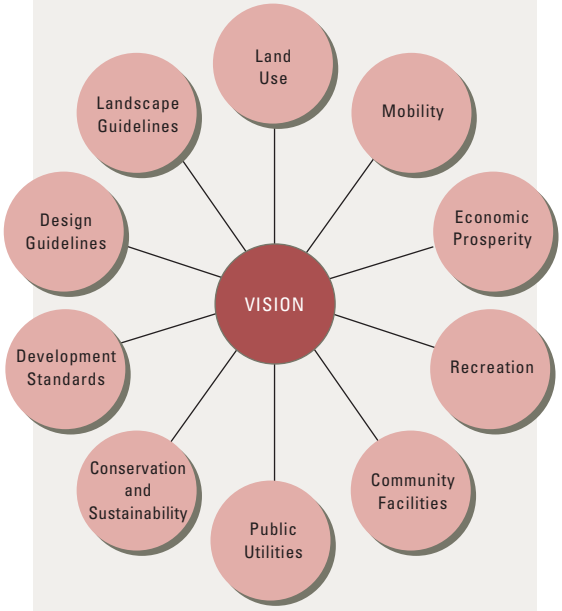


Figure 1.2: Elements of equal status support a single vision

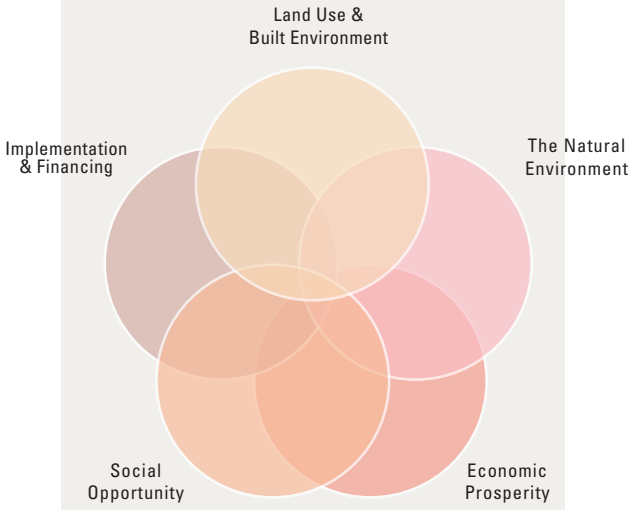


Figure 1.3: Fundamental planning relationships

1.4 Development Approval Components

The adoption of the Specific Plan is one step in a process leading to the development of the Specific Plan area. Major components of the development approval process for the Specific Plan area are discussed below.

After the adoption of the General Plan, the City of Victorville zoned the Specific Plan area within its boundaries to "S-P (Specific Plan)" and pre-zoned the area outside its boundaries to "S-P (Specific Plan)" in order for the annexation of the areas outside of the City's boundaries to take place. The zoning and pre-zoning of the Specific Plan area to "S-P (Specific Plan)" and this Specific Plan establish the zoning regulations for the Specific Plan area. The requirements of the Specific Plan take precedence over the City's Zoning Ordinance. Provisions of the Zoning Ordinance will apply to the Specific Plan area if specifically stated in this Plan. As land outside the City's boundary is annexed into the City, that land will be subject to the Specific Plan.

Desert Gateway is composed of land that is located not only inside of, but also outside of the City's boundaries and sphere of influence. Expansion of the City's sphere of influence is necessary before land can be annexed into the City and subject to this Specific Plan. The City will request the San Bernardino Local Agency Formation Commission (LAFCO) to expand its sphere of influence to encompass all areas of Desert Gateway. These lands will also require annexation into the City before they can be regulated by this Specific Plan. The City supports annexation of all unincorporated land within Desert Gateway.

Subsequent project applications, including development plans, tentative maps, conditional use permits, development agreements, and other development applications, will be required to implement the Specific Plan. These applications will be reviewed for approval by the City pursuant to the Specific Plan.

1.5 How to use this plan

There are 10 elements of this Plan, followed by a chapter on how it is to be implemented. Every element carries equal weight.

Each element begins with its framework plan to provide a broad overview of what is provided by it. Included within the framework plan is an introduction describing the purpose of the plan element, a discussion of the context, and an outline of overall goals. Each framework plan is followed by a series of objective

statements and policies for each objective. Since this Specific Plan directs and regulates land uses for the Desert Gateway area, its policies and regulations supersede those in the municipal code and other plans subordinate to the General Plan. Where a conflict exists, this Specific Plan controls.

Photographs and illustrations are intended to demonstrate and further the understanding of written and textual policies and regulations. However, all photographs and illustrations are conceptual in nature and are not to be construed as prescribing an identical form or condition.

This Specific Plan serves as the zoning regulations governing development, improvements, and construction within the Specific Plan area. The standards contained in this document and subsequent development plans supersede, replace, and take precedence over City standards governing the Specific Plan area.

1.6 Master Developer Agreement

In early 2007, the City, Victorville Redevelopment Agency, and Southern California Logistics Rail Authority entered into an agreement (the "Master Developer Agreement") with several private parties (as defined in the Master Developer Agreement), whose terms are incorporated herein, covering lands within and adjacent to the northern area of the City, inclusive of Desert Gateway. The purpose of the Master Developer Agreement is to facilitate a plan for the development, redevelopment, and acquisition of these lands, and maximize the use of redevelopment tools to serve the long-term interests of the City.

1.7 Severability

If any portion of this Specific Plan is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Plan. The City Council hereby declares that it would have adopted this Plan and each part hereof, even if any one part is declared invalid.

Should the proposed DesertXpress high speed, passenger rail project not be implemented, have its Southern California terminus station located outside Desert Gateway, or be substantially delayed, the City Council hereby declares that this Specific Plan continues to be consistent with the vision for Desert Gateway and is necessary for the redevelopment and revitalization of the area.

1.8 CEQA Compliance

Consistent with the California Environmental Quality Act (CEQA), the Environmental Impact Report (EIR) certified for the City's General Plan serves as the environmental documentation for this Specific Plan. All applicable mitigation measures adopted pursuant to the General Plan EIR will be imposed on subsequent projects in the Specific Plan area.

CHAPTER 2:
INTRODUCTION

2. INTRODUCTION

2.1. Overview

The Desert Gateway Specific Plan represents a vision for a new community in the High Desert. It represents a project of the future and a new way of life, with transit-oriented development principles central to its character. The type of planning, land uses, design, and pattern of development for Desert Gateway are dictated by its Town Center, series of village centers, and major employment centers, all connected by transit. Transit is supportable when population and employment levels are sufficient. Therefore, it is vital to adhere to the planning principles in this Specific Plan to attain the vision.

Sustainability is a common thread throughout, recognizing the importance of existing in harmony with the environment. The Plan complements the existing Victorville community by expanding opportunity and accommodating forecasted regional growth in a substantially more sustainable manner.

Desert Gateway is located at the interchange of the planned High Desert Corridor expressway and Interstate 15. The High Desert Corridor will provide an additional east/west link in the transportation system serving the Los Angeles region, with an emphasis on goods movement and access to the Southern

Figure 2.1: Regional context map

California Logistics Airport. This significant transportation investment will be a catalyst for economic development in Desert Gateway.

The Specific Plan emerged from a major and comprehensive update to the City of Victorville General Plan and the creation of a redevelopment area following the closure of George Air Force Base, now reused as the Southern California Logistics Airport. This Specific Plan responds to the forces of local and regional growth, local and global economic changes, and international trade. These special opportunities and challenges necessitate a new approach to community building in Victorville, guided by transit-oriented development and sustainable practices. Therefore, Desert Gateway will have higher density housing distinguished by special architectural character and public amenities. Moreover, Desert Gateway establishes a framework for economic development, catalyzed by available redevelopment and public financing tools.

2.2. About Desert Gateway

Setting and History

Desert Gateway is a 10,203-acre area at the northern edge of the City of Victorville. Victorville is located in the southwest portion of San Bernardino County in the Victor Valley, an

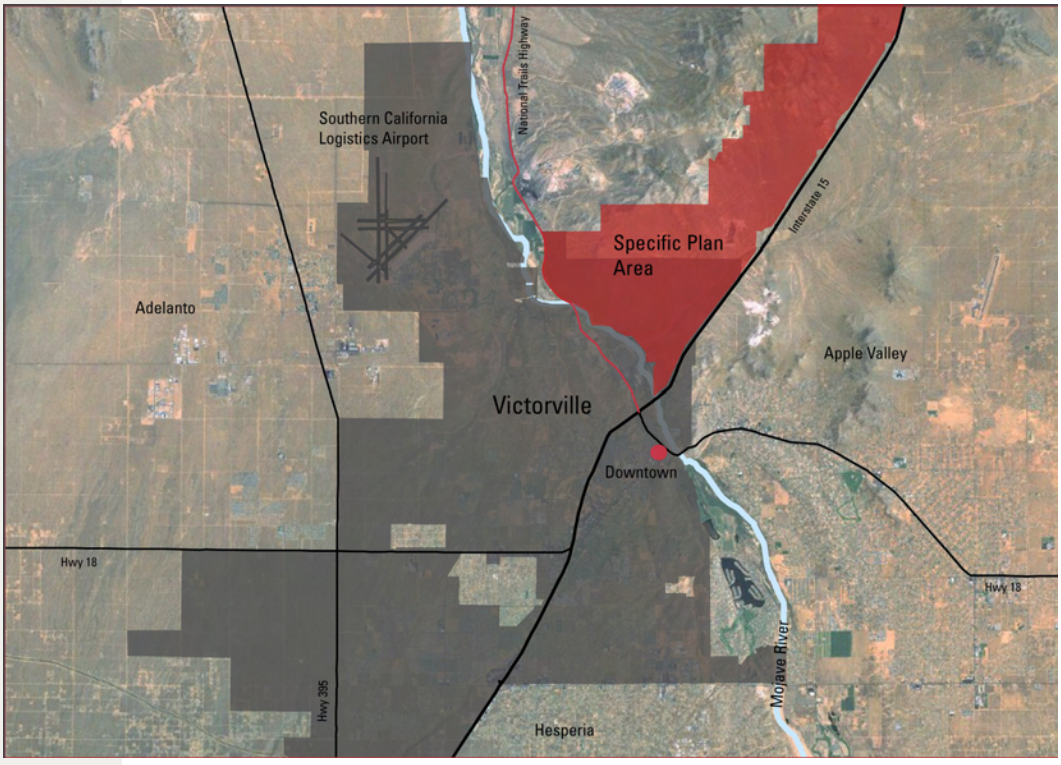


Figure 2.2 City context map

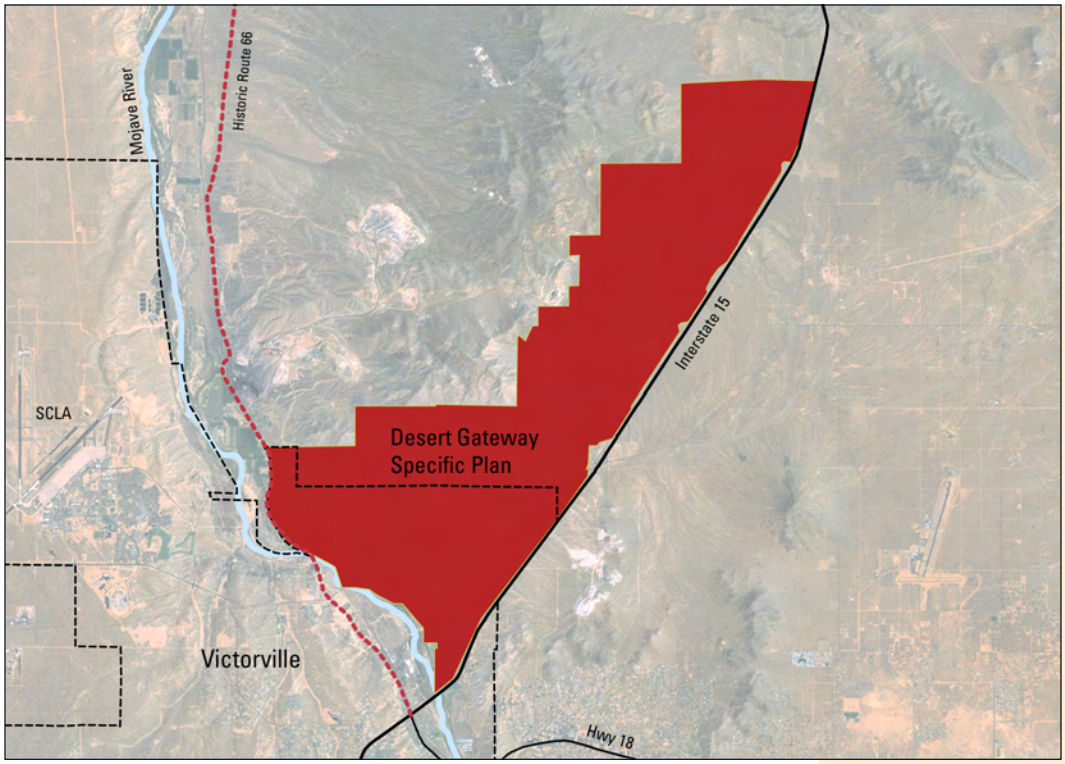


Figure 2.3 Site boundary

area between the San Bernardino and San Gabriel Mountains in southern California. This area is part of the High Desert, characterized by hot summers and cool winters. The Mojave River runs through Victorville, providing a distinguishing natural amenity in the desert.

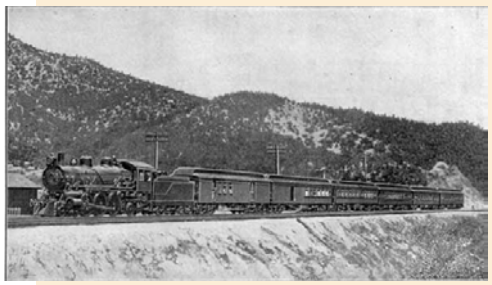


Figure 2.4 Train at Cajon Pass

Victorville is readily accessible to Los Angeles, Long Beach, San Diego, and Las Vegas. In 2007, the City of Victorville had a population of 102,538, a 38 percent increase since the 2000 census. Like much of Southern California, it is imperative that the city's growth occurs in a manner that benefits, expands, and diversifies the economy.

In 2007, the local economy of Victorville was dominated by the service sector, retail trade, and government. There is a need to diversify the economy, particularly with basic sector jobs, the type of jobs that bring wealth into the city by exporting goods and intellectual services. The Southern California Logistics Airport (SCLA) is a major employment center in the local economy. In 2007, the facility was the third highest employer in the Victor Valley, employing about 2,000 workers.

The cities and towns in the High Desert have been greatly influenced by the building of railroads and interstate highways. The city has been influenced by the confluence of human-made transportation routes, beginning in the 19th century with the railroad. As planning points the way to the future, innovations

Figure 2.5 Route 66 was integral to the development and identity of Victorville

Figure 2.6 Desert Gateway in 2007

in transportation will continue to influence how this urban area will grow and change.

Victorville's development is directly related to the construction of the California Southern Railroad, beginning in 1880. The railroad provided a link between Barstow and San Diego, with connections via the Santa Fe Railroad through to Chicago. The town grew around the station that was placed there and, in 1885, was named Victor after Jacob Nash Victor, a company official. The post office changed the name to Victorville in 1901. The railroad extension was crucial for its traversing of Cajon Pass, which would continue to be a major point of access for transportation, freight, and trade.

As ownership of personal automobiles gained popularity in the early 20th century, highways replaced railways as the primary means of travel. The most famous of these early highways passed through Victorville when it was constructed in the 1920s. Route 66, which extended from Chicago to Santa Monica, came to be known colloquially as the Main Street of America, as its adjacent towns and roadside architecture were representative of typical American life at mid-century. The construction of the route resulted in much development meant to serve the highway traveler. Victorville is an example of such a place. Its highway identity continued to define it into the next generation, as the Interstate Highway System came about in the 1960s. Interstate 15 (I-15) passes through Victorville, serving as an important national corridor for goods and travelers. Historic Route 66 passes through the City's historic old town.

In addition to transportation, Victorville's economy has been largely influenced by the military and trade. In the early 1940s, Victorville Army Airfield (later George Air Force Base) was constructed to support the Tactical Air Command. It was a major employment source for residents of Victorville. The Base Closure and Realignment Act of 1989 halted activity at the base, but the City quickly annexed the site and it was converted into the present Southern California Logistics Airport. Once again, it will provide a major source of employment for the City and region.

The City of Victorville has grown more than others in the Victor Valley. The City has identified a number of issues affecting economic prosperity, including the quality of jobs within the City available to its residents and a need for more tax-revenue-generating businesses. These issues need to be addressed as Victorville looks to the future.

Desert Gateway Today

Today, Victorville is a city with much potential. To capitalize on this, the City of Victorville needs to implement change to attract more international development and tourism. The economic profile of the City in the mid-2000s is oriented toward lower paying jobs in the service industry, so the City is working toward a more diversified jobs base.

Much of the existing residential and commercial development is auto-oriented. For the City to attract development to address its current and future needs, it must enhance the diversity and quality of jobs, housing stock, community amenities, and infrastructure. In particular, mixed use, higher density development is essential to attracting the workforce that will lead to diversified economic development. The strengthening of these elements is the driving force behind planning for Desert Gateway.

How Victorville chooses to develop to accommodate significant forecasted population growth will define its future. Growth in international trade passing through area ports and distribution centers is increasingly affecting business development opportunities in Victorville. The economies of Southern California and Las Vegas are becoming more closely linked. Located between these two metropolitan areas, Victorville is positioned to benefit. This Specific Plan is intended to guide opportunities to the benefit of Victorville.

A day in the life: Desert Gateway in 2030

Desert Gateway will include distinct neighborhoods oriented toward mixed use village centers served by transit. This Specific Plan will achieve City-wide goals for greater housing diversity, housing near employment centers, and economic development. Revitalization, educational opportunities, and urban design excellence are also key goals promoted by this Specific Plan. Principles of environmental, economic, and social sustainability guide all of its elements. All this will strengthen Victorville's leading economic, civic, and cultural roles in the High Desert region.

Imagine it is now 2030; it is time to look back at what resulted from building the vision for Desert Gateway. A family with two children living in the Desert Foothills village of Desert Gateway begins its day, walking out their front door rather than getting in their car. Transit on the grand Desert Gateway Boulevard takes one parent to work at the corporate headquarters for a major trade

and logistics company in the Town Center. The company began as a small start-up in the Stoddard Wells Industrial Park, taking advantage of Desert Gateway's location near Southern California Logistics Airport, I-15, and the High Desert Corridor expressway. The airport took on an indispensable role in the logistics chain between the United States and Asia, with manufacturing facilities in modern industrial and business parks within Desert Gateway sending goods through the airport to a now highly developed Asia, while distributing imports throughout the United States. The other parent walks the youngest child to the village center to drink coffee in the Desert Foothills village square with other parents having a play date for the kids at the square. The other child walks to school along an arroyo open space corridor trail, marveling in wonder at the native high desert plants and animals that were protected since the first days of development. It is a special day, because the grandparents are taking the DesertXpress high speed passenger rail from Las Vegas to spend the weekend with the kids, to give mom and dad some time to enjoy an evening at the trendiest restaurant and entertainment venues in the Mixed Use Town Center. Just one family, just one day in the life of Desert Gateway. One vision, infinite opportunities.

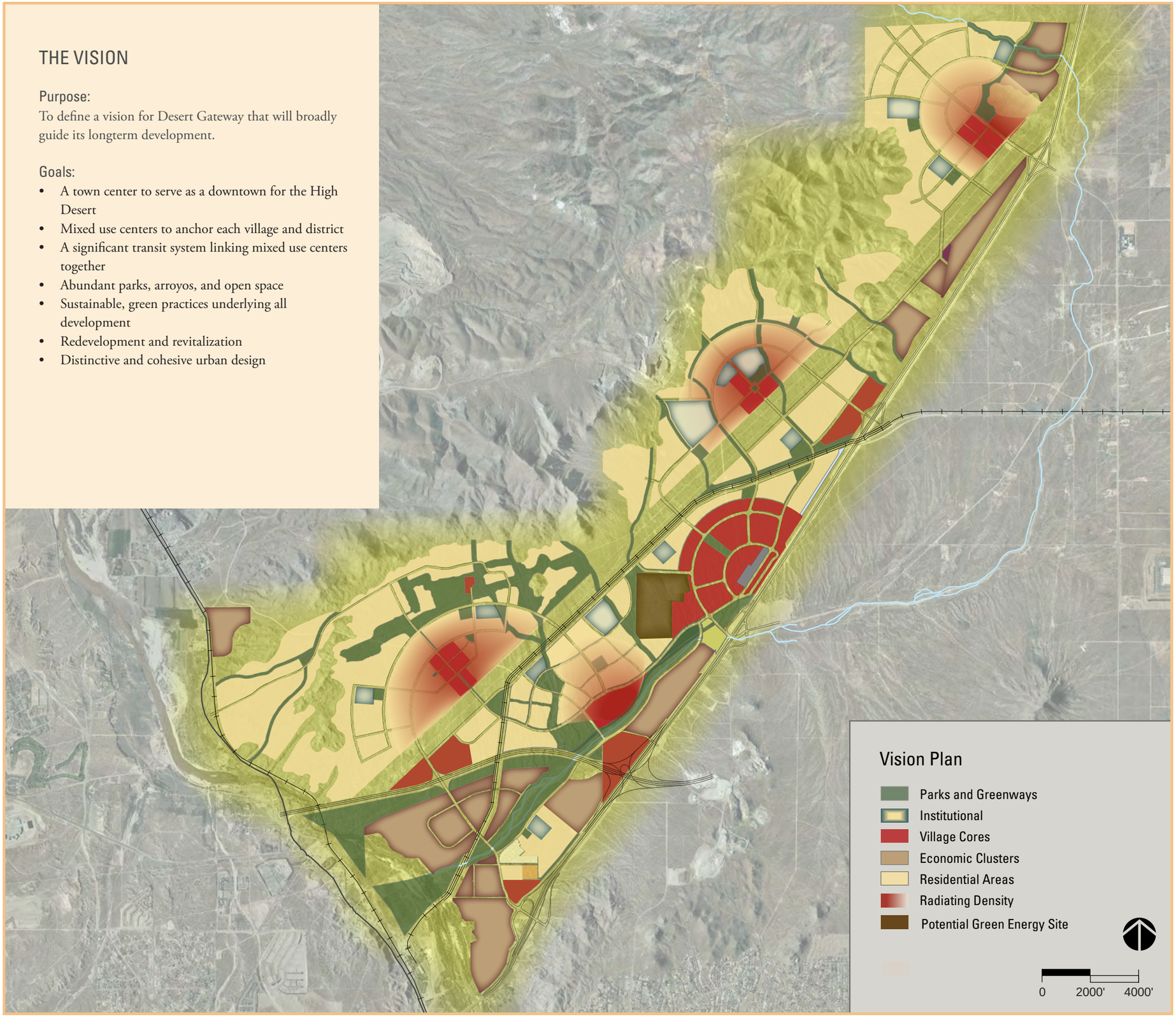
THE VISION

Purpose:

To define a vision for Desert Gateway that will broadly guide its longterm development.

Goals:

- A town center to serve as a downtown for the High Desert
- Mixed use centers to anchor each village and district
- A significant transit system linking mixed use centers together
- Abundant parks, arroyos, and open space
- Sustainable, green practices underlying all development
- Redevelopment and revitalization
- Distinctive and cohesive urban design



CHAPTER 3:
THE VISION

INTRODUCTION

Desert Gateway is an innovative vision for a comprehensive place of the future. It channelizes opportunities that benefit the City of Victorville and the region. The vision will be realized through phased implementation of the Specific Plan. This chapter presents an overview of the vision and highlights principal features of this Specific Plan.

The transportation system, particularly transit, guides the land use pattern, design and form in Desert Gateway. All of the plan goals, objectives and policies– its fundamental characteristics—have been carefully prepared to uphold the vision.

Desert Gateway has five key characteristics:

- Allows for sufficient land use density and intensity to support and sustain transit
- Housing, employment and services are located close to transit service
- Mixed use centers anchor neighborhoods, employment centers and transit stations
- The transportation network is multi-modal with interconnected roadways, bikeways, trails and transit
- Urban design guidelines and design features encourage pedestrian activity and reduce automobile use for work, shopping and leisure activities

3.1 ELEMENTS OF THE VISION

The Desert Gateway Specific Plan creates a new community in the High Desert, promoting innovative development patterns to meet the future needs of Victorville and the region. Development within Desert Gateway will be guided by this Specific Plan, through which a vision will become a community.

This Specific Plan is based on transit-oriented planning principles. In addition, it promotes economic development and housing opportunities by creating distinct and diverse land use designations. It is also a Plan for revitalization and redevelopment, by using public financing tools to develop needed infrastructure improvements. Sustainable practices thread throughout this Specific Plan. All contribute to meeting the needs of a growing region that is ready to play a vital role in the future of Southern California.

This chapter presents a broad overview of the vision and is a summary of this Specific Plan.

STRUCTURE PRINCIPLES:

1. **Neighborhoods as building blocks**
   Many small-scale, distinct neighborhoods will form the foundation of the community.

2. **Mixed use centers**
   Neighborhoods and places of business are oriented to mixed use centers, which serve as focal points for the community. Land uses are harmoniously integrated, allowing villages to grow organically.

3. **Parks and open space corridors**
   Diverse and numerous parks are widely distributed, while open space corridors are woven throughout.

4. **Multi-modal mobility systems**
   A dedicated transitway, a backbone trails system, and context-sensitive roadways comprise a strategy for transit-oriented development.

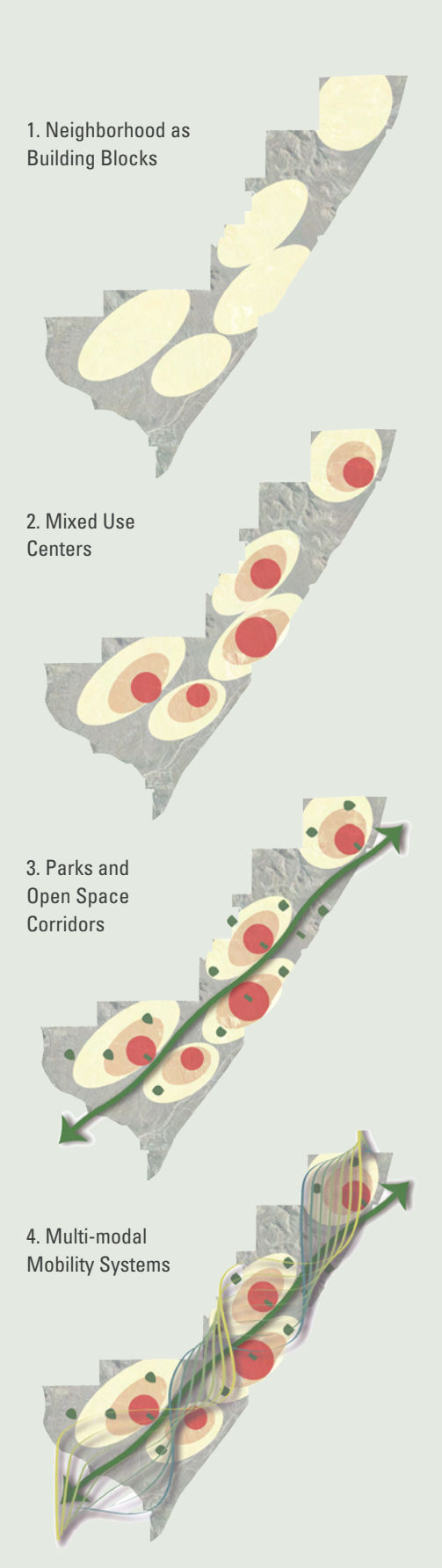


Figure 3.1 Structure principles that function together to produce the Desert Gateway vision

Guiding Principles

1. Create a **town center** with an urban context that is both a local and super-regional draw for commercial, office, and entertainment uses.

2. Provide industrial and business park development to act as the employment generator and **economic engine** for the region.

3. Create a community of **identifiable villages** distinguished by geography, neighborhood character, and diversity.

4. Create **mixed use village centers** that act as the core for neighborhoods, with commercial, community facilities, and residential integrated in a refined village context.

5. Provide a range and **diversity of housing** programs varying from single family houses to high-density condominiums, appealing to a wide variety of buyer opportunities and income levels.

6. Create an **arroyo regional park** as a community connector and a regional recreation amenity.

7. Encourage **a high standard of schools** to promote quality education for the community.

8. Provide a **hierarchy of parks**, including community parks, neighborhood parks, and pocket parks, planned to be conveniently accessible to residential neighborhoods.

9. Provide an **internal transit system** that connects mixed use village centers to the town center when supported by population growth.

10. Create a **sustainable community** that is responsive to the environmental, water, and energy conservation needs of the region and local area.

"Desert Gateway"

... is a passage through the High Desert that will link distinctive destinations and be a destination unto itself.

... is a temporal passage between eras, the latter being a time when sustainable development is the only option.

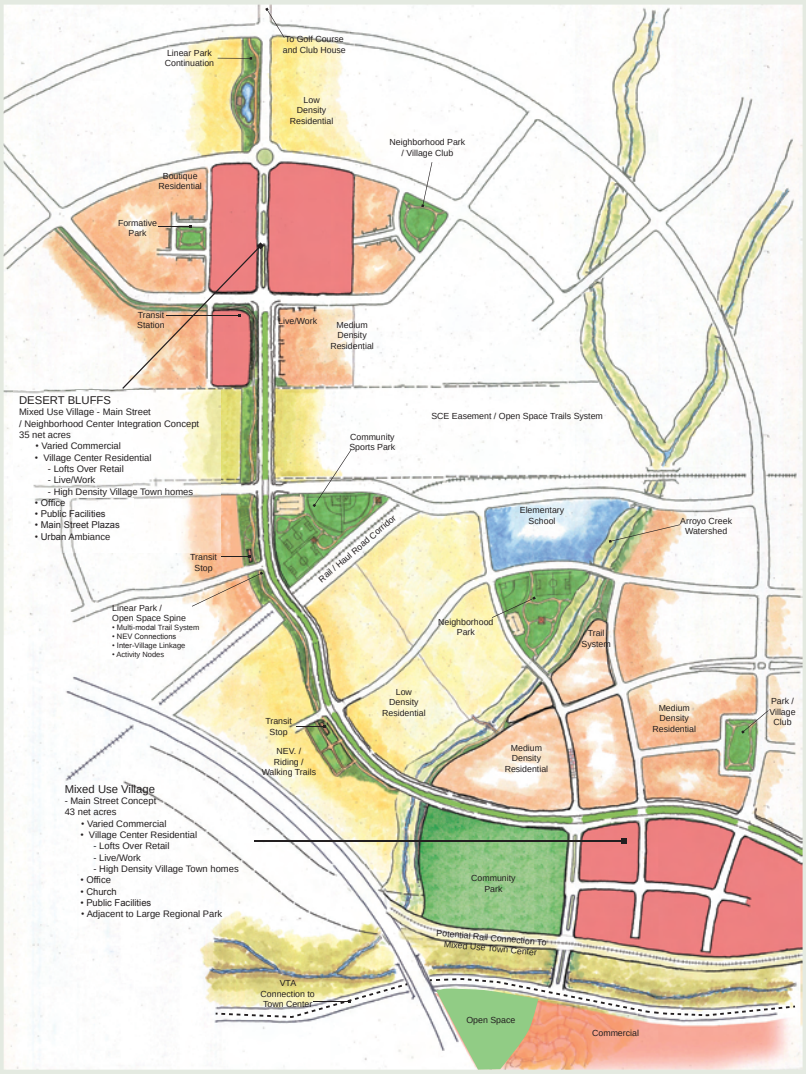


Figure 3.2 Illustration of relationship between mixed use villages of Desert Bluffs and Arroyo Park

3.2 ABOUT THE VISION

What does this Plan create?

As described in the Guiding Principles, this is an innovative Plan for the future of Victorville, the High Desert region, and the continued expansion of Southern California. It is a vision for a transit-oriented, urban community of Victorville, with a significant role in regional economic development. The defining elements are a series of village centers and one regionally significant town center connected by a grand transit boulevard. Open space corridors connect the community with nature. Environmental, economic, and social sustainability are integral to the vision.

Why this vision?

Growth, changes in the economy, and awareness of how both affect the environment necessitate this new vision that will become Desert Gateway. The vision accommodates forecasted growth in a more sustainable manner by using transit-oriented development principles. The efficient use of land promoted by transit-oriented development embodies principles of environmental, economic, and social sustainability. This vision is necessary to solidify Victorville's central role in the High Desert and Southern California, promote economic development, diversify the economy, and create a sense of place.

How is it accomplished?

Housing diversity and density support transit and mixed use village centers. Infrastructure development, housing, and amenities will attract new businesses. Newly designated employment lands accommodate an expanded and diversified economy. Public financing tools will facilitate a well-organized and efficient, master planned approach to infrastructure development.

When is the vision completed?

As a master plan for the development of nearly 16 square miles and an ultimate population similar to the existing City of Victorville in 2007, it is projected to take 20 to 30 years to build Desert Gateway and complete the vision. An additional approximately 32 square miles in the City's Northern Sphere Expansion area is anticipated to be added to the Desert Gateway Specific Plan or form the basis for a separate and compatible specific plan.

What is Transit-oriented Development?

Transit-oriented developments are compact, walkable communities centered around high-quality transit systems. A fine grain mix of uses and higher housing densities are important to sustaining transit service. Transit-oriented development is a way to create a genuine place that builds community, enhances quality of life, and attracts investment.

LAND USE

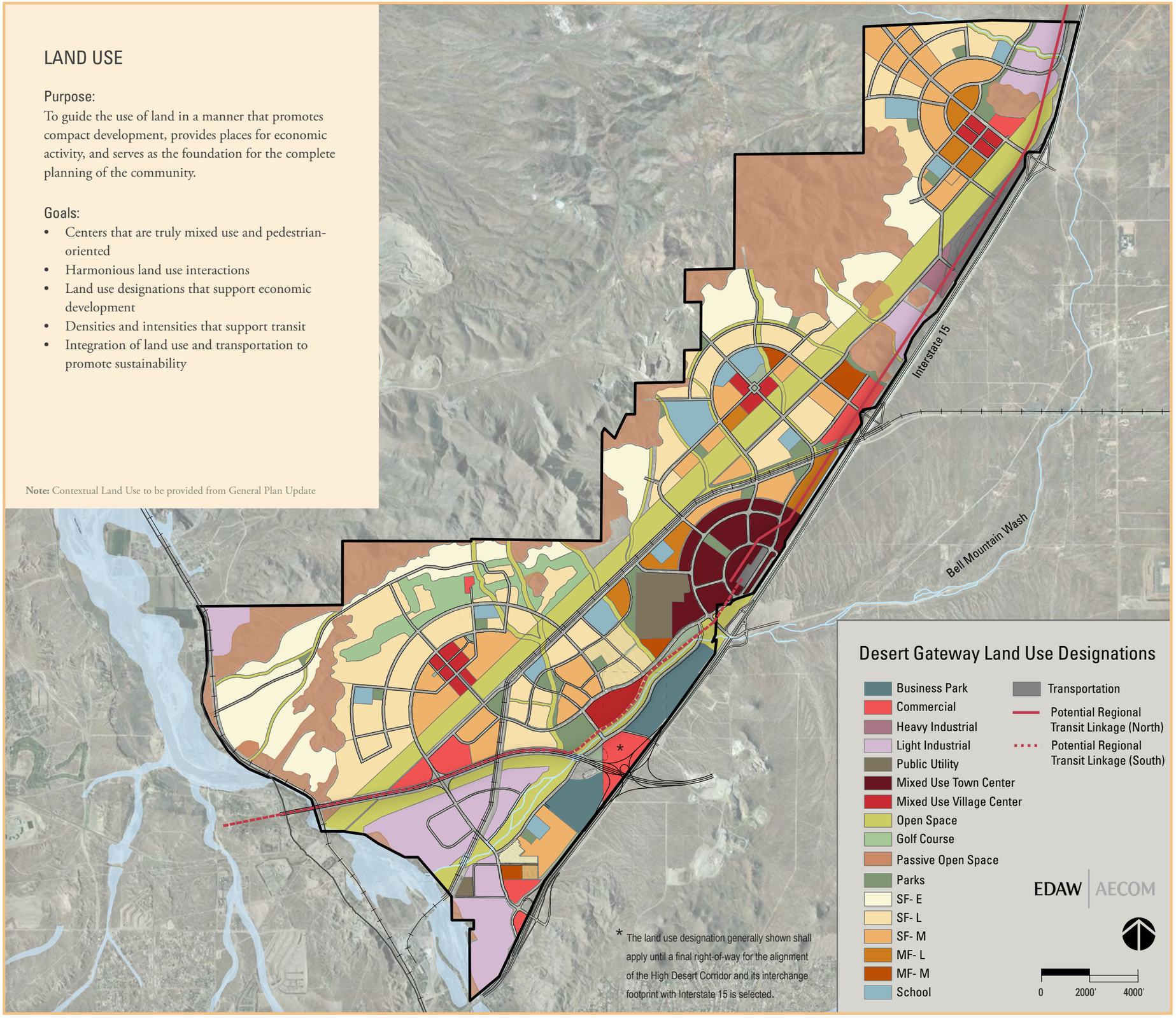
Purpose:

To guide the use of land in a manner that promotes compact development, provides places for economic activity, and serves as the foundation for the complete planning of the community.

Goals:

- Centers that are truly mixed use and pedestrian-oriented
- Harmonious land use interactions
- Land use designations that support economic development
- Densities and intensities that support transit
- Integration of land use and transportation to promote sustainability

Note: Contextual Land Use to be provided from General Plan Update



CHAPTER 4:
LAND USE

INTRODUCTION

The land use plan is the blueprint for the development and use of land in Desert Gateway. The plan sets the character for the community. Desert Gateway will be transit and pedestrian-friendly and support sustainable practices through compact development. The land use plan is guided by the transportation network. The successful functionality of the transportation network is directly sustained by maximum adherence to the transit-oriented principles of the Specific Plan.

The structure principles are:

- A community of distinct villages and districts oriented to mixed use centers
- Planning within the framework created by natural topography and open spaces
- Land use guided by transportation planning

4.1 OBJECTIVE:
Include a variety of community-sustaining uses, achieving an integrated, urban place

The land use plan is the foundation from which the vision is launched. It serves to direct the other elements of this Specific Plan and is reinforced by those elements.

Transit-oriented development principles are fundamental to guiding the land use plan. This efficient land use pattern represents the natural evolution to more compact, urban development, reflecting Victorville's increasing regional prominence and preparing it to beneficially capitalize on forecasted growth. Redevelopment and revitalization are important objectives that are furthered by the land use plan.

Desert Gateway includes an integrated mix of land uses. The land use designations provide diverse housing options and promote economic development. Increased housing densities sustain mixed use village centers and transit ridership. Public amenities and widely distributed parks and trails are vital to attract investment and building a community. Village centers provide for neighborhood-serving businesses. Automobile-oriented commercial centers serve community and regional markets. The characteristics and locations of land uses support a multi-modal approach to transportation.

Land use designations serve to implement the S-P (Specific Plan) zoning district by precisely regulating the use of land across Desert Gateway. Permitted, conditional, and prohibited land uses are established for each land use designation specifically for Desert Gateway.

Figure 4.2 Mixed use villages are a central feature

POLICIES:

4.1.1 A land use plan for Desert Gateway

The diagram on the preceding page is the land use plan for Desert Gateway. The land use plan depicts overall intent and general configurations. Consistent with this, the final delineation of land use designations will be determined through project-specific development plan approvals, pursuant to Policy 14.3.2.

4.1.2 Land use designations established

The designations establish land uses for this Plan, as defined in Table 4.3. These designations regulate the use of land according to character, density, intensity, and uses.

Table 4.1 Land Use Statistics

Designation	Gross Acres
Residential	
SF- E Residential	1,042
SF- L Residential	1,528
SF- M Residential	898
MF- L Residential	210
MF- M Residential	83
Subtotal	3,761
Mixed Use	
Mixed Use Village Center	185
Mixed Use Town Center	325
Subtotal	510
Commercial	
Commercial	283
Subtotal	283
Industrial	
Business Park	222
Light Industrial	838
Heavy Industrial	25
Subtotal	1,085
Institutional/Other	
Elementary Schools	115
Middle Schools	80
High School	65
Golf Course	200
Parks	250
Open Space	3,752
Transportation	102
Subtotal	4,564
Total	**10,203**

Table 4.2 Population Projections

Designation	Housing Units (Approximate)	Population (Projected)*
Residential		
SF- E Residential	2,100	6,700
SF- L Residential	7,500	25,100
SF- M Residential	7,200	20,000
MF- L Residential	2,500	9,500
MF- M Residential	1,300	4,100
Subtotal	20,600	65,400
Mixed Use		
Mixed Use Village Center	700	2,200
Mixed Use Town Center	4,800	15,300
Subtotal	5,500	17,500
Total	**26,100**	**82,900**

* Based on 2008 average household size of 3.18, 2008 General Plan

Figure 4.3 Land use proportions

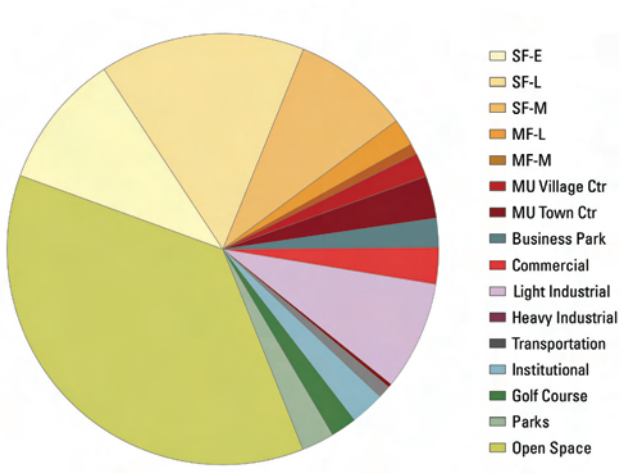


Table 4.3 Land Use Designations

Land Use Category	Density & Intensity	Description
Residential		
SF-E Single Family – Estate	Max 2 dwelling units/ acre	This designation provides for single family detached housing at a very low density, with typical lot sizes of one-half acre and larger. It will occur primarily in the periphery of Desert Gateway at the base of the hills. Typical lot sizes are 17,500 square feet to 1 acre and housing design is Estate as shown in Chapter 11.
SF-L Single Family – Low	Max 5 dwelling units/ acre	This designation provides for single family detached housing on small lots or houses clustered around courts. Typical lot size is 7,200 square feet and housing design is Ranch and Villa, as shown in Chapter 11.
SF-M Single Family – Medium	5 - 12 dwelling units/ acre	This designation provides for clustered single family detached housing, single family attached row houses and multi-plex houses. Typical lot sizes are between 3,000 and 6,000 square feet, and housing design is Traditional, Bungalow, Cottage, and Neo-Traditional, as shown in Chapter 11.
MF-L Multi-Family – Low	12 - 18 dwelling units/ acre	This designation provides for clustered single family detached housing, single family attached row houses, and multi-plex houses. Housing design is Greencourt and Greenbelt, as shown in Chapter 11.
MF-M Multi-Family – Medium	18 - 30 dwelling units/ acre	This designation provides for attached housing, including row houses, townhouses, and stacked flats.
Mixed Use		
MUTC Mixed Use Town Center	14 - 60 dwelling units/ acre 0.25 to 6.0 FAR	This designation provides for an urban, mixed use place as a center of commerce, culture, entertainment, and transportation. It must be located close to I-15 for regional access. Uses include retail, residential, entertainment, cultural, civic, all passenger transportation-oriented uses, train station, lodging, convention, and Las Vegas resort pavilions to serve their customers. Low-, mid-, and high-rise buildings are contemplated.
MUVC Mixed Use Village Center	7 - 30 dwelling units/ acre 0.25 to 1.0 FAR	The Mixed Use Village Center land use is similar to the Mixed Use Town Center, except smaller in scale and with fewer uses. This designation will serve the community villages and districts, providing services that many residents can access by walking and transit. Mixed Use Village Centers will be close to parks and will include retail, residential, and community facilities.

Land Use Category	Density & Intensity	Description
Commercial		
CC Commercial	0.15 - 0.35 FAR	The Commercial designation provides for typical automobile-oriented retail and commercial services. Single centers typically include between 150,000 and 350,000 square feet devoted to general merchandise, convenience services, and restaurants serving a 3- to 6-mile trade area.
Industrial		
BP Business Park	0.20 - 1.20 FAR	The Business Park designation provides for both basic and nonbasic employment uses in Desert Gateway. Including business parks will enhance and diversify the existing economic base of Victorville and its surroundings. The Business Parks should be located on either side of the High Desert Corridor and I-15 interchanges to provide access and visibility for these tenants and employees.
LI Light Industrial	0.05 - 0.45 FAR	The Light Industrial designation provides for primarily basic employment and manufacturing uses. Similar to the Business Park, it provides land for employment, and allows greater flexibility as to the types of businesses. For this reason, the light industrial designations should be located on the periphery of Desert Gateway and alongside the highways.
HI Heavy Industrial	0.05 - 0.45 FAR	The Heavy Industrial designation, like Light Industrial, provides for primarily basic employment and manufacturing uses and allows for those uses that might have intense industrial or outdoor activities with visual effects. Areas designated Heavy Industrial should be located on the periphery of Desert Gateway and alongside highways.
Public & Private Utilities		
TRANS Transportation	Not applicable	The Transportation designation provides for passenger rail stations, and operations and maintenance facilities. Uses include freight railroad, passenger railroad, and accessory uses, and passenger rail facilities.
PU Public Utility	Not applicable	The Public Utility designation provides minor utility facilities that primarily serve uses within Desert Gateway.

Land Use Category	Density & Intensity	Description
Public Uses		
INST Institutional	Not applicable	The Institutional designation includes community-serving facilities that provide for schools, cultural facilities, libraries, religious facilities, and public safety services.
PK Park	Not applicable	The Park designation includes public and private parks that are interspersed throughout the neighborhoods of Desert Gateway.
OS Open Space	Not applicable	The Open Space designation includes areas that are to remain in a substantially natural state, including steep hillsides, washes, flood hazard areas, and sensitive biological resources. Passive recreation, trails and compatible utilities are vital community features accommodated in this designation.

4.1.3 Non-residential intensity range compliance

The land use designations serve as guidelines for non-residential intensity, expressed as floor area ratio (FAR).

4.1.4 Residential density range compliance

Residential density shall be within the range established. Density will be calculated based on the gross land area of the project.

4.1.5 Mix of land uses in mixed use designations

The Mixed Use Town Center and Mixed Use Village Center must provide for adequate and appropriate mix of uses to achieve the vision set forth in the land use plan and associated designations. Different land uses may occur within the same building or be grouped together in neighboring buildings that are close together, unified in form, and have strong pedestrian connections, to function and appear cohesively.

Refer to Chapter 12, Design Guidelines, for policies on site planning addressing the prioritization and location of land uses in areas designated for mixed use.

The total maximum number of housing units within each separate area designated Mixed Use Town Center and Mixed Use Village Center shall be 50 percent or less of the housing unit yield that is possible when the maximum permitted density is applied to entire gross land area in each center.

Commercial uses are vital to creating the intended character in the Mixed Use Village Centers and Mixed Use Town Center and therefore should be provided in step with housing development. At least 50,000 square feet of commercial uses shall be developed for every 1,000 housing units completed.

Flexibility in developing mixed use areas is as important as achieving a balanced mix of land uses. Higher densities and intensities are also vital to promote transit- and pedestrian-oriented places.

4.1.6 Permitted uses

Table 4.4 (at the end of this chapter) provides for the permitted, conditional, and prohibited uses within each land use designation. Any use not expressly listed in the table is prohibited unless the Director of Development determines that the use is in substantial conformance with the intent of the land use designation.

4.1.7 Criteria for conditional uses

Section 18.74 of the City of Victorville Municipal Code provides the criteria under which uses are allowed, subject to conditional review. which shall apply to the Specific Plan area. Table 4.4 includes certain conditional uses for each land use designation.

Figure 4.4 Mixed Use Town Center will be an active, urban village

4.2 OBJECTIVE: Create distinct villages and districts

The land use strategy is enhanced by the creation of a series of distinct and complementary residential and mixed use villages, and non-residential districts. Each village will include a variety of land uses and building types, with a nearby mixed use center serving as its heart.

Several districts will be dedicated to business parks, industrial, and commercial uses. These will contain only one type of dominant land use, dedicated to an economic activity.

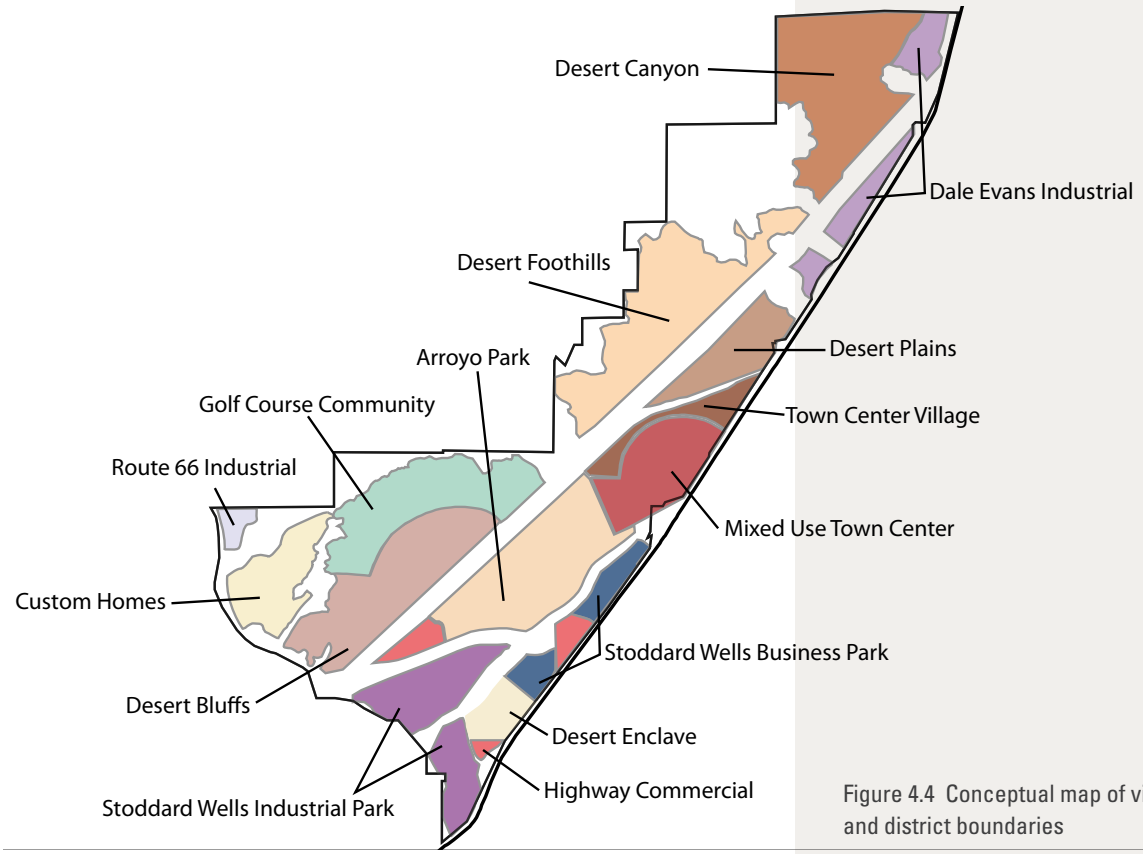


Figure 4.4 Conceptual map of village and district boundaries

POLICIES:

4.2.1 Create a downtown urban center and regional destination for the High Desert

Mixed Use Town Center

This village is the center for Desert Gateway and the High Desert and serves a super-regional role. It consists of the largest, most diverse clustering of uses, and greatest urban density. It may accommodate a rail station for a potential new high-speed, passenger rail. Land uses and design should contribute to the vibrant, culturally energetic urban center intended for this village. Retail, entertainment, and employment uses are emphasized, along with multifamily housing.

Figure 4.5 Arroyo Park will front on major recreation area for Desert Gateway

4.2.2 Establish diverse residential villages with a variety of housing types oriented to mixed use centers

Arroyo Park

This village includes significant linear open space and park. It provides for mostly medium density, single family homes. A mixed

Figure 4.6 Typical village center with retail and residential above

use village is located in Arroyo Park. Threaded through Arroyo Park is a rail corridor, the proposed new High Desert Corridor, and fingers of open space, all of which will influence site planning.

Desert Foothills

Desert Foothills sits at the base of the foothills. A central green square serves as a focal point within its village center. Housing surrounds the village center and decreases in density as it approaches the foothills.

Desert Plains

The Desert Plains village provides housing opportunities along the grand Desert Gateway boulevard, which includes a dedicated transitway. Transit service links it to nearby mixed use centers. The adjacent linear open space provides passive recreation and trail connections. A railroad and commercial center will influence site planning.

Desert Bluffs

Desert Bluffs is situated within the hilly southwestern edge of Desert Gateway. It contains mostly single family housing. A village center is located within the center of Desert Bluffs.

Desert Canyon

Desert Canyon is the northernmost village in Desert Gateway. It is distinguished by the nearby hilly terrain. A mixed use village is located within Desert Canyon.

Desert Enclave

Desert Enclave contains some existing housing. This village is linked to the arroyo open space and park and contains an additional park for residents and the neighboring potential elementary school.

Golf Course Community

Adjacent to the Desert Bluffs village on the southwestern portion of the site is a proposed golf course community. Its location along the base of the foothills affords views into the City. The increase in population in Desert Gateway suggests that a golf course could be supported and useful in attracting economic development.

Town Center Village

This village is located just north and west of the Mixed Use Town Center adjacent to I-15. Housing density is higher, to be complementary to the Mixed Use Town Center.

Desert Estates

Desert Estates is located on the southern edge of Desert Gateway, bordering the steep hillsides and the Mojave River. The neighborhood is adjacent to significant open space and natural amenities with commanding views of the City. Houses in this village shall possess the characteristics of custom-designed houses.

4.2.3 Include commercial district for auto-oriented, regional retail

Power Centers, Regional, and Highway Commercial

Automobile-oriented and large format retailers are intended in these districts. All are directly accessible to the regional highway network.

Figure 4.7 Business Parks will be included in key places in Desert Gateway

4.2.4 Establish economic districts to support employment and economic development

Stoddard Wells Business Park

This business park straddles both sides of the High Desert Corridor and is adjacent to the interchange with I-15. The business park will accommodate a range of important industries and is well suited for a full-service hospital. Its visibility and access take advantage of the role Desert Gateway will play as a center for the High Desert.

Route 66 Industrial

Route 66 Industrial is the smallest of the industrial areas. Multi-tenant industrial users are well-suited to this district.

Stoddard Wells Industrial

Along the west side of I-15, Stoddard Wells Industrial Park is the largest single industrial area. It is intended to complement businesses at Southern California Logistics Airport.

Dale Evans Industrial

Dale Evans Industrial is directly accessible to I-15 and is part of the strategy to integrate land uses by distributing employment opportunities throughout Desert Gateway.

Figure 4.8 Typical light industrial building

4.3 OBJECTIVE: Consider affordable housing within the redevelopment area

State redevelopment law requires that a portion of public financing revenue for redevelopment projects be set aside for affordable housing.

POLICIES:

4.3.1 Comply with affordable housing laws that pertain to the Victor Valley Redevelopment Area

The Victor Valley Economic Development Authority may, for a period of up to 5 years, defer the funds allocated for affordable housing (pursuant to California Redevelopment Law) to other public projects. The purpose of this deferral is to dedicate these funds for needed infrastructure and other general redevelopment activities to expedite economic and business development. Required affordable housing may be located anywhere within the Victor Valley Redevelopment Area.

4.3.2 Award density bonuses for the construction of affordable housing

The California Government Code mandates density bonuses and other incentives to encourage the development of affordable housing in market-rate projects.

4.4 OBJECTIVE: Plan for complementary land uses to Southern California Logistics Airport

Southern California Logistics Airport is an integral element of the Victor Valley economy. It is located to the northwest of the center of Victorville. The airport has adopted a land use strategy to further its goals for future development.

POLICY:

4.4.1 Ensure compatibility with the Airport Comprehensive Land Use Plan for Southern California Logistics Airport

The land use plan and uses shall be consistent with the adopted Airport Comprehensive Land Use Plan (CLUP) for Southern California Logistics Airport. The adopted CLUP does not affect Desert Gateway.

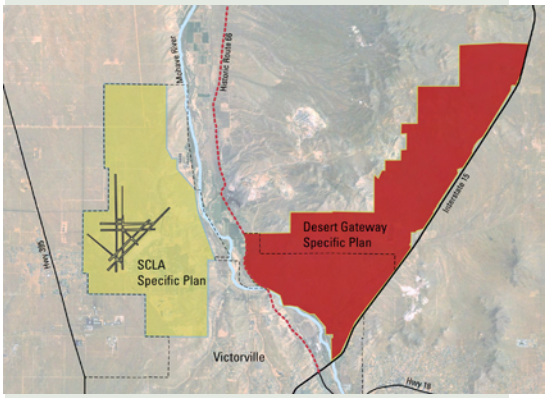


Figure 4.14 Specific Plan area in relation to Southern California Logistics Airport

4.5 OBJECTIVE: Provide for harmonious interactions between land uses

The Desert Gateway Specific Plan intends to separate potentially incompatible land uses, provide for transitional uses, and ensure sound site planning and urban design practices to harmonize different land uses. The purpose of the interface area is to ensure adequate study on a project-specific basis to avoid potential land use conflicts; protect the health, safety, and welfare of residents and users; and ensure favorable conditions for business and industry.

POLICIES:

4.5.1 Address the interface between land uses during project review

Desert Gateway contains limited areas where community commercial, business park, light industrial, and heavy industrial uses interface with residential and park uses. Additionally, existing railroads and a mining haul road are within Desert Gateway. A collector or arterial roadway, or a minimum 100-foot-wide transition space, shall separate residential and related uses from business park, industrial uses, railroads, and the mining haul road.

4.5.2 Maintain harmonious relationships with nearby mining activities

Several aggregate mining and processing plants and related infrastructure are within the vicinity of Desert Gateway. The existing facilities incorporate modern technologies to comply with the requirements of applicable regulatory agencies. Changes or expansions to these facilities should take advantage of the natural terrain and conform to the most current regulations in effect. Compliance with applicable regulations and the use of the foothills as a buffer will ensure that potential land use conflicts are avoided.

4.5.3 Modifications to land use

Modifications to land use may be necessary due to final alignments and designs of future interchanges, streets, haul roads, and other similar reasons, as well as to ensure compatibility with surrounding land uses and facilities. Minor changes may be approved by the Development Director. If a change is major as determined by the Development Director, the change will be determined through project-specific development plan approvals and does not constitute an amendment to the Specific Plan (also see Policy 4.1.1).

Table 4.4 Land Use Table

P = Permitted; C = Conditional; N = Not Permitted

Land Uses	Land Use Categories																
	Residential					Commercial			Employment			Other			Parks		
	SF-E	SF-L	SF-M	MF-L	MF-M	MUTC	MUVC	CC	BP	LI	HI	TRANS	PU	INST	PK	OS	
RESIDENTIAL																	
Accessory dwelling units	P	P	C	N	N	N	N	N	N	N	N	N	N	N	N	N	
Cluster single family housing	N	N	N	P	P	N	N	N	N	N	N	N	N	N	N	N	
Age-qualified housing	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N	N	
Home occupations	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N	N	
Housing over ground floor office and retail	N	N	N	N	N	P	P	P	N	N	N	N	N	N	N	N	
Rowhouses	N	N	N	P	P	P*	P*	N	N	N	N	N	N	N	N	N	
Single family detached housing	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N	
Stacked flats	N	N	N	C	P	P*	P*	N	N	N	N	N	N	N	N	N	
Townhouses	N	N	P	P	P	P*	P*	N	N	N	N	N	N	N	N	N	
COMMERCIAL																	
Senior care housing	N	N	C	C	C	C	C	N	N	N	N	N	N	N	N	N	
Automobile fueling stations	N	N	N	N	N	N	C	C	N	C	C	N	N	N	N	N	
Automobile sales indoor	N	N	N	N	N	P	N	P	N	N	N	N	N	N	N	N	
Car rental facilities	N	N	N	N	N	C	N	N	N	N	N	C	N	N	N	N	
Off-site parking for passenger rail	N	N	N	N	N	C	N	N	N	N	N	N	N	N	N	'P' Utility Corridor Only	
Retail	N	N	N	N	N	P	P	P	C	C	N	N	N	N	N	N	
Corporate campus	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	
Drive-through facilities	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N	
Entertainment and theaters	N	N	N	N	N	C	C	C	N	N	N	N	N	N	C	N	
Lodging	N	N	N	N	N	P	P	C	N	N	N	N	N	N	N	N	
Medical office	N	N	N	N	N	N	C	C	P	N	N	N	N	N	N	N	

* Permitted only when combined with commercial component that is equivalent to what could otherwise be developed on the site without housing.

Table 4.4 Land Use Table

P = Permitted; C = Conditional; N = Not Permitted

Land Uses	Land Use Categories																	
	Residential					Commercial			Employment			Other			Parks		
	SF-E	SF-L	SF-M	MF-L	MF-M	MUTC	MUVC	CC	BP	LI	HI	TRANS	PU	INST	PK	OS
Office	N	N	N	N	N	P	P	C	P	C	N	N	N	N	N	N
Restaurants	N	N	N	N	N	P	P	P	C	C	N	N	N	N	N	N
Storage facilities	N	N	N	N	N	N	N	N	N	N	P	N	N	N	N	N
INDUSTRIAL																
Bulk outdoor storage of chemicals and fuels	N	N	N	N	N	N	N	N	N	C	C	P	N	N	N	N
Electrical sub-station	N	N	N	N	N	N	N	N	N	N	P	N	P	N	N	N
Manufacturing	N	N	N	N	N	N	N	N	P	P	P	N	N	N	N	N
Prototype manufacturing	N	N	N	N	N	N	N	N	P	P	P	N	N	N	N	N
Research and development	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N
Power generation facilities	N	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N
Recycling facilities	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N
Uses requiring major operating permits from outside agencies due to air quality emissions or hazardous materials	N	N	N	N	N	N	N	N	N	N	C	C	N	N	N	N
Logistics, warehousing and distribution as a principal use	N	N	N	N	N	N	N	N	C	P	P	P	N	N	N	N
Waste transfer and reclamation facilities	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N
ACCESSORY USES																
Compatible accessory uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
INSTITUTIONAL																
Medical center	N	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N

Table 4.4 Land Use Table

P = Permitted; C = Conditional; N = Not Permitted

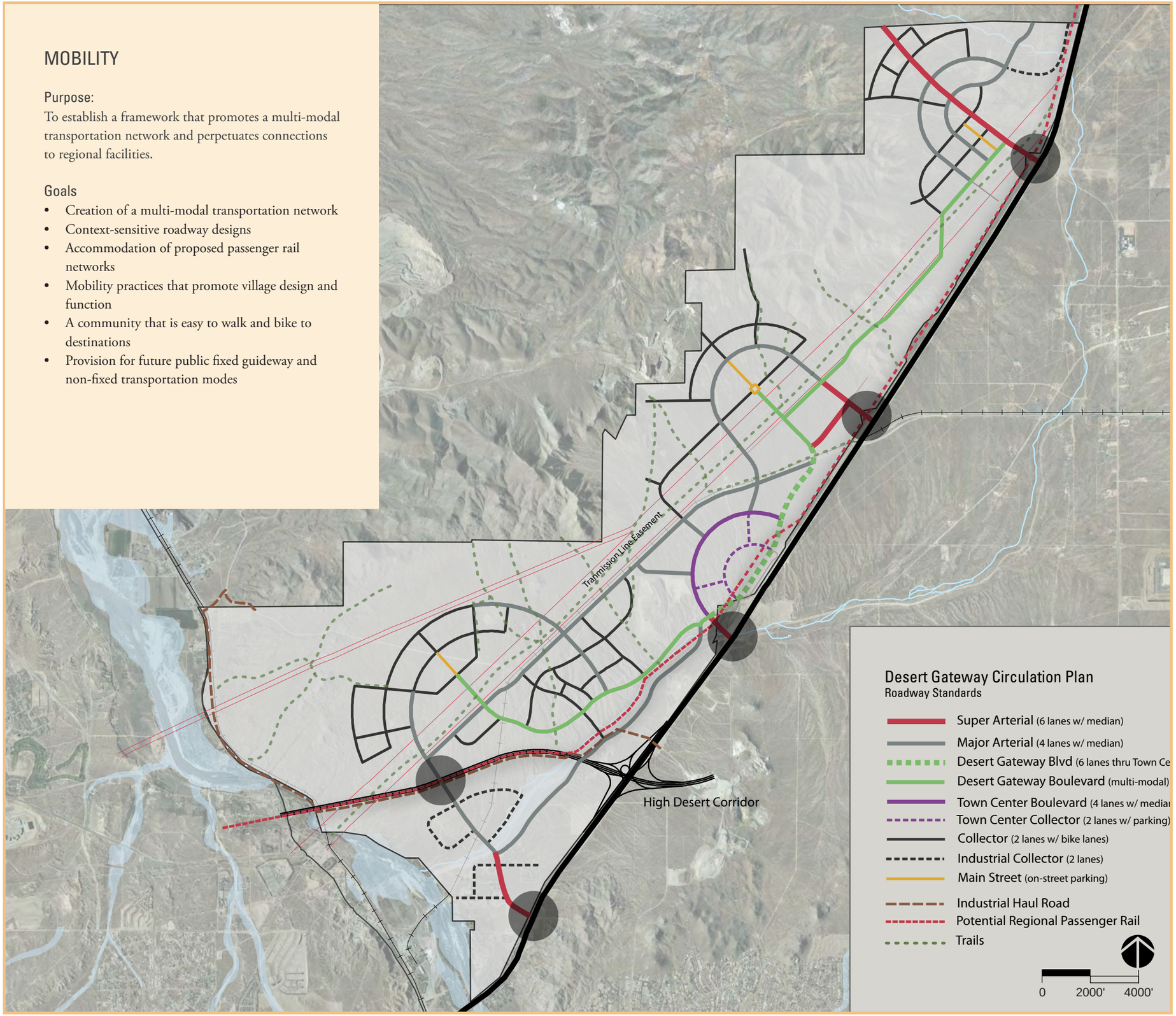
Land Uses	Land Use Categories																
	Residential							Employment				Other			Parks		
	SF-E	SF-L	SF-M	MF-L	MF-M	MUVC	CC	BP	LI	HI	TRANS	PU	INST	PK	OS
Public schools	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
FACILITIES															
Adult day care	N	N	N	N	N	P	N	N	N	N	N	N	P	N	N
Cultural facilities	N	N	N	N	N	P	C	N	N	N	N	N	P	N	N
Convention center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Interpretive centers	N	N	N	N	N	P	N	N	N	N	N	P	P	P	P
Landfill	N	N	N	N	N	N	N	N	N	N	N	P	N	N	N
Large and small family day care homes	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N
Civic facilities	N	N	N	N	N	C	N	N	N	N	N	P	P	N	N
Assembly	N	C	C	C	C	N	N	N	N	N	N	N	P	N	N
Academic private colleges	N	N	N	N	N	C	N	N	N	N	N	N	P	N	N
Private schools	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N
Public safety	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N
Recreation centers	N	N	N	N	N	C	N	N	N	N	N	N	P	P	N
TRANSPORTATION															
Freight railroad	N	N	N	N	N	N	N	N	N	N	P	N	N	N	N
Passenger railroad operations and maintenance facilities	N	N	N	N	N	N	N	N	N	N	P	N	N	N	N
Passenger train station	N	N	N	N	N	N	N	N	N	N	P	N	N	N	N
PARKS															
Neighborhood park	P	P	P	P	P	N	N	N	N	N	N	N	P	P	N
Community park	P	P	P	P	P	N	N	N	N	N	N	N	P	P	N
Golf courses	P	P	P	P	P	N	N	N	N	N	N	N	N	P	N
Passive park	P	P	P	P	P	P	N	N	N	N	N	N	N	N	P
Pocket park	P	P	P	P	P	P	N	P	C	N	N	N	P	P	C
Public plaza	N	N	N	N	N	P	N	P	N	N	N	N	P	P	N

MOBILITY

Purpose:
To establish a framework that promotes a multi-modal transportation network and perpetuates connections to regional facilities.

Goals

- Creation of a multi-modal transportation network
- Context-sensitive roadway designs
- Accommodation of proposed passenger rail networks
- Mobility practices that promote village design and function
- A community that is easy to walk and bike to destinations
- Provision for future public fixed guideway and non-fixed transportation modes



CHAPTER 5:
MOBILITY

INTRODUCTION

The Desert Gateway Specific Plan places connectivity and transit-oriented development at the heart of its vision. Efficient circulation, transportation options, and street design are essential for creating the compact communities that comprise the vision. The promotion of alternative transportation, including walking, biking, and public transportation are central objectives.

The structure principles are:

- A grand boulevard with a dedicated transitway linking together all mixed use centers
- A roadway hierarchy that is appropriately designed to complement different land uses
- A high level of connectivity
- A substantial off-street trail network

5.1 OBJECTIVE: Make transit a central element of the mobility plan

Multi-modal transportation is a major theme of the planning strategy for Desert Gateway. Transit ridership is supported by higher density and intensity village centers. Urban design policies encourage transit-oriented development in all of Desert Gateway, linked by a future transit system operating in a dedicated transitway.

Multi-modal refers to a transportation system that relies on several different mobility types to move people and goods. Desert Gateway provides for four principal modes:

- Transit
- Bicycles
- Pedestrians
- Automobiles

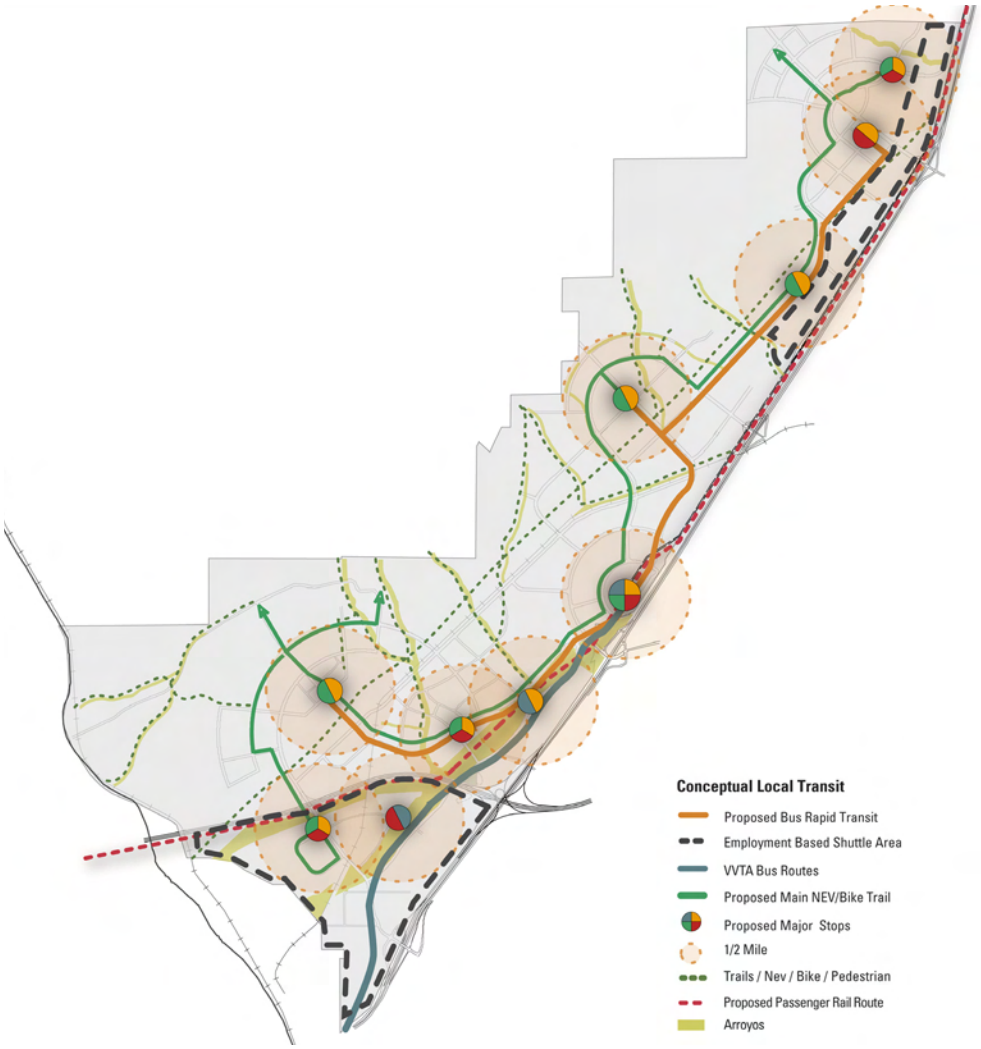


Figure 5.2 Transit plan

POLICIES:

5.1.1 Provide a dedicated rapid transit route

A dedicated transit route shall be provided to link village centers together when supported by ridership. Transit stops will be well-planned and frequent service provided to encourage use of transit as the preferred mode of transportation for visitors and residents alike.

Figure 5.3 Accommodating bus stops in pull-outs.

Potential Transportation Demand Management Programs for Desert Gateway:

- Neighborhood electric vehicles
- Employee shuttles
- Tourist shuttles using remote parking lots
- Carpool initiatives
- Bus Rapid Transit system
- Carsharing/short-term car rentals

5.1.2 Extend Victor Valley Transit Authority bus service to connect Desert Gateway to key local activity centers

The Victor Valley Transit Authority should extend local bus service into Desert Gateway, using a transit hub near the Mixed Use Town Center to link to the transitway for Desert Gateway. The Victor Valley Transit Authority should prioritize links into the City of Victorville and to Southern California Logistics Airport.

5.1.3 Consider transportation demand management programs

Transportation demand management programs are encouraged to reduce automobile trips and reduce parking demand. A program and potential fees may be used as the basis for mitigating transportation or parking requirements.

5.2 OBJECTIVE: Develop an interconnected circulation network

An interconnected roadway and trails network provides multiple options to reach destinations. This can reduce the burden on any single roadway and humanize the network, with smaller roadway sizes. A highly interconnected circulation network is crucial to maximize the efficiency of the mobility system.

POLICIES:

5.2.1 Provide an interconnected street system

A highly connected street system shall be developed, ultimately connecting with the circulation element roadways. Residential areas, Mixed Use Village Centers, and the Mixed Use Town Center shall have short, highly connected blocks to facilitate walking and bicycling. Roadways in commercial and industrial areas shall create block sizes that facilitate economic development and access.

Cul-de-sacs and looping streets that diminish the connectedness of the street network are discouraged. Cul-de-sacs are appropriate to serve as access points to the open space system.

Figure 5.5 is the roadway circulation element for Desert Gateway, which depicts general alignments. These roadways are required to support community and regional traffic.

Exceptions to this policy are allowed due to topography constraints, freeways, expressways, railroads, sensitive natural or cultural resources, and major utility easements. All areas within Desert Gateway shall have two points of access for emergency services.

5.2.2 Provide adequate intersection capacity

Additional rights-of-way shall be provided at intersections and interchanges when required based on a City-approved traffic study.

5.2.3 Plan for connections to future growth areas

The roadway network shall be designed to provide extensions to future growth areas. The number of connections and alignments should minimize costs of crossing significant hills, freeways, expressways, and railroads.

5.2.4 Multi-modal emphasis

Transit, vehicular, bicycle, and pedestrian modes are equal in importance to facilitate connectivity.

Figure 5.4 Circulation in Mixed Use Town Center

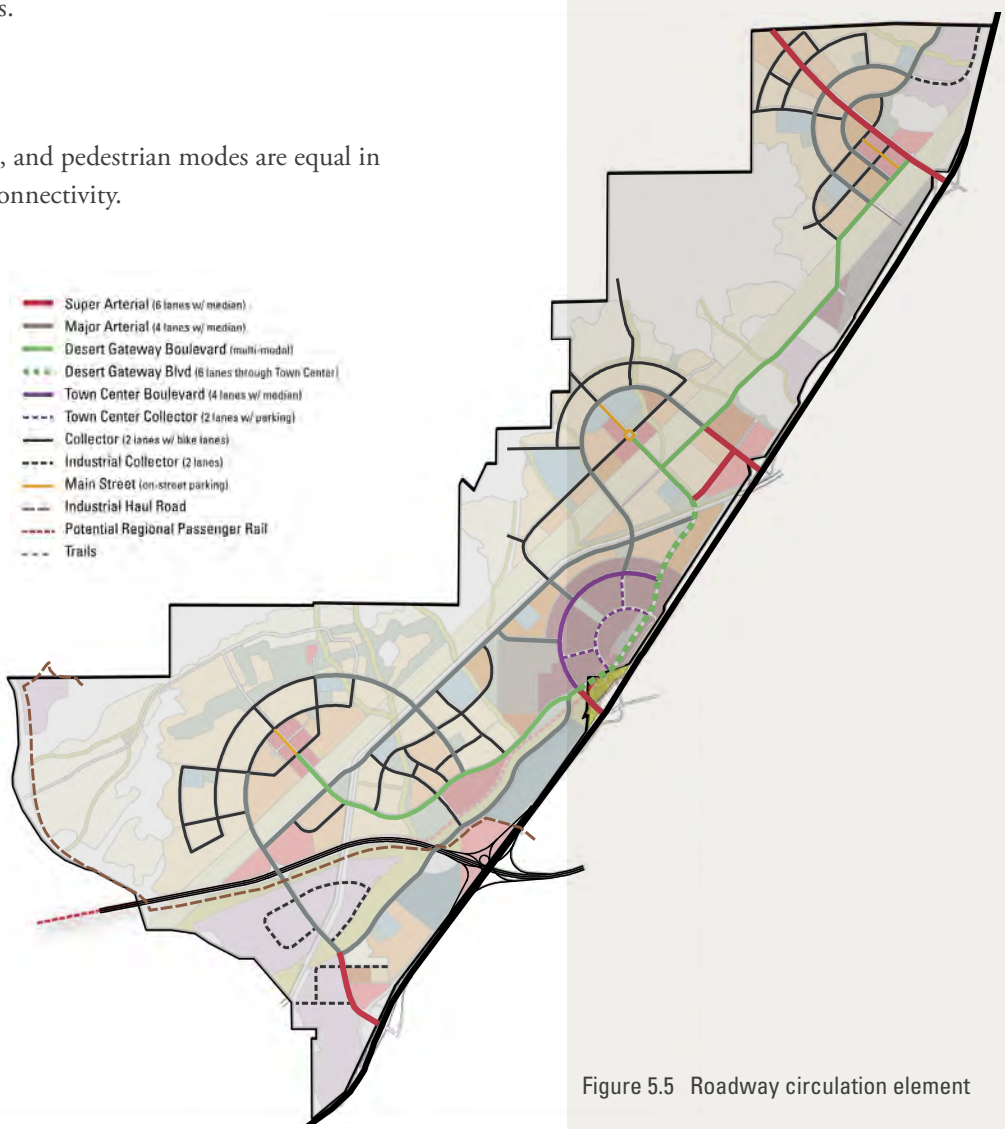


Figure 5.5 Roadway circulation element

5.3 OBJECTIVE:
Provide a hierarchy of streets that respect different urban environments

A hierarchy of roadway cross-sections based equally on functional needs and context-sensitive conditions is vital to ensure that the roadway network advances the guiding principles, goals, and objectives for Desert Gateway. The network must also provide for pedestrian, bicyclist, and transit needs. Roadway design is important to reinforce the street as a key element of the public realm. The following policies establish the required roadway classifications and cross-sections for Desert Gateway.

POLICIES:

5.3.1 Super arterial roadways serve regional traffic

Super arterial roadways will connect Desert Gateway and surrounding areas of Victorville to the regional transportation system. Access will, therefore, be limited. This roadway cross-section is provided in Figure 5.6.

Signalized intersections may be provided at half-mile intervals or greater. Only public streets may intersect with super-arterial roadways.

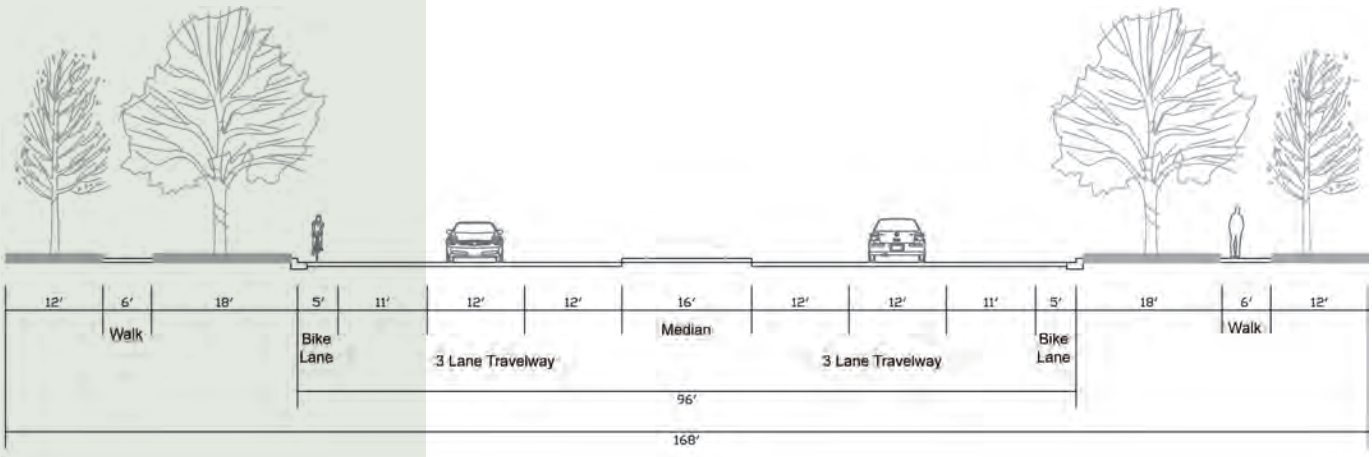


Figure 5.6 Super arterial cross-section

5.3.2 Major arterial roadways link community districts

Major arterial roadways connect super arterials with community districts and link community districts together, when warranted by projected traffic demand. This roadway cross-section is provided in Figure 5.7.

Signalized intersections may be provided at quarter-mile intervals or greater. Public streets and private, non-residential driveways may intersect with major arterial roadways at 300-foot and greater intervals.

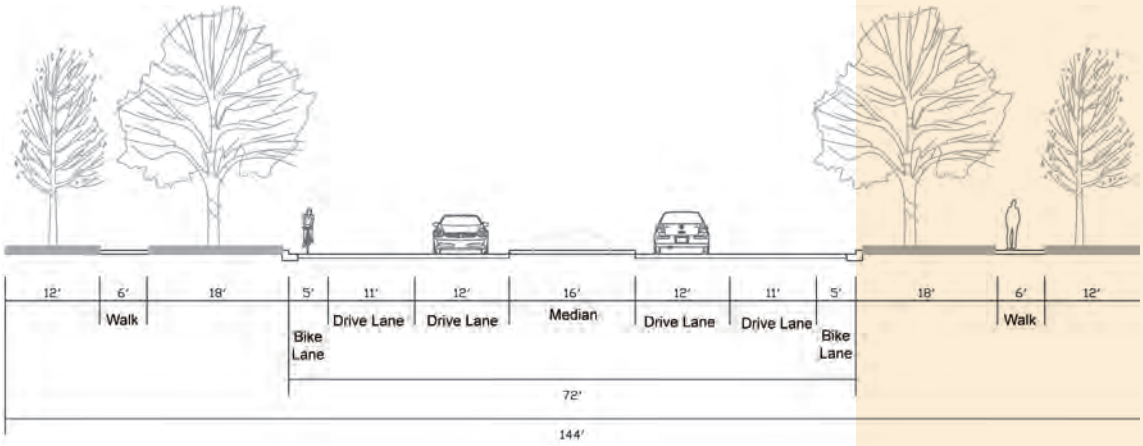


Figure 5.7 Major arterial cross-section

5.3.3 A multi-modal boulevard to link villages together

A multi-modal boulevard will link together all villages within Desert Gateway. The boulevard will provide a dedicated transitway for use by a rapid transit system. Full movement intersections may be provided every 600 feet. This roadway cross-section is provided in Figure 5.8.

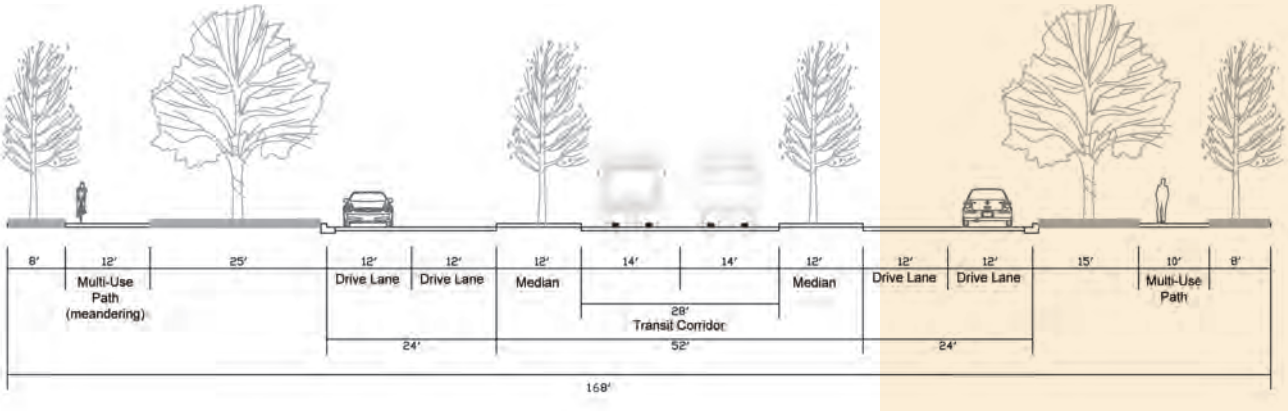


Figure 5.8 Desert Gateway Boulevard

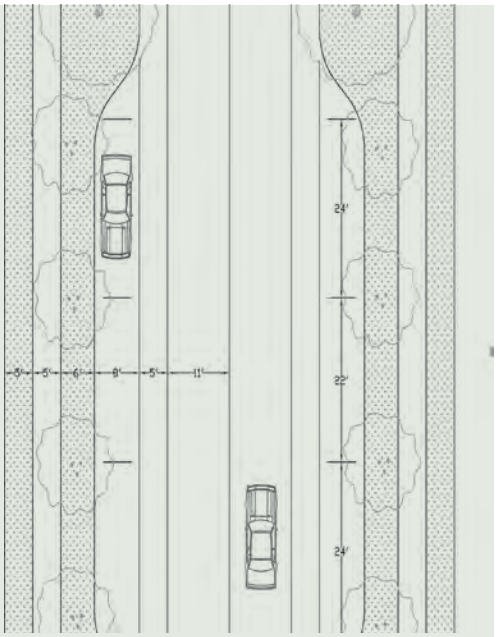


Figure 5.9 Plan view of residential collector with pull-out parking

5.3.4 Collector roadways connect with neighborhoods, commercial areas, and employment centers

Residential collector roadways are designed for slower speeds since these streets connect to neighborhoods. Driveway access for single family residential housing on collector streets is not permitted. Cross-sections and a plan view for residential collectors are provided in Figures 5.9, 5.10, and 5.12.

Collector roadways are also designed to promote access to and within non-residential areas. This roadway cross-section is provided in Figure 5.11. This cross-section may also be used for residential areas where a median and no parking are desired.

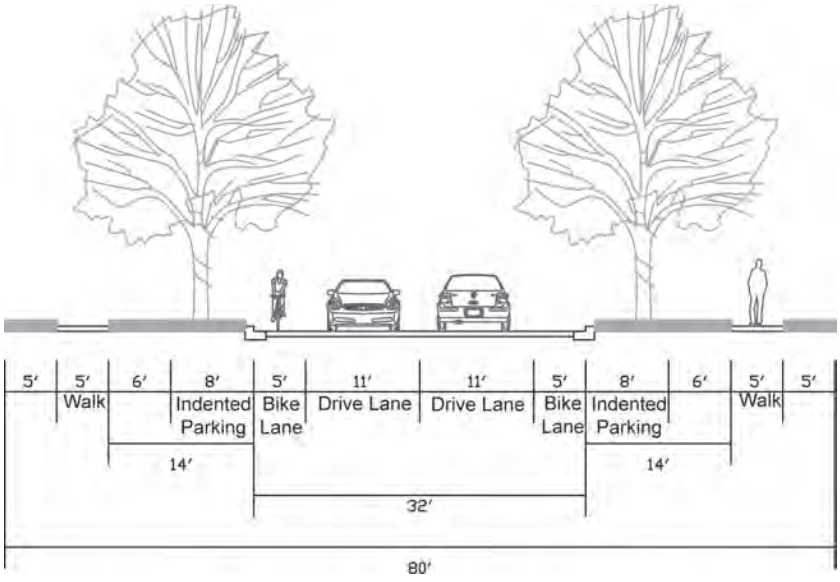


Figure 5.10 Residential collector cross-sections with median and pull-out parking

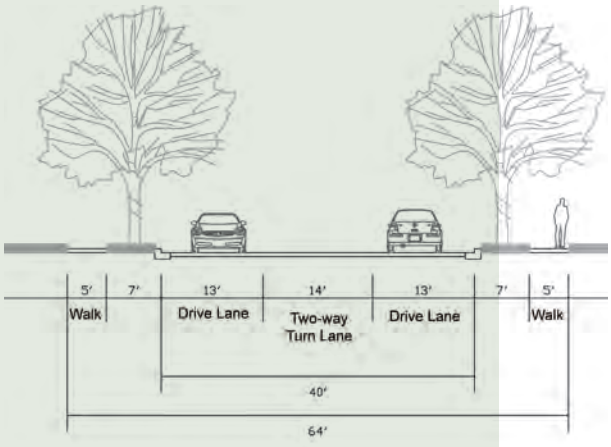


Figure 5.11 Nonresidential collector cross-section

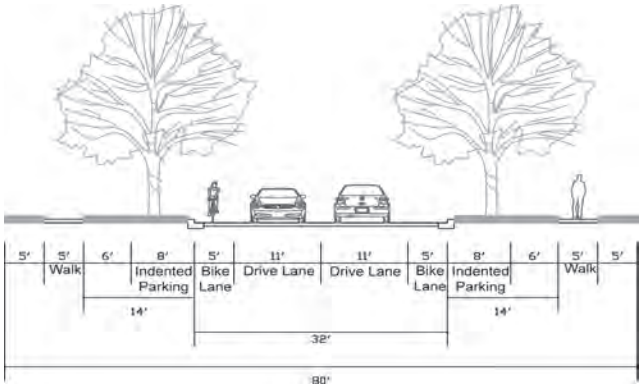


Figure 5.12 Residential collector cross-section with pull-out parking

5.3.5 Mixed Use Town Center boulevards

Major boulevards create key connections from the Mixed Use Town Center to surrounding areas in Desert Gateway. This roadway cross-section is provided in Figure 5.13.

Traffic calming features are strongly encouraged in the mixed-use core where pedestrian traffic and bicycles take precedence. Pull-out parking and intersection neck-downs are encouraged.

Sidewalks shall be generous in width and designed to incorporate landscaping such as trees and planting, and park benches, lamp posts, and other furniture.

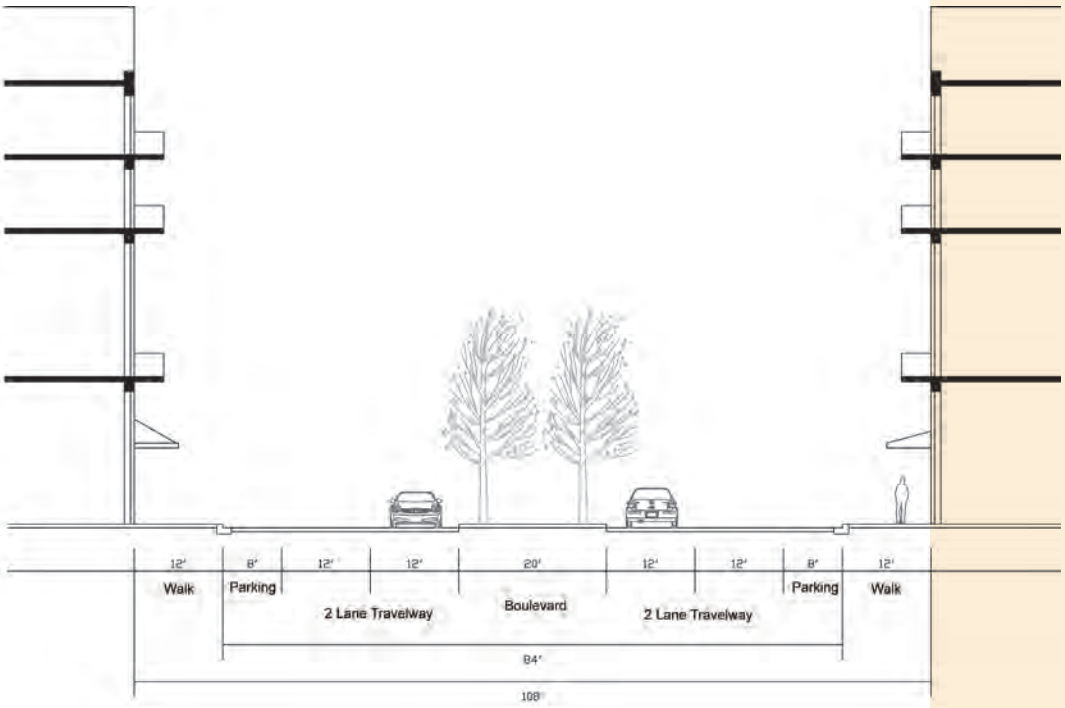


Figure 5.13 Mixed Use Town Center boulevard

5.3.6 Mixed Use Town Center connector roadways

Connector roadways in the Mixed Use Town Center continue the pattern of wide, urban sidewalks but reduce the street width to reflect the lower volume of traffic, and allow for significant use of on-street parking. This roadway cross-section is provided in Figure 5.14.

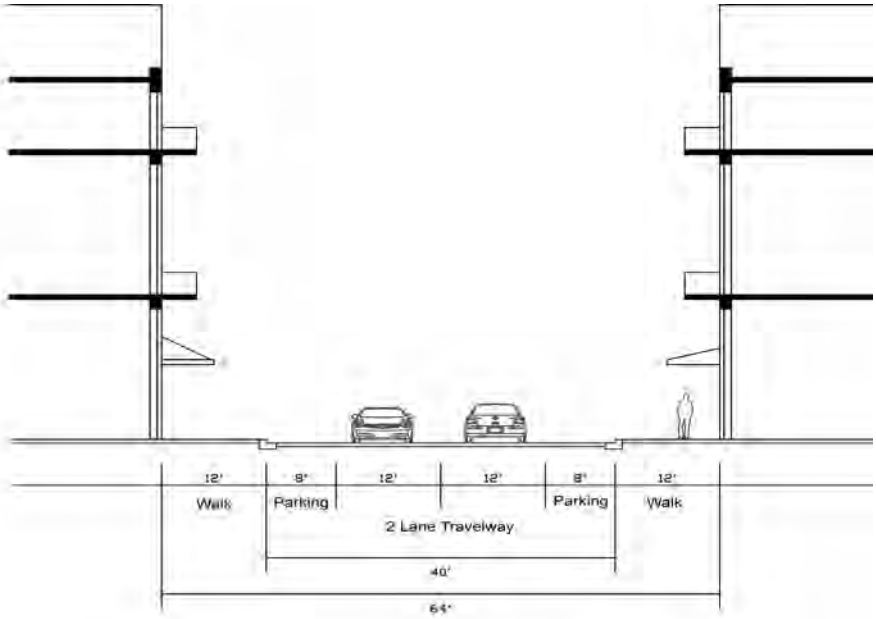


Figure 5.14 Mixed Use Town Center connector roadway cross-section

5.3.7 Mixed Use Village Main Streets

Main streets within villages are designed for significant pedestrian uses and on-street parking. Emphasis is placed on enhancing the public realm. These roadway cross-sections are provided in Figures 5.15 and 5.16.

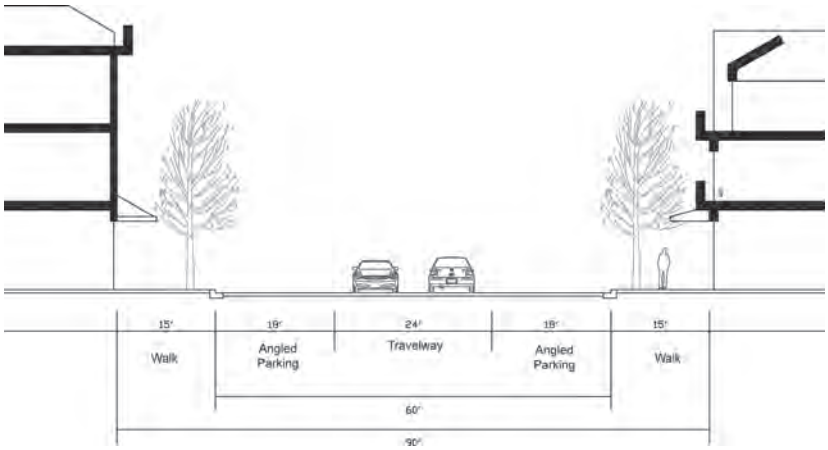


Figure 5.15 Main street

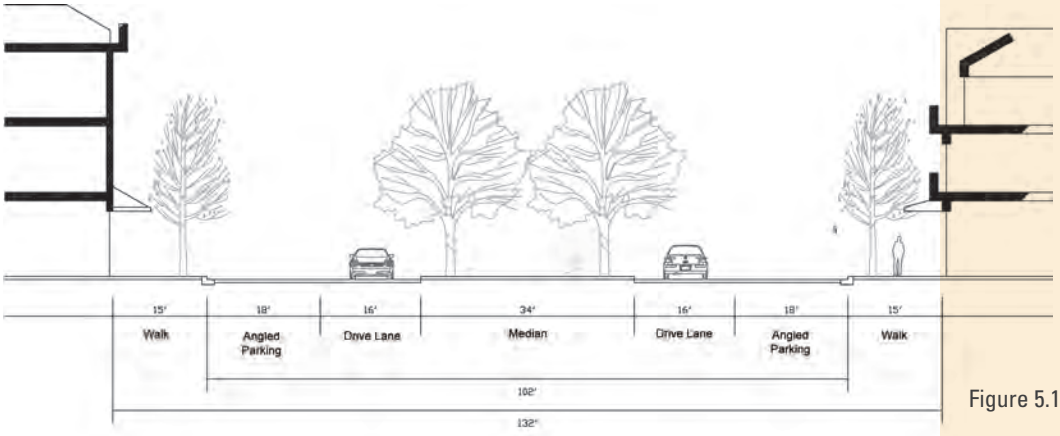


Figure 5.16 Main Street with median

5.3.8 Local roadways link properties to the transportation network

Local roadways form the internal networks within the neighborhoods and non-residential areas. These streets will be low-speed and facilitate access to property.

Local roadway cross-sections for residential uses are provided in Figures 5.17 and 5.18. The cross-section in Figure 5.17 shall be reduced to a 32-foot curb-to-curb width when average daily trips are 700 or less.

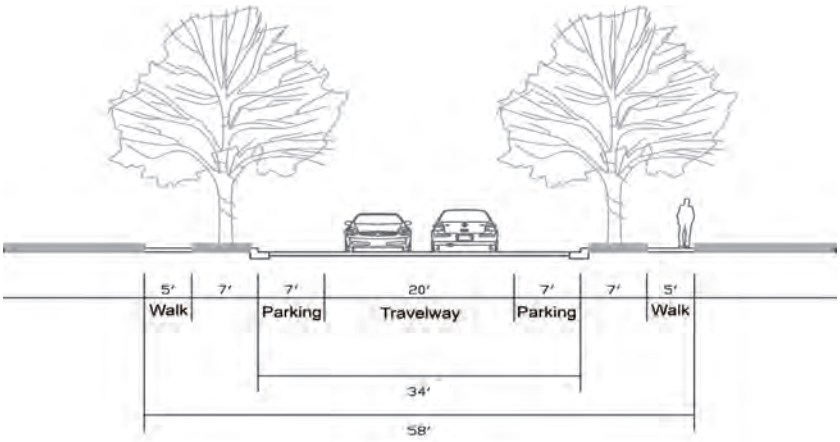


Figure 5.17 Local residential

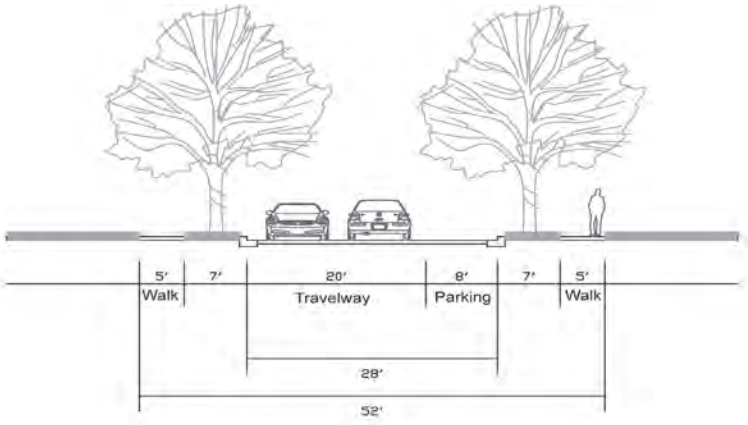


Figure 5.18 Local Residential street section with a single parking lane

The local roadway cross-section for nonresidential areas is provided in Figure 5.19.

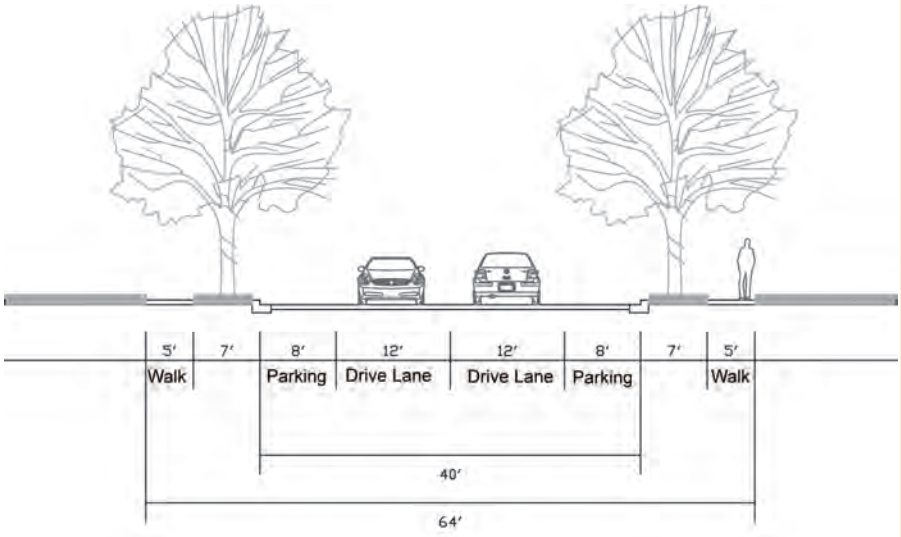


Figure 5.19 Nonresidential local roadway cross-section

5.3.9 Rural roadway

A rural roadway cross-section, depicted in Figure 5.20, may be used in the Single Family - Estate land use designation. Lot sizes served by the roadway shall be a minimum of 0.5 acre.

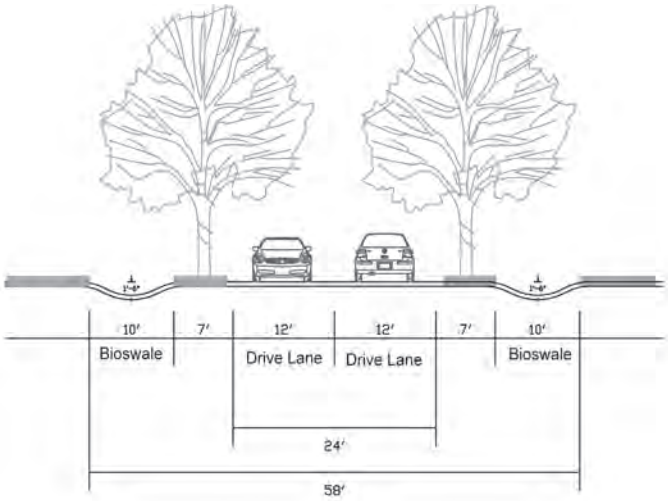


Figure 5.20 Rural roadway cross-section (left)

5.3.10 Alley

An alley cross-section, depicted in Figure 5.21, may be used in residential and mixed use areas.

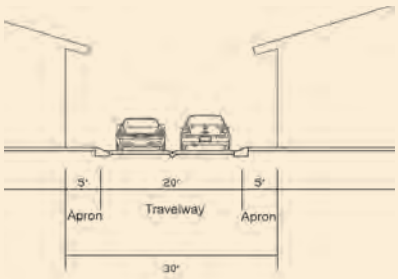


Figure 5.21 Alley cross-section (above)

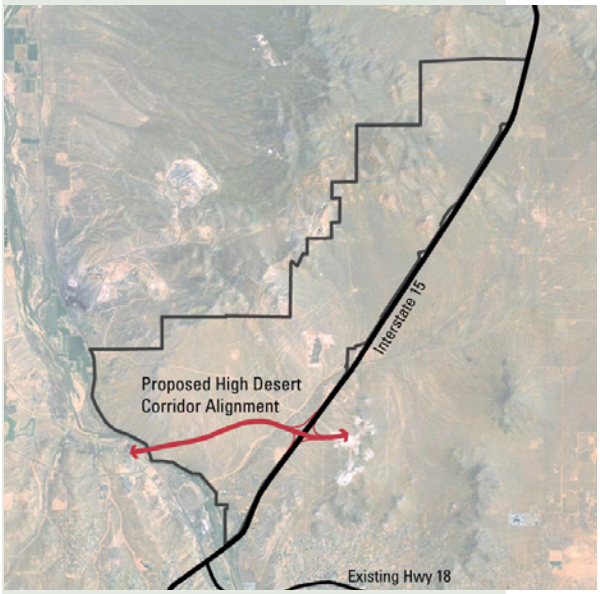


Figure 5.22 Location of I-15 and proposed High Desert Corridor

5.4 OBJECTIVE: Link to the surrounding region and employment centers via area transit, freeways, and expressways

Desert Gateway is located along I-15, which links Southern California to Las Vegas and national markets, and the future High Desert Corridor. The east-west High Desert Corridor will link the Victor and Antelope Valleys directly to I-15. Furthermore, the High Desert Corridor will link Southern California Logistics Airport with I-15, to provide a direct truck route to the Ports of Los Angeles and Long Beach. These transportation corridors contribute to the success of the vision for Desert Gateway. The completion of the High Desert Corridor will enhance regional access.

POLICIES:

5.4.1 Support the High Desert Corridor as a means to more efficiently connect I-15 to the Southern California Logistics Airport and the Ports of Los Angeles and Long Beach

Adequate rights-of-way shall be reserved for the proposed High Desert Corridor upon selection of a final alignment.

5.4.2 Maintain I-15 as key national transportation corridor

Adequate rights-of-way shall be reserved for future of expansion of I-15, pursuant to adopted regional transportation plans.

5.5 OBJECTIVE: Include a system of bicycle and pedestrian pathways

On-street bicycle lanes are important to facilitate bicycle use as an alternative mode of transportation. Off-street trails provide recreation opportunities for pedestrians and bicycles and link neighborhoods to key parks and school sites. Additional trails and connections will be made by individual development projects.

Desert Gateway includes on-street bicycle lanes on appropriate roadway classifications and a backbone trail network. Much of the network integrates trails and pathways with existing drainage corridors. Trails through these natural areas are important mobility links, with access balanced with natural resources.

POLICIES:

5.5.1 Plan for bicycles and pedestrians

All roadways, except the rural roadway, shall provide sidewalks on both sides, separated from the curb and travel lanes by either a landscaped parkway or hardscape parkway.

Bicycle lanes must be provided for all roadway cross-sections that depict bicycle lanes. Automobile turn-lane pockets shall be separately striped from bicycle lanes.

All backbone trails depicted in Figure 5.23 shall be usable by bicycles on either paved or unpaved trail surfaces. Trails shall be a minimum of 8 feet wide with fully improved hard or soft surfaces.

All commercial, village, and employment centers and public facilities shall include bicycle parking. One bicycle parking space shall be provided for every 15 automobile parking spaces, up to 20 bicycle parking spaces.

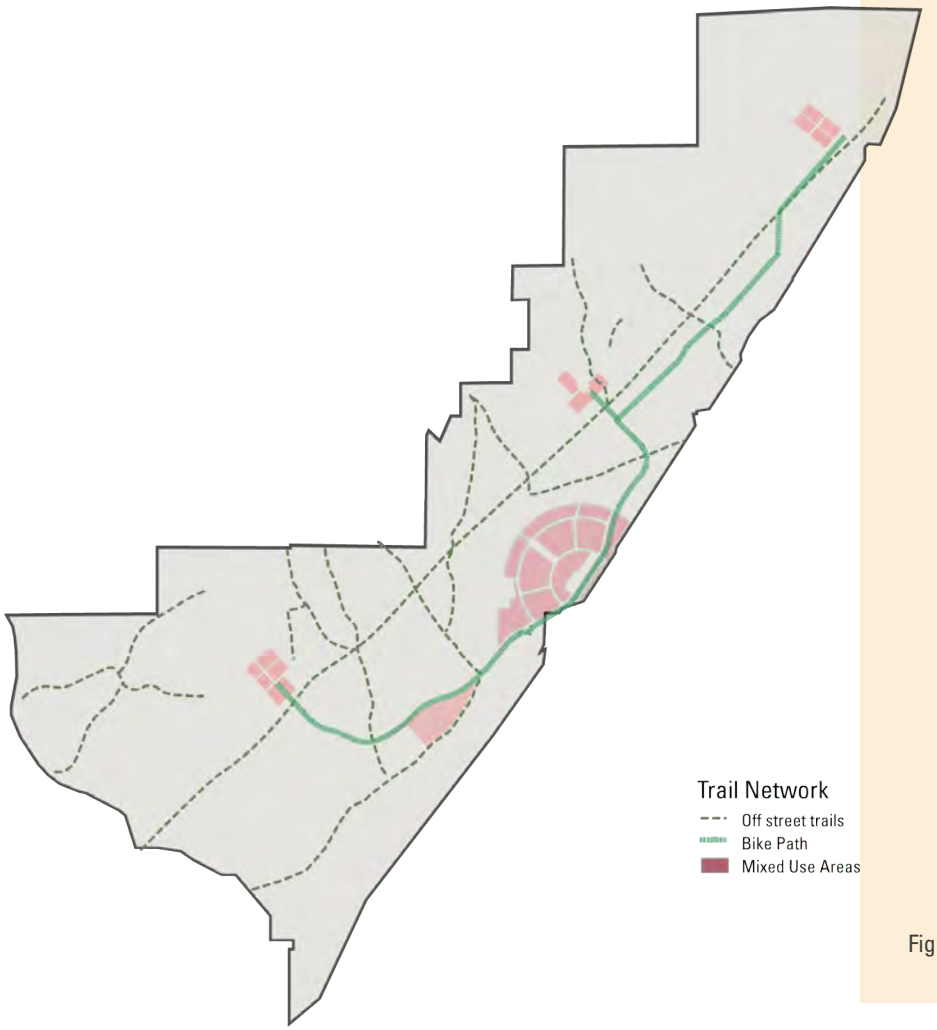


Figure 5.23 Backbone trails network

5.5.2 Provide a complete off-street trail network

The backbone trail network depicted in Figure 5.23 is an integral component of the mobility plan for Desert Gateway. Funding for the backbone trail system shall be included in the public facilities financing plan and prioritized commensurate with roadway improvements in the phasing plan. Links to the backbone trail system are the responsibility of individual project developers.

Parks and schools will be connected to the backbone trail system, where appropriate or feasible, in consideration of the location of the nearest backbone trail link.

Grade-separated trail crossings of super arterial roadways shall be provided. Drainage culverts shall be designed to provide additional grade-separate crossings of roadways where trails follow drainage channels.

5.6 OBJECTIVE: Plan for passenger rail service to link together Victorville, Southern and Northern California, and Las Vegas

Long-term growth forecasted for California will continue to strain freeway and airport facilities. Passenger rail service may be an alternative to automobile or air travel for trips within California and nearby Las Vegas.

The California High Speed Rail Authority is studying rail service between San Francisco, Los Angeles, and San Diego, via the Central Valley. Additionally, the existing Metrolink commuter rail service could be extended to Victorville.

Ten million people travel by car or bus each year between Southern California and Las Vegas. As the only roadway directly linking Southern California to Las Vegas, I-15 has rapidly evolved into a time-consuming, stressful, and often congested travel experience. This demand could be met by a separate project, the DesertXpress high-speed rail line. The Desert Gateway Specific Plan allows for the potential DesertXpress high-speed passenger rail project.

POLICIES:

5.6.1 Plan for the DesertXpress high-speed passenger rail project

The City supports the proposed DesertXpress high-speed passenger rail project to link Southern California with Las Vegas via Victorville, and a future extension or connection beyond to the south and west. This Specific Plan must plan for the DesertXpress, but it is not a required element. An approximate, generalized alignment; three potential station sites; and support facility locations are depicted in this Specific Plan. Land shall be reserved for the final, preferred locations of these facilities. The potential train station sites are located adjacent to I-15. The maintenance facility is located in the northern area of Desert Gateway because it must be separate from the station and located next to the rail alignment.

An Environmental Impact Statement (EIS) is being prepared pursuant to the National Environmental Policy Act (NEPA) to analyze potential environmental consequences of the high-speed passenger rail project (Draft EIS dated March 2009). The actual alignment and location of a train station and maintenance facility will be identified in the Final EIS and certified by the lead federal and cooperating agencies (the Federal Railroad Administration, Surface Transportation Board, Bureau of Land Management, Federal Highway Administration, and National

Figure 5.24 Proposed DesertXpress route

Figure 5.25 Existing and future passenger rail network

Park Service) through Records of Decision at the conclusion of the environmental review process for the high-speed rail project. This decision is expected to occur in 2010. The train station sites that are not selected will continue to be planned with compatible surrounding uses (mixed use, and/or business and commercial uses).

5.6.2 Plan for a potential extension of passenger rail service

Rail alignment corridors shall be reserved to accommodate Metrolink service extension either from the south through Cajon Pass or the west. A westward corridor shall also be reserved to accommodate a potential connection between the California High Speed Rail Project and DesertXpress in the vicinity of Palmdale.

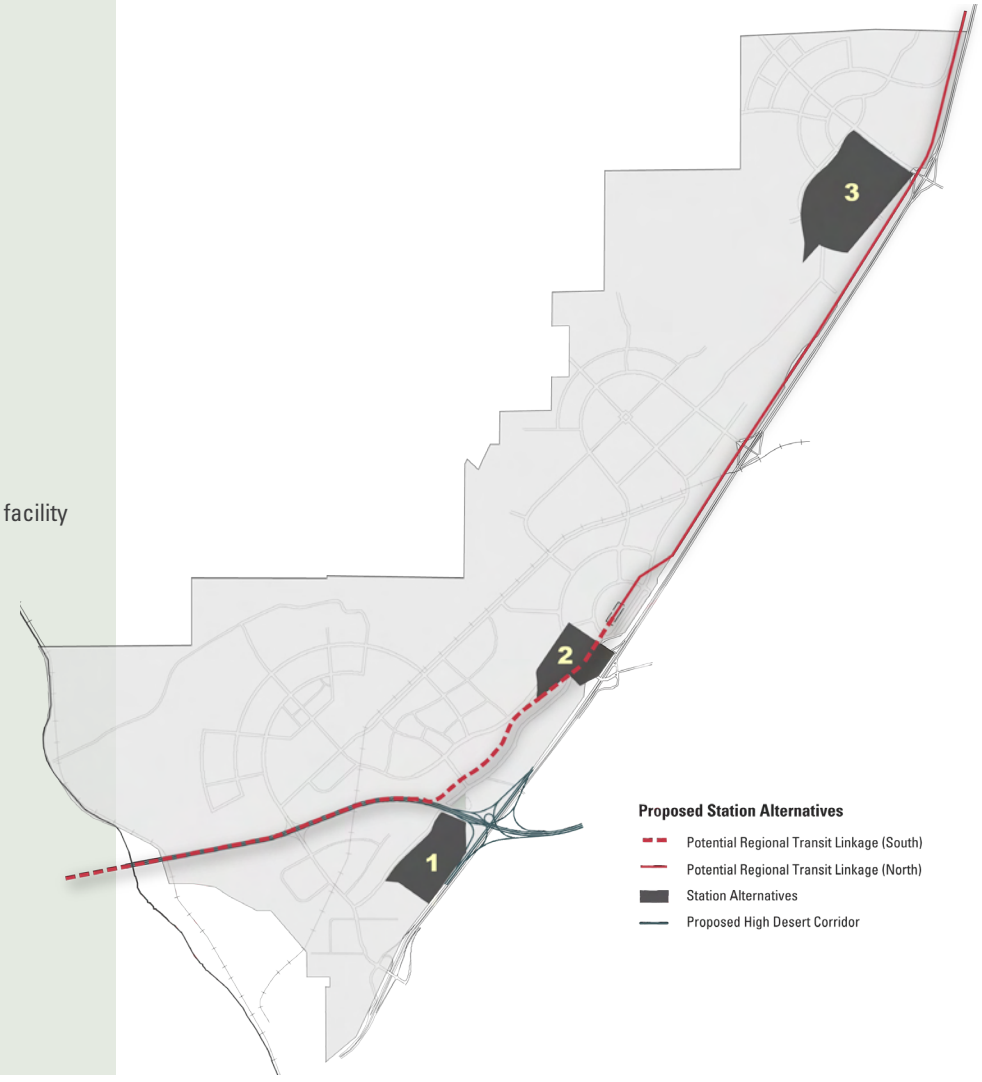


Figure 5.26 Alternative train station facility locations

5.6.3 Maintain options for a major multi-modal passenger station

In addition to the DesertXpress rail station in the Mixed Use Town Center, a site shall be reserved for a potential multi-modal passenger transit facility to be accessed by future passenger rail and bus services.

5.7 OBJECTIVE: Plan for efficient, clean goods movement

Victorville is strategically located along key goods movement corridors serving international trade and port activity, as well as for goods produced in Southern California. Within 100 miles of Victorville are the Ports of Los Angeles and Long Beach. Within 150 miles is the Port of San Diego. Key distribution facilities are located within the Inland Empire. The Otay Mesa Port of Entry at the United States/Mexico border adjacent to the City of San Diego is the principal international commercial land crossing in California, located about 170 miles from Victorville. Significant quantities of raw materials are shipped to manufacturing facilities in Tijuana, Mexico, via Southern California ports and distribution facilities. A large portion of high-value, finished goods from these manufacturing facilities are then shipped to Inland Empire distribution centers and to continental markets using I-15 and long haul rail.

Figure 5.27 Regional context of goods movement system

Victorville has a competitive advantage because of its location along these goods movement corridors, the presence of Southern California Logistics Airport, and the availability of low-cost land. Further, the High Desert Corridor will link to I-15 within Desert Gateway. While Southern California Logistics Airport will be the principal logistics facility in the City of Victorville, Desert Gateway will benefit from logistics services that will need to be located directly adjacent to I-15 and the High Desert Corridor. Therefore, it is important to plan for goods movement in the Desert Gateway Specific Plan.

POLICIES:

5.7.1 Plan for land uses that support goods movement

Land use designations that allow for logistics uses shall be provided in appropriate areas adjacent to I-15 and the High Desert Corridor.

Land uses that support goods movement shall be located in areas where truck traffic circulation can be accommodated with minimal intrusion on residential and related uses. The High Desert Corridor will serve as the principal link between logistics uses within Desert Gateway and Southern California Logistics Airport.

5.7.2 Support an intermodal facility at Southern California Logistics Airport served by a new a rail spur

An intermodal facility is planned at Southern California Logistics Airport, served by a new rail spur from the BNSF mainline. The intermodal facility is also an important component of economic development in Desert Gateway.

5.8 OBJECTIVE: Provide parking that is available, accessible, and flexible

Generally, parking requirements will be based on the City of Victorville Municipal Code. Desert Gateway includes significant mixed use centers that warrant reduced parking requirements. Mixed use, transit, the DesertXpress, and the multi-modal network allow for sharing of parking resources and a reduction in parking requirements. Additionally, urban design and place-making are important factors that must be considered when determining parking requirements.

POLICIES:

5.8.1 On-street parking

On-street parking spaces will count toward meeting the parking requirement when the spaces are on a street within or fronting the project property and the street conforms to a roadway cross-section approved for Desert Gateway.

5.8.2 Shared parking facilities

Uses with different periods of peak parking demand will reduce the required number of parking spaces. A parking study acceptable to the City is required to demonstrate the parking demand of all uses.

Land Uses	Weekday			Weekend	
	Night Midnight to 7:00 a.m. (percent)	Day 7:00 a.m. to 5:00 p.m. (percent)	Evening 5:00 p.m. to Midnight (percent)	Day 6:00 a.m. to 6:00 p.m. (percent)	Evening 6:00 p.m. to Midnight (percent)
Residential	100	60	90	80	90
Office/industrial	5	100	10	10	5
Commercial/retail	5	80	90	100	70
Hotel	70	70	100	70	100
Restaurant	10	50	100	50	100
Entertainment/Recreation	10	40	100	80	100
All other uses, unless a parking study approved by City demonstrates otherwise	100	100	100	100	100

Table 5.1 indicates peak parking demand for different land use types. Parking can be shared efficiently by land uses with different peaks

5.8.3 Parking improvement district

Parking improvement districts may be established within areas designated Mixed Use Town Center and Mixed Use Village Center to fund shared parking facilities. Shared parking facilities can be an alternative to all or part of required individual parking facilities.

5.8.4 Valet parking

Valet parking will reduce the amount of required parking spaces to be provided because cars can be parked in tandem. The amount of the reduction shall be based on a parking study acceptable to the City.

5.8.5 Tandem parking for residential uses

A maximum of two parking spaces in tandem will count toward the required parking for residential uses, provided the parking is within an enclosed garage or parking structure. Tandem parking spaces shall be a minimum of 12 feet wide by 36 feet long. Additional, separate indoor storage must be included to ensure that the vehicle parking spaces are maintained as such.

5.8.6 Parking facilities for the potential DesertXpress train station

In the early stages of development, surface parking lots are expected until the need and land values warrant some structured parking. Further, building the DesertXpress train station is a priority, should the project be built.

In the initial phase, the train station will be supported by surface parking for mid- to long-term usage. The parking will mainly be dedicated to the train station. It will also service some of the key anchor tenants of the adjoining uses. Phase 1 parking for the remainder of the development will also be surface parking.

At buildout, the station will require higher numbers of dedicated parking for mid-term, long-term, and valet parking. The surface parking will be supplemented with structured and/or underground parking with appropriate areas for train station and commercial/retail parking.

5.9 OBJECTIVE: Work with the nearby surface mining and processing facilities to provide access

Existing surface mining and processing facilities are located near the Plan area as shown in Figure 5.28. A haul road linking these facilities traverses the Plan area.

POLICY:

5.9.1 Comply with state law and identify access to nearby mining and processing facilities if requested

Segments of the existing alignment of the haul road serving nearby surface mining and processing facilities will be abandoned by the Desert Gateway Specific Plan. Segments of the existing haul road shall be relocated as depicted in Figure 5.28, provided that the haul road remains necessary to serve nearby mining and processing facilities and an alternative is not available.

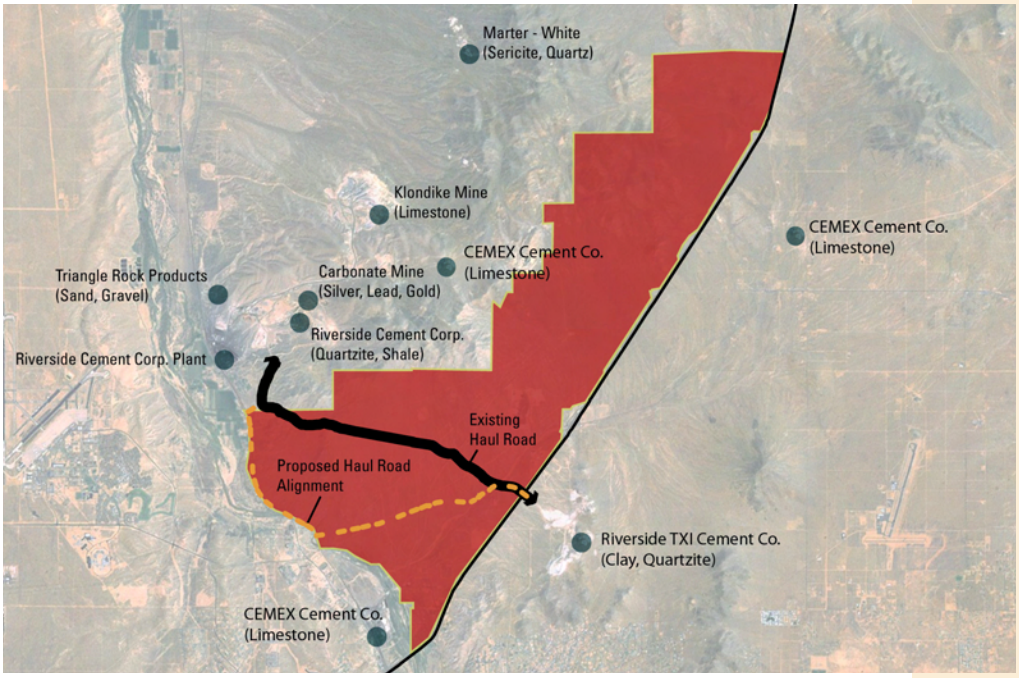


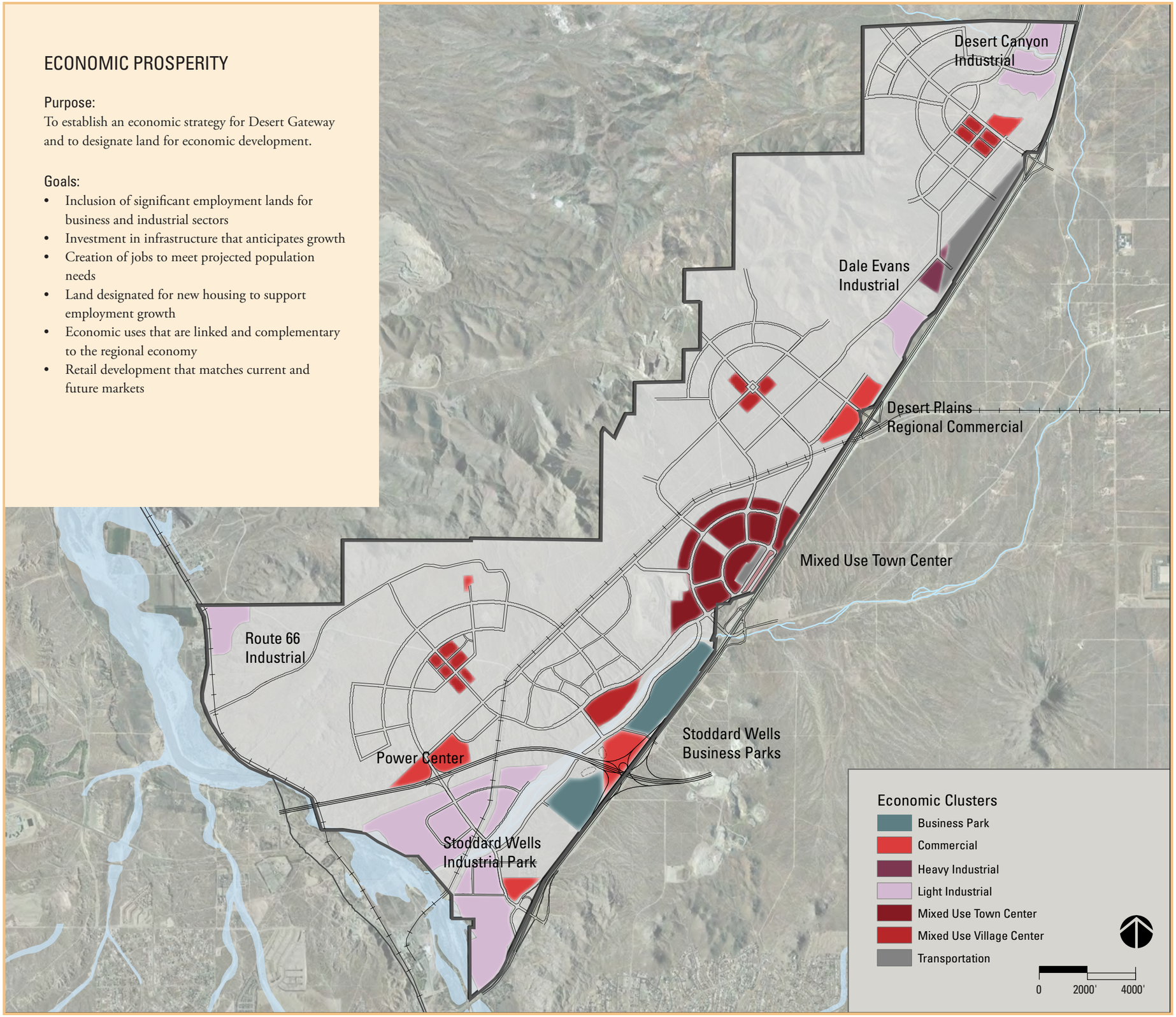
Figure 5.28 Relocation of surface mining haul road

ECONOMIC PROSPERITY

Purpose:
To establish an economic strategy for Desert Gateway and to designate land for economic development.

Goals:

- Inclusion of significant employment lands for business and industrial sectors
- Investment in infrastructure that anticipates growth
- Creation of jobs to meet projected population needs
- Land designated for new housing to support employment growth
- Economic uses that are linked and complementary to the regional economy
- Retail development that matches current and future markets



CHAPTER 6:
ECONOMIC PROSPERITY

INTRODUCTION

Southern California is projected to grow significantly and the High Desert will receive an increasing share of that growth because of the availability of land. This Specific Plan is intended to maximize the benefits of region-wide growth in a manner that will solidify the City of Victorville as the economic and cultural center of the High Desert. Proposed highway improvements and passenger rail connections further support a regional economic center in Victorville. Major transportation facilities, such as I-15, the Burlington Northern Santa Fe Railway connections to the Ports of Los Angeles and Long Beach, and Southern California Logistics Airport place Victorville at a competitive advantage.

The structure principles are:

- An urban, Mixed Use Town Center located at the junction of the two major highways serving the High Desert, functioning as the downtown for the High Desert
- Commercial areas located near major highways to serve the regional market
- Industrial and business parks located near highways for commuter and goods movement access
- Small-scale retail located in village centers to serve the local market

6.1 OBJECTIVE: Further an Economic Development Strategy for the City of Victorville and High Desert Region

The economic development strategy for Desert Gateway leverages strengths and opportunities presented by the Southern California Logistics Airport, availability of relatively low-cost land near the Los Angeles – San Bernardino area, its location proximate to goods movement corridors, and its central location in the growing High Desert region. Moreover, being located within a redevelopment area makes available financing tools to accelerate infrastructure improvements. This will allow infrastructure improvements to lead, not follow, development, serving as a catalyst to consolidate the competitive strengths available to the City of Victorville in this Specific Plan, putting in place what is needed for the City of Victorville to transform its economy.

Trade with Asia will continue to grow substantially, while the availability of land for logistics facilities in the Los Angeles and Inland Empire areas is diminishing. Five miles to the southwest is the intermodal Southern California Logistics Airport, which is a significant air cargo facility linked to the Burlington Northern Santa Fe (BNSF) railway serving the Ports of Los Angeles and Long Beach and the continental United States. Designated a Foreign Trade Zone, Southern California Logistics Airport accommodates industries that will provide well-paying jobs that require technical skills, allowing for upward career mobility for those with high school and vocational training. Moreover, the cost of housing in the High Desert is significantly lower than the Los Angeles, Orange County, and Inland Empire regions.

Two powerplants in the Victorville area, one operational and a hybrid solar/natural gas plant expected to be completed in 2010, will provide 1,400 megawatts of power-generation capacity.

POLICIES:

6.1.1 Balance employment capacity with planned population

The supply and capacity of land devoted to employment-generating land uses in proportion to the planned population of Desert Gateway shall be close to that of the Southern California region. To accomplish this, at least 25 percent of the gross developable land area (excluding Open Space) shall be devoted to commercial, mixed use, and industrial land use designations.

Areas designated Mixed Use Town Center and Mixed Use Village Center should devote a significant proportion of the land area to employment-generating uses.

Employment capacity within Desert Gateway will be between 45,000 and 65,000 jobs

Southern California Logistics Airport core business units:

- Air Cargo
- Aviation Maintenance
- Rail Complex
- Real Estate Development
- Military Defense Programs
- Flight Testing
- Advanced Flight Training
- Charter Passenger Service
- Business & Executive Jet Travel Center

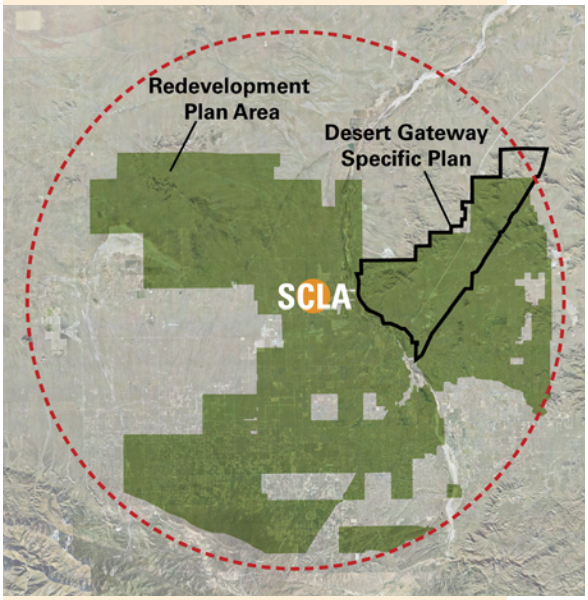


Figure 6.3 Specific Plan in relationship to Redevelopment Plan area

6.1.2 Match jobs to labor skills

Land designated for employment uses shall permit uses that will encourage business development that creates jobs suited to the labor skills and education attainment of the High Desert.

6.1.3 Diversify business and industry

A variety of industrial, commercial, and mixed use land use designations will be provided to accommodate diverse businesses and industries to expand employment and revenue-generating opportunities within the City of Victorville.

6.1.4 Complement economic development activities at Southern California Logistics Airport

Desert Gateway will designate land for research, product development, business services, housing, education, and amenities to support industrial and logistics development at Southern California Logistics Airport. This complementary role will support primary industrial business recruitment and development activities at Southern California Logistics Airport.

6.2 OBJECTIVE: Implement the Victor Valley Redevelopment Plan

The Victor Valley Redevelopment Plan, prepared by the Victor Valley Economic Development Authority, encompasses land generally within an 8-mile radius of what is now the Southern California Logistics Airport, formerly George States Air Force base. Desert Gateway will implement the directives of the Victor Valley Redevelopment Plan.

POLICIES:

6.2.1 Invest in infrastructure first

Infrastructure improvements shall be made in advance of development pursuant to the public facilities phasing and financing plan using all available financing and acquisition tools.

6.3 OBJECTIVE: Provide retail opportunities to serve the local and regional markets

Figure 6.4 Regional serving retail

The City of Victorville needs to provide retail and entertainment opportunities for its citizens to minimize leakage of retail spending to surrounding areas and maximize tax receipts. It is also important that different types of retail uses be distinguished with respect to location to create special places. Desert Gateway is located at the crossroads of I-15 and the High Desert Corridor, may be a destination for millions of passengers on the DesertXpress, and is in the center of the urbanizing High Desert region. Therefore, an opportunity exists to serve a larger market share than what would be supported by the planned employment and population in Desert Gateway. The Desert Gateway Specific Plan puts in place the framework to facilitate retail growth; the retail sector will need to develop in step with the market.

POLICIES:

6.3.1 Retail complementary to the market

Desert Gateway will serve trade areas at the neighborhood, community, regional, and destination scales. In doing so, appropriate land use designations shall be provided, with the supply of land related to the potential market share.

Figure 6.5 Retail shops in a mixed use village

6.3.2 Pedestrian and neighborhood-scale retail uses

Pedestrian and neighborhood-scale retail uses shall be located within areas designated Mixed Use Town Center and Mixed Use Village Center. The pedestrian-oriented Mixed Use Town Center will have a super-regional draw.

6.3.3 Automobile-oriented retail

Automobile-oriented retail shall be located within commercial nodes at freeway and expressway interchanges.

6.4 OBJECTIVE: Develop significant industrial and business parks

Basic sector industry growth is vital to the economic success of the City of Victorville. Basic sector industries export goods and services, resulting in an inflow of revenue to the city, which in turn stimulates secondary sectors.

Substantial industrial and business parks facilitate basic sector economic

Figure 6.6 Business park tenant

Figure 6.6 Research and development facility

Figure 6.8 Light industrial building

Figure 6.9 Medical building

development by providing protected and cohesive sites for land uses with similar needs, encouraging the clustering of traded industries. The availability and readiness of land parcels are also important to catalyzing business recruitment.

The City of Victorville is home to leaders in developing more sustainable sources of energy. The availability of land in the region and desert climate facilitates the siting of sustainable energy production centers. Increasing investment in clean technologies is driving growth in related research, development, and manufacturing facilities.

POLICIES:

6.4.1 Designate areas for industrial and business park uses

Permitted uses within areas designated for Heavy Industrial, Light Industrial, and Business Park shall be consistent with these designations. Multi-tenant commercial office, retail, business services, institutional, and other similar uses are accommodated in other designations provided in Desert Gateway. Medical facilities are appropriate in areas designated Business Park. Building uses primarily for warehousing and distribution should be designed to evolve into higher capacity uses.

6.4.2 Office uses

Corporate headquarters and office uses directly related to research, development, manufacturing, and logistics uses are encouraged within areas designated Light Industrial and Business Park.

6.4.3 Clean technologies

Clean technologies that promote sustainability and energy independence are strongly encouraged within areas designated for Heavy Industrial, Light Industrial, and Business Park. Desert Gateway could attract investment that develops clean technologies.

6.4.4 Availability of large parcels of land

Large parcels of land should be assembled to encourage business recruitment and facilitate infrastructure development. Entitling sites is important to put the City of Victorville at a competitive advantage to attract users in need of large sites within a short timeframe.

6.5 OBJECTIVE:
Create an experience at the DesertXpress train station for both rail passengers and destination visitors

This Specific Plan will accommodate passenger rail service between Southern California and Las Vegas. The proposed DesertXpress high-speed rail link to Las Vegas begins and ends in Desert Gateway. DesertXpress will draw to and from the Southern California market via the City of Victorville. Therefore, its success is dependent in part on convenience and the experience riders will have at the train station. With ridership in the millions, it represents an opportunity to create a destination for train patrons and other visitors alike.

POLICIES:

6.5.1 Beginning the Las Vegas experience

Land uses, transportation facilities, urban design, and site planning surrounding the train station will make using the DesertXpress convenient and special.

6.5.2 A major destination

Entertainment, destination retail, dining, convention, rental car facilities, and lodging uses will be promoted to capitalize and build on rail ridership to create a diverse, thriving destination that attracts both rail patrons and other tourists.

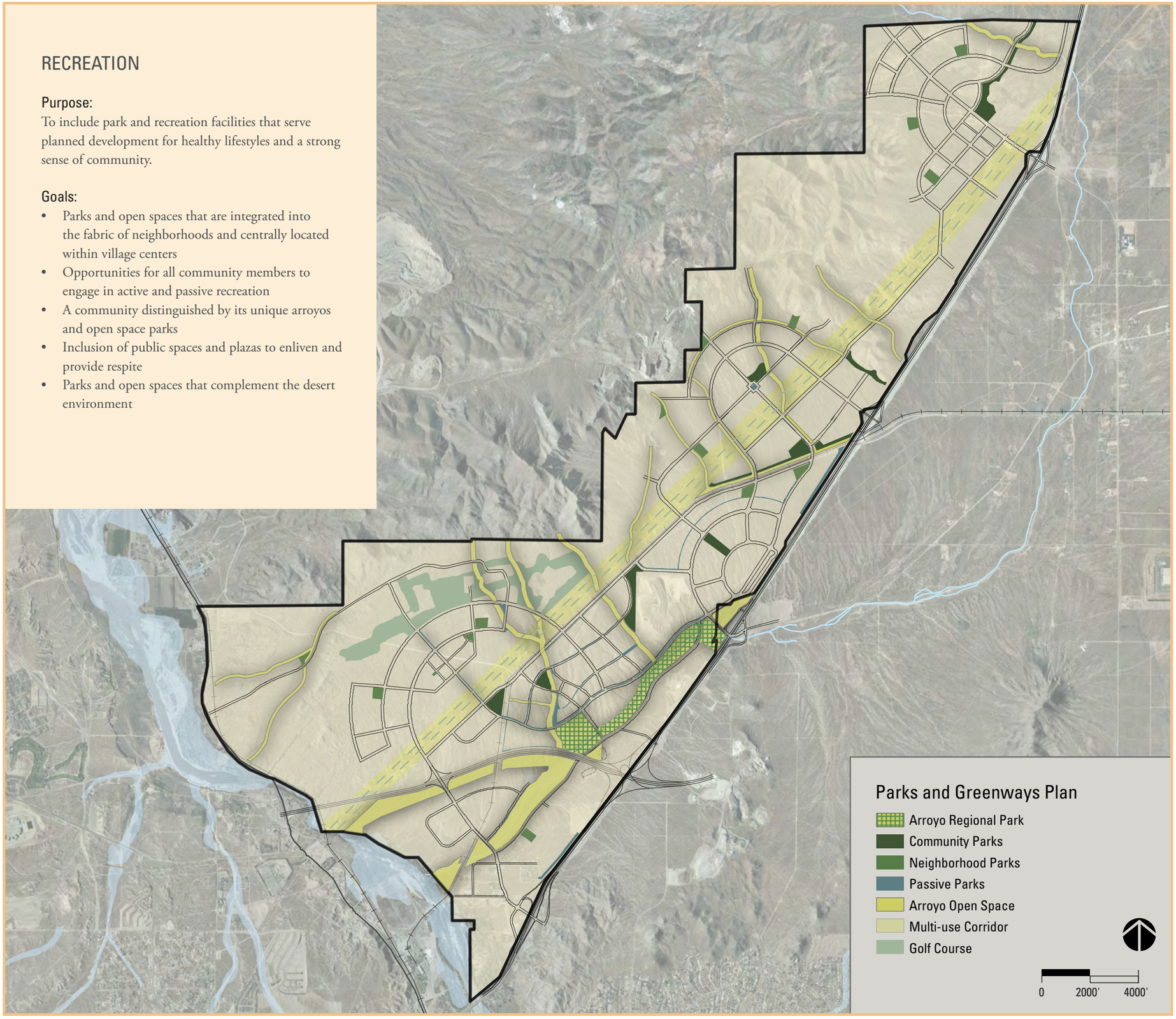
Figure 6.10 Destination retail

RECREATION

Purpose:
To include park and recreation facilities that serve planned development for healthy lifestyles and a strong sense of community.

Goals:

- Parks and open spaces that are integrated into the fabric of neighborhoods and centrally located within village centers
- Opportunities for all community members to engage in active and passive recreation
- A community distinguished by its unique arroyos and open space parks
- Inclusion of public spaces and plazas to enliven and provide respite
- Parks and open spaces that complement the desert environment



CHAPTER 7:
RECREATION

INTRODUCTION

Desert Gateway includes a variety of parks and open spaces to encourage exercise, recreation, social interaction, access to nature, and a livable community. Proposed parks and open spaces range from smaller, highly accessible local parks and plazas integrated into individual residential neighborhoods to larger community parks providing structured recreational facilities for entire villages and districts. The recreation plan creates interactive neighborhoods and destinations while encouraging healthy lifestyles within Desert Gateway.

The structure principles are:

- Parks located in each neighborhood
- Public spaces in mixed use centers
- Arroyos and open space corridors to knit the community together and provide for passive recreation

7.1 OBJECTIVE: Provide parks to meet the needs of residents and workers in Desert Gateway

An adequate supply of park land supports the recreational and social needs of residents and workers. Additionally, parks are an important amenity to encourage economic development. The Specific Plan establishes policies to ensure that an adequate supply of park land will be provided and in a timely manner.

POLICIES:

7.1.1 Provide 3.0 acres of park land per 1,000 population

Desert Gateway shall include 3.0 acres of net usable park land per 1,000 population.

Active, improved park land and minimum 100-foot-wide trail corridors through open space that is enhanced with activity nodes may be credited toward meeting this policy. Private amenities such as recreation centers and clubhouses may be considered for fee credits only and do not count toward meeting this policy.

Publicly and privately owned and maintained park land may satisfy the park land to be provided under this policy.

Population per household rates should be based on factors used by the General Plan or Southern California Association of Governments for single family detached and multi-family housing within the City of Victorville.

A supplemental operations and maintenance financing mechanism is required for single park sites that are less than 10 contiguous acres in size, or less than five acres if a joint school-park site, to count toward satisfying the park land requirement. The public facilities financing plan shall identify supplemental financing.

7.1.2 Provide required park lands concurrently with need

Park lands must be phased concurrently with the development of housing. For every 500 housing units, 5 acres of park land shall be provided. Notwithstanding, development of each community park may be deferred

Figure 7.2 Parks are important elements

Park Type Credits	Quantity	Acres
Arroyo Regional Park	1	35
Community Parks	8	100
Neighborhood Parks	10	50
High School	1	15
Arroyo Trails	12 mi	25
Easement Trail	8 mi	25
TOTAL		**250**

Table 7.1 Park land types and acres provided in Desert Gateway

Optional Parks Credits	Quantity	Acres
Other Parks	6	15
Golf Course	1	50
Village Clubs	4	15
TOTAL		**80**

Table 7.2 Optional park credits; 25 percent credit is assumed for 200-acre golf course

until at least 4,000 housing units are built. Park sites shall be identified upon the preparation of a development plan, pursuant to Policy 14.3.2.

The public facilities phasing and financing plan shall project the issuance of building permits and identify funding sources to finance public park acquisition and construction to comply with this policy.

7.1.3 Maximize access and visibility to parks

Public parks shall be fronted by at least one public street. Private parks shall be fronted by at least one street that is substantially similar in design and function to a public street.

Buildings should face front entrances and facades along parks.

7.2 OBJECTIVE: Provide parks and open spaces within individual neighborhoods

Neighborhood parks provide the population of surrounding neighborhoods with opportunities for daily recreation. The design of each park will be based upon the size, density, and demographics of the surrounding population. Other park types that will serve individual neighborhoods are described under Objective 7.4.

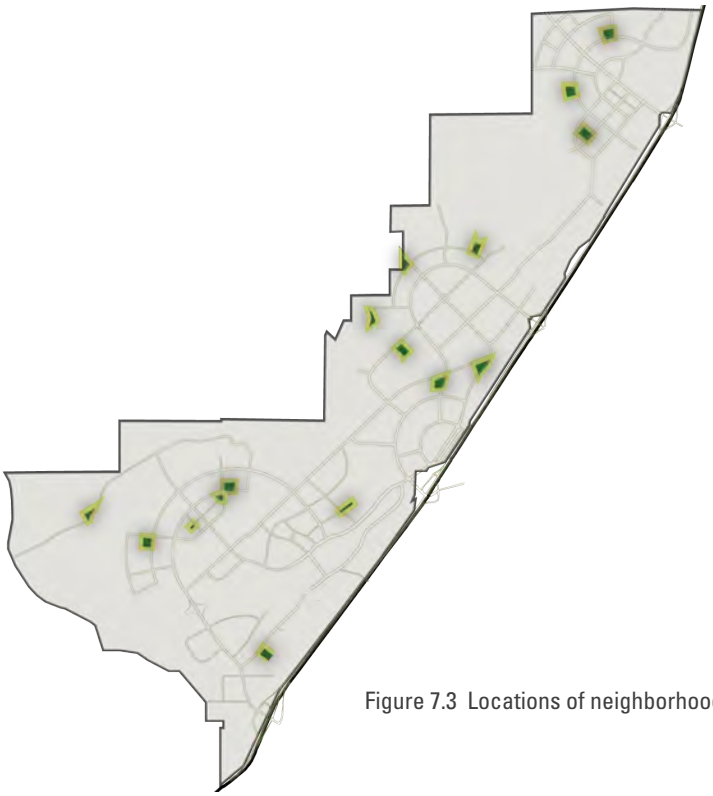


Figure 7.3 Locations of neighborhood parks

POLICIES:

7.2.1 Neighborhood parks should be compatible with the surrounding neighborhood

Public neighborhood parks shall be a minimum of 5 acres and a maximum of 8 acres to be in scale with neighborhoods and ensure that parks are widely dispersed to facilitate nonvehicular access.

Neighborhood parks smaller than 5 acres must be privately owned and maintained, and do not count toward meeting the requirement in Policy 7.1.1. Fee credits may be considered for private neighborhood parks.

Figure 7.4 Neighborhood park

7.2.2 Locate parks within walking distance of residential areas

All residential areas shall be within approximately a quarter-mile of a neighborhood park or other park or recreation facility. Surrounding residential areas should be able to easily access a neighborhood park using direct paths, trails, sidewalks, or roadways.

7.2.3. Maximize opportunities for joint-use of school facilities

Neighborhood parks shall be located adjacent to school sites where possible to maximize the amount of contiguous park/open space areas in Desert Gateway and reduce operations and maintenance costs. Additional policy language addressing joint-use of school facilities is provided in Policy 8.1.4 of the Community Facilities element.

7.3. OBJECTIVE: Establish community parks that promote structured recreational programs

Community parks complement neighborhood parks by serving the many neighborhoods that surround village centers. These parks include several multi-purpose playfields and other structured recreational facilities.

POLICIES:

7.3.1 Community parks should be large enough to serve the surrounding neighborhoods

Community parks shall be a minimum of 10 acres and a maximum of 25 acres in size and accommodate facilities for organized recreational activities. In general, these community

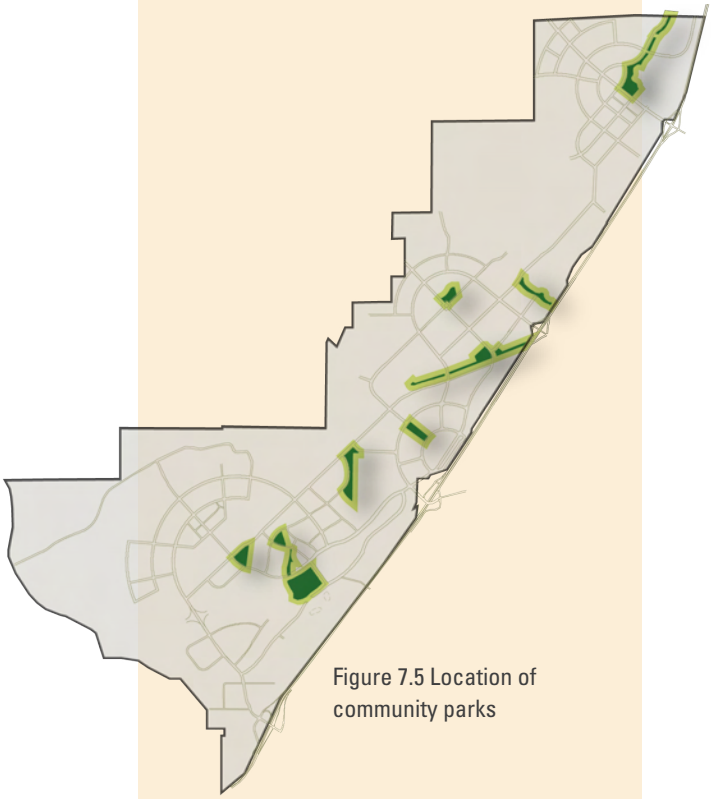


Figure 7.5 Location of community parks

parks are to support the recreational needs of multiple neighborhoods and employment centers.

The heart of the Desert Gateway park system is Arroyo Park, which is located adjacent to the Mixed Use Town Center. This largest community park is intended to serve the entire Desert Gateway Specific Plan Area. It will feature primarily unprogrammed open space, but also multi-purpose ball fields, trails, and other recreational facilities. Arroyo Park will feature the basic components of a community park, plus additional facilities capable of serving the diverse needs of the entire Desert Gateway. Arroyo Park is also a significant element of the open space plan.

Figure 7.6 Community park with ballfield

7.3.2. Locate community parks proximate to village centers.

All residential areas shall be within an approximately 2-mile radius of a community park. When included as a joint-use park with a middle school, the community park may be within 1 mile of a village center.

7.3.3 Maximize opportunities for joint-use of school facilities.

Community parks may be located adjacent to middle school sites to reduce operations and maintenance costs. Additional policy language addressing joint-use of school facilities is provided in Policy 8.1.4 of the Community Facilities element.

7.4 OBJECTIVE: Provide specialized parks and public spaces to meet diverse needs

Specialized parks and public spaces will meet the unique, urban needs of village areas and maximize access to park land. These facilities round out a comprehensive range of outdoor amenities to be provided in Desert Gateway. Plazas are a key element of village areas, where the mix of uses, density, and walkability will be complemented by programmable plaza spaces.

Figure 7.7 Private park with tot lot

Public Plazas

Public plazas are urban open spaces suited for higher density urban environments. Plazas are pedestrian-only areas typically surrounded by a mixture of employment and commercial uses, and sometimes high density residential buildings. Plazas create identity and function as destinations for a nearby neighborhood, an entire village, or even the community depending on their size and attractions. These public spaces

consist of attractions and amenities to draw users. Plazas may include outdoor cafés, sculptures, art displays, playgrounds, benches, enhanced paving, and many more. Successful public plazas are located within walkable areas with high pedestrian traffic.

Arroyo Regional Park

Desert Gateway features arroyos that remain dry except during periods of heavy rains. A linear regional park is provided along the arroyo named Bell Mountain Wash. This naturalized amenity provides for passive recreation, links the community to nature, allows non-motorized transportation connections within Desert Gateway and retains elements of the desert aesthetic.

Village Clubs

Village clubs are the center of community activity for the residents. These private facilities provide additional recreation and social amenities.

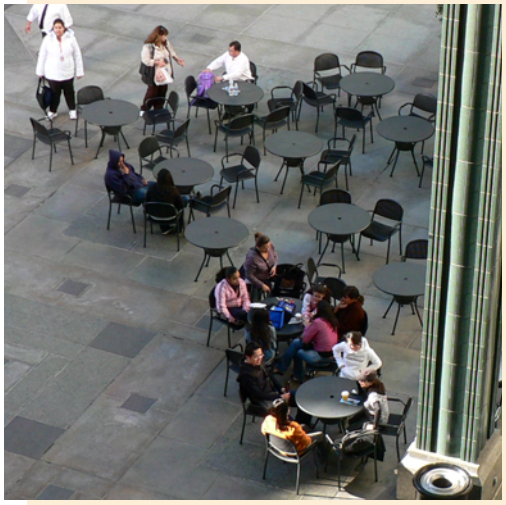


Figure 7.7 Public plazas

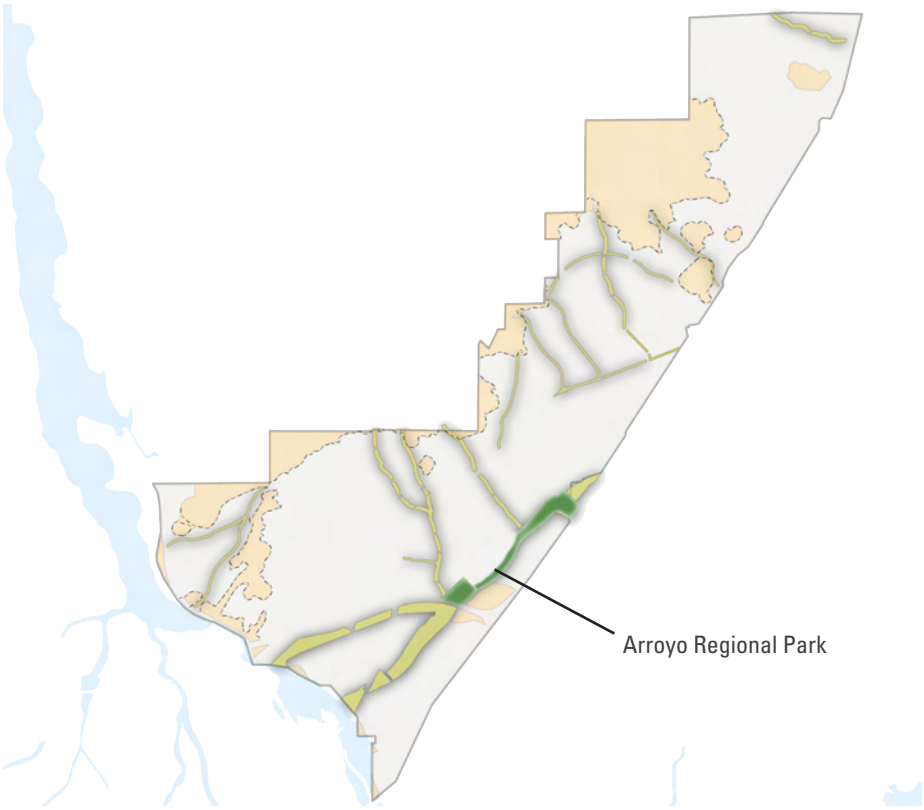


Figure 7.9 Locations of arroyos and open space, and open space recreational parks

Figure 7.10 Park frontage along street

Figure 7.11 Public plazas

POLICIES:

7.4.1 Provide public plazas within the higher density mixed use village centers and town centers

Public plazas shall be provided within areas designated Mixed Use Village Center and Mixed Use Town Center. A plaza is also strongly encouraged near the proposed DesertXpress train station. The typical size of a plaza ranges from one-half to 1 acre in size. Fee credits may be considered for public plazas.

Higher density employment, commercial, and institutional uses like public libraries should front onto public plazas.

Residential uses are permitted to front onto plazas so long as such uses do not exceed 50 percent of the total plaza frontage at the street level. At least one side of a plaza shall front onto a public street.

7.4.2 Establish plazas as lively, accessible outdoor urban spaces

Attractions within and adjacent to plazas, such as outdoor cafes, public art, sculpture, and playgrounds should be provided to draw people into plazas. Outstanding amenities like benches, attractive lighting, enhanced paving, stages for concerts or events, and trash cans shall also be incorporated to make plazas safe and enjoyable destinations. Light-colored paving, trees, and other shade elements are also important plaza features in the local climate of the High Desert.

Plazas should also be easily accessible by foot and located near transit stations/stops.

Vehicular traffic on public streets near plazas should be calmed and move at slow speeds. Public streets adjacent to public plazas that are designed to accommodate special events in the plaza should be considered.

7.4.3 Include a major recreation open space area central to Desert Gateway

Recreation and open space amenities are very important to Desert Gateway. Arroyo Park will include ballfields, trails, and other passive and active activities. It will add value and quality of life to Desert Gateway as an aesthetic amenity and a place for outdoor activities. This area is illustrated in Figure 7.9.

7.4.4 Use arroyos and other open space for trails and passive recreation

Arroyos shall be substantially maintained in their natural condition with limited exceptions to allow for pedestrian access and enhanced aesthetic value. Pervious trails to complement the natural setting should be provided to facilitate safe walking, jogging, and bicycling along a designated path that minimizes human disturbance to existing vegetation, biology, and soils elsewhere within the arroyos. Drought-tolerant, native, noninvasive plantings and other landscaping treatments may be provided if they are consistent with the natural scenery of the arroyos.

7.4.5 Include village clubs to provide private recreational amenities

Each village in Desert Gateway shall have at least 1 village club ranging from 3 to 5 acres in size. Village clubs may include a recreation center, pool facilities, programmed events, basketball and/or tennis courts, workout facilities, tot-lots, abbreviated active sports fields, BMX tracks, skateboard parks, or flexible open space and other appropriate amenities. Fee credits may be considered for village clubs.

Figure 7.12 Passive recreation area

7.5 OBJECTIVE: Take advantage of adjacent lands owned by the Bureau of Land Management and other nearby open spaces.

Significant open spaces are adjacent to Desert Gateway. Lands owned by the Bureau of Land Management and the Mojave River are the two most significant nearby natural amenities. Desert Gateway is influenced by these amenities and its planning will take full advantage.

POLICY:

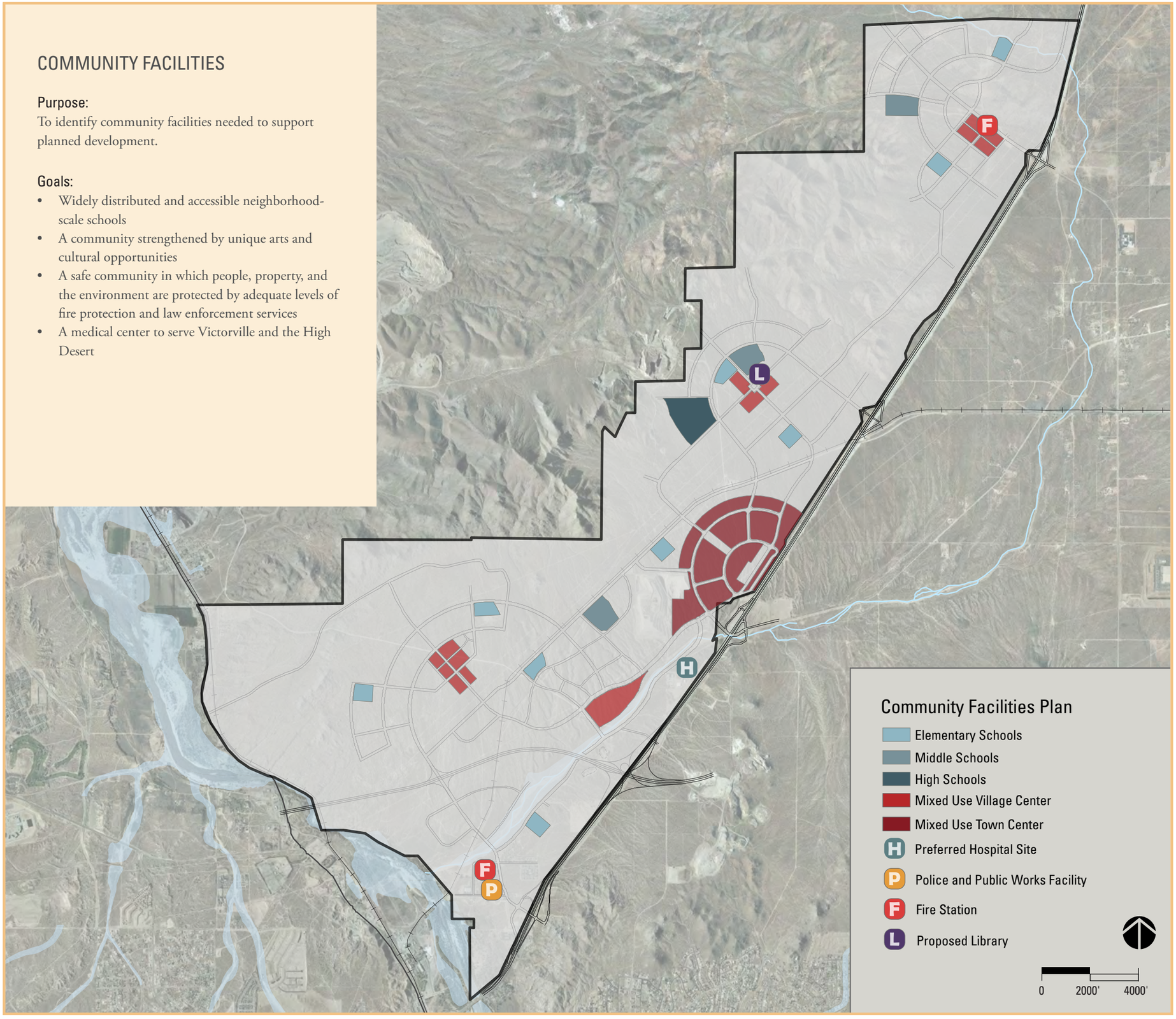
7.5.1 Connect trails in Desert Gateway to surrounding public open space

Trails in Desert Gateway should provide a link to adjacent lands owned by the Bureau of Land Management and along the Mojave River. This will greatly increase the available recreation amenities and opportunities accessible to Desert Gateway.

COMMUNITY FACILITIES

Purpose:
To identify community facilities needed to support planned development.

Goals:
- Widely distributed and accessible neighborhood-scale schools
- A community strengthened by unique arts and cultural opportunities
- A safe community in which people, property, and the environment are protected by adequate levels of fire protection and law enforcement services
- A medical center to serve Victorville and the High Desert



CHAPTER 8:
COMMUNITY FACILITIES

INTRODUCTION

Community facilities such as schools, libraries, arts and cultural facilities, police and fire stations, and medical facilities will be needed to serve planned development in order to create a safe, livable community with a high quality of life.

The structure principles are:
- Schools of all levels
- Public safety facilities located in areas to ensure adequate response times
- Community and cultural facilities located in mixed use centers
- Public facilities designed to enhance community identity

8.1 OBJECTIVE:
Identify school sites to serve the local student population

Desert Gateway is served by two school districts. Victor Elementary School District is composed of elementary schools for students in grades kindergarten through 6 and the Victor Valley Union High School District is composed of middle schools and high schools for students in grades 7 through 12.

Residential development within Desert Gateway will increase the student population within these school districts. As a result, additional school facilities and services will be required to adequately serve the Plan area. Desert Gateway has identified potential school location sites to serve the anticipated student population in Desert Gateway. These sites will be reserved for the appropriate school district, which will be responsible for the acquisition of the site and construction of school facilities. As shown in plan diagram on the preceding page, the Specific Plan has identified potential sites for elementary schools, middle schools and a high school. In addition, the Institutional land use designation allows for private schools in Desert Gateway.

POLICIES:

8.1.1 Elementary and middle schools

Elementary and middle school sites should be centrally located within residential neighborhoods to maximize their accessibility to students from adjacent neighborhoods. Schools should be located such that most if not all students are within convenient walking and/or bicycling distance. Land shall be reserved for elementary and middle school sites. Facility construction should be timed to ensure that adequate schools are available to serve Desert Gateway. All school sites should meet the siting, size, and other standards of the applicable school district.

Figure 8.2 Multi-story public school building

8.1.2 High school

The high school site should be centrally located within Desert Gateway. The site should be conveniently accessible by multiple modes of transportation, with an emphasis on linkages to the public transit system and bicycle and pedestrian networks of Desert Gateway. Land shall be reserved for a high school site. Its construction should be timed to ensure that the school is available to serve Desert Gateway. The school site should meet the siting, size, and other standards of the school district.

8.1.3 Create magnet schools

Schools with theme-based, specialized curricula are encouraged in order to promote a distinguished education system in Desert Gateway.

8.1.4 Maximize opportunities for joint-use of school facilities

Desert Gateway should maximize opportunities for community use of school facilities during evenings and weekends when schools are not in session so that school sites serve more than young people and function as community focal points of individual neighborhoods and the entire Plan area.

Elementary, middle, and high school sites should be located adjacent to public parks and open spaces and incorporate site planning and building orientation techniques in order to maximize the amount of contiguous park/open space areas in Desert Gateway. Doing so increases the amount of park/open space available for student use. In addition, potential joint-use of school recreational facilities by the general public after school hours would also increase the amount of park/open space available to residents of the Plan area. Offering school buildings such as auditoriums for use by the general public after school hours is also encouraged to provide public spaces in which community members or groups can assemble and interact. Joint-use facilities reduce operations and maintenance costs.

8.1.5 School design

School sites are encouraged to be developed in a manner that implement the vision for an environmentally sustainable community. Building practices that meet accepted industry guidelines for green construction and incorporate sustainable practices are strongly encouraged.

School districts are encouraged to design school sites linked to adjacent pedestrian, bicycle, and transit networks to facilitate use of alternative transportation and minimize vehicular traffic impacts to the surrounding community. Multi-story school buildings are encouraged to promote more efficient use of land.

The benefits of a "green" school:

- A healthy, productive learning environment
- Improved teacher retention
- Financial savings
- Hands-on learning
- Environmentally friendly

Figure 8.3 Fossil Ridge High School, Fort Collins, Colorado, a LEED certified building.

8.2 OBJECTIVE: Identify opportunities for post-secondary education

The City of Victorville is currently served by post-secondary educational institutions including a community college, an education center and a vocational college. The provision of post-secondary educational services, such as adult workforce education and education of high school graduates not immediately continuing their education, is crucial to the economic prosperity of Victorville.

POLICY:

8.2.1 Support the City's economic prosperity strategy

Desert Gateway should support the post-secondary education component of the City's economic prosperity strategy by considering the opportunity for post-secondary educational institutions. A college within the periphery of the Mixed Use Town Center provides a central, accessible location for a post-secondary institution within the Desert Gateway and should be considered.

Post-Secondary education institutions in Victorville

- Victor Valley Community College
- Excelsior Education Center
- West Coast College

8.3 OBJECTIVE: Include state-of-the-art library services

The City of Victorville currently operates one public library, providing a variety of resources and programs for residents of all ages. Desert Gateway would generate additional demand for library facilities and service. As a result, Desert Gateway includes multiple sites on which library facilities may be provided. As shown community facilities plan diagram on the introductory page of this Chapter, the Specific Plan designates smaller sites for community facilities within village centers and a larger site for community facilities within the Mixed Use Town Center. The library system in Desert Gateway may consist of smaller, neighborhood-oriented libraries within each community center or one large library within the Mixed Use Town Center serving the entire Plan area.

Figure 8.4 Public library

POLICY:

8.3.1 Provide adequate level of library service

One potential library is proposed in the Mixed Use Town Center to provide library facilities adequate to serve the anticipated population.

"A Library outranks any other one thing a community can do to benefit its people."
Andrew Carnegie

8.4 OBJECTIVE: Seek a thriving arts and culture scene

Communities with rich opportunities for arts and culture are more desirable places to live and work, provide inspiration, beautify public places, and strengthen the community fabric. Arts and cultural amenities also support economic prosperity by providing jobs, generating government revenue, attracting new businesses, and supporting tourism.

POLICY:

8.4.1 Encourage opportunities for arts, culture, and entertainment uses to locate within the Desert Gateway

Development within the Mixed Use Town Center should include a plan for arts and culture facilities, which may include museums, public art, theaters, outdoor entertainment, and the like. Adequate space should also be provided for complementary uses, such as restaurants, coffee shops, bars, and night clubs.

8.5 OBJECTIVE: Plan for adequate police protection services and facilities

The City contracts with the San Bernardino County Sheriff for police protection services. Desert Gateway will generate additional demand for police protection so City police services will be expanded to cover Desert Gateway. Additional police facilities may be needed. Therefore, areas designated as Institutional allow for a police precinct. A potential location is depicted on the introductory plan diagram of this Chapter.

POLICY:

8.5.1 Contribute a fair share of expanded and new police protection services and facilities

A site for a police precinct shall be reserved. The public facilities phasing and financing plan shall identify the timing and funding sources for a new police substation.

If required, a public works maintenance facility should be co-located with the police precinct. The site reserved for the police substation shall include sufficient area to accommodate the public works facility.

8.6 OBJECTIVE: Plan for adequate fire protection services and facilities

The San Bernardino County Fire Department provides fire protection service to the City. Fire department services would be expanded to include Desert Gateway.

Desert Gateway will generate additional demand for fire protection. Additional facilities will be required for the Department to extend services into Desert Gateway. Therefore, areas designated as Institutional allow for a fire station. Potential locations are depicted on the Community Facilities Plan in this Chapter.

POLICIES:

8.6.1 Ensure compliance with fire standards of the San Bernardino County Fire Department and Victorville Building Code

Development of Desert Gateway shall occur in compliance with the requirements of the Victorville Fire Department and municipal code regarding fire protection. Notwithstanding, the roadway cross-sections in the Mobility Element shall control.

8.6.2 Contribute a fair share of expanded and new fire protection services and facilities

Sites for fire stations shall be reserved. The public facilities phasing and financing plan shall identify the timing and funding sources for new fire facilities.

8.7 OBJECTIVE: Allow for medical facilities to serve Desert Gateway

Healthcare services and facilities are essential to protect and improve health, safety, and quality of life for all residents. As the High Desert region grows, a new full-service hospital will be needed to serve the healthcare needs of the growing population. Desert Gateway is an ideal location for the new hospital, with its central location in the High Desert and accessibility to the regional highway and transit infrastructure. Siting a new hospital within Desert Gateway will also promote the City's economic prosperity by attracting the complementary medical and health care operations/industries that tend

to cluster near hospitals. A hospital and related healthcare industries and offices within Desert Gateway would also provide tax revenue to the City and support middle-income employment that is essential to preserve a healthy economic base in Victorville.

POLICY:

8.7.1 Allow for a medical center

The location of a medical center is strongly encouraged within the highly visible and accessible Business Park (BP) area located northwest of the I-15 and High Desert Corridor interchange. Adequately designated land area should be maintained near the medical center site so that the medical facilities and offices that typically cluster near these centers can also locate within the Plan area.

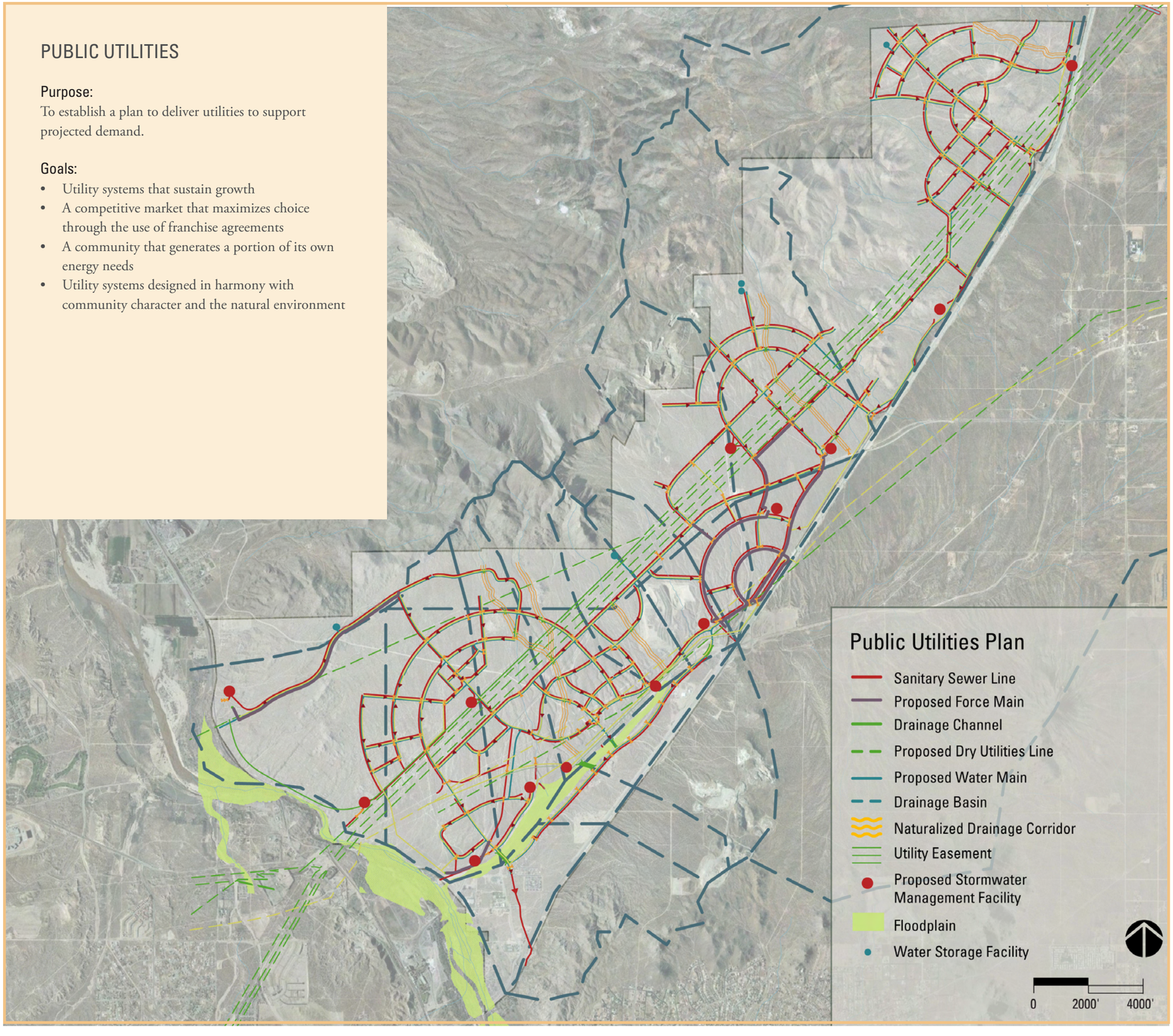
Figure 8.5 Hospital

PUBLIC UTILITIES

Purpose:
To establish a plan to deliver utilities to support projected demand.

Goals:

- Utility systems that sustain growth
- A competitive market that maximizes choice through the use of franchise agreements
- A community that generates a portion of its own energy needs
- Utility systems designed in harmony with community character and the natural environment



CHAPTER 9:
PUBLIC UTILITIES

INTRODUCTION

Infrastructure is a basic need to support the expansion of urban areas. Utility services need to be expanded and extended to serve the community of Desert Gateway. In addition to all basic utilities, Desert Gateway provides opportunities for innovative service delivery and alternative sources of energy. Consumer choices for certain utilities will benefit Desert Gateway. Important sustainability practices will reduce demand, reuse resources, and reduce impacts on the environment. Infrastructure will precede development and reinforce compact land use goals.

The structure principles are:

- Land use supported by necessary utilities
- Naturalized, multi-purpose drainage system that enhances the open space and trail network
- Recycled water system for outdoor irrigation

9.1 OBJECTIVE: Provide an adequate water supply and distribution system

Water service will be provided by the city of Victorville's subsidiary district, Victorville Water District, 2906 Zone. The 2906 Zone capacity will need to be expanded to serve Desert Gateway. Additional wells will be drilled near the Mojave River to provide the additional water supply. Four to five additional pressure Zones will be required to adequately serve Desert Gateway. Excess capacity in the existing 3065 Zone could also be used to supply Desert Gateway. Additional storage reservoirs are required to provide adequate fire flows and pressure throughout the proposed development.

A surface water treatment plant may not be required to serve Desert Gateway. Chlorinators are required for all water wells and some wells may be treated by two existing arsenic treatment plants. A groundwater study will determine if the aquifer under Desert Gateway is sufficient to serve the ultimate development. Other sources of water supply include the Mojave Water Agency's R-cubed project, percolation recharge projects, reclaimed water for irrigation and industrial demands, and future surface water treatment plant. Desert Gateway will be adequately served by current and future water wells and other water facilities.

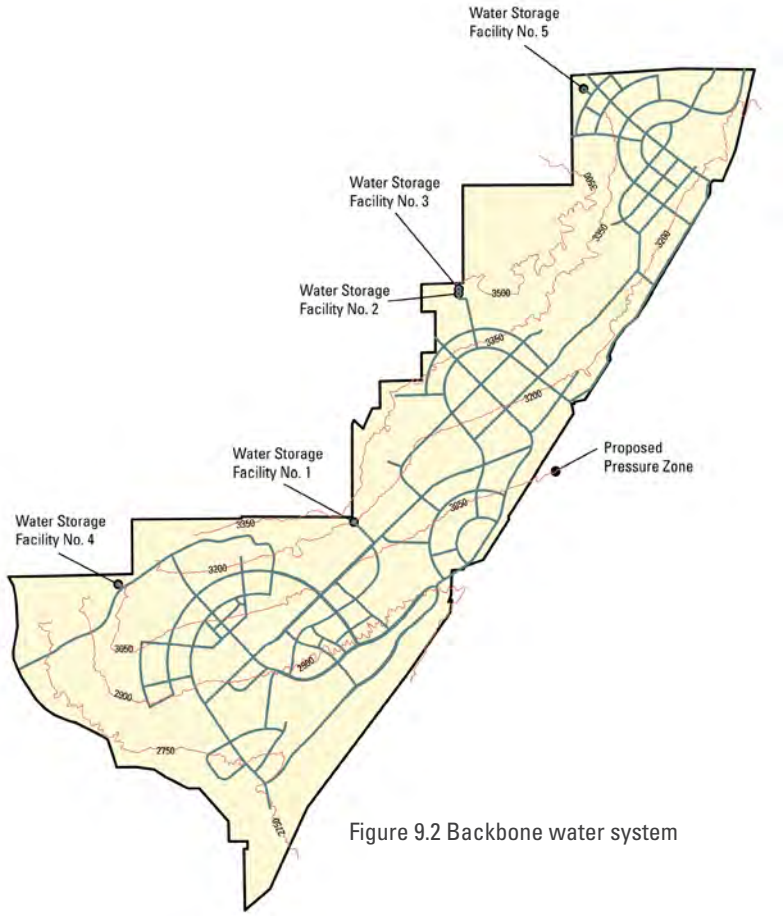


Figure 9.2 Backbone water system

POLICIES:

9.1.1 Ensure that adequate water supply and distribution systems are available

Water supply, distribution and treatment system improvements shall be made in advance of projected demand to facilitate the development of Desert Gateway. A water master plan and/or water supply assessment will be required to determine the water supply needs, size and quantity of reservoirs, transmission pipelines, well, pumping plants, and booster pumping plants to adequately serve Desert Gateway. The combination of a groundwater study or water supply assessment will ensure that adequate water supply and distribution systems will be in place for Desert Gateway.

Water service connection fees shall be paid in advance of the phased construction of the water system serving Desert Gateway. An alternative to pre-paid connection fees; the master developer will construct the water facilities (transmission mains, wells, and booster pumping plants and reservoirs) and the Water District will issue connection fee credits equal to the value of the water improvements that are above and beyond what is required to support Desert Gateway.

9.1.2 Plan for future development in the Northern Expansion Area

Water mains shall be evaluated to determine whether the City of Victorville should contribute to oversizing to accommodate projected growth in the Northern Expansion Area.

9.1.3 Plan for delivering recycled water

A Recycled Water Master Plan will also be completed to determine what recycled water facilities will be needed to serve the proposed irrigation and industrial demands. Booster pumping plants, recycled water transmission mains (purple pipe), and reservoirs will be part of the recycled water distribution system. Consider storing recycled water in the Mixed Use Town Center for potential use as an amenity.

Figure 9.3 Reclaimed water used for landscape irrigation

9.2 OBJECTIVE: Provide an adequate sanitary sewer collection and treatment system

The Victor Valley Wastewater Reclamation Authority operates a regional wastewater treatment plant that will serve Desert Gateway. Sewer mainlines are located to the south and west of Desert Gateway, which will also serve nearby areas. Additionally, an existing sewer mainline running in a southerly direction will serve Desert Gateway. Together, these mainlines have adequate capacity to serve Desert Gateway. In anticipation of growth, wastewater treatment and the regional sewer interceptor systems are being expanded. These improvements need to accommodate flows from Desert Gateway.

POLICIES:

9.2.1 Ensure that adequate sanitary sewer collection and treatment systems are available

Sewer utility system and treatment improvements shall be made in advance of projected demand to facilitate the development of Desert Gateway. Regional interceptor and treatment capacity shall either be expanded or reserved in advance of anticipated demand.

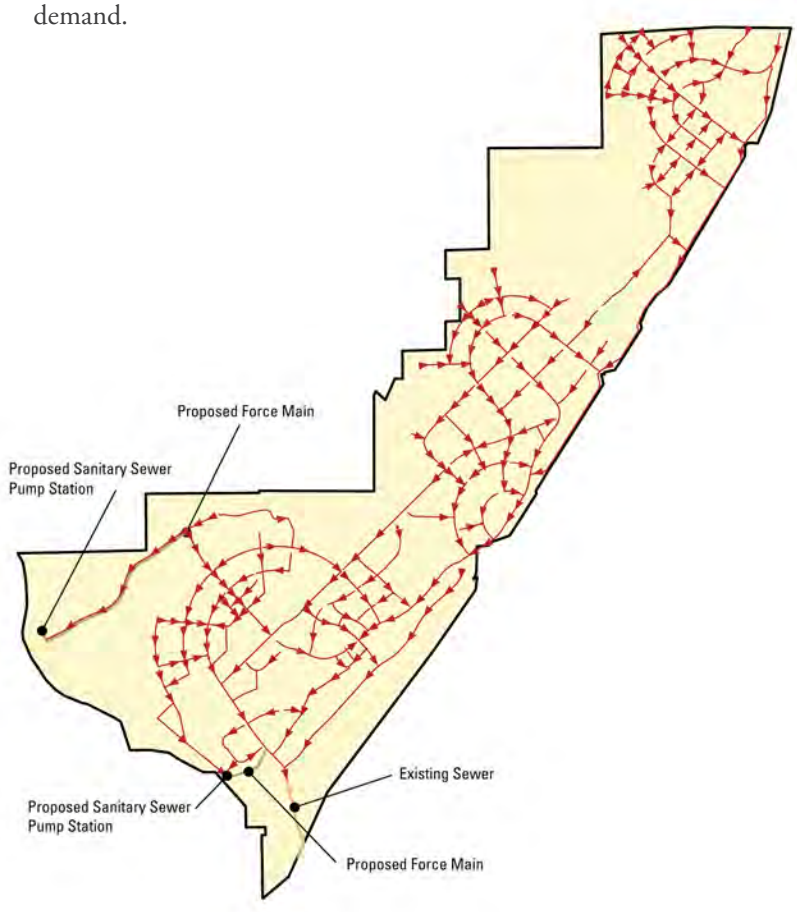


Figure 9.4 Backbone sanitary sewer system

9.2.2 Plan for future development in the Northern Expansion Area

Sanitary sewer mains shall be evaluated to determine whether the City of Victorville should contribute to oversizing to accommodate projected growth in the Northern Expansion Area.

9.3 OBJECTIVE: Provide a drainage system that is an integral component of community design and function

Several drainage courses exist on-site. The Mojave River and the Bell Mountain Wash are the principal drainage courses for Desert Gateway. Although the community is located within a desert climate, intermittent, significant rainfall events do occur. Moreover, urban runoff will be generated and needs to be managed.

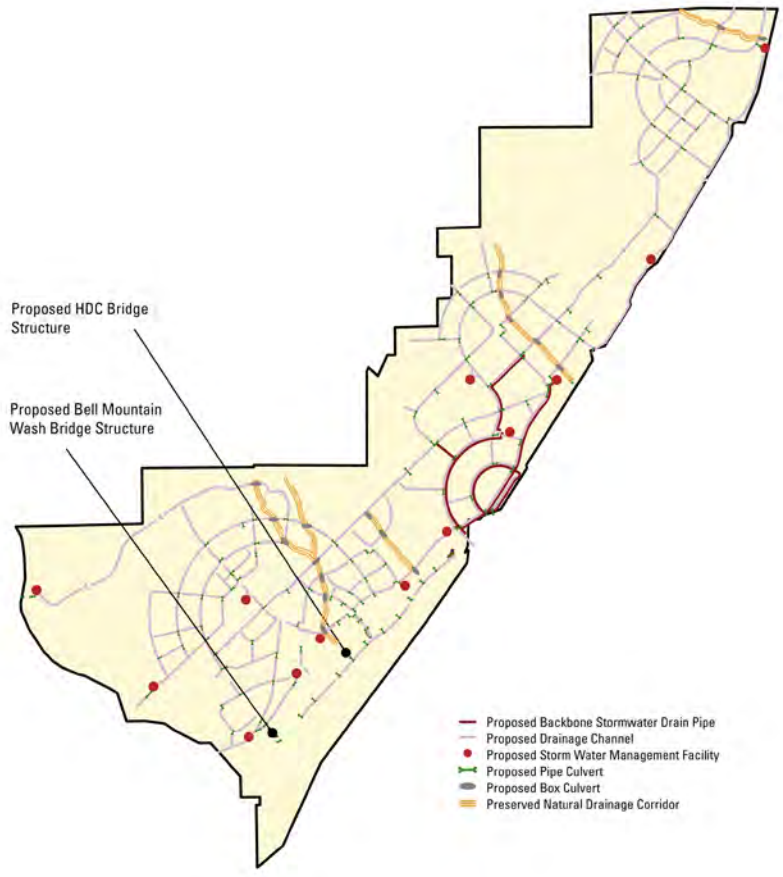


Figure 9.5 Backbone drainage system

POLICIES:

9.3.1 An integrated, multi-purpose drainage system

The drainage system shall both be functional and enhance the quality of life of Desert Gateway residents, workers, and visitors.

Culverts shall be designed to safely allow use as trail crossings of Mobility Element roadways where planned trails also follow drainage channel crossings of these roadways.

Drainage channels shall be maintained in a substantially natural state, allowing for basic hydrological improvements, integrated into the open space and trails system.

Drainage channels and regional stormwater quality and detention basins shall be linked to the open space system and Mojave River to provide for wildlife habitat and movement.

Figure 9.6 Dual trail and drainage culvert

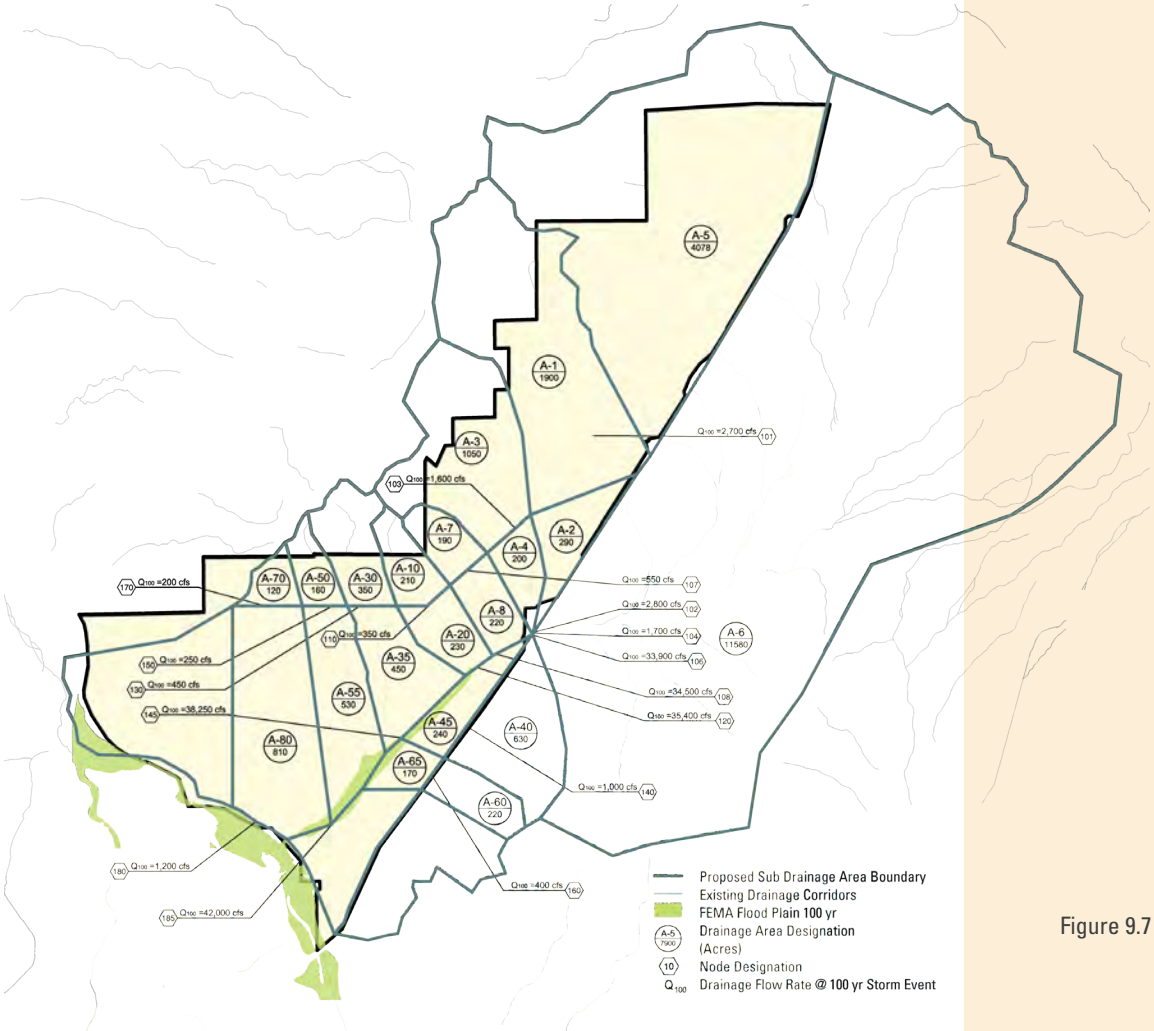


Figure 9.7 Drainage basins

Figure 9.8 Naturalized drainage channel

9.3.2 Use land efficiently

Regional stormwater detention and water quality basins are encouraged.

Compatibly designed stormwater detention in parks and parking lots is permitted to efficiently realize development intensity and density.

9.3.3 Respect floodplains and flood hazard zones

Development should not occur within identified 100-year floodplains. Passive open space and limited park development may be located within these areas

9.4 OBJECTIVE: Promote diverse sources of energy

There are increasing pressures on nonrenewable energy supplies and growing concern for the impact energy consumption has on global climate change. Desert Gateway presents an opportunity to comprehensively plan for utilizing diverse sources of energy.

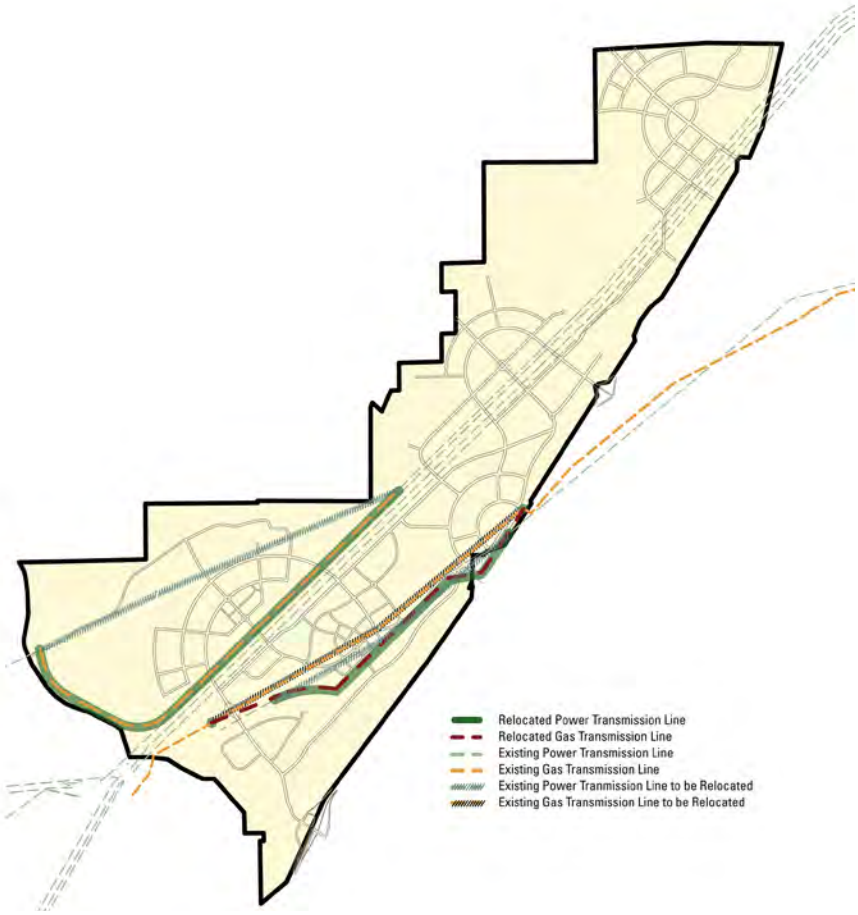


Figure 9.9 Backbone dry utilities

A connection point for electricity and gas is provided in the southeast corner of the site, along Stoddard Wells Road.

Except for existing high voltage transmission lines and certain support facilities, all utilities will be placed underground.

POLICIES:

9.4.1 Electricity

Land shall be reserved for an electrical substation unless the substation is located outside of Desert Gateway. The electrical substation shall be located within an area designated for Light Industrial or Heavy Industrial. It must be designed to minimize visual impacts from adjacent properties and be located outside of view corridors to hillsides and the Mixed Use Town Center.

9.4.2 Natural gas

Natural gas service shall be provided to Desert Gateway.

Land use and development shall be sensitive to the existing high pressure natural gas transmission pipelines.

Additional compressor stations within Desert Gateway are discouraged.

9.4.3 Produce alternative sources of energy within Desert Gateway

A landfill gas energy generation system may be developed to capture methane from decomposing waste at the Victorville Landfill as a source of energy and to reduce carbon emissions.

Following closure, the Victorville Landfill may be reused, in part, for a solar and/or wind electricity generation field.

9.5 OBJECTIVE: Promote efficient and sustainable solid waste collection and recycling systems

Solid waste collection is required in Victorville. The City has the option to enter into a franchise agreement with a service provider to collect solid waste in Desert Gateway. A convenient recycling program is vital for encouraging reuse of resources, reducing energy consumption, and preserving landfill capacity.

Figure 9.10 Solar field

Figure 9.11 Wind energy

Figure 9.12 Landfill gas energy generation facility

POLICIES:

9.5.1 Solid waste collection and recycling

A single provider should provide solid waste collection and recycling services within Desert Gateway.

Recycling facilities and services should be provided for all residential, commercial, and industrial users.

9.5.2 Minimize construction waste

All construction projects within Desert Gateway shall provide a plan for waste reduction and recycling.

9.5.3 Support the closure and relocation of the Victorville Landfill

The City of Victorville will work with the County of San Bernardino to close the Victorville Landfill and open a new landfill facility in the Victor Valley to accommodate long-term regional growth. Consider a program to convert a portion of waste to energy.

9.6 OBJECTIVE: Provide an adaptable telecommunications system

The economy heavily relies on a modern telecommunications system. This is particularly important for Victorville, which is on the periphery of the Los Angeles – San Bernardino economic region. Additionally, an adaptable, modern telecommunications system is part of the infrastructure that needs to be in place to support economic development.

A connection point for telecommunications is provided in the southeast corner of the site, along Stoddard Wells Road. A fiber hub is planned at the south side of the Mojave River.

POLICIES:

9.6.1 A complete and adaptable telecommunications infrastructure

Telephone, cable, and a fiber optic backbone system shall be provided throughout Desert Gateway.

9.6.2 Wireless communications

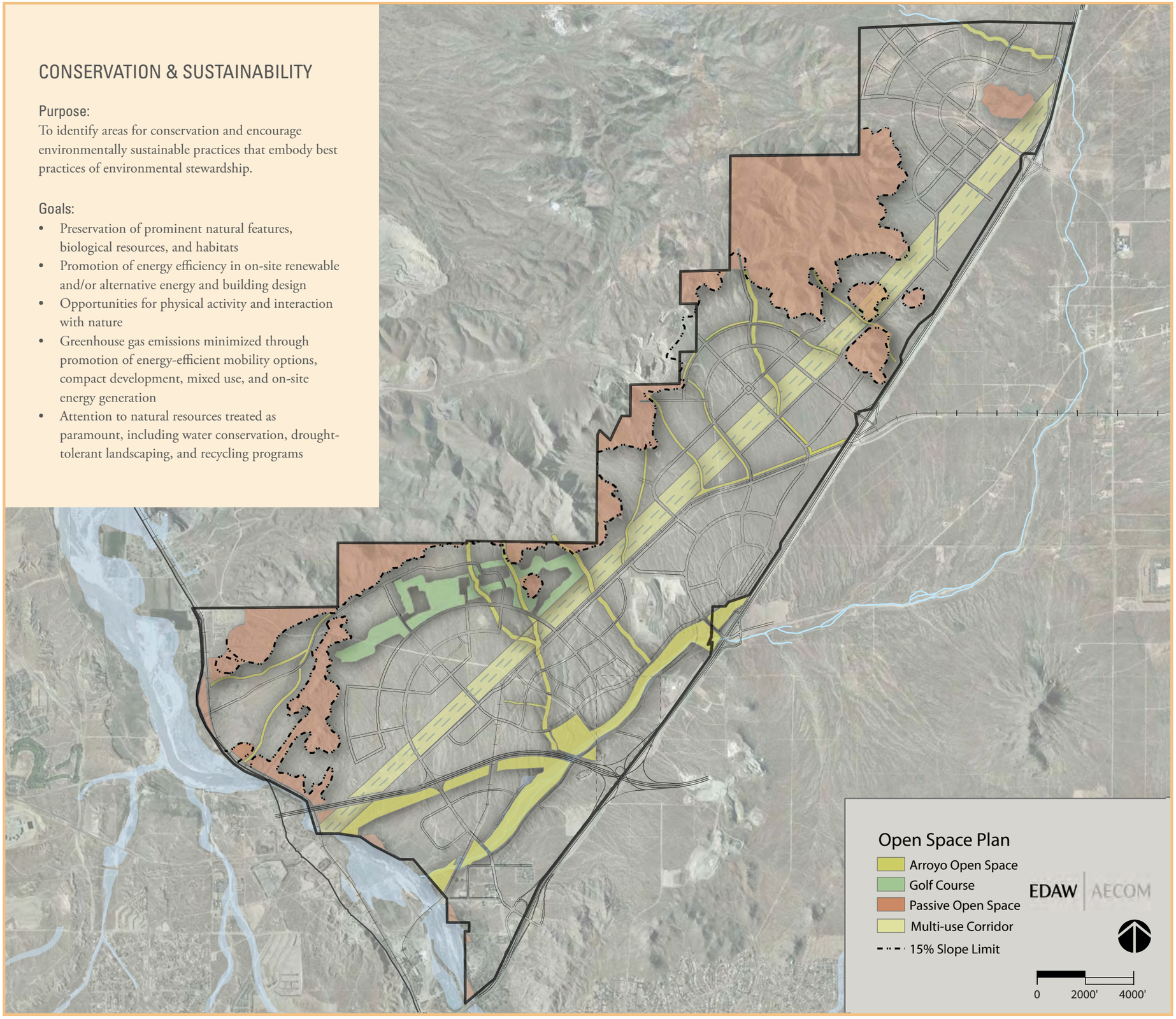
Consider wireless telecommunications infrastructure as part of individual site development projects.

Commercial mobile radio services, such as cellular towers, shall be co-located with other buildings and structures to minimize visual impacts.

CONSERVATION & SUSTAINABILITY

Purpose:
To identify areas for conservation and encourage environmentally sustainable practices that embody best practices of environmental stewardship.

Goals:
- Preservation of prominent natural features, biological resources, and habitats
- Promotion of energy efficiency in on-site renewable and/or alternative energy and building design
- Opportunities for physical activity and interaction with nature
- Greenhouse gas emissions minimized through promotion of energy-efficient mobility options, compact development, mixed use, and on-site energy generation
- Attention to natural resources treated as paramount, including water conservation, drought-tolerant landscaping, and recycling programs



CHAPTER 10:
CONSERVATION & SUSTAINABILITY

INTRODUCTION

Desert Gateway is designed as an environmentally responsible community based on the principles of conservation and sustainability. Sustainability or sustainable development "is development that meets the needs of the present without compromising the ability of future generations to meet their own needs." This Specific Plan seeks harmony with the desert environment by preserving open space corridors, protecting sensitive biological resources, maintaining natural hillsides, and encouraging human interaction with nature. It also includes the generation of renewable energy, conserving limited energy and water resources, and promoting alternative forms of transportation.

The structure principles are:
- Preservation of hillsides and sensitive biological resources
- Open space thread throughout the site
- Sustainable practices implemented at all levels and stages of development

10.1 OBJECTIVE: Strategically preserve natural land features within Desert Gateway as open space

Desert Gateway maintains a variety of open spaces that are either free from development or developed with low-intensity uses that respect natural environmental characteristics. Protected open spaces are identified in Figure 10.2. The Open Space designation includes areas that are permanently maintained in a substantially natural state, including steep hillsides, washes, flood hazard areas, and sensitive biological resources, as well as man-made major utility corridors. These areas are threaded throughout neighborhoods, responding to natural topography and water features.

The most significant open space corridors are located between the industrial and business parks located in the southwestern portion of Desert Gateway. The large utility easement corridor that roughly bisects Desert Gateway from I-15 in the northeast to the proposed High Desert Corridor alignment in the southwest corner of Desert Gateway functions as an open space corridor. Preservation of these lands as open space provides important and significant opportunities for physical activity, social interaction, and human interaction with nature; conservation of natural biological resources; and protection of human health and property from hazards. The Specific Plan will perpetuate immediate access to area open space, natural amenities, Quartzsite Mountain and other adjacent land owned by the Bureau of Land Management.

"Plans to protect air and water, wilderness and wildlife are in fact plans to protect man."
- Stewart Udall

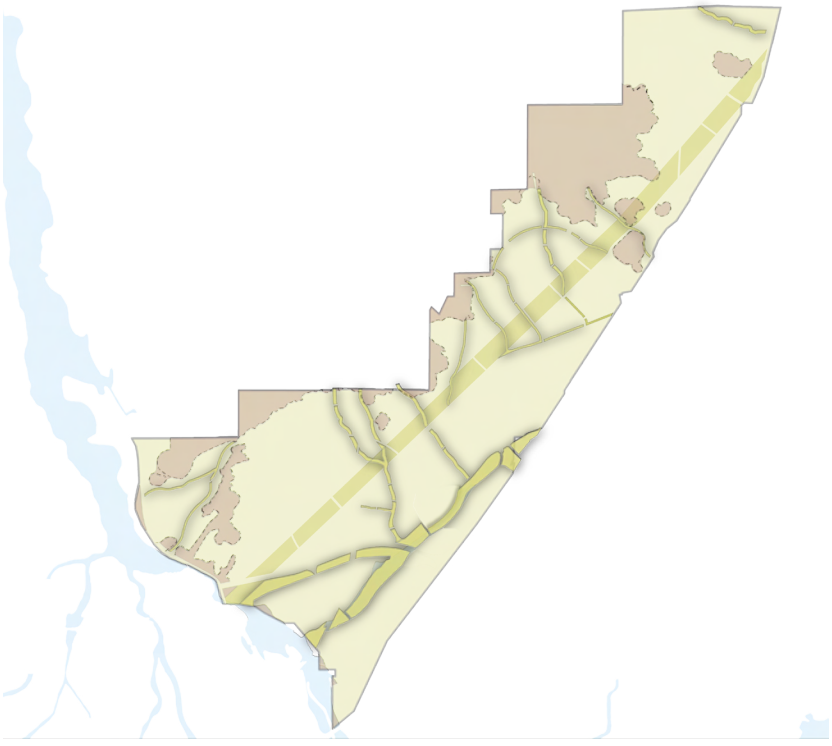


Figure 10.2 Open space plan, including arroyos and passive open space

Figure 10.3 Desert Gateway in 2007

Human Benefits of Green Spaces

Scientific research demonstrates that human interaction with urban parks and open or green spaces provides the following benefits:

- Enhanced concentration
- Improved employee attitudes and well-being
- Stress reduction
- Reduced domestic conflict
- Less school aggression and violence

Source: University of Washington Center for Urban Horticulture.

POLICIES:

10.1.1 Natural landforms and features should be integral components of project design

Take advantage of natural landforms and features to create a unique urban community integrated with the natural environment, provide scenic public and private views, protect biological resources, link neighborhoods with open space corridors, and buffer the individual neighborhoods.

10.1.2 Conserve open spaces inhabited by sensitive biological resources

Buildings and infrastructure shall not be sited within sensitive biological resource areas.

10.1.3 Preserve existing topography and landforms

Some modifications in existing contours of Desert Gateway will be necessary to allow for development, grading and other earthmoving activities. Grading shall work with the natural topography in Desert Gateway.

10.1.4 Design open spaces to promote human development

Desert Gateway will maximize opportunities for human interaction with nature by integrating nature into the urban, man-made landscape, and designing open spaces with opportunities for physical activity, including trails and spaces to promote physical activity and exercise and private spaces to allow passive enjoyment of nature.

10.2 OBJECTIVE: Preserve steep hillsides in a natural state

Desert Gateway features a unique and varied topography that includes steep hillsides as shown on the diagram of the first page of this Chapter. Protection of steep hillsides in a natural vegetated state minimizes erosion potential, protects plant and animal habitats, and helps maintain natural water systems. Maintaining steep hillsides also protects the unique setting of the natural landscape to foster a community with a distinctive sense of place and aesthetic interest.

POLICY:

10.2.1 Protect steep hillsides from development

Development shall not occur on hillsides within the open space areas shown in Figure 10.2. Steep hillsides will be maintained in a natural and/or vegetated state or restored if affected by temporary construction operations.

10.3 OBJECTIVE: Protect sensitive biological resources

The Specific Plan area lies within the southwestern Mojave Desert, which is composed primarily of Creosote Bush scrub and saltbush scrub plant communities. Also occurring within the Specific Plan area are rabbitbrush scrub, Joshua Tree woodland, and along the Mojave River corridor, riparian communities containing Fremont Cottonwood, willows, White Alder, and California Sycamore. The Mojave River provides valuable riparian resources, regulated waters and wetlands, and is a seasonally important resource for migratory birds and other wildlife in the region.

The entire project site is within the 6.2-million-acre West Mojave Plan Area (WMPA), which includes public and private lands in portions of San Bernardino, Inyo, Kern, and Los Angeles counties. The West Mojave Plan (WMP) has been prepared for the WMPA and a federal land use amendment, released in January 2005, provides a comprehensive framework for the conservation of the desert tortoise, the Mohave ground squirrel, and nearly 100 other sensitive plants and wildlife species and the natural communities of which they are a part. It would amend the Bureau of Land Management's California Desert Conservation Area Plan for public lands and would serve as a habitat conservation plan for private lands. Nonfederal entities in the WMPA are in the process of preparing a habitat conservation plan in support of "incidental take" permits pursuant to section 10(a)(1)(B) of the federal Endangered Species Act. When adopted, the WMP will provide guidance on impact assessment and mitigation requirements for sensitive species and habitats within the project site.

POLICY:

10.3.1 Preserve sensitive biological resource areas

Site-specific, sensitive biological resources shall be identified. These resources should generally be preserved and/or restored on-site. Where such resources are more appropriately preserved elsewhere, adequate mitigation shall be provided. Connections

Energy and Community Design

The design and density of buildings greatly influence energy consumption. Consider the following:

- Nationally, buildings are responsible for about half (48%) of all energy consumption, while more than three-fourths (76%) of power plant-generated electricity is used to operate buildings.
- Transportation activities represent over one-fourth (27%) of all energy consumption in the United States.
- Southern California Edison, the most likely electric utility provider for Desert Gateway, derives almost two-thirds (62%) of its electricity from fossil fuel combustion.

Desert Gateway will set an example of energy-efficient community design through a compact community form that reduces the amount and distance of automobile trips, supports alternative transportation, provides green buildings, and generates renewable energy.

"I'd put my money on the sun and solar energy. What a source of power! I hope we don't have to wait 'til oil and coal run out before we tackle that."
- Thomas Edison

and corridors between habitat areas must be protected, and habitats should never be fragmented. Sensitive or otherwise protected species shall be protected and preserved in compliance with applicable local, state, and federal laws.

10.4 OBJECTIVE: Minimize consumption of finite energy resources, reduce greenhouse gas emissions, and promote clean air

Energy is fundamental to the economy and quality of life of any community, including Desert Gateway. Reliance on finite fossil fuels as energy sources to power these activities results in negative environmental impacts such as air pollution and global climate change. Since fossil fuels are finite, nonrenewable energy sources that cannot be replaced, a community dependent on fossil fuels is not sustainable.

The technology and knowledge exist to complement fossil fuels with alternative energy sources. For example, the design of buildings and the built environment can greatly influence levels of energy consumption and the type of energy consumed. The design of the built environment largely influences energy consumption by affecting how far and how much individuals travel by automobile to complete their daily activities. To increase energy efficiency, promote clean air, and limit global warming emissions, this Specific Plan promotes conservation of energy derived from fossil fuels and generating a portion of its own energy needs with renewable energy sources.

Benefits of Green Buildings

Environmental benefits
- Enhance and protect ecosystems and biodiversity
- Improve air and water quality
- Reduce solid waste
- Conserve natural resources

Economic benefits
- Reduce operating costs
- Enhance asset value and profits
- Improve employee productivity and satisfaction
- Optimize life-cycle economic performance

Health and community benefits:
- Improve air, thermal, and acoustic environments
- Enhance occupant comfort and health
- Minimize strain on local infrastructure
- Contribute to overall quality of life

POLICIES:

10.4.1 Think global, act local

Development within Desert Gateway should reduce its impact on the global environment by striving toward a partially self-sufficient community that generates a portion of its own energy; uses local building and landscape materials; purchases food from local farmers; minimizes operational energy of buildings and infrastructure; realizes a compact form to reduce the length and frequency of automobile trips; and promotes alternative transportation options to provide people and businesses with transport choices that allow them to save energy and money.

10.4.2 Construct "green" buildings

Promote the design and construct public and private buildings using building practices that substantially meet accepted industry

guidelines for green construction and sustainable practices, which may include:

- Site design and building orientation that address factors such as passive solar gain and solar access, cross ventilation, shade, prevailing winds, landscape and tree planting, and sun screens.
- Adequate insulation to reduce air conditioning demand in the summer and heating during winter.
- Use of reclaimed or recycled building materials, or materials derived from renewable sources (such as wood from a sustainable forest).
- Utilization of solar energy through the installation of photovoltaic (PV) solar panels and/or solar hot water heaters.
- Use of accepted industry guidelines for energy-efficient rating for appliances and mechanical equipment installed by builders, when the option is available.

10.4.3 Promote alternative transportation options

Desert Gateway is designed with compact form, higher densities, and urban design measures to promote alternative transportation options like public transit, walking, electric vehicles, and bicycling to realize substantial energy savings and other benefits such as cleaner air, reduced greenhouse gas emissions, reduced traffic congestion, and lower transportation-related spending for consumers. At least one site for the charging of electric vehicles shall be provided.

10.4.4 Provide energy for the community

Landfill gas from Victorville Sanitary Landfill shall be recovered, converted and used as an energy source. Landfill gas recovery will reduce the amount of harmful greenhouse gas (methane) and air pollution emissions from this landfill, leading to cleaner air, reduced health risks, and less contribution to global climate change. Recovering landfill gas will also create jobs and help the local economy. Once closed, the landfill may also be covered with solar panels to harness clean, renewable energy for Desert Gateway from the sun.

10.4.5 Reduce embodied energy

Embodied energy describes the amount of energy required during the lifecycle of a product including extraction, manufacture, transport, installation, and disposal. Promote materials for the construction of buildings and infrastructure in the Desert Gateway with a low embodied energy.

Benefits of Recovering Landfill Gas

- Decreased methane emissions, a potent greenhouse gas
- Alternative source of energy for the community
- Improved local air quality
- Job creation, revenue and cost savings
- Near-elimination of landfill odors

Figure 10.4: Housing with solar panels

10.4.6 Minimize the amount of energy consumed by infrastructure and equipment

Public and quasi-public infrastructure should incorporate cost-effective, energy-efficient technology and design available at the time of construction.

Water consumption and wastewater generation shall be managed to reduce energy consumption associated with operation of water and wastewater systems.

Outdoor lighting shall have efficient operational energy and be used conservatively.

10.4.7 Create a supportive regulatory environment

Design standards and covenants, conditions, and restrictions that preclude builders or property owners from installing renewable energy systems such as photovoltaic solar panels and small wind turbine systems should be avoided.

Incentive programs to achieve maximum implementation of sustainable and green practices are encouraged.

10.4.8 Support the efforts of the Mojave Desert Air Quality Management District to improve air quality in the High Desert

Projects within this Specific Plan will comply with all applicable rules, regulations, and plans of the Mojave Desert Air Quality Management District.

Construction within Desert Gateway shall incorporate cost-effective, energy-efficient, low-emission equipment and practices available at the time of construction.

10.4.9 Commit to sustainable development practices

Buildings are encouraged to exceed Energy Code requirements for energy efficiency.

Design and construct buildings to meet accepted industry guidelines for green construction.

Solar power generation is encouraged on buildings in Desert Gateway. Consider orienting houses within 30 degrees of north or south to create optimum conditions for use of passive and active solar strategies.

Office, industrial, retail commercial, and any other private nonresidential development projects should derive a portion of their energy consumption from renewable energy sources.

All City-owned public buildings in Desert Gateway should meet accepted industry guidelines for green construction.

10.5 OBJECTIVE: Incorporate sustainable principles into community design

Proven practices can be applied to make a community more sustainable. For example, placing trees and plants strategically and using light-colored, high-albedo roofing and paving materials can mitigate the Urban Heat Island Effect and reduce energy consumption and human health impacts by significantly lowering air temperature and ozone formation within urbanized areas. Selecting materials that require less energy to produce and are extracted, processed, and manufactured locally reduces energy consumption and pollution, and supports the local economy. Recycling of materials prevents the waste of potentially useful materials, reduces consumption of finite materials, and reduces energy consumption and greenhouse gas emissions.

POLICIES:

10.5.1 Mitigate the Urban Heat Island Effect

Use cool roofing materials and paint with light-colored, high-albedo materials (solar reflectance index [SRI] of at least 0.3) to reduce heat build-up. Also provide light-colored, high-albedo pavement materials within roads and parking lots. Open grid paving such as pervious concrete and semipervious pavements also reduces heat build-up. Shade trees and shade structures (when covered with high SRI material) should cover nonroof impervious site landscape on public and private property (including roads, sidewalks, courtyards, parking lots, and driveways). Dark materials on roofs and roads should be avoided unless shaded.

10.5.2 Select and use sustainable materials

Desert Gateway should use materials for buildings, infrastructure, and landscape that require reduced resource input to create or maintain, including rapidly renewable materials (available for use within 10 years of harvest); reused materials; materials composed of recycled content; and materials that are extracted, processed, and manufactured locally.

Mitigating the Urban Heat Island Effect

By replacing natural land cover with pavement, buildings, and other infrastructure, urban and suburban areas can experience temperatures up to 10 degrees (Fahrenheit) higher than nearby rural areas. Elevated temperatures impact the community by increasing peak energy demand, air conditioning costs, local air pollution levels, and heat-related illness and mortality.

Desert Gateway will incorporate proven sustainability practices such as light-colored roofing and pavement, green spaces, and shading to minimize the potential for elevated temperatures and the associated impacts.

10.5.3 Avoid materials, products, and practices that would harm human health or the environment

Materials and material by-products with potential to build up toxic concentrations in the tissue of humans and organisms or known to cause cancer or reproductive harm should be avoided. Landscape materials requiring use of harmful pesticides and herbicides should be avoided.

10.5.4 Reuse and recycle waste associated with all phases of the community

A construction waste management plan that identifies materials to be diverted from disposal and whether the materials will be sorted on-site or commingled shall be provided for every project requiring either discretionary or ministerial approval.

Nonrecoverable materials should be directed to energy recovery processes.

Recycling services should be provided to all residential and nonresidential customers in Desert Gateway. Services that facilitate the recycling of as many materials as possible are strongly encouraged.

10.5.5 The design of the golf course should minimize impacts to the natural environment

Figure 10.5 Golf course designed for a desert environment

The golf course shall be designed to minimize or avoid loss, damage, or fragmentation of sensitive biological resources; irrigation water demand; and fertilizer and pesticide impacts. Preferable design strategies include but are not limited to preserving and/or conserving wildlife corridors throughout the course; minimizing the amount of turf areas; planting drought-tolerant turf grass and landscape materials; revegetating out-of-play areas to compensate for vegetation removal; and installing appropriate infrastructure so reclaimed wastewater can be delivered for irrigation when it is made available in the future.

10.5.6 Statement of sustainability

Land use applications requiring discretionary review shall provide a statement describing how these policies in Objective 10.5 are addressed by the project.

10.6 OBJECTIVE: Promote the efficient use of water

Desert Gateway is located in an arid climate that receives an annual average of about 5.5 inches of precipitation. Furthermore, urban development can also change natural site hydrology. Typical urban development substantially increases the volume of and level of pollutants within storm water runoff and greatly decreases infiltration to groundwater. With a growing population, and increasing urbanization and demand for water in the Victor Valley and High Desert region, water conservation and water quality policies are essential to preserving this valuable natural resource for current and future generations.

POLICIES:

10.6.1 Treat water as a valuable natural resource that should be used conservatively, cleaned, and reused

Water should not be treated as a waste product to be captured and conveyed off-site in Desert Gateway. Precipitation, potable water, rainwater, and greywater should be harvested, used, reused, and distributed to maximize both environmental and human benefits.

10.6.2 Incorporate drought-tolerant, desert-friendly landscape design

Landscaping within both public and private areas shall incorporate native drought-tolerant species to minimize or avoid the need for watering.

Turf areas shall be avoided on private property and provided only where essential to the function of the land use on public property. Artificial turf is encouraged.

Group plants with similar water needs together to maximize irrigation efficiency.

Use soil improvement techniques and landscape materials to maximize water retention and infiltration rates.
Avoid use of invasive, nonnative species.

Select plants to fit existing soil and drainage conditions instead of changing soil and drainage conditions to fit a desired plant list.

Figure 10.6 Desert-friendly landscaping

Figure 10.7 Desert-friendly landscaping

Water Conservation Saves Energy

Approximately 20 percent of California's electricity demand and over 30 percent of natural gas demand are associated with the extraction, conveyance, treatment, and delivery of water. By establishing policies that conserve water, this Specific Plan is also saving energy and limiting greenhouse gas pollution.

Source: California Energy Commission.

10.6.3 Use recycled greywater and wastewater for landscape irrigation and other nonpotable water uses

Install appropriate infrastructure so reclaimed wastewater can be delivered for landscape irrigation when it is made available, consistent with City water and wastewater master planning.

10.6.4 Provide water conservation devices and appliances

Water- and energy-efficient irrigation systems shall be provided, such as weather-responsive irrigation systems.

Low-flow toilets, showerheads, faucets, washing machines, and other water-conserving appliances should be installed throughout Desert Gateway.

10.6.5 Achieve target water balance conditions

The proportions of water inputs to the site (by precipitation, surface flow, and piped-in supply) and outputs from site (from evapotranspiration, runoff, and water that infiltrates the soil) should have no negative effect on the environment. This target water balance can be achieved through many techniques such as use of pervious and semi-pervious materials, vegetation and plants, and breaking up of compacted soil to allow water to infiltrate the soil; maintaining existing drainage patterns; and directing runoff from impervious areas to water quality facilities such as constructed wetlands and vegetated soil-based infiltration systems before conveying off-site.

CHAPTER 11:
DEVELOPMENT STANDARDS

11.1 OBJECTIVE: Use clear development standards for a range of single family housing types

To provide for a range of single family housing types at varying densities to support transit service and attract economic development, special development standards are needed. Increased density demands enhanced design and predictable standards to realize a special urban place.

POLICY

11.1.1 Development standards for single family housing

All single family housing shall conform to the development standards in this chapter. The Design Guidelines in Chapter 12 supplement these development standards.

A request to modify these standards through an individual development application requires approval of a Site Plan (Chapter 18.71, Victorville Municipal Code, as amended from time-to-time). Any modification must result in a superior development project. A preliminary development plan required by Policy 14.3.2 of this Specific Plan may not modify these single family development standards.

11.2 OBJECTIVE: Use City-wide development standards for all other land uses

Development standards to guide site planning are set forth in the Victorville Municipal Code and adopted design guidelines.

POLICY

11.2.1 Development standards for all land uses, except single family housing

City-wide development standards apply to all land uses, except single family housing, unless otherwise provided by this Specific Plan.

Development standards unique to Desert Gateway that modify City-wide standards may be established in a development plan, which is required for every village or district (or portion thereof), pursuant to Policy 14.3.2 of this Specific Plan.

Zone Compatibility Table

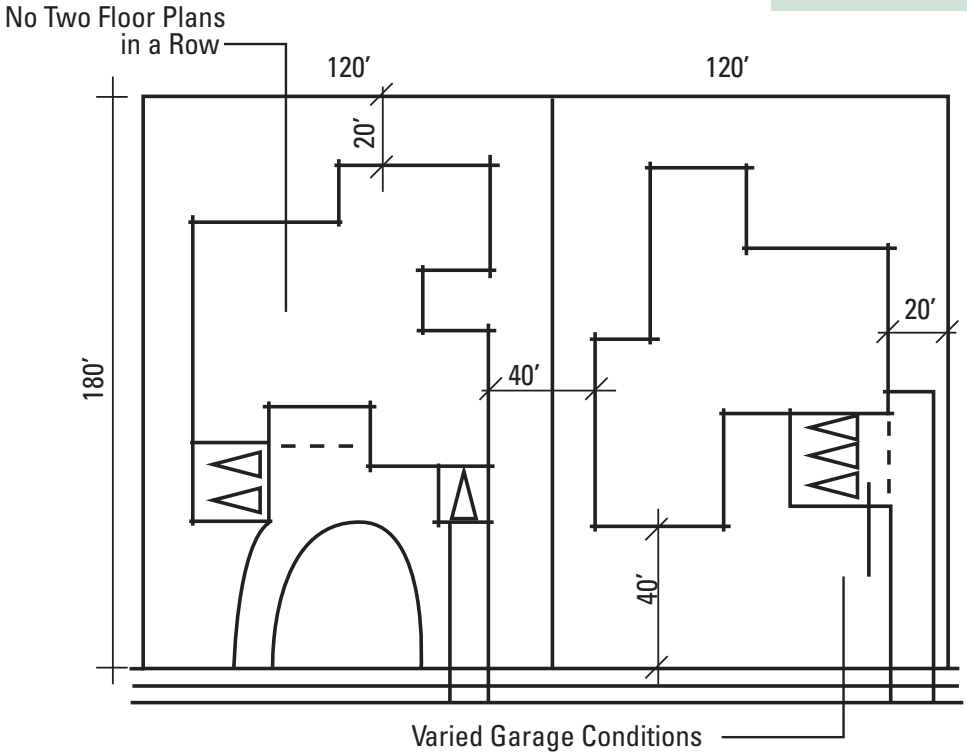
Desert Gateway Land Uses	Victorville Zones							
	R-3	R-4	MU	C-1	C-2	I.P.D	M-1	M-2
Multi-Family—Low	●	○						
Multi-Family—Medium		●	●					
Mixed Use Town Center			●					
Mixed Use Village Center			●					
Commercial				●	○			
Business Park				●	●	○		
Light Industrial						●	○	
Heavy Industrial								●

● Primary Compatible Zone
○ Secondary Compatible Zone

Estate

120' X 180' (21,500 SF Lots)
Single Family Detatched Lots

Village Locations
Custom Homes
Desert Foothills
Golf Course Community



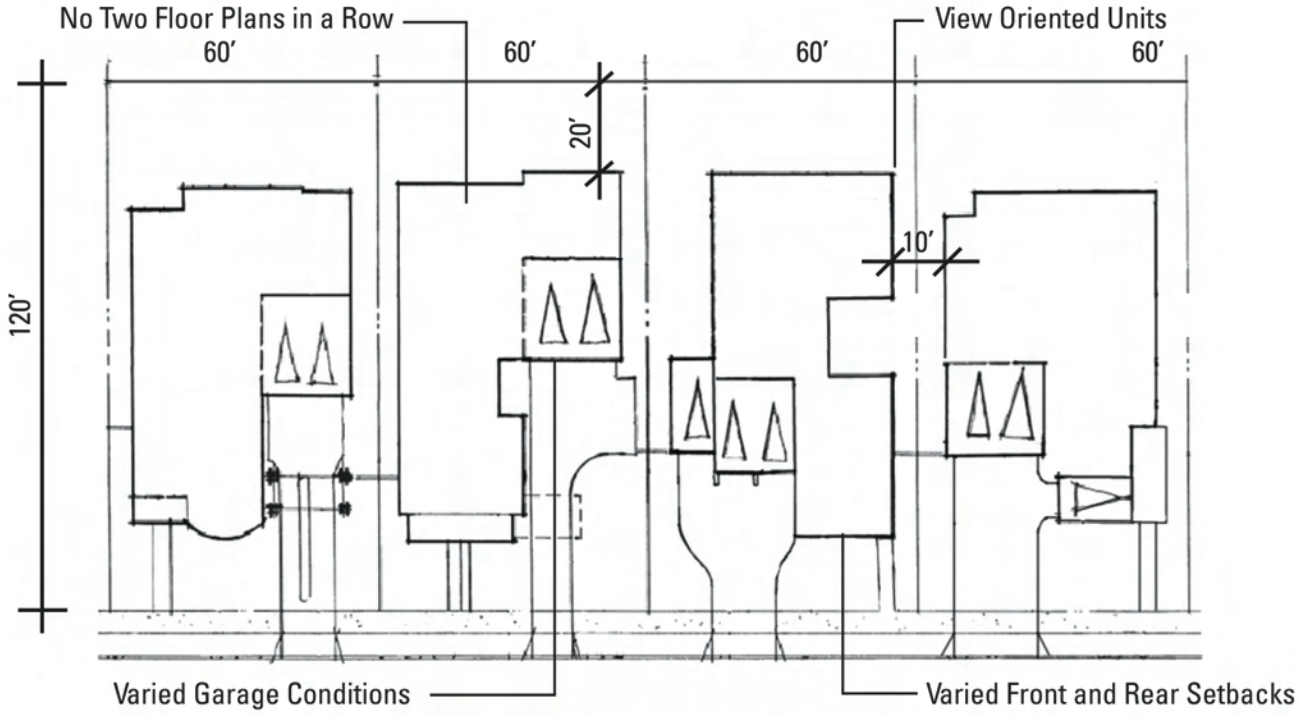
Product Criteria	
Lot Size	21,500 SF lot min.
Plan Sq. Ft. Range	4,000-10,000 SF
Expected Net Density	2 DU/ Acre
Setbacks	
Front to back of sidewalks	
Living	40'
Corner/Street Side	20'
Side Setback	20' min.
Rear Setback	
Living	20' min.
Garage Setback	
Shallow Recess	40' Front
Building Height (2 story)	30' per ICC
Parking	2 Private
Architectural Styles	Varied styles proposed
Floor Area Ratio (F.A.R.)	30% - 50%

Ranch

60' X 120' (7,200 SF Lots)
Single Family Detached Lots

Village Locations

- Desert Foothills
- Desert Canyons
- Desert Bluffs
- Desert Plains
- Golf Course Community
- Arroyo Park

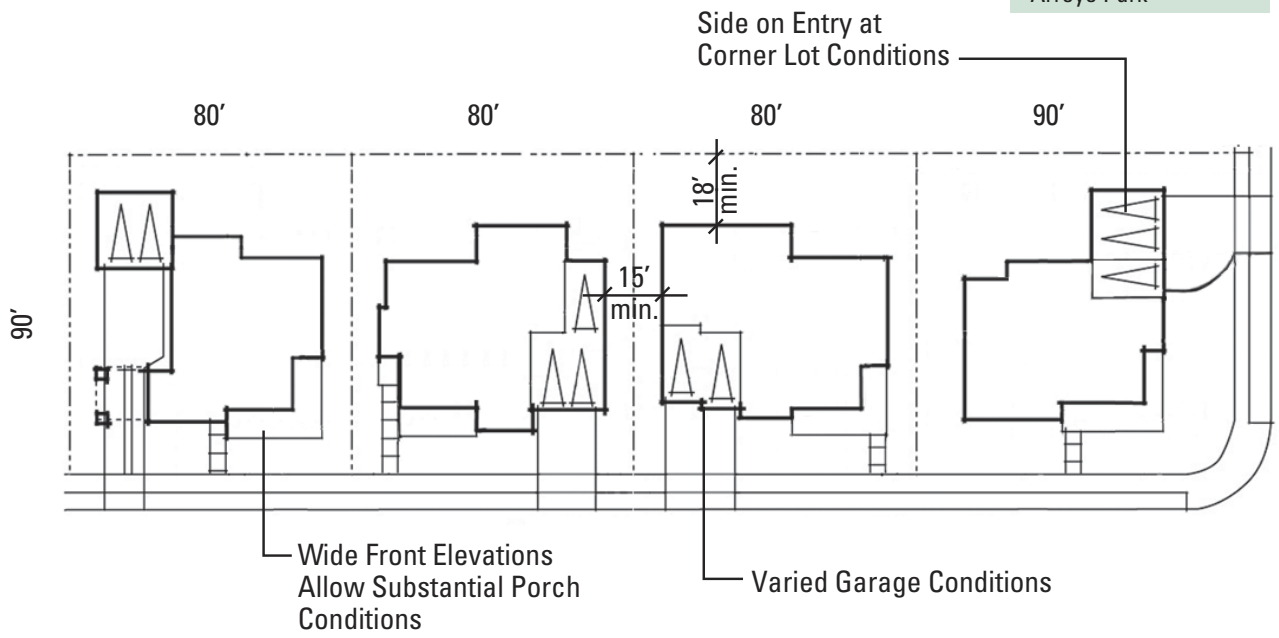


Product Criteria	
Lot Size	7,200 SF lot min.
Plan Sq. Ft. Range	3,200-4,300 SF
Expected Net Density	3 DU/ Acre
Setbacks	
Front to back of sidewalks	
Porch/courtyards	10'
Living	15'
Corner/Street Side	15'
Side Setback	5' and 10' min.
Rear Setback	
Living	20' min./25' avg.
Garage Setback	
Shallow Recess	20' Front
Swing-In	12' Front
Rear	10' Rear
Building Height (2 and 3 story)	36' per ICC
Parking	2 Private
Architectural Styles	Varied styles proposed
Floor Area Ratio (F.A.R.)	40% - 60%

Villa

80' X 90' (7,200 SF. Lots)
Single Family Detached Lots
Wide-Shallow Concept

Village Locations
- Desert Foothills
- Desert Canyons
- Desert Bluffs
- Desert Plains
- Golf Course Community
- Arroyo Park



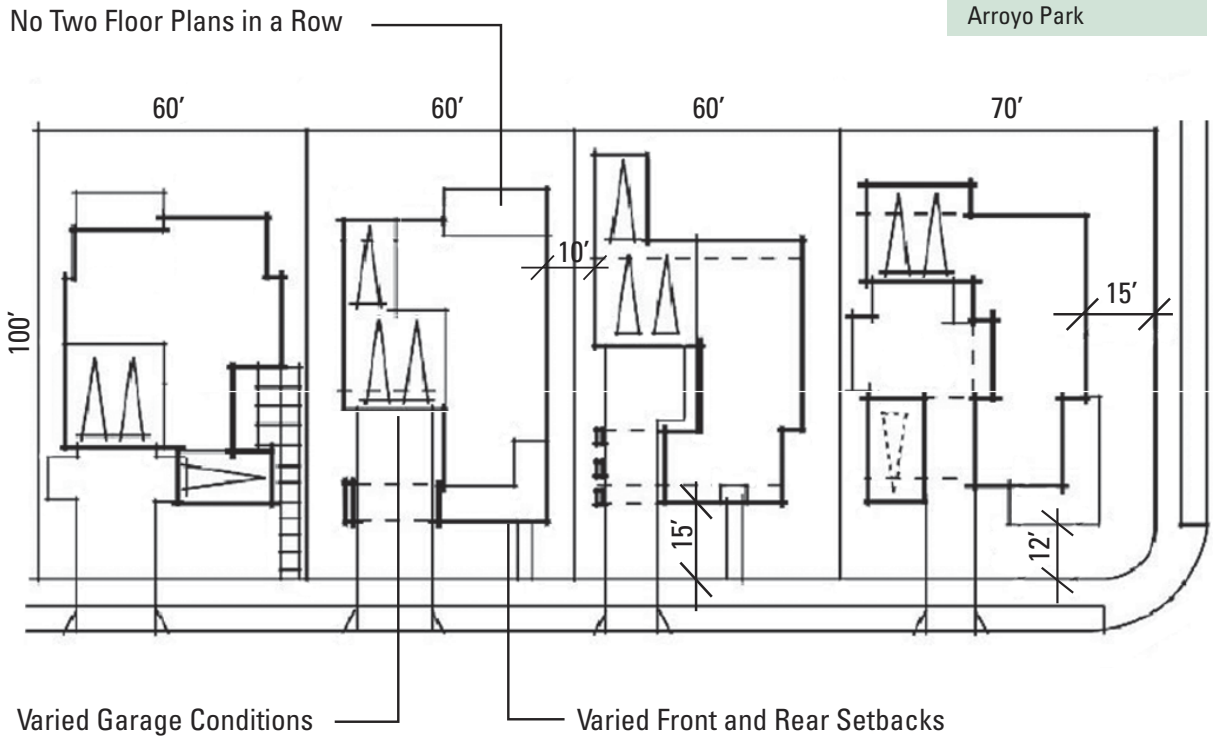
Product Criteria	
Lot Size	7,200 SF Lot
Plan Sq. Ft. Range	3,200 - 4,300 SF
Expected Net Density	3.7 DU/Acre
Setbacks	
Front to back of sidewalks	
Porch/courtyards	10'
Living	15'
Corner/Street Side	15'
Side Setback	7.5 ' min.
Rear Setback	
Living	18' min./ 23' avg.
Garage Setback	
Shallow Recess	18'
Swing-In	12'
Rear	5'
Building Height (2 and 3 story)	36' Per ICC
Parking	2 Private
Architectural Styles	Varied styles proposed
Floor Area Ratio (F.A.R.)	40% - 60%

Traditional

60' X 100' (6,000 S.F. Lots)
Single Family Detached Lots

Village Locations

- Desert Foothills
- Desert Canyons
- Desert Bluffs
- Desert Plains
- Golf Course Community
- Arroyo Park



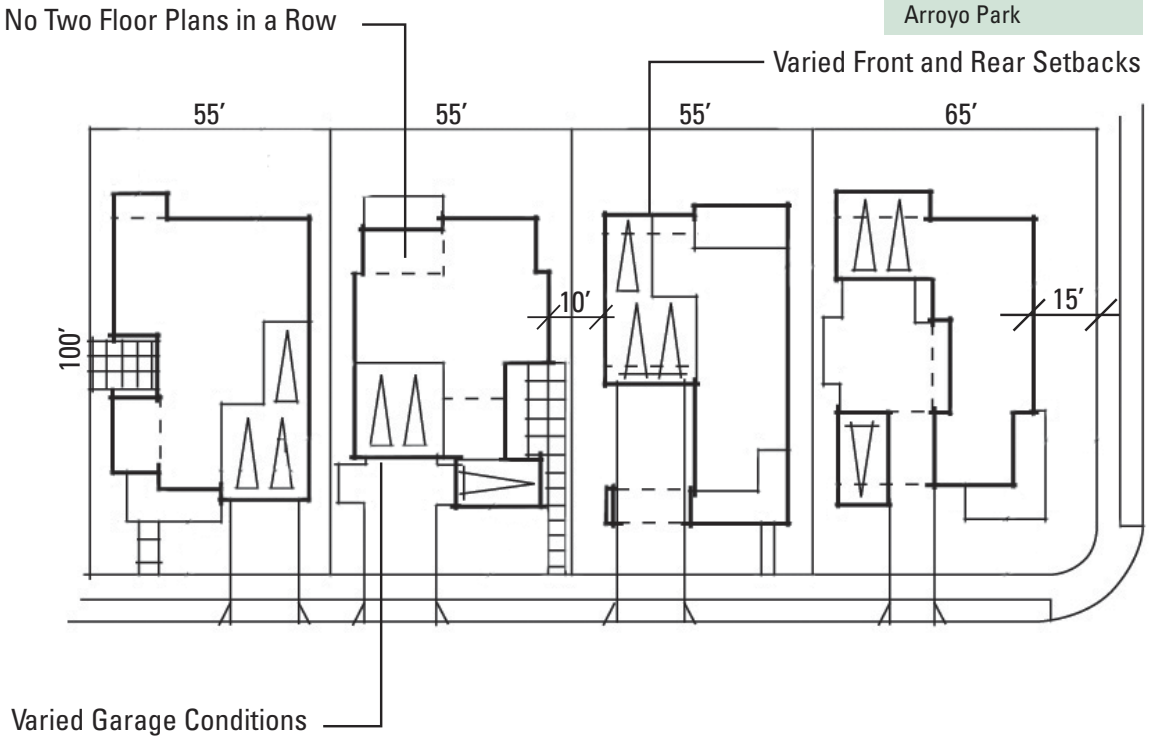
Product Criteria	
Lot Size	6,000 SF lot min.
Plan Sq. Ft. Range	2,700-3,600 SF
Expected Net Density	4-4.5 DU/Acre
Setbacks	
Front to back of sidewalks	
Porch/courtyards	10'
Living	15'
Corner/Street Side	15'
Side Setback	5'
Rear Setback	
Living	20' min.
Garage Setback	
Shallow Recess	18'
Rear	5'
Building Height (2 and 3 story)	36' Per ICC
Parking	2 Private / 1 Guest
Architectural Styles	Varied styles proposed
Floor Area Ratio (F.A.R.)	40% - 60%

Bungalow

55' X 100' (5,500 SF. Lots)
Single Family Detached Lots

Village Locations

- Desert Foothills
- Desert Canyons
- Desert Bluffs
- Desert Plains
- Golf Course Community
- Arroyo Park

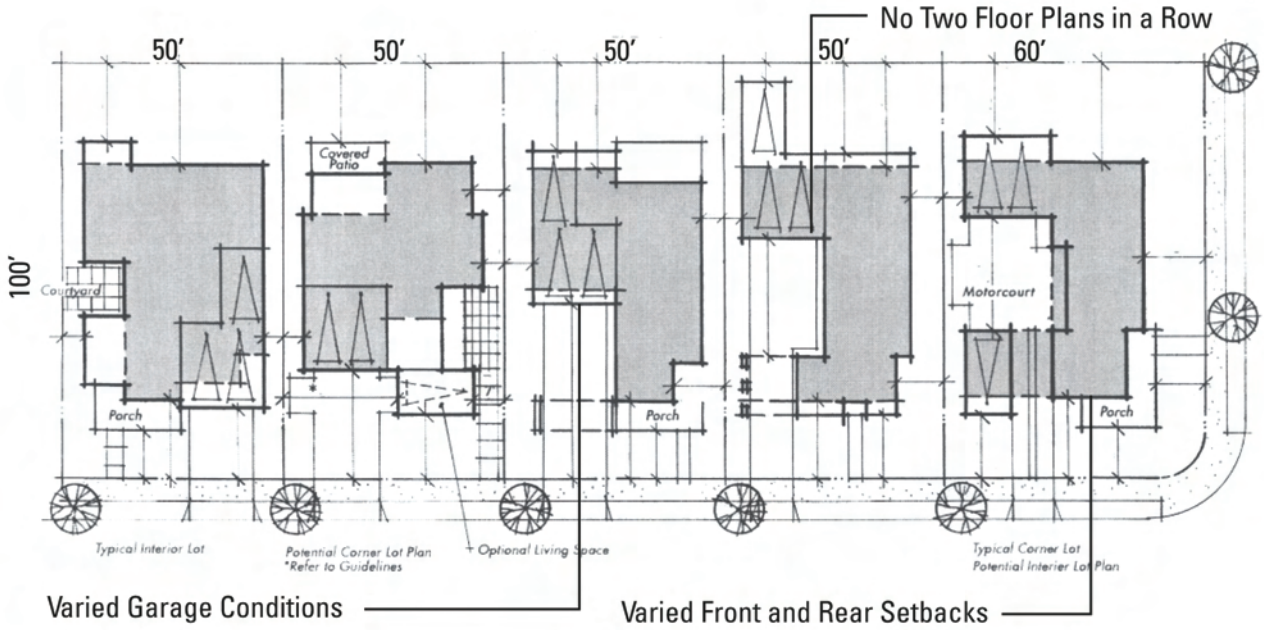


Product Criteria	
Lot Size	5,500 SF lot min.
Plan Sq. Ft. Range	2,400-3,300 SF
Expected Net Density	4.5-5 DU/Acre
Setbacks	
Front to back of sidewalks	
Porch/courtyards	10'
Living	15'
Corner/Street Side	15'
Side Setback	5'
Rear Setback	
Living	20' min.
Garage Setback	
Shallow Recess	18'
Rear	5'
Building Height (2 and 3 story)	36' Per ICC
Parking	2 Private / 1 Guest
Architectural Styles	Varied styles proposed
Floor Area Ratio (F.A.R.)	40% - 60%

Cottage

50' X 100' (5,000 SF Lots)
Single Family Detached Lots
Wide-Shallow Concept

Village Locations
- Desert Foothills
- Desert Canyons
- Desert Bluffs
- Desert Plains
- Golf Course Community
- Arroyo Park

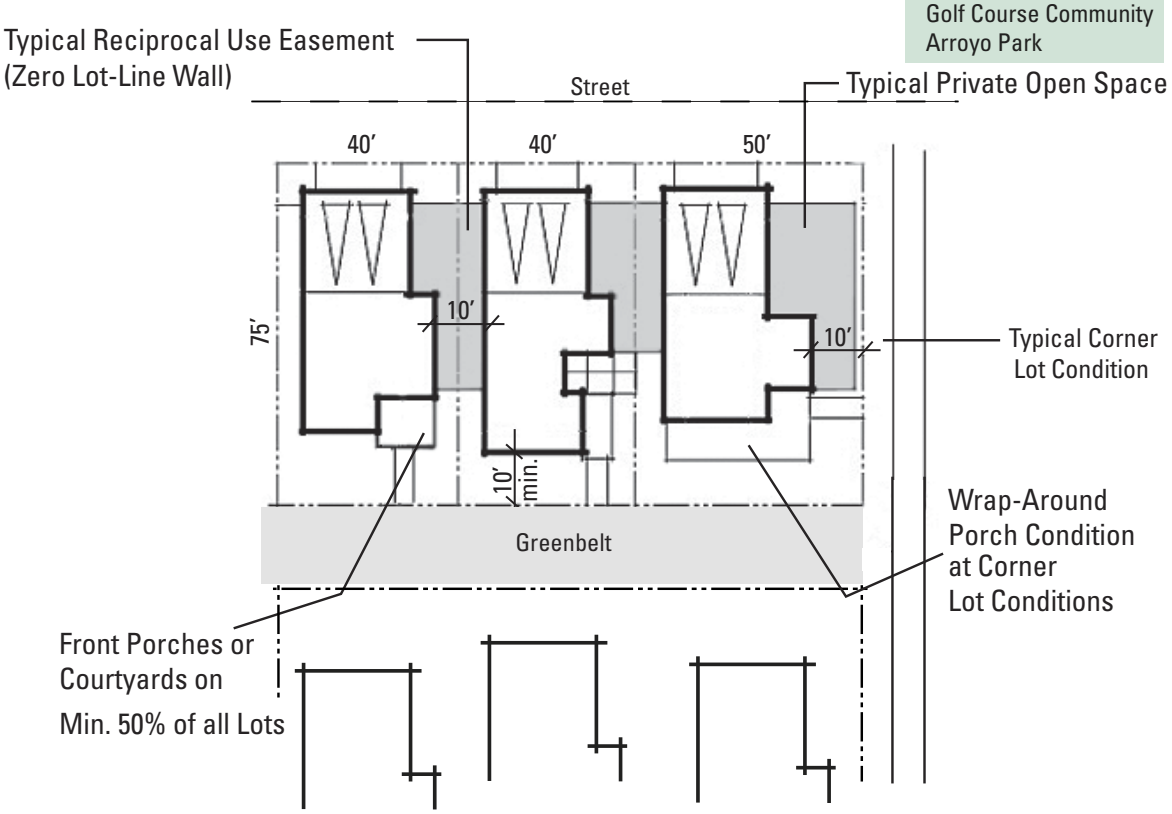


Product Criteria	
Lot Size	5,000 SF lot min.
Plan Sq. Ft. Range	2,250-3,000 SF
Expected Net Density	5-5.5 DU/Acre
Setbacks	
Front to back of sidewalks	
Porch/courtyards	10'
Living	15'
Corner/Street Side	10'
Side Setback	5' min.
Rear Setback	
Living	18' min. / 20' avg.
Garage Setback	
Shallow Recess	18'
Swing-In	12'
Rear	5'
Building Height (2 and 3 story)	36' Per ICC
Parking	2 Private / 1 Guest
Architectural Styles	Varied styles proposed
Floor Area Ratio (F.A.R.)	40% - 60%

Neo-Traditional

40' X 75' (3,000 SF. Lots)
Lane-Loaded Lots (Single Family Detached)

Village Locations
- Desert Foothills
- Desert Canyons
- Desert Bluffs
- Desert Plains
- Golf Course Community
- Arroyo Park



Product Criteria	
Lot Size	3,000 SF lot min.
Plan Sq. Ft. Range	1,500-2,000 SF
Expected Net Density	7.5-8 DU/Acre
Setbacks	
Front to back of sidewalks	
Porch/courtyards	8'
Living	10'
Corner/Street Side	10'
Side Setback	5'
Rear Setback	4' Apron
Between Buildings	
Garage face to garage face	30'
Porch to porch	15'
Side to rear	30'
Building Height (2 and 3 story)	36' Per ICC
Parking	2 Private / 1 Guest
Architectural Styles	Varied styles proposed
Floor Area Ratio (F.A.R.)	50% - 60%

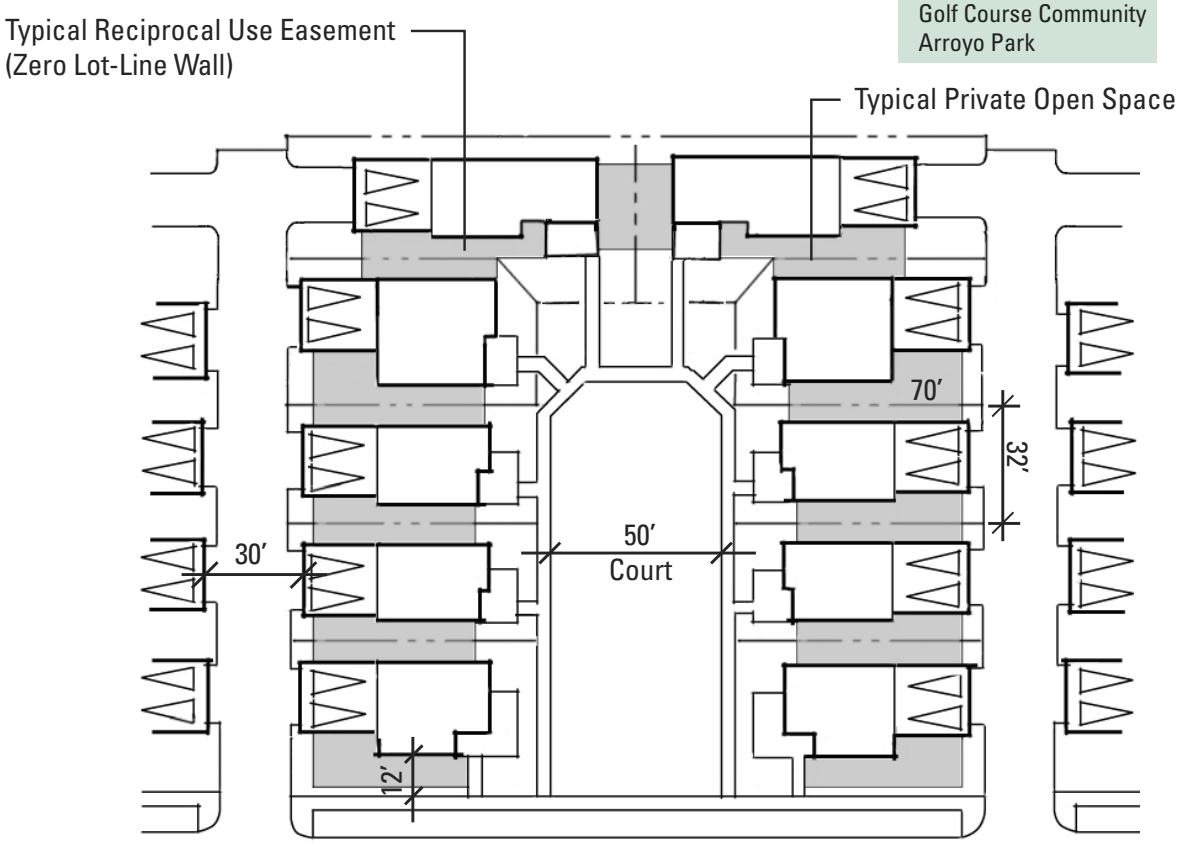
Greencourt

32' X 70' (3,000 S.F. Lots)

Lane-Loaded Greencourt (Single Family Detached)

Village Locations

- Desert Foothills
- Desert Canyons
- Desert Bluffs
- Desert Plains
- Golf Course Community
- Arroyo Park



Product Criteria	
Lot Size	3,000 SF lot min.
Plan Sq. Ft. Range	1,300-1,600 SF
Expected Net Density	9-10 DU/Acre
Setbacks	
Front to back of sidewalks	
Porch/courtyards	8'
Living	10'
Side Setback	5'
Rear Setback	4' Apron
Between Buildings	
Garage face to garage face	30'
Courtyards	
Minimum dimensions	50' (common court)
Building Height (2 and 3 story)	36' Per ICC
Parking	2 Private / 1 Guest
Architectural Styles	Varied styles proposed
Floor Area Ratio (F.A.R.)	40% - 55%

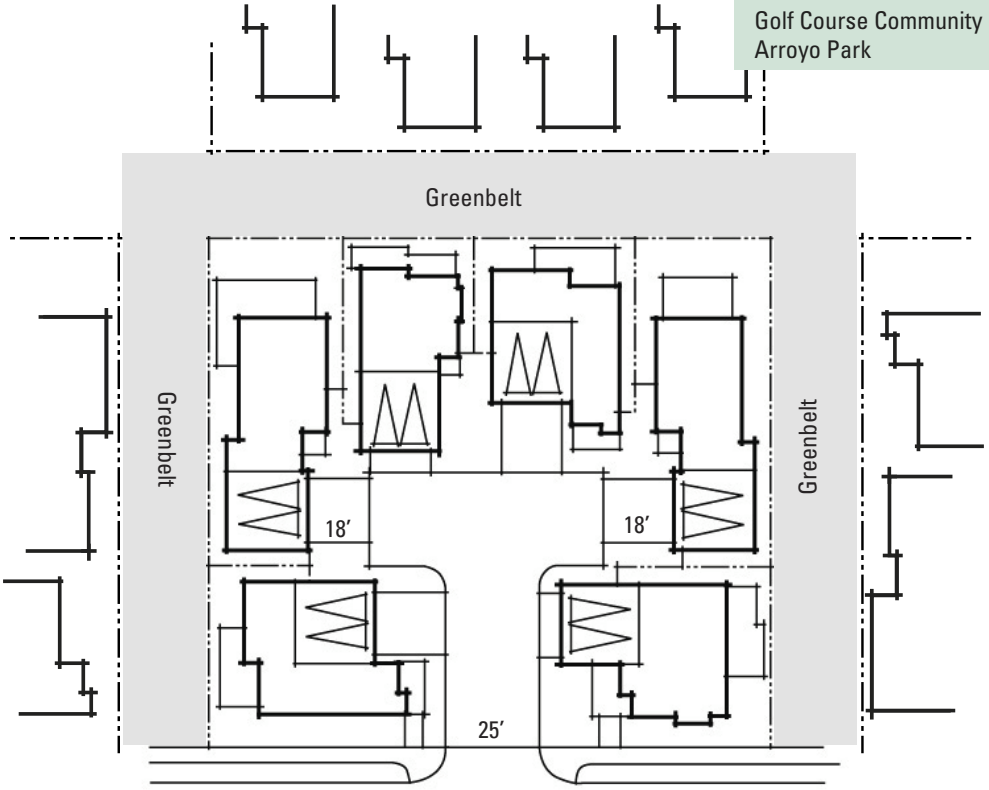
Greenbelt

SFD Clusters

Cluster Lots (Single Family Detached)

Village Locations

- Desert Foothills
- Desert Canyons
- Desert Bluffs
- Desert Plains
- Golf Course Community
- Arroyo Park



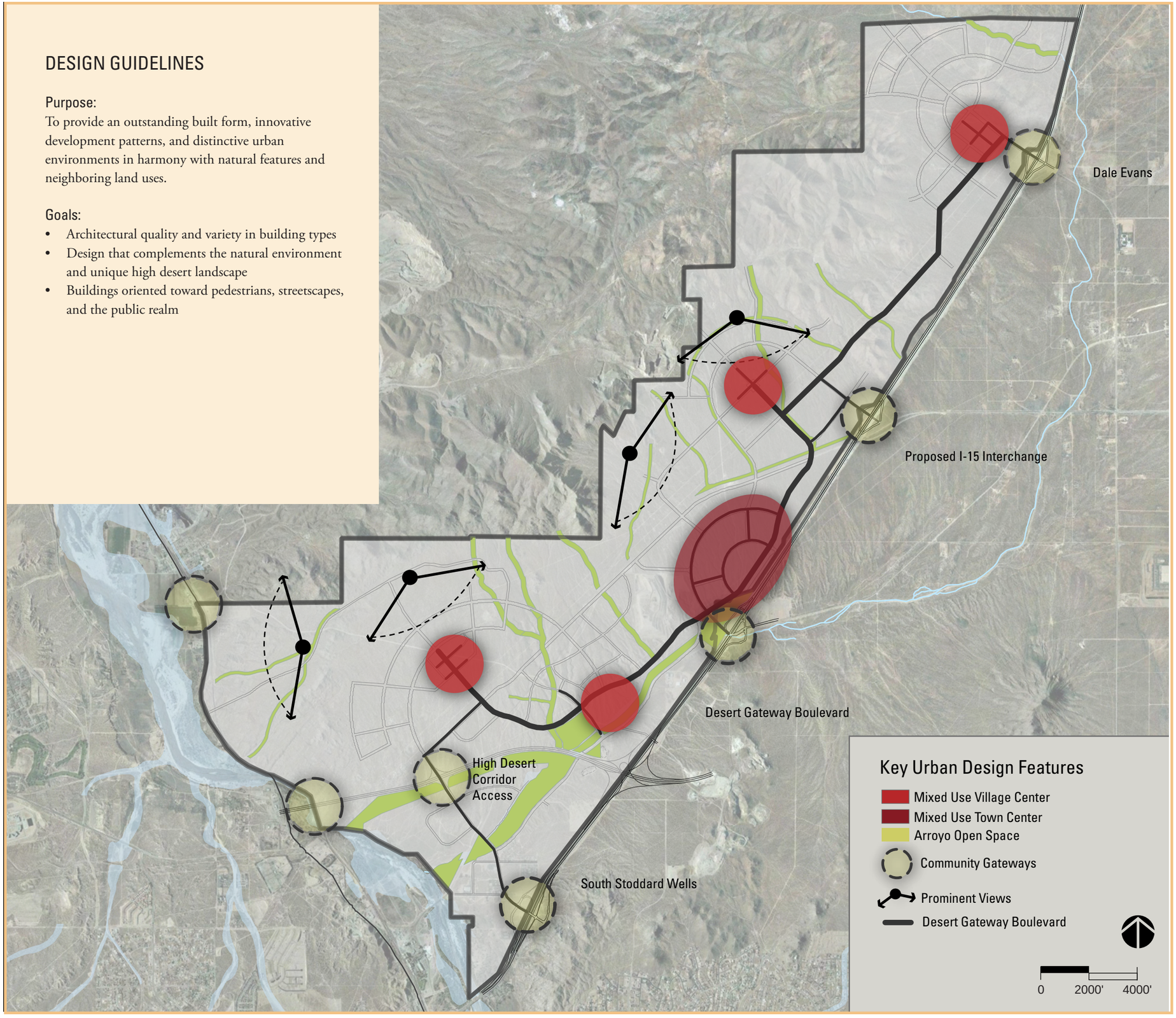
Product Criteria	
Lot Size	Varies (3,000 SF min.)
Plan Sq. Ft. Range	1,500-2,000 SF
Setbacks	
Front to back of sidewalks	
Porch and balconies	10'
Living	10'
Corner/side street	15'
Side Setback	5'
Rear Setback	5'
Living	10' min./15' avg.
Garage Setback	
Front	5'
Rear	5'
Building Height (2 and 3 story)	36' Per ICC
Parking	2 Private / 1 Guest (Long Driveway = 1 Space)
Architectural Styles	Varied elevation styles proposed
Floor Area Ratio (F.A.R.)	50% - 70%

DESIGN GUIDELINES

Purpose:
To provide an outstanding built form, innovative development patterns, and distinctive urban environments in harmony with natural features and neighboring land uses.

Goals:

- Architectural quality and variety in building types
- Design that complements the natural environment and unique high desert landscape
- Buildings oriented toward pedestrians, streetscapes, and the public realm



CHAPTER 12:
DESIGN GUIDELINES

INTRODUCTION

Desert Gateway is a uniquely designed place. It will be a mixed use, high density place to live, work, and play. Design guidelines will ensure that a cohesive built form is apparent throughout Desert Gateway. Architecture will invoke the theme of the desert while promoting innovative designs and placemaking. Urban design strategies will go hand-in-hand with land use decisions to produce active streetscapes, and cohesion with the natural environment.

The structure principles are:

- Mixed use centers that are urban in character and pedestrian-friendly, and support transit
- Community gateways to highlight arrival in Desert Gateway
- Buildings that respect the public realm along roadways and public lands
- Urban design that draws from views, colors, and topography of the natural landscape

12.1 DESIGN INTEGRITY

The charm and inherent beauty of a great community is the result of good urban design, meticulous crafting, time, and care.

Building design and execution of architectural vocabularies should express the regional context of the community with a sense of reverence, contemporary innovation, and aesthetic detailing. The palette of architectural vocabularies and crafting of the building form, massing, and roofscapes should be done from a streetscape perspective. The design value of an individual building's elevation needs to be incorporated into the larger compositional statement of a streetscene. Outdoor living spaces should be utilized as design and living elements that complement the architectural style and vary the interaction of the buildings with the pedestrian pathways and streets.

Figure 12.1 The design concept reflects in every element

Landscape themes, palettes, and placement embellish the physical design of the community with texture and context. Landscape design should be based on land use context, open space function, and sensitivity for responsible water use.

In summary, the community design should be more than an execution of design elements, it should create streetscape that express aesthetically pleasing compositions throughout the community. To this end, a strong focus will be placed on overall quality and design integrity.

12.2 DESIGN REVIEW PROCESS

To ensure that the built environment reflects the quality design expected in Desert Gateway, each development proposal will undergo design review to ensure consistency with the Specific Plan and its subsequent applicable development plan created pursuant to Policy 14.3.2. The design review process will ensure that the project develops in a manner that respects the community vision while responding to changes in the market and the City over time.

The design guidelines within the Desert Gateway are meant to complement the City wide adopted design guidelines. Where a particular design standard is not addressed within the Desert Gateway, the citywide design guidelines shall take precedence. Where a listed design standard

Fig 12.2 Victorville historic train

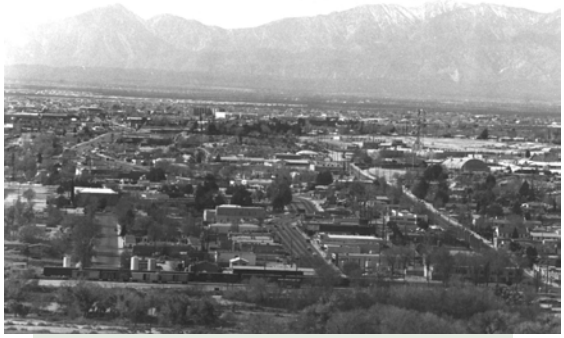


Fig 12.3 Victorville historic center

within Desert Gateway conflicts with the City wide adopted design guidelines, then the more superior design standard shall be utilized at the discretion of the Director of Development.

The design review process will continue through the development, review, modification, and approval stages to ensure individual builder packages foster a cohesive community design that meet the vision above and beyond the rules of this document. Design review encompasses, but is not limited to, these elements:

- Community design
- Neighborhood crafting
- Site planning
- Residential and non-residential architecture
- Standards and covenants
- Landscape design
- Civil and value engineering

The design review process will ensure that the execution of builder developments will meet the goals, vision, neighborhood crafting elements, aesthetic composition of housing types and architectural vocabularies and innovative building developments of Desert Gateway. This process will make the development more than a Specific Plan subdivision but a community of integral character that is an aesthetic, economic, business and character asset to the City.

12.3 RESIDENTIAL GUIDELINES

The purpose of this section is to provide general planning and design guidance for the residential neighborhoods of Desert Gateway:

- Organization of residential neighborhoods
- Neighborhood crafting - objectives and key elements
- Architectural character and key elements

12.3.1 Organization of Residential Neighborhoods

The Project is envisioned to be organized by a series of villages with the Town Center being the central focus of the community. These villages are defined by natural features such as the foothills, the natural drainage corridors, and/or by human-made features such as transportation corridors and human-made open space features. An intricate multi-modal plan provides linkage between the various villages via vehicular route, pedestrian and bike trails, and public transit routes. Each village is organized around a mixed-use village center at the core, with multiple neighborhood types that radiate out from the high density urban core to the low density neighborhoods toward the outer edge of the village.

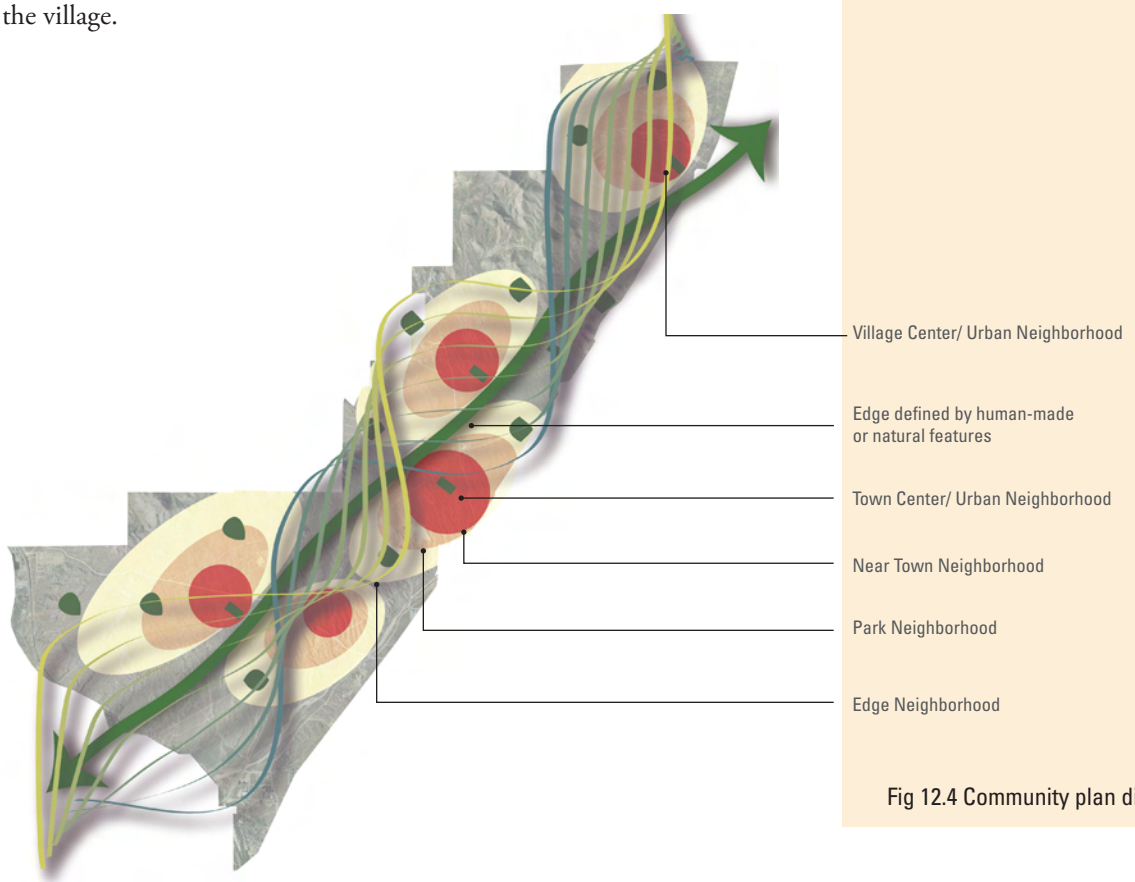


Fig 12.4 Community plan diagram

Fig 12.5 Village Center, Main Street configuration

Fig 12.6 Village Center, neighborhood center setting

12.3.1.1 Village Centers

Village Centers are the anchors for each of the residential villages at Desert Gateway. They should be planned and programmed to establish the character and identifiable elements of each village. Village Centers provide central gathering places for the community to interact and connect. Each center may take on a different focus and scale, such as health and wellness, education, or cultural and civic, and provides a variety of functions and programs for its neighborhoods. Components of the center may include one or more of these elements: neighborhood level retail and services, community center, school, religious and public facilities, or civic parks and recreation spaces. The establishment of these centers allows for walkability, compact development and social connectivity all working together to achieve Desert Gateway's sustainable principles.

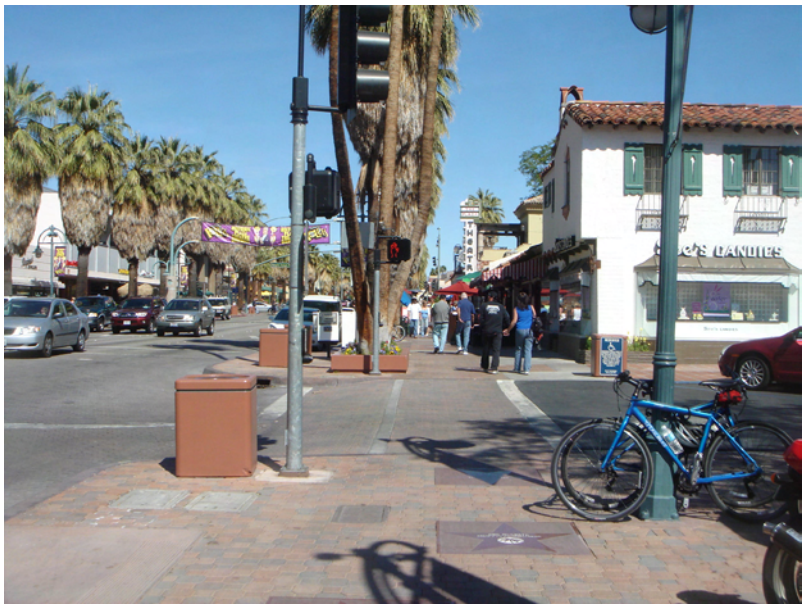


Fig 12.7 Pedestrian friendly street

12.3.1.2 Neighborhood Types

Within each residential village, there are several neighborhood types. In general, these neighborhood types radiate from a formal urban character in the center out to the relaxed natural character at the rural edges.

At Desert Gateway, four neighborhood types have been identified: urban, near town, park, and edge. Each type is further described as follows:

Urban Neighborhood

Urban Neighborhoods are typically at or around a village center, and generally consist of higher density and potential mixed-use housing types. Residents will be within walking distance to a convenience shopping and service core and/or community activities and recreational facilities core. Unique housing types in this neighborhood potentially include apartments, condominiums, townhouses, and other attached products such as duplexes, triplexes, cottages and other small detached homes.

Primary Character Elements:

- The highest density neighborhoods within a village, allowing the greatest number of residents to have close proximity to the core community facilities.
- Well-connected street and sidewalk system in a connected grid pattern.
- Allow for tighter and more uniform building setbacks along the streets.
- Buildings are typically a little taller in height and a little higher in density.
- More formal and urban landscape character, reflecting the urban environment and proximity to the core.
- Open space is primarily organized by plazas or squares which are often framed by buildings.

Fig 12.8 Mixed Use Urban Neighborhood

Fig 12.9 Residential Urban Neighborhood

Fig 12.10 Urban Neighborhood
Sample layout*

*Example only. Does not represent actual design.

Fig 12.11 Near town neighborhood

Near Town Neighborhoods

The Near Town Neighborhoods are a transition between the Village Center Neighborhood and the Park Neighborhoods. Housing types in this neighborhood are primarily high density apartments, condominiums and townhouses mixed in with some medium-high density single family detached homes and cottages. This neighborhood type is within walking distance to most of the proposed convenience shopping and services provided in the Village Center.

Primary Character Elements:

- A mix of the highest density to medium density housing types, allowing a great number of residents within walking distance to the core community facilities, services and amenities.
- Similar to the urban neighborhood, streets and sidewalks are well-connected.
- Tight building setbacks along residential streets.
- Landscape character transitions from the formal and urban character in the Urban Neighborhood to the more traditional landscape character with street trees in the parkways and curb-separated sidewalks.

Fig 12.12 Near Town Neighborhood Sample layout*

*Example only. Does not represent actual design.

Park Neighborhoods

The Park Neighborhoods are a transition between the Near Town Neighborhoods and the Edge Neighborhoods. They provide a supportive setting for traditional family living. A hierarchy of parks and recreational facilities should be created to serve and support the neighborhoods. These amenities may be linked by on-street sidewalks and off-street pedestrian paseos, so that residents can easily and safely traverse between homes, parks, recreation facilities and open space.

Primary Character Elements:

- A mix of medium-high, medium and low density housing types.
- Very gentle interconnected curvilinear street patterns with variable building setbacks that create a variety of views and interest to the street scene.
- Allow for a diverse collection of architectural styles
- A traditional landscape character with street trees in the parkways and curb-separated sidewalk.
- Neighborhood parks and greenbelts as primary neighborhood focus.

Fig 12.13 Parks as neighborhood focus

Fig 12.14 Off-street pedestrian paseo

Fig 12.15 Park Neighborhood Sample layout*

*Example only. Does not represent actual design

Edge Neighborhoods

The Edge Neighborhoods are typically located at the edge of the community, and generally consist of lower density housing types. The form of the Edge Neighborhood tends to be more informal and work more closely with the natural landform. In Desert Gateway, edge neighborhoods may be identified primarily along the desert foothills and adjacent to natural drainage corridors.

Primary Character Elements:

- A mix of low density and estate housing types.
- Relaxed street pattern that works with the land to preserve natural topography and landscape elements.
- Irregular streets and blocks of picturesque qualities.
- Allow for variable setbacks on streets to enhance visual interest.
- More rural streetscape reflecting the character of the natural landscape.
- Natural open space or green belts as primary neighborhood focus and view orientation.

Fig 12.16 Homes along open space edge

Fig 12.17 Natural open space edge with trails

Fig 12.18 Relaxed, curvilinear street and informal landscaping

Fig 12.19 Edge Neighborhood Sample layout*

*Example only. Does not represent actual design.

12.3.2 Residential Neighborhood Crafting

Neighborhood Crafting is intended to describe the level of design and planning details to create the residential neighborhoods in Desert Gateway. This shift in community character, compared with typical subdivision neighborhoods, will distinguish the community within the marketplace and provide "added value" to builders and homeowners alike.

The creation of a community that is more of a "traditional neighborhood" feel and less of a "mass produced" feel can be achieved through a mixture of smaller tracts of single product, greater diversity of architectural style, smoother transition between products and increased pedestrian friendly streets. The result is a community of neighborhoods that are more walkable, attractive, feel safer, encourage neighbor interaction and age with elegance and visual richness.

12.3.2.1 Neighborhood Crafting Objectives:

Move Away from Monotonous, "Mass Produced" Communities.

- Allow for variety of grains in home builder tract size: large, medium and fine.
- Provide individuality and identity at both the neighborhood and home level by varying neighborhood design and increasing choice in architectural styles.

Fig 12.20 Stylistic, color and material diversity

Fig 12.21 Move away from production neighborhoods

Fig 12.22 Unattractive neighborhood street

Fig 12.23 Informal neighborhood park with Desert Theme in "Edge Neighborhoods"

- Combine stylistic, color, materials diversity and shorter blocks to avoid repetition on the same block.

Create Neighborhood Clarity and Cohesion

- Provide a hierarchy of physical and visual neighborhood organization elements: primary elements include a village center, icon streets and signature parks; secondary elements include formative neighborhood parks and special landscape elements.
- Define neighborhoods through neighborhood character, parks, landscape features, and natural physical elements that "override" single builder/product identity, while providing an underlying diversity that allows individual product lines to "blend" together.
- Use "formative" parks as a focal element to organize neighborhoods. Parks should be sized to provide human scale and a strong sense of place. Architecture and housing mass around the parks should be designed to further frame and articulate the space. Each park shall have a unique program, form and character to enhance neighborhood identity.

Fig 12.24 Formal neighborhood parks used as organizational elements in the "Park Neighborhoods"

Redefine the Role of the Street as a Pedestrian Social Space

- Create meaningful, walkable destinations within the neighborhood, such as a finer grain of parks and open space, and streets aligned to link important places such as schools and community facilities.
- Make the street a more safe and pleasant place by narrowing the street width, introducing street trees, landscaped parkways between curbs and sidewalks, and greater architectural interest along the street.
- Emphasize architectural detail and interactive architecture with porches, courtyards, entries, windows, and second-story balconies related to the street.
- De-emphasize the garage on the street by placing the living space of the home in front of the garage.
- Orient living activity toward the street by incorporating front porches and active living space toward the front of the home.

Fig 12.25 Residential street

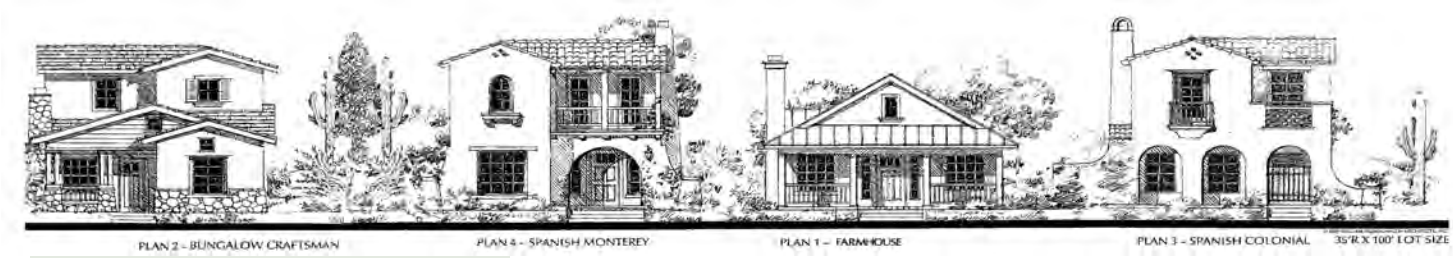


Fig 12.26 Architectural Diversity

12.3.2.2 Neighborhood Crafting Key Elements

The following design elements allow neighborhoods to be crafted consistent with the goals defined in the Neighborhood Crafting Objectives section.

Home Builder Parcels

Integration of a variety of home builder parcel sizes allows a community to move away from the typical monotonous subdivisions of exclusively large single builder tracts. At Desert Gateway, while builder parcels size may encompass primarily large and medium grain, finer grain mix may be integrated in areas where appropriate, such as the Town Center and the Village Centers. Neighborhood Crafting principles as described in this section of the document would apply to builder parcels of all sizes.

Fig 12.27 Architecture Forward

Variable Front Yard Setbacks

Building setbacks should vary depending on product types and location. In general, a variable front yard setback is required within each block. Exceptions are homes in Urban and Near Town Neighborhoods, and those that front on a square, a formative park or an icon street, where uniformity in building setbacks is preferred.

Variable Lot Width

Variable lot width provides a more interesting street scene and efficient use of the land. Therefore, providing variable lot width within an individual product line is required. This allows large units to be plotted on wider lots and smaller units on narrower lots. When variable lot widths are used, the average lot width should equal the standard lot width as permitted, and the minimum lot width should be no more than 10 percent smaller than the standard lot width.

De-Emphasis of Garages

Location and variation of garage placement in relation to the living elements of the architecture and the street helps create a dynamic streetscene experience. Garage placement should vary between plans and may include forward, flush, recessed, deep-recessed, swing-in, motorcourt, and alley-loaded garages.

- Forward Garage – The garage plane extends in front of the living space wall plane.
- Flush Garage – The garage plane is in line with the living space wall plane of the home. A porch, courtyard or second story projection should extend forward of the wall plane.
- Recessed Garage – The garage plane is setback behind the front living space wall plane.

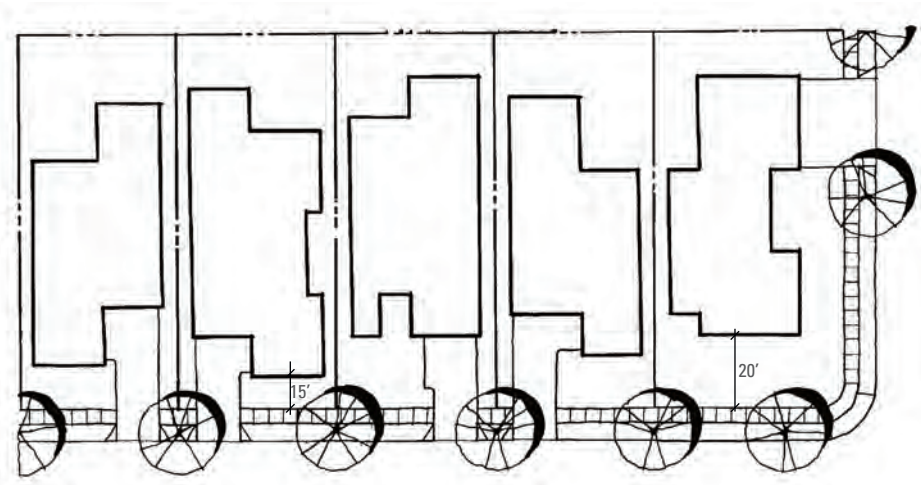
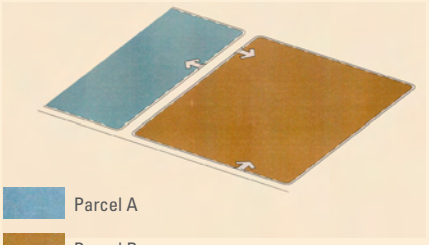
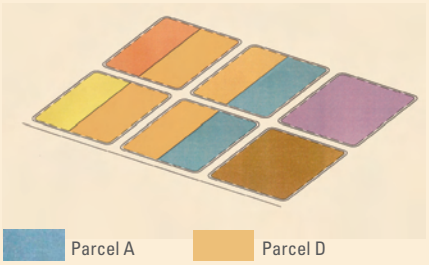


Fig 12.28 Variable Front Yard Setbacks



10-20 acre parcels or more

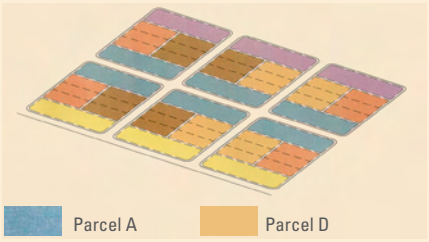
Typical Large Tract



5-10 acre parcels

Shared streets as product boundary
Product on either side of the street

Typical Mid-Grain



1-5 acre parcels

Fine grain mix of product

Typical Fine Grain - Mixed Block Traditional Neighborhood Design

Fig 12.29 Home builder parcels of large, medium and fine grain

- Deep-Recessed Garage – The garage plan is setback behind the front living space wall plane towards the rear side of the lot.
- Swing-In Garage – The garage plane faces the side lot line. This configuration may be split to further reduce the garage presence. The street-facing elevation of the street should be articulated with the same level of detail as the front façade of the home.
- Motorcourt – Consolidation of garages facing an interior court accessed by a single driveway. Dimensions of the motorcourt should be appropriate to the number of homes served and allow sufficient space for maneuvering.
- Alley-Loaded Garage – Garage accessed from an alley at the rear of the lot allowing for greater density and greater presence of living space of the street.

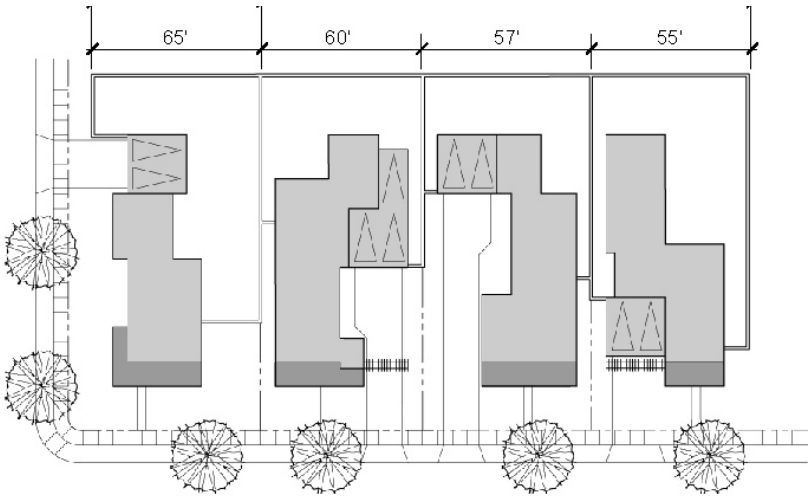


Fig 12.30 Variable lot width

Garage Doors

The focus of the front elevation should aesthetically be on the living spaces of the home. Appropriate treatment of garage doors will further enhance the elevation and decrease the utilitarian appearance of the garage. Various garage door patterns, window and/or color schemes may be included as appropriate to individual architectural styles.

Outdoor Living Spaces

Outdoor living spaces, including porches, courtyards and balconies, activate the streetscene and promote neighborly interaction. Outdoor spaces, when styled appropriately, should function as a highlighted feature of the elevation in size or detail. In addition, outdoor living spaces can create indoor/outdoor environments, opening up the home to enhance indoor environmental quality.

Roof Massing

Composition and balance of roof forms is as definitive to a streetscape as the street trees, active architecture or architectural character. Rooflines and pitches, ridgelines and ridge heights will create an authentic and balanced form to the architecture and elevation.

- Direction of ridgelines and ridge heights should vary between plans.
- Roof form and pitch should match the architectural style of the elevation.
- Asphalt shingles are not allowed as a residential roof material.

Fig 12.31 Garage doors that match the architectural style

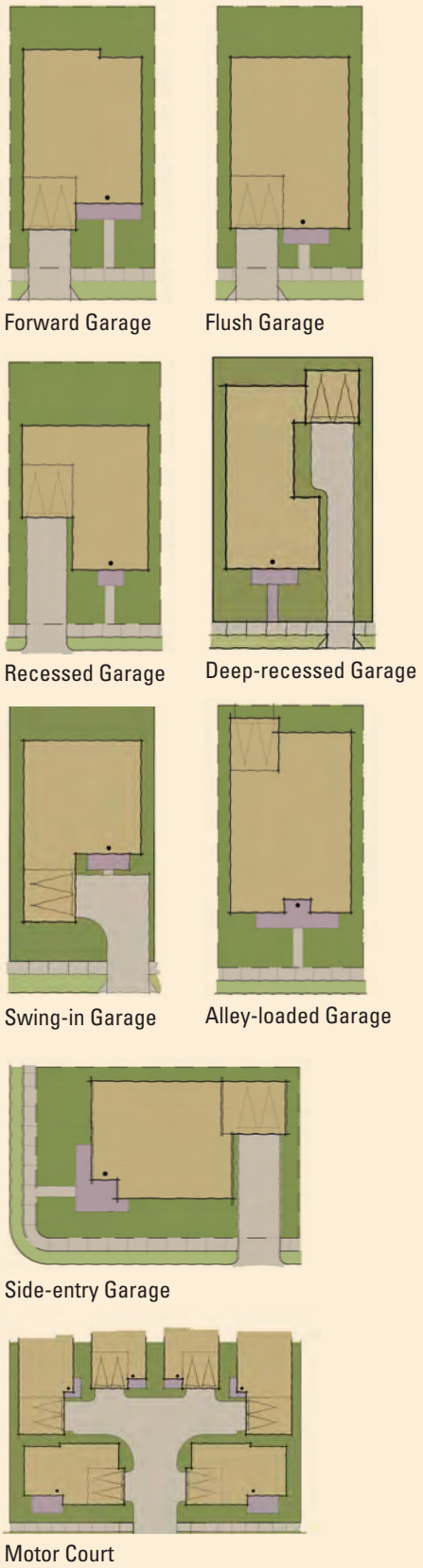


Fig 12.32 Garage placement

- Roof forms should be designed to potentially accommodate photovoltaics, outside of the direct public view, such as flush with the roofing material.

Accessory Structures

Accessory structures should conform to the design standards, setback and height requirements of the primary structure. If visible from the front or corner-side lot line, the visible elevation should be considered a front elevation and should meet the design criteria of the applicable architectural style.

Fig 12.33 Porches as outdoor living space

Articulation

Building facades should have architectural detailing and enhancements such as decorative porches and/or enhanced window treatments and building material. Where appropriate, visible courtyard space may also be located along street side elevations.

Alley

Alley accessed housing allows more house, porch and front door exposure to the street by locating the driveway and garage to the back of the lot. While the primary function of an alley is to serve for garage access and trash collection purposes, it will be

experienced daily by neighborhood residents. Tree and shrub plantings should be incorporated into alley designs with trash and utility locations thoughtfully located to avoid a "utilitarian" character.

Materials and Colors

Exterior building materials should be consistent and compatible with the natural character of the surrounding desert environment. Appropriate materials include brick, masonry, stucco, concrete, plaster and stone or prefabricated stone products. Maintenance concerns, a desire for long-term architectural quality and new high-quality manufactured alternative wood materials, make use of real wood elements undesirable. Where "wood" is referred to in these guidelines, it can also be interpreted as simulated wood trim with style-appropriate wood texture. In addition, some styles can be appropriately expressed without the wood elements, in which case stucco-wrapped, high-density foam trim with style-appropriate stucco finish are acceptable. Similarly pre-cast elements can be satisfied by high-density foam or other similar materials in a style-appropriate finish. All trim and detail elements should match the architectural style of the home. The application of siding and accent veneers should be done in a manner that upholds the design character and style authenticity of the architecture.

Fig 12.34 Corner house

Fig 12.35 Alley

A variety of natural looking materials and colors can provide the diversity required for visual interest. The primary purpose of the architectural color palette selection is to avoid monotony in a community.

To achieve this goal of diversity, the following criteria should be considered:

- A minimum of two (2) colors per elevation (3 preferred). For example, one body color, one trim and/or accent color.
- Individual color schemes should be appropriate to the architectural styles.
- Detached single family homes should not have the same color scheme as the adjacent homes.

Fig 12.36 Compatible materials and colors on multi-family housing

Fig 12.37 View Corridor

- Attached/multi family homes should have an overall theme of balanced color palettes and materials to avoid clashing and achieve a harmonious composition within each community.

Compatibility

New units should be built in scale with the existing neighborhood and respect the same height limit. Where the new development contains higher buildings it should ensure a stepped transition to the existing buildings.

View Corridors and Orientation

Views enhance the quality of everyday life and therefore are an important component of the economic and social value of a site. They can establish a direct relationship between the built environment and nature, defining a sense of orientation and identity for the community. Unique, picturesque elements for the site include the desert mountains backdrop, the open space, the proposed green belts, and the parks. Whenever possible, these scenic views should be considered as underlying criteria for orienting the layout of the development. Furthermore, when possible, buildings will be placed with passive and active solar orientation in mind.

Sensitive Edges

The character of elevations exposed to visible public edges is a vital element to the overall integrity of Desert Gateway and require design sensitivity to create silhouettes and massing that reflect the quality of the community. Edge conditions occur where development is adjacent to a golf course, wash or other natural open space, or along main arterials and development perimeters.

- Along edges and high visibility corridors, such as roads, parks, trails and public open space, side and rear elevations should include thoughtful massing and a variety of enhanced elements.
- Massing, roof forms and architectural elements should vary between plans.

- Lower profile houses should be positioned along the edges, stepping down towards the open space.
- Single side-to-side gable ends should be limited along edges.
- A side-on condition should be preferred to a wall condition along development perimeters and main arterials.

Grading

Grading should be minimized to the extent possible and natural slopes should be incorporated in the overall design, as described in Objective 10.1, Policy 10.1.3. Where grading is unavoidable:

- Encourage site design that is guided by the natural contours
- Slopes should be blended with the natural terrain.
- Emphasize and accentuate scenic vistas.
- Avoid large manufactured slopes in favor of smaller slopes.
- Avoid raising the grade significantly above the grade of adjacent properties, especially near interior property lines. When such grading is inevitable, compensate by reduced building heights within the raised grades.
- Implement slope-stabilizing landscaping and irrigation on manufactured slopes.
- Housing may be built into the slope or cantilevered to minimize grading.

Utilities, Refuse Enclosures and Equipment

- Utilities should either be underground or located in inconspicuous areas, and screened with landscaping.

Fig 12.39 Treatment of rear elevations exposed to public view

Enhancement of Elevations Exposed to Public Views:

- Plotting that balances hip and gable roof forms
- Offset massing (on individual plans or between plans)
- Roof plane breaks (on individual plans or between plans)
- A feature window treatment or fully-trimmed windows
- Single-story elements on two-story homes
- Detail elements from the front elevation

Fig 12.38 Housing along sensitive edge

- Refuse containers and equipment should be easily accessed by service vehicles and located within a screened enclosure that reflects the architectural character of adjacent buildings.
- Landscaping or trellises are encouraged where screened enclosures are visible from a street or walkway and shall be permanently maintained.

Walls and Fences

Fences and walls should be designed as an integral part of the whole project and used to screen service and refuse collection areas.

- Chain link and wooden fences are not allowed in Desert Gateway. Design walls and fences to match adjacent architecture.
- Walls and fences are not allowed in residential front yards or street side yards within the front setback.

Fig 12.40 Wall design is integral part of the project

12.3.3 Residential Architectural Style Guidelines Overview

The residential architectural style guidelines are intended to provide direction that will guide the development to achieve a high quality living environment. The design criteria in these guidelines are offered to encourage thoughtful architecture and authenticity of styles through the application of appropriate design elements. While detail elements may be added to further convey the character of a style, the appropriate overall massing, scale, plan forms and roof forms should be used as a foundation to establish a recognizable authentic architectural style.

12.3.3.1 Architectural Style / Plan Mix

An important design goal for Desert Gateway is to develop appealing streetscapes throughout the community that exhibit both visual and functional variety. The following requirements are intended to ensure this diversity, as well as a sense of individuality for each home. While it is not necessary that every design element described on the following pages be utilized, selective and appropriate use will greatly contribute to achieving the desired results.

In single-family detached neighborhoods, provide:

- A minimum of three (3) different building plans.
- A minimum of three (3) elevations per building plan.
- A minimum of three (3) architectural styles per neighborhood.

In attached and multi-family neighborhoods, provide:

- A minimum of two (2) building plans per neighborhood (50-175 units), with the ability to reverse plot plans or add elements to corner units.
- A minimum of three (3) individual unit plans per building. Individual unit plans may be repeated between building plans.
- Provide one (1) or more styles per community. If only one style is selected, provide different elevation elements per unit.

Residential Architectural Style Selection

Every neighborhood in Desert Gateway should be comprised of a variety of architectural styles. The following palette of architectural styles provides a foundation for direction and vision in creating appealing residential neighborhoods within the community, however, new styles may be developed and added on in the future as deemed appropriate.

- Mid-Century Modern / Desert Modern
- Desert Prairie
- Craftsman
- Cottage
- Spanish Monterey
- Spanish Colonial
- Spanish Mission
- American Farmhouse
- Ranch / Hacienda

Fig 12.41 Simple, clean volumetry

Style Characteristics

- Focus on massing and volumes
- Functional design
- Absence of ornamentation
- Low, horizontal planes
- Flat roofs
- Windows are creatively used to balance the volumetric composition

Fig 12.42 The use of materials reflects the internal organization of space

Mid-Century Modern / Desert Modern

The "Mid-Century Modern" or "Desert Modern" style grew out of the aesthetics of the world-renowned German Bauhaus and gained popularity in the United States in the middle of the 20th Century. It is reflected in the work of Albert Frey, Donald Wexler, Richard Neutra, and other world-famous architects. A home developer, Alexander Homes, popularized this post-and-beam style in the Coachella Valley.

This architectural style represents the sculptural persona of the modern vocabulary. The mid-century homes are design-oriented and expressive, reflecting the function but also allowing for elaborate details that highlight the building techniques and materials.

Use of materials, projections, and windows hallmark the statement made by the form of this style. Often more than one material and more than one color are used in a balanced composition that emphasizes the massing.

Fig 12.43 Variation of planes

Key Elements:

- Plan form is typically box-like, or a collection of square or skewed boxes, in bold, simplified forms.
- Roofs are typically low pitched and shielded by parapets.
- Wall materials typically consist of stucco, standing-seam metal and/or siding.
- Front entries are typically less pronounced than in historical styles, however entries may be articulated by trim, form or overhangs for resident identification.
- Projections to articulate façades are typical and may include building wall planes, awnings, overhangs, window trim and accent roof forms.
- Windows are typically a primary feature of the elevation; designs usually include groupings, unique size or shape, and oversized; floor-to-ceiling windows are typically used to create an indoor/outdoor ambiance most suitable for private, pool-side living in a desert climate.
- Color blocking is typical.

Fig 12.44 Volumetric composition is essential in defining the style

Fig 12.45 Creative use of materials

Fig 12.46 Colors emphasize massing

Fig 12.47 Historic example of Prairie style

Style Characteristics

- Rythm of window patterning
- Brick or ledge stone walls masonry is used to emphasize the horizontal lines
- Covered terraces
- Extended overhangs
- Chimney used to anchor primary mass

Desert Prairie / Southwest Prairie

Frank Lloyd Wright believed that rooms in a home should not be boxed-in and confining. He began to design houses with low horizontal lines and open interior spaces. Rooms were often divided by leaded glass panels. Furniture was either built-in or specially designed. These homes were called Prairie style after Wright's 1901 Ladies Home Journal plan titled, "A Home in a Prairie Town". Prairie houses were designed to blend in with the flat, prairie landscape.

The first Prairie houses were usually plaster with wood trim or sided with horizontal board and batten. Later Prairie homes used concrete block. Prairie homes can have many shapes: square, L-shaped, T-shaped, Y-shaped, and even pinwheel-shaped.

While the Prairie style originated in Chicago and in other large Midwestern cities, vernacular examples were spread widely throughout the country in the early 20th century by pattern books and popular magazines. In the southwest region, the Prairie style has evolved and adapted to the dramatic, rugged landscape of the desert environment.

Fig 12.48 Contemporary example in stucco with deep recessed garage

Fig 12.49 Contemporary example in brick and stucco

Key Elements:

- Plan form is primarily single story with a recessed second story.
- Roofs are typically low-pitched hips with flat concrete tile and wide overhangs.
- Wall materials typically consist of light to medium sand finish stucco; rustic cut stone accents at wainscots and at columns; banding or belt courses are typical.
- Windows are typically rectangular and/or square-shaped in arts and crafts style; banding is commonly found along top or bottom of the windows; sometimes with ribbon windows high on wall.
- Front entrances are typically sheltered by a porch that encompasses at least 50% of front elevation.
- Massive columns with stone pier bases are typical.

Fig 12.50 Contemporary example with entrance porch

Fig 12.51 Contemporary example with masonry base and stucco

Fig 12.52 Cross gable roof

Craftsman

Originating in California, Craftsman architecture relied on the simple house tradition, combining hip and gable roof forms with wide, livable porches and broad overhanging eaves. Extensive built-in elements define this style, treating details such as windows and porches as if they were furniture. The horizontal nature is emphasized by exposed rafter tails and knee braces below broad overhanging eaves with rustic-textured building materials. The overall effect was the creation of a natural, warm and livable home of artful and expressive character.

Style Characteristics

- Masonry base
- Stucco walls with accent composite lap siding
- Composite wood trims
- Flat concrete tile, low pitched roof
- Shed or gable dormers
- Ample porch

Fig 12.53 Pronounced horizontal plane, deep overhangs

Fig 12.54 Battered columns resting on stone piers

Key Elements:

- Plan form is typically a simple box.
- Roofs are typically a shallower pitch with shingles (no wood or asphalt shingles) or flat concrete tiles and exaggerated eaves.
- Roof forms are typically a side-to-side gable with cross gables.
- Roof pitch ranges from 3:12 to 5:12
- Wall materials may include stucco, horizontal siding and stone.
- Exposed rafter tails are typical under eaves.
- Siding accents at gable ends are typical.
- Front porch at the main entry is typical.
- The following three options of porch columns are typical of the Craftsman style:
  - Battered tapered columns.
  - Battered columns resting on brick or stone piers.
  - Simpler porch supports of double square post resting on piers; piers may be square or tapered.
- Windows are typically fully trimmed.
- Window accents typically include dormers or ganged windows with continuous head or sill trim.

Fig 12.55 Full porch facade

Fig 12.56 Typical triple window configuration

Fig 12.57 Composite wood window trim

Fig 12.58 Simple details on classic plan and roof form

Style Characteristics

- Stucco walls
- Brick accent material
- Front entry surround with accent material
- Steeper pitched gables with single roof material
- Exaggerated eaves

Cottage

The Cottage is a picturesque style that evolved out of medieval Tudor and Norman domestic architecture. The evolving character that resulted in the English "cottage look" became extremely popular when the addition of stone and brick veneer details added in the 1920's. The Cottage's roof pitches are steeper than traditional homes, and are comprised of gables, hips and half-hip roof forms. The primary material is stucco with a heavy use of stone and brick bases, veneers and tower elements. Some of the most recognizable features for this style are the stucco accents in gable end forms and the sculptured swooping walls at the front elevation.

Fig 12.59 Steep roof breaking over single element

Fig 12.60 Two-story roof

Key Elements:

- Plan form is typically a combination of one-and two-story elements.
- Roofs are typically steeper pitched hip or gables with shingles (no wood or asphalt shingles) or flat concrete tile and typical overhangs.
- Wall materials typically consist of stucco; stone and siding are appropriate accent materials.
- A steep, second-story roof form breaking over a first-story element is typically a prominent feature of the elevation
- Angled bay windows are typical.
- Balcony or porch is typically detailed by simple columns without cap or base trim.
- Details typically include wrought iron or balcony accents, projecting head or sill trim, round or arch features at windows or entry and plank or panel shutters.

Fig 12.61 Asymmetrical massing

Fig 12.62 Bay window and steep roof as primary features

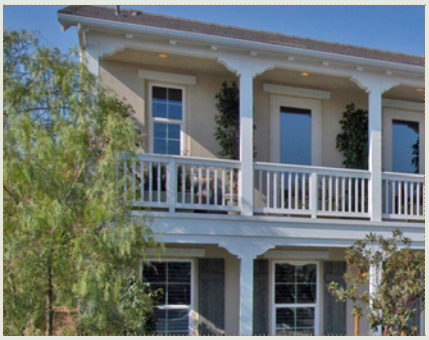


Fig 12.63 Two-story balcony with simple details

Style Characteristics

- Stucco walls
- Brick accent material
- Front entry surround with accent material
- Steeper pitched gables with single roof material
- Exaggerated eaves

Spanish Monterey

Influenced by Spanish Colonial and the two-story New England house, this version of Monterey architecture favors Spanish detailing, while maintaining simpler, Colonial-style form. This indigenous California style adapted the American influences of the gold-rush era into the traditional Spanish adobe-style homes of the Mission-established towns. Borrowing the second-story cantilevered porch and covered first-story porch in place of the traditional courtyard, lends a Monterey and New England flavor to an otherwise Spanish eclectic home.

Elegant and simple, the Spanish Monterey style exhibits rectilinear building forms, wrought iron details and rusticated corbels and head trim. Homes in this style should be distinctively Spanish with adjustments in the form and materials to emphasize the cantilevered balcony or covered outdoor living space.

Fig 12.64 Contrasting materials between stories

Key Elements:

- Plan form is typically a simple two-story box with a strong one-story element.
- Roofs are typically a shallow to moderately pitched with concrete "S" or barrel tiles and typical rake/eave overhangs.
- Roof forms are typically comprised of a main front-to-back gable with front-facing gables.
- Wall materials are typically stucco or brick.
- Shaped corbels and beams typically detail roof overhangs and cantilevers.
- A second-story cantilevered balcony is typically the main feature of the elevation.
- Balcony or porch is typically detailed by simple columns without cap or base trim.
- Front entry is typically sheltered.
- Spanish elevation details typically include round or half-round tile profiles at gable ends, exposed rafter tails, segmented arch elements and wrought iron accents.
- Windows may be recessed with simple head and/or sill trim, sometimes with plank-style shutters and/or entry door.

Fig 12.65 Windows with plank-style shutters and cantilevered balcony

Fig 12.66 Cantilevered balcony with rustic posts

Fig 12.67 Cantilevered balcony with colonial detail

Fig 12.68 Multi-family Spanish Monterey

Fig 12.69 Steps designed to reflect style

Style Characteristics

- Sculpted-decorative walls with cap detail
- Masonry or precast looking window sills
- Segmented arches with pilaster supports
- Composite wood eave supports

Spanish Mission

The inspiration for Spanish Mission style dates back as far as the late seventeenth century. Spanish and Mexican missionaries settling in the southwest set up the small communities known as missions to convert the American Indians to Catholicism. The primary structure in these missions is typically the church, forming one of four outside walls of buildings with an interior "corridor" or veranda surrounding a central courtyard. This plan form protected its residents from Indian attacks, as well as providing a pleasant respite from the heat, encompassing areas for patio and garden.

Using the materials and labor at hand, combined with the influences from Spain and other parts of Europe, these buildings took on a unique regional appearance. The American Indian influence produced a simple flat walled building like a pueblo, with heavy wooden gates and few other openings, built with adobe, wood and tile, then plastered. The corners, worn by the environment, took on a soft, rounded look, not too different than some of the purposely sculpted forms from Spain. The sculpted parapet walls, arch forms, bell towers, and sometimes ornate details at the entry came from the Spanish-inspired architecture. Later, wood railings, decorative wooden gates and shutters were added, and as this style evolved, became more ornamental details.

Fig 12.70 Two-story version with Porte Cochere

Key Elements:

- Plan form is typically a rectangular two-story formal geometric box with a strong one-story element. The central form may expand to create an "L" or "U" shape configuration.
- Predominant hip roofs rectilinear in plan form, or gable roofs typically terminated by characteristic sculpted Mission parapet with eaves and rakes.
- Roofs are typically moderately pitched with concrete "S" or flat clay tile.
- Wall materials are typically stucco with smooth to light sand finish.
- Structural elements typically include segmented or elliptical arched arcades. Predominant round pre-cast concrete columns, or stucco pilasters with decorative cornice trim.
- Windows typically use segmented or elliptical arch forms as the characteristic shapes with custom divided lights. Square or rectilinear window shapes are possible, with standard divided light configurations.
- Front entry is typically sheltered by a single-story arcade.
- Decorative walls with brick or pre-cast concrete sills, caps and coping may be used.

Fig 12.71 Corner plotted one-story version with sculpted parapets and simple roof form

Fig 12.72 Typical form and arched window detail

Style Characteristics

- Full-arched entry and covered porch
- Recessed windows
- Decorative iron lanterns, sconces, hinges and hardware
- Sculpted chimney
- Gable roof with decorative gable end vents

Spanish Colonial

This style evolved in California and the southwest as an adaptation of Mission Revival infused with additional elements and details from Latin America. Key features of this style were adapted to the California lifestyle. Plans were informally organized around a courtyard with the front elevation very simply articulated and detailed. The charm of this style lies in the directness, adaptability and contrasts of materials and textures.

Fig 12.73 Typical stucco exterior

Key Elements:

- Plan form is typically a rectangular or "L"-shaped.
- Roofs are typically a shallower pitch with concrete "S" or barrel tiles.
- Roof forms are typically comprised of a main front-to-back gable with front-facing gables.
- Wall materials are typically stucco.
- Decorative "wood" beams or trim are typical.
- Siding accents at gable ends are typical.
- Segmented or full-arch elements are typical in conjunction with windows, entry or the porch.
- Round or half-round tile profiles are typical at front-facing gable ends.
- Arcades are sometimes used.
- Windows may be recessed, have projecting head or sill trim or be flanked by plank-style shutters.
- Decorative wrought-iron accents, grille work, post or balcony railing may be used.

Fig 12.74 Multi-family Spanish Colonial

Fig 12.75 Juliet balcony with arcade; decorative wrought iron

Fig 12.76 Spanish Colonial arcade and details

Fig 12.77 Windows and details define style

Fig 12.78 Multi-family Farmhouse

Style Characteristics

- Front porch with simple columns
- Standing-seam accent roof over entrance
- Simple window trim
- Steeper gable roof

Fig 12.79 Porch and roof indicative of the style

American Farmhouse

The American Farmhouse represents a practical and picturesque country house. Its beginnings are traced to both Colonial styles from New England and the Midwest. As the American frontier moved westward, the American Farmhouse style evolved according to availability of materials and technological advancements – such as balloon framing.

Large, wrapping front porches with a variety of wood columns and railings are the predominant feature of the style. Two story massing, dormers and a casual cottage look, with a more decorated appearance, is typical of the Farmhouse adaptations that spread through the West and California.

Fig 12.80 Classic form with standing-seam accent roof

Key Elements:

- Plan form is typically simple.
- Roofs are typically of steeper pitch with flat concrete tiles.
- Roof forms are typically a gable roof with front facing gables and typical overhangs.
- Roof accents sometimes include standing-seam metal or shed forms at porches.
- Wall materials may include stucco, horizontal siding and brick.
- A front porch typically shelters the main entry with simple posts.
- Windows are typically trimmed in simple colonial-style; built up head and sill trim is typical.
- Shaped porch columns typically have knee braces.

Fig 12.81 Porch, posts, materials and roof form

Fig 12.82 Porch, posts, materials and roof form

Fig 12.83 Gabled roof with siding and porch element

Fig 12.84 Porch and materials indicative of the style

Fig 12.85 Stucco exterior with stone veneer as accent

Style Characteristics

- Blend of stucco and stone
- Varried massing, typically with recessed second floor
- One-story shed porch roof
- Heavy timber wood posts and corbels; exposed rafter tails
- Recessed windows
- Rustic wood or composite material shutters

Ranch / Hacienda

The Ranch / Hacienda House is a building form rather than an architectural style. It is primarily a one-story rambling home with strong horizontal lines and stronger connection between indoor and outdoor spaces. Rooted in the plan are forms of working ranches and traditional haciendas, the "U" or "L"-shaped open floor plan focused windows, doors and living activities on the porch or courtyard with simplified indoor spaces. The horizontal plan form is what defines the Ranch House. The materials, style and character applied to the Ranch have been varied, adapted, interpreted and modernized based on function, location, era and popularity.

A staple of the working ranch and Spanish Hacienda, this single-story family oriented home became very popular with the development of tract homes in the post-World War II era. Simple and affordable to build, the elevation of the Ranch house was done in a variety of styles. Spanish stylings with rusticated exposed wood beams, rafter tails under broad front porches and elegantly simple recessed windows were just as appropriate on the Ranch Home as the clean lines of siding and floor to ceiling divided-light windows under broad overhanging laminate roofs.

Details and elements of the elevation of a Ranch House should be chosen as a set identifying a cohesive style. Brick and stucco combinations with overly simple sill trim under wide windows with no other detailing lends a modern Prairie feel while all stucco, recessed windows and exposed rusticated wood evokes a Spanish Hacienda Ranch.

Key Elements:

- Plan form is typically one-story of strong horizontal design.
- Roofs are typically a shallow pitch with "S" tile, barrel tile, shingles or flat concrete tile.
- Roof forms are typically gable or hip with exaggerated overhangs.
- Wall materials may include stucco, siding and brick.
- A porch, terrace or courtyard is typically the prominent feature of the elevation.
- Exposed rafter tails are typical.
- Porch is typically detailed by simple posts / beams with simple cap or base trim.
- Front entry is typically pedimented by a surround, porch or portico.
- Windows are typically broad and accented with window head and sill trim, shutters or recessed.
- A strong indoor / outdoor relationship joined by sliding or French doors or bay window is typical.

Fig 12.86 Typical Shed Porch

Fig 12.87 Basic plan with typical one wing addition facing street

Fig 12.88 Blended stucco and stone example with front courtyard

Fig 12.89 Front facing gable and shed roof over porch

Fig 12.90 Multi-family around motorcourt

Fig 12.91 Clustered multi-family buildings using desert-specific materials

12.3.3.2 Attached Single-family and Multi-family Residential

While the general residential design criteria applies to both detached single family housing and attached single-family/ multi-family housing, the following are additional design criteria that address specifically to attached single family/multi-family attached products, which may include townhomes, rowhouses, condominiums and apartment complex:

Building Elevation: Base, Middle, and Top

All attached housings should be composed of three parts: base, middle and top regardless of architectural style selected.

- The base or ground floor treatments should generally be designed with individual dwelling entries, stoops and porches.
- The middle should consist of a multi-story façade element with varied fenestration, color, materials and/or breaks in wall plane.
- The top floor or cornice level should be modulated and exhibit a strong cornice line or overhang. Tops of building facades should be visually terminated through the use of articulated rooftops; stepped parapets, hip and/or other forms of multifaceted building tops.

Fig 12.92 Strong cornice line

Building Massing

Large building massing that is typically associated with multi-family attached homes, should be articulated through variations in roof lines or building heights, as well as the introduction of arcades, recessed entrances, window bays, balconies, separated wall surfaces, colors and materials, and variation in setbacks.

Fig 12.93 Massing, varied fenestration, color and breaks in the wall plane

Ground Floor Treatment and Pedestrian Access

Ground floor units oriented to public or private streets should be accessed individually and directly from the abutting street or pass-through, preferably with individual front stoops or porches. Buildings may have individual entries with two or more units

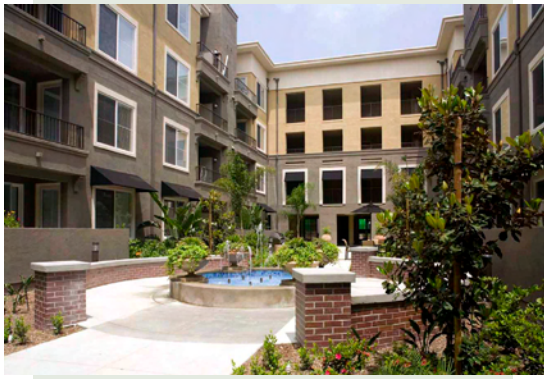


Fig 12.94 Common courtyard for multi-family housing

Fig 12.95 Variations in building height define corner articulation

combining walkways to the street sidewalk. Exceptions are buildings facing arterial streets or within courtyards. Large building structures, such as podium or wrap buildings should have their main entrances face streets and be appropriately enhanced with architectural elements.

Garages, Driveways and Guest Parking

- Place garages behind buildings (with access from driveways or alleys).
- Recess garages that face the street behind the primary facade of building.
- Use a side-facing garage door.
- Provide adequate guest parking on site and along adjacent streets.

Open Space and Landscaping

Common open space should be provided for all attached / multi-family developments. Common areas should include pedestrian pathways, shared gardens, plazas, water elements, courtyards, tot lots and recreation facilities.

Corner Articulation

Multi-family buildings at the corner of street intersections or pedestrian pass-throughs should receive an enhanced treatment to create a pedestrian friendly corner focal point. Corner treatments should employ some of the following techniques:

- Variations in building height or the use of tower elements.
- Enhanced or articulated building massing.
- Change of color and/or materials.
- Larger scale of windows, openings and entry ways.
- Wrap-around porch, overhanging balconies or bay windows.
- Enhanced window treatments, shutters, trims and other architectural detailing.

Colors and Materials

The palette of colors and materials used for the attached multi-family buildings should be appropriately used in relation to the desert environment, the building style, scale, and location. Building facades should be designed to incorporate the use of contrasting and complementary colors and materials. The predominant building colors should be chosen to create aesthetically pleasing building elevations with other tones/colors used to accentuate door or window openings, cornices and other architectural elements and features. The textures of the building materials should be used to enhance the building elevations by adding details and richness.

- At least two (2) distinct colors (three preferred) or materials should be used on a building to create variety and details.
- Color schemes should be harmonious within the neighborhood and its the surrounding development.
- Colors of the different façade elements should be well coordinated.

Attached Single-family and Multi-family Residential Style

Allowable architectural styles are as depicted per single family residential design guidelines in earlier section. For general description of the styles, refer to section 12.3.3.1.

Fig 12.96 Common open space for multi-family housing

Fig 12.97 Appropriate use of colors

Fig 12.98 Simplified boxed form detailed with windows, materials and awnings

Fig 12.99 Mixed Use Village Center

Fig 12.100 Commercial

Fig 12.101 Business Park

Fig 12.102 Industrial

Fig 12.103 Institutional

12.4 COMMERCIAL AND INDUSTRIAL

The purpose of this section is to provide general design guidance for the non-residential uses at Desert Gateway. The guidelines are intended to do the following:

- Define the character and quality of non-residential uses in Desert Gateway
- Promote the human and pedestrian scale of non-residential developments and ensure compatibility between non-residential and residential uses
- Strengthen the pedestrian environment and improve connectivity
- Minimize potential negative visual impacts from the scale, bulk, and mass inherent to large non-residential buildings
- Minimize negative impacts from on-site activities to adjoining uses
- Allow for needed flexibility to respond to conditions and constraints inherent to specific sites and uses
- Promote site, building, and landscape designs that are responsive to the desert environment and climate

This section of the Specific Plan contains two general types of information: the first is a set of site planning guidelines that pertains to all categories of non-residential uses at Desert Gateway outside of the Mixed Use Town Center:

- Mixed Use Village Center
- Commercial
- Business Park
- Industrial
- Institutional

The second provides a general description of the land use character and architectural guidelines for each of the land use categories.

12.4.1 Commercial and Industrial Site Planning Guidelines

The Site Planning Guidelines set forth in this section pertain to all the non-residential uses in Desert Gateway located outside of the Mixed Use Town Center. The guidelines address the planning components that are important to promote a high aesthetic quality, efficient use of site, environmental responsibility, and public safety throughout the non-residential development:

- Site Grading
- Connectivity
- Building Placement and Orientation
- Access and Circulation
- People Places and Site Amenities
- Parking
- Services, Refuse Collection, and Utilities
- Drive-through Facilities
- Cart Return Facilities
- Encroachments into ROWs and Building Setbacks

12.4.1.1 Site Grading

Grading should be minimal, to the extent possible. Where grading cannot be avoided, the following guidelines should be observed:

- Slopes shall follow natural contours as much as possible and shall blend with the existing terrain seamlessly.
- Large manufactured slopes shall be avoided in favor of several small slopes.
- Grading shall optimize water retention and retain significant natural vegetation.

12.4.1.2 Connectivity

As hubs of services, activities, and employment, the non-residential areas should be designed to allow for the safe and convenient movement of pedestrians, bicycles, vehicles, and public transit traffic.

Fig 12.104 Pedestrian connections through parking lot

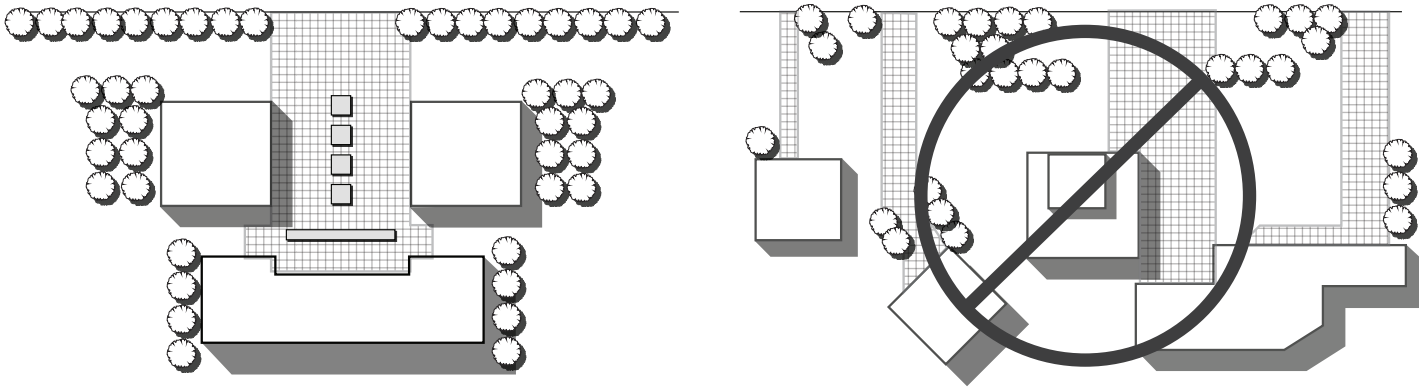
Fig 12.105 Buildings should frame and enclose outdoor gathering places

- Clearly delineated pedestrian paths should connect the off-site public sidewalks, transit facilities, and parking areas to the on-site pedestrian system and/or to the main entrances of buildings.
- Developments should make internal connections to adjoining sites whenever such connections will encourage walking over driving to the same destination.
- The pedestrian network should be distinct and easily identifiable by motorists through usage of one or more of these elements: different paving material, pattern, color, or pavement heights; decorative bollards; well-defined crosswalks; and raised median walkways with landscaped buffers.
- Bicycle parking should be accessible and located near a building's main public entrance. The design of bicycle facilities should complement the design of the development's landscape and architecture or be visually inconspicuous.

12.4.1.3 Building Placement / Orientation

Location and orientation of buildings within the network of streets, pedestrian connections, and open spaces on a site largely establish the character of a development. Special attention should be paid to the impacts of visibility, massing, height, and skyline, and, where applicable, the animation of street life. Environmental consideration such as natural light and shade should also play an important role in building placement, orientation, and setbacks. For all non-residential development, the following should be considered:

- Building orientation should be coordinated to establish positive relationships with adjacent streets and structures. New development height should ensure a transition from the height of adjacent development to the maximum height of the proposed structure.
- Buildings location should be used to frame and enclose interesting outdoor gathering space on-site, with consideration toward the scale of the area and of the adjacent buildings.



Organize buildings to form positive relationships with adjacent streets and structures

Avoid random placement of buildings

Fig 12.106 Building placement and orientation

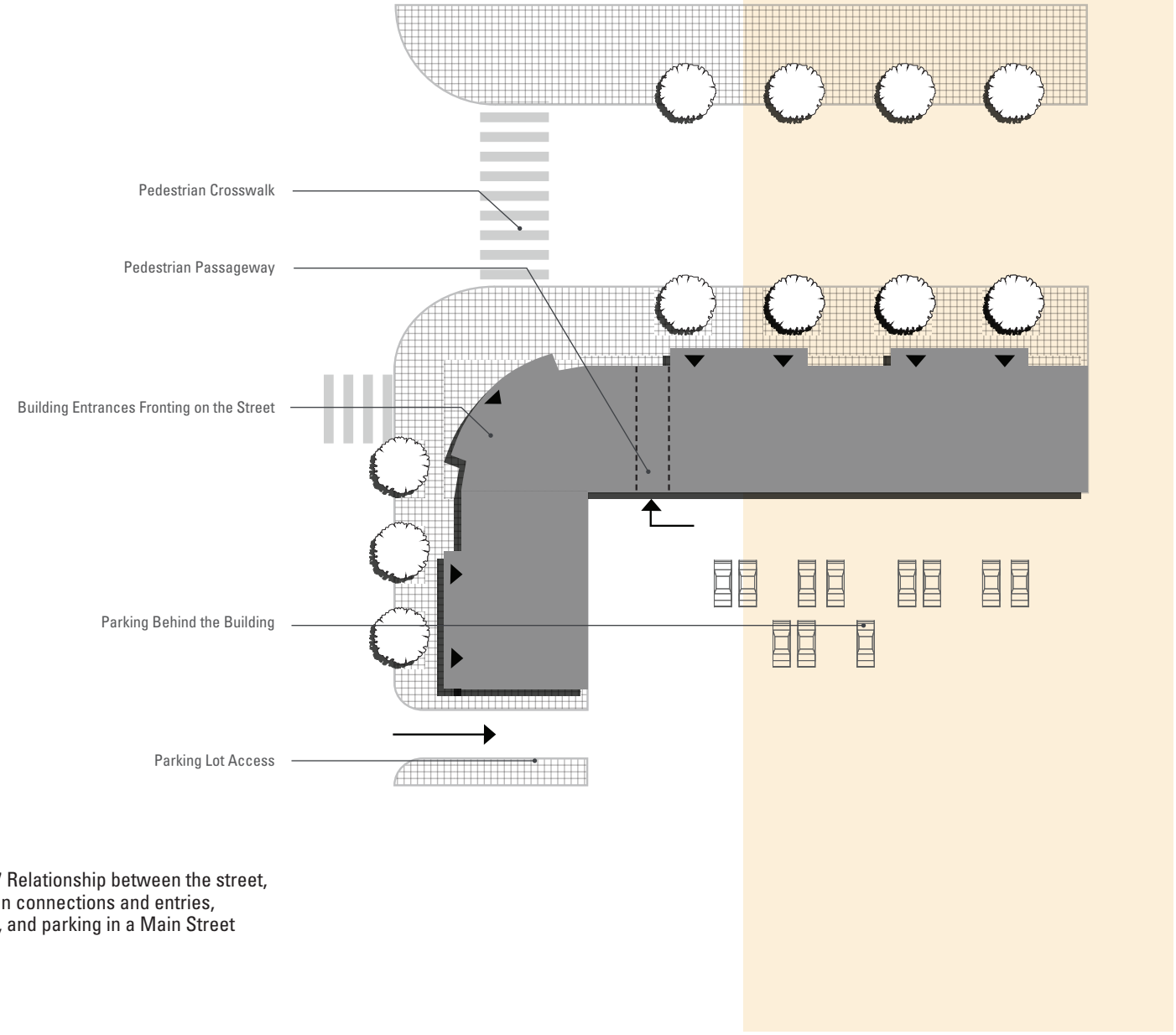


Fig 12.107 Relationship between the street, pedestrian connections and entries, buildings, and parking in a Main Street setting

Fig 12.108 Pedestrian connections through Main Street block to the parking behind

Fig 12.109 Frame and enclose off-street parking areas

Fig 12.110 Building entry

- Where practical, building entrances should be oriented toward the street to encourage street life.
- Building placement should be optimized to take advantage of off-site views.
- Building orientation should allow for natural light and ventilation when feasible.
- Parking structures should not dominate street frontages.
- Continuous, blank building elevations should not be placed adjacent to principal streets. Walls that run in the same direction for more than 50 feet should incorporate significant offsets.

Where commercial mixed-use occurs in a Main Street development, additional guidelines are as follow:

- Buildings should be at or near the back of the sidewalk.
- Buildings should form a continuous edge that gives definition and scale to the street. Interruption of this continuous edge should be treated architecturally to provide for building entries, pedestrian connections, courtyard/plaza spaces, or outdoor seating/eating areas.
- Commercial buildings in a mixed use setting should be integrated with adjacent buildings of other uses, not turn a backside toward them.
- Orient buildings to frame the corner of an adjacent street intersection.
- Frame and enclose off-street parking areas on at least two sides where possible.

12.4.1.4 Building Entries

Building entries in general should be prominent physical statements, by orientation, architecture, or signage, to be visually appealing and identifiable to users.

- In a Main Street development, locate major building and tenant entries to front onto the main pedestrian street frontage. Permit larger retail stores or commercial tenants to have a secondary entrance(s) from an off-street parking lot.

- Commercial, industrial, and business park development typically have their primary building entrances from an off-street parking lot. Building entrance should be clearly visible and easily identifiable as visitors access the site, and the pedestrian connections from the parking lot to the building entrance should be well-defined.
- Recessed openings, such as doors and windows, provide depth and should be used to break up the monotony of large walls.
- Entries, gateways, and stairwells should relate to or be tied into the overall building mass and architecture.

12.4.1.5 Access and Site Circulation

Access points, site circulation, and parking areas on a single site and between adjoining sites should be coordinated to the extent possible to maximize site efficiency and to reduce the dominance of vehicular traffic on community landscape. Simultaneously, pedestrian movement should be reinforced and supported by site plans to enhance the walkability of the non-residential uses.

- Primary and secondary access to individual parcels is generally permitted from a collector level street. Access from arterial streets should be minimized and may be limited to right-in, right-out only. These access points and/

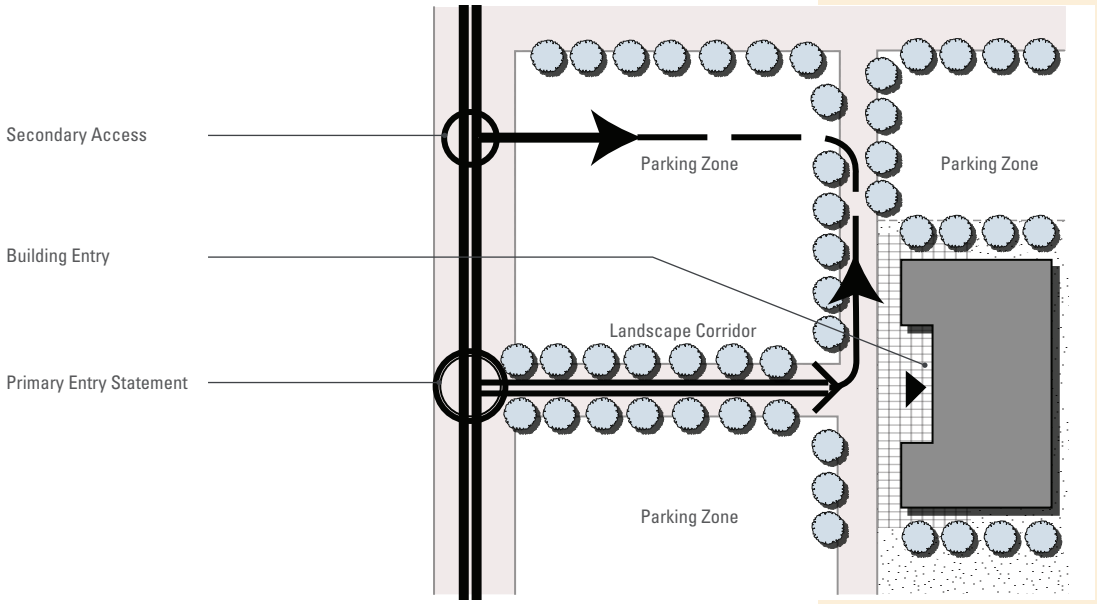


Fig 12.111 Site access diagram

Fig 12.112 Main Street pedestrian space and passageway to parking area

Fig 12.113 Courtyard space

Fig 12.114 Plaza

Fig 12.115 Outdoor cafe

or driveways should be located 150 feet apart, in general, and approximately 200 feet from the nearest intersection.

- Access points should be coordinated with adjacent parcels to maximize joint access for parking and circulation. Furthermore, these access points should align with that of the development parcels across the street whenever practical.
- Driveways and parking areas should be designed to provide for sufficient vehicular stacking during peak hours. A 60-foot setback from the curb should be provided for the first parking stall that is perpendicular to a driveway, or first aisle juncture.
- Access to the primary entry for each site should be planned to create a distinct series of spatial and arrival experiences. This may include an entry statement, a landscape corridor, a separate visitor drop-off, and/or a fore-court or building entry plaza.

12.4.1.6 People Places/Site Amenities

"People Places" in non-residential areas are encouraged to promote a vibrant and interactive environment for residents, employees, and visitors. These common-use areas include plazas, arcades, outdoor patios, building entry forecourts, and courtyards. These spaces provide opportunities for activities such as outdoor eating, reading, casual encountering, and small group gathering.

- Buildings should be carefully placed and arranged to create and enclose a variety of outdoor "people places."
- "People places" should be designed in proportion to the surrounding buildings and activities. They should be large enough to be usable, but not so large as to appear empty or barren.
- "People places" should be furnished with appropriate site amenities such as benches, low walls, shade trees and/or shade structures, water elements, and bollards to facilitate pedestrian uses.
- "People places" should accommodate solar orientation to allow for sunny outdoor spaces in winter and shade in summer with shade structures and shade trees.

In a Main Street development, the quality of the pedestrian environment should be enlivened by interactive architecture and landscape design, including architecturally vibrant storefronts and the following features:

- Accent trees and planting materials
- Seating opportunities (planter walls and benches)
- Enhanced trellises
- Accent or festive lighting
- Focal objects (water, murals, public arts, topiary)
- Outdoor dining areas
- Awnings and arcades
- Bay windows
- Openings and entryways

12.4.1.7 Parking

Sufficient employee, visitor, and resident parking should be provided to accommodate all vehicles associated with the use of each site. However, developments are encouraged to seek opportunities and incorporate design features or transportation management strategies that strive to reduce automobile use, such as enhanced accessibility to public transit, enhanced pedestrian connectivity, trip reduction programs, and shared parking programs.

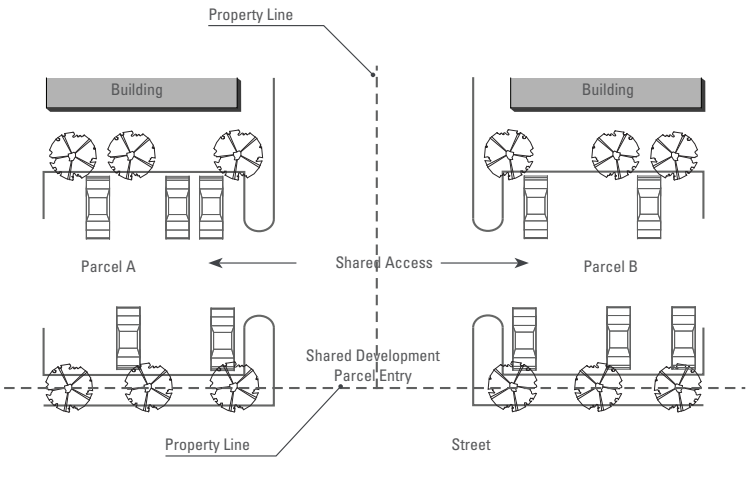


Fig 12.120 Shared Access Diagram

Fig 12.116 Art as focal object of a plaza

Fig 12.117Outdoor dining in people places encourages pedestrian traffic

Fig 12.118 Desert trees providing shade

Fig 12.119 Landscaping at parking lot

Fig 12.121 Parking area screening with perimeter walls and landscaping

Fig 12.122 Parking area screening with berm and vegetation

Fig 12.123 Shade structure as alternative shading device

- Designated spaces must be provided in convenient locations for handicapped, carpool, and bicycle parking. Handicapped parking spaces shall be constructed to comply with accessibility standards.
- Parking areas should be screened from the view of public streets; this can be achieved by means of landscape berms and/or planting materials.
- Site planning should work to disperse parking areas as opposed to creating singular expanses of pavement.
- Parking access should be located as far as possible from street intersections to provide sufficient stacking room.
- Parking areas larger than 5 acres should have a hierarchy of circulation: major access drives with no parking and parking aisles for direct access to parking spaces.
- In a Main Street setting, on-street parking should be provided for convenient access to store fronts. Additional off-street parking should be located behind buildings and screened from public view by means of planting materials and/or low walls; residential apartments can also be used to clad the parking area to minimize the visual impact on the street.
- Shade canopies and shade trees will be provided to create a pleasant appearance and help to reduce the heat island effect/light reflecting surface area. Trees should be distributed throughout the parking lot and not merely at the ends of parking rows.
- Redundant circulation should be avoided and pavement widths reduced whenever possible in favor of greater landscaped open space.
- Landscaped pedestrian paths should be provided through parking areas to building entrances.
- Parking structures should not be placed in visually prominent sites or dominant street frontages. They should strive for a pleasant appearance by avoiding the placement of the ramps at the exterior of the structure and trying to fit in the overall street front design.

12.4.1.8 Utilities, Service and Refuse Collection

Utilities, services, and loading areas should be provided on each non-residential site sufficient to serve the business and activities

conducted on the site. Utilities include electrical transformers, electrical switchgear, electrical service sections, gas meter, back flow preventers, fire risers, fire connections, communications cabinets, etc. Services and loading areas include, but are not limited to, outdoor storage, special equipment, maintenance, loading, and refuse collection areas.

Fig 12.124 Utility infrastructure painted in neutral colors and concealed with landscaping

Utility Infrastructure:

- Identify the location of above ground utility facilities early in the design process. Thoughtfully locate utility facilities such that they are generally placed at the side or rear of the building in a location that is not highly visible from the street or pedestrian routes.
- Utility cabinets and pedestals should not be located within parking lot landscape islands or public rights-of-way where they cannot be screened, are exposed to damage from vehicles, and/or present a hazard to drivers and pedestrians.
- When possible, utilities cabinets, pedestals, and other above ground utility infrastructure should be clustered and screened with landscape materials, berms, walls, and/or architectural elements, and they should be painted a tone that is neutral to its setting.
- Utility facilities should be accessible for required service and maintenance.
- Infrastructure equipment including drainage systems, sewers, gas lines, water lines, telephone and communications wires and equipment, etc. shall be installed and maintained underground.

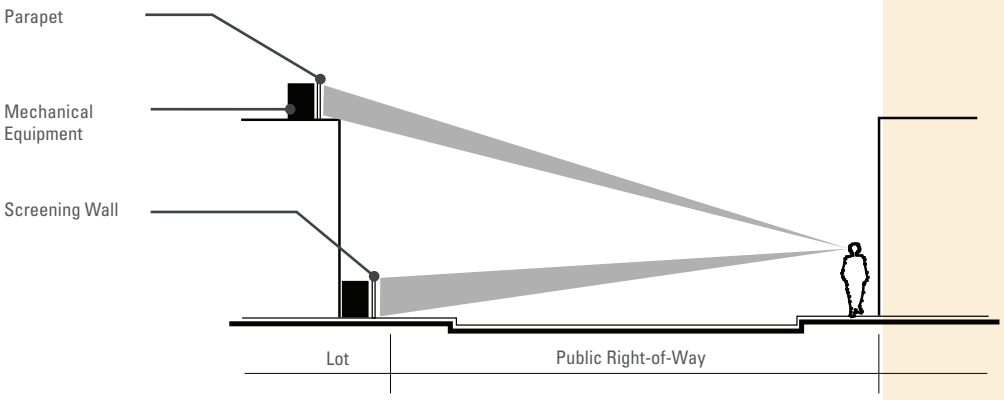


Fig 12.125 Utility infrastructure screening

- Consider any potential need for wireless communication to be integrated directly into the architecture of buildings early in the design process. Freestanding facilities should be fully screened and integrally designed with the site.
- All rooftop mechanical and communication equipment, including satellite dishes, should be completely screened from roadways by parapet walls or within the roof structure.

Service and Refuse Collection:

- Service and refuse collection areas should be located on interior, side, or rear yards, away from public view and screened from public areas.
- In larger commercial, industrial, and business park developments, service and refuse collection areas should be separated from main circulation and parking areas to avoid conflict between service vehicles and regular traffic flow to and from the site.

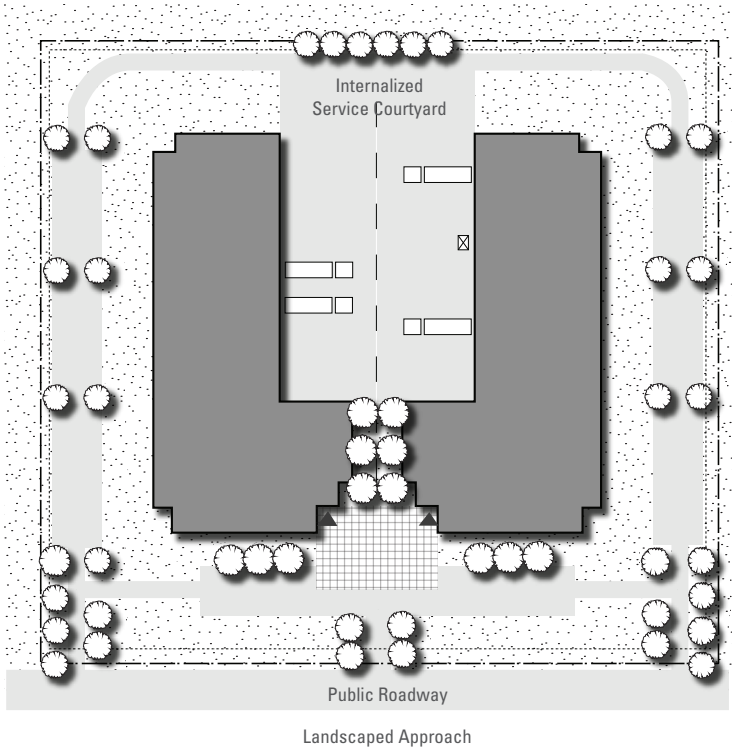


Fig 12.126 Internalized service courtyard

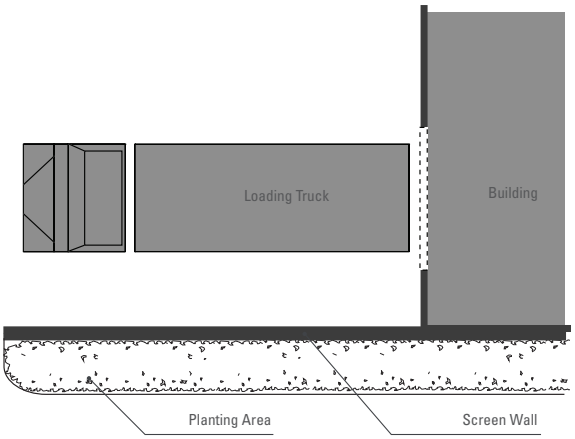


Fig 12.127 Loading area screening

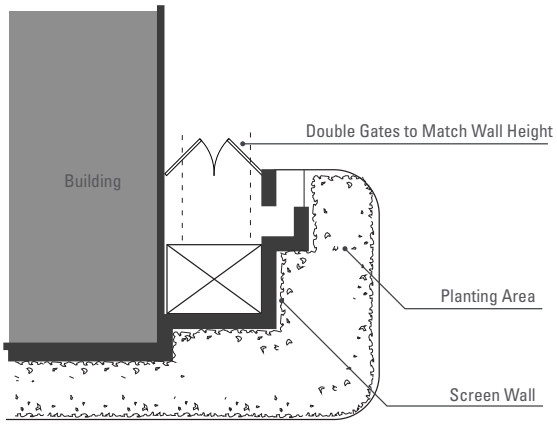


Fig 12.128 Refuse collection screening

- The service, loading, and refuse collection areas should be designed to allow for on-site truck maneuvers to eliminate the backing of large trucks onto a public street.
- Service and loading areas and refuse enclosures should be screened by a solid wall with materials, color, and texture compatible to the adjoining building.
- Screen walls must be 12 inches higher than the equipment, service areas, or refuse collection areas that they are screening.
- Gates for refuse enclosures must be solid or opaque, and must be made of durable low-maintenance materials.
- Shopping carts, dollies, flatbed cars, etc. should be stored within the building or behind a screened wall that is integral to the architectural design of the adjoining building.
- Storage of miscellaneous materials and merchandise should be contained within the buildings and should not be visible from off-site. Exterior storage within and below solid screen walls may be permitted, provided the storage materials are at least 12 inches below the screen wall that surrounds them.
- No service or refuse collection area may extend into a required setback area.

12.4.1.9 Drive-Through Facilities

Drive-through facilities should be located and designed to minimize their visibility from public streets and their effect on adjacent properties.

- The location of drive-through facilities should provide the necessary stacking spaces according to their use.
- The stacking spaces have to be located so that waiting vehicles do not block parking stalls or interfere with the vehicular and pedestrian traffic.
- The drive-through windows should be designed to incorporate architectural coverings consistent with the building design in order to break up the built mass and provide shelter.
- Lighting beneath canopies should be shielded and fully recessed to minimize glare.
- Conveyance systems used to connect remote drive-through stations with the building should be architecturally incorporated or placed below grade.
- Landscaped screening should be provided to the drive-through windows and the order boxes if they face the street.

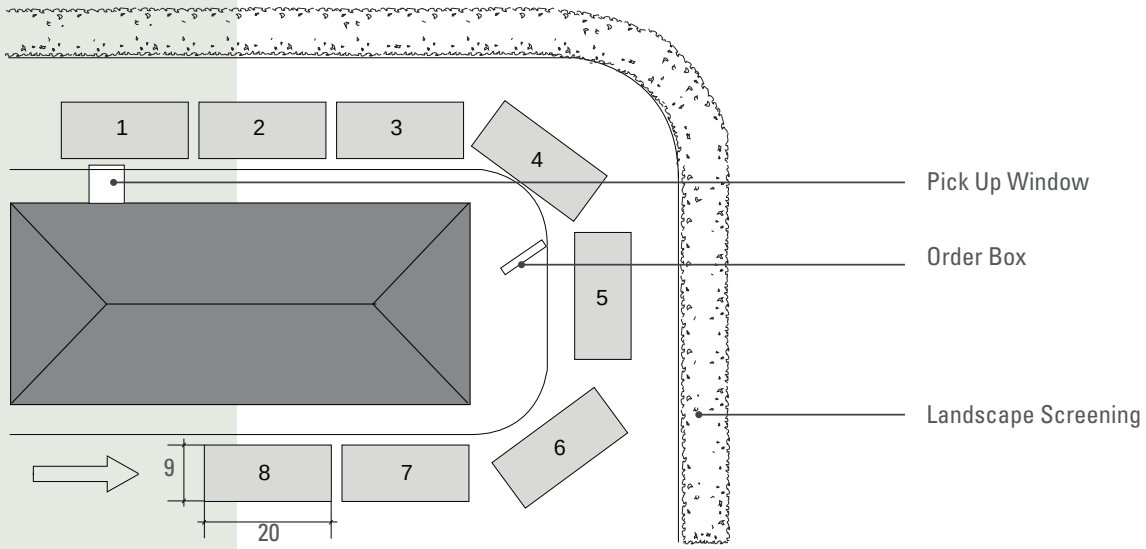


Fig 12.129 Drive-through facility

12.4.1.10 Buffers, Walls and Fences

The use of buffers, walls, and fences will assist in transitioning between land uses and in screening undesirable views. Where commercial and industrial uses are adjacent to residential development, visual buffers in the form of setbacks, landscaping, walls, berms, or a combination of these shall be considered to minimize any negative impact on the residential areas.

Walls and fences for screening and security purposes should be designed as integrated parts of the overall architectural and site design. All materials should be durable and finished in textures and color complementary to the overall architectural design.

No wall or fence exceeding 3 feet in height should be constructed on public street frontage.

Fig 12.130 Wall and landscape buffer screening undesirable views

Fig 12.131 Shopping cart return shown is not integral part of the building

12.4.1.10 Cart Return Facilities

Cart return areas will be provided wherever shopping carts are available on-site, and will be evenly distributed through the parking area to ensure comfortable use.

- Cart return facilities should be consistent in design with the rest of the project and its architecture.
- Shopping cart corrals should be visually screened.
- Where the cart return facility is adjacent to the building, it should be designed as integral part of the building.

Fig 12.132 Zero Setback would be appropriate for storefronts in mixed-use developments

12.4.1.11 Encroachments into Rights-of-Way and Building Setbacks

Where it is beneficial to do so and does not obstruct connectivity or visibility, encroachments into rights-of-way and building setbacks may be allowed. Outdoor seating at restaurants, directional signage, public displays of art, transit or shuttle stops, fountains, news racks, galleries, arcades, awnings, and canopies are examples of items that may encroach within right of ways and building setbacks.

Fig 12.133 Encroachment into the right of way with outdoor cafe sitting area

Fig 12.134 Architecture sensitive to the desert climate

Fig 12.135 Human scale and pedestrian oriented design

12.4.2 Commercial and Industrial Architectural Guidelines

The intent of the non-residential architectural guidelines is to ensure a base level of quality architecture that is responsive to its context and builds upon the aesthetic identity of the community. Image, character, quality and the aesthetic interest of a place is solidified by the architectural design of the building as an individual entity and as an element in the community composition. The guidelines of this section are intended to:

- Encourage multi-building or phased commercial developments to use compatible schemes of materials, colors, and architectural vocabulary to present a unified development character without creating repetitious or redundant forms or design
- Ensure building design reflects the regional context and is sensitive to the desert climate
- Ensure buildings are designed to respect human scale and promote pedestrian activities and experience
- Encourage sustainable development by limiting the amount of resources necessary to construct and operate buildings and by designing buildings to be adaptable for multiple uses

12.4.2.1 General Guidelines for all Non-residential Uses

The following section provides general architectural guidelines that apply to all non-residential uses at Desert Gateway:

Building Form and Character

Building form, character, placement and detail should complement each other to create an aesthetically interesting streetscape viable for pedestrian and business activity.

- Building forms should be well-proportioned resulting in a balanced composition of elements.
- Modulation and variation of building masses between adjacent buildings is encouraged.
- Building massing should consist of a mix of heights, within or between buildings, to provide visual interest to the site.
- Layering of wall planes and volumes should provide a rhythm of dynamic building forms and shadows.

- Prominent massing features should be designed in conjunction with key elements, such as building entries, pedestrian nodes, plazas or courtyards, to function as announcement of prominent intersections or project entries, or to highlight features of building entries.
- Buildings that occupy a pad within a planned project or shopping center should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found in the architecture of other buildings can help to achieve unity within the development parcel.

Fig 12.136 Prominent corner statement

Scale and Proportion of Development

Scale and proportion of buildings among adjacent development should be synchronized to achieve visual harmony within a community.

- New development should respect the predominant scale of development in the surrounding area by designing with elements of similar scale and providing a gradual transition to any larger scaled masses proposed.
- Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of the site that are adjoined by smaller scaled development. Tall buildings can also be used as focal points, in order to draw attention to entries or main activity areas within the development.

Fig 12.137 Gradual height transition to existing buildings

Roof Considerations

Roofs should be designed for functionality and enhance / complement the overall architectural design of the building.

- Vertical roof plane breaks, changes in building/ridge height or other accent roof forms are encouraged.
- Form and materials shall be integrated with the overall design vocabulary of the development.
- Fascia and/or cornice elements should be consistent with the primary design.

- Parapets, when used, should be contiguous and incorporate side/rear elevation returns to eliminate false front/unfinished appearance.
- Roof drains should not be visually exposed; they should be internalized or covered in a manner that is architecturally integrated in the building design.

Facade Treatments

Building should have articulation along auto and pedestrian corridors to generate pedestrian scaling and visual interest along the streetscape.

- Architectural design of buildings should avoid blank walls, especially along the primary pedestrian walkway.
- Buildings that utilize only one building material in the facade treatment shall be detailed with banding, architectural details, textures, color variation and/or offset massing.
- Projections, overhangs and recessed elements should be used to provide shadow articulation and scale to building elevations.
- Elevations having appropriate shielding, and not located on a pedestrian or major corridor, do not require architectural enhancements. However, roof or parapet treatments should be consistent with enhanced elevations.
- Architectural treatments indicated on a front of a building should be reiterated in the treatment of side or back facades when the latter are exposed to public views.

Fig 12.138 Enhanced tilt-up design, materials and projections on simple massing

Parking Structures

Parking structure design should match or complement the design vocabulary of the attached or adjacent building.

- Incorporate form, materials, color and details from the attached or adjacent building.
- Parking structures should not exceed the height of the attached or adjacent building.
- Roof/parapet/fascia treatment should match or complement the attached or adjacent building.

Fig 12.139 Design oriented parking structures

Climatic Response

Building design elements and vocabularies should respect and respond to the unique climate condition in the desert environment.

- Building elements that speak to the desert environment, such as architectural shade devices, a strong relationship to the ground plane, deeply recessed windows and the use of materials and textures that are associated with the region are highly encouraged.
- Covered walkways and arcades are important elements in a desert environment. They are a response to climate, provide a sense of protection and can help articulate the mass and minimize the bulk of a building. Covered walkways and arcades should be provided on building frontages where pedestrian traffic is likely.
- Buildings should respond to solar heat gain, reflectivity and glare through building orientation and the use of architectural shading devices such as pronounced eaves, fin walls and/or covered walkways and low reflective material treatments.
- Where awnings and umbrellas are used, they should be functional and provide maximum shade to the window area. Awnings and umbrellas should be made out of durable and low-maintenance materials and should complement the architectural design of the building.

Fig 12.140 Parking structures integrated in the street front

Fig 12.141 Parking structures integrated with other uses

Fig 12.142 Awnings and arcades incorporated in the building design

Fig 12.143 Partial arcade that provides shade and conceals on-street parking

Fig 12.144 Architecture is designed to provide shade at the pedestrian level

Fig 12.145 Corporate design that fits the design vocabulary of the community

Architectural Details, Materials and Colors

- Primary entrances to buildings should be distinguished with façade variations, porticos, roof variations, recesses or projections, or other integral building forms.
- Window design should complement the architectural style of the building.
- Building materials in general should be durable and have low maintenance requirements in the desert environment.
- Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and masses elements.
- Site walls and screen walls should be architecturally integrated with the building.
- Screening devices, enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.

Corporate Architecture

Corporate businesses should fit the scale and character of the community.

- Typical “chain” prototype styles are discouraged.
- Gas station canopies shall be consistent with the design of the project and building architecture
- Playground structures provided by fast food restaurants shall be located indoors and be subordinate to and consistent with the design of the main building.
- Corporate signage shall not dominate the building façade: harmoniously incorporate logo in the architectural vocabulary.

12.4.3 Architectural Guidelines for Specific Uses

The following section provides general architectural guidelines for specific uses in Desert Gateway: Mixed Use Village Center, commercial, industrial and institutional.

Mixed Use Village Center

The Mixed Use Village Centers provide for a variety of neighborhood level, pedestrian-oriented retail, services, office, entertainment, residential and community facility land uses in a combination of Main Street setting and conventional local neighborhood center / grocery store development. The intent of this component is to encourage the development of a vibrant mixed use area where residents and visitors can live, work,

Fig 12.146 Mixed use street front

Fig 12.147 Sidewalks that accommodate large flows of pedestrians

Fig 12.148 Outdoor dining in mixed use environment

Fig 12.149 Identifiable Pedestrian Network

Fig 12.150 Iconic architecture elements

shop, dine, entertain, socialize, and contribute to the economic viability of the Villages as a whole.

The fine-grain mixed use development within the Village Center should resemble an idealized image of a traditional retail Main Street. The organic development of these main streets involved the addition or replacement of buildings over an extended period by individual builder. This development process created a composition of eclectic character, a sense of variety and spontaneity, fostering pedestrian and business vitality. The desired eclectic streetscene can consist of authentic interpretations of various traditional design vocabularies, more contemporary interpretations or ideally an interesting combination which reinforces the perception of a long established community built over time.

- To the extent feasible, buildings should generally appear as a collection of individual small buildings rather than a single uninterrupted large building; forms appear to be a on a tenant-by-tenant basis, having varied facade treatments and design as if the street scene developed over time.
- Multiple building heights and parapet/fascia treatments are encouraged.
- Ground floors should have storefront design with large windows and articulated entries.
- Pedestrian-scale windows, features and massing should be incorporated.
- Building/tenant entries should be articulated.
- Horizontal definition between uses, generally between the first- and second-story, is encouraged.
- Incorporate awnings and arcades to provide shade.
- Larger single-tenant buildings should use massing offsets and architectural elements to create visual interest in the building and reduce the overall mass.
- Recesses and/or projections are encouraged to articulate facade with light and shadow variation; balconies, pronounced sill trim, awnings or recessed windows are encouraged on upper stories for this purpose.

Grocery stores, pharmacies or other large grain commercial development within the Village Center should be designed to fit into the fabric of the surrounding neighborhood, by giving

special consideration to site layout, building design, pedestrian orientation, traffic patterns, connections to multi-purpose trails and similar site and building characteristics.

- To the extent feasible, buildings should generally appear as a collection of smaller individual buildings rather than a single uninterrupted large building.
- Building forms should appear to be a on a tenant-by-tenant basis, having varied facade treatments or varied massing with unified design, material and color palette.

Fig 12.151 Grocery store that emulates the scale and the style of surounding neighborhood

Fig 12.152 Daily Need Services Embellished with "Small-town" Facades and Design

Fig 12.153 Varied roof plan and incorporation of overhungs in the grocery store design

Fig 12.154 Volume Massing

Fig 12.155 Unified Design with Building Offsets

- Design should be compatible to create an understandable and intuitive development.
- Building/tenant entries shall be articulated.
- Pedestrian-scale windows, features and massing should be incorporated.
- Wall plane offsets are encouraged.
- Material and/or color variation is encouraged.
- Multiple building heights and parapet/fascia treatments are encouraged.
- Parapets, when used, shall be contiguous and wrap building sides to reduce the “false front” appearance.
- Projections or architectural elements to create sheltered pedestrian areas are encouraged.
- Faux glazing on upper stories can create the impression of active elements.

Commercial: Community Commercial

The Community Commercial provides a broad range of retail and services at a community wide and regional level. It may include medium to large box types of commercial such as home improvement stores, book stores, sporting goods stores, electronic appliance stores and hardware stores. Due to the variety of business types and the automobile-oriented nature of these commercial areas, special attention should be focused on site layout, building placement and orientation, vehicular and pedestrian circulation, and service area screening to ensure a high aesthetic quality and clear pedestrian connection is achieved. An effort should also be made to attain design compatibility between adjoining uses.

- To the extent feasible, buildings should generally appear as a collection of smaller individual buildings rather than a single uninterrupted large building.
- Building forms should appear to be a on a tenant-by-tenant basis, having varied facade treatments or varied massing with unified design, material and color palette.

Fig 12.156 Big Box integrated in the urban fabric

Fig 12.157 Facade embellished with elements that visually reduce the scale of the store

Fig 12.158 Texture and color break up the building mass

Fig 12.160 Elaborate design

- Design should be compatible to create an understandable and intuitive development.
- Building/tenant entries shall be articulated.
- Pedestrian-scale windows, features and massing should be incorporated.
- Recesses and/or projections are encouraged to articulate facade with light and shadow variation.
- Material and/or color variation is encouraged.
- Multiple building heights and parapet/fascia treatments are encouraged.
- Parapets, when used, shall be contiguous and wrap building sides to reduce the "false front" appearance.
- Chain businesses are encouraged to incorporate their logo/marketing image with the architectural vocabulary of the building/development rather than the standardized logo/marketing building of the individual chain store.

Fig 12.159 Single buildings articulated with individual storefront facades

Industrial

Industrial uses include business park, light industrial and heavy industrial. These industrial facilities accommodate not only a wide variety of business but also a wide range of activities, each of which requires a specific environment and physical structure.

Business Park

A business park is a multi-building development planned to accommodate a range of uses from office space and research and development (R&D), to light industrial and supporting services. Development parcels can range from a single user on an individual lot to an integrated campus like setting furnished with supporting uses and amenities for the people who work there. Some key elements for business park design include:

- A flexible master plan that anticipates change to serving diverse markets over the long term.
- Flexible building design that meets changing market conditions and tenant needs.
- On-site amenities and services that contribute to a more interesting and desirable working environment.
- Attractive landscaping and public spaces that ensures the entire development has a cohesive and appealing appearance.
- Locate building types that are the least industrial in appearance and function, such as offices, R&D and flex facilities on the most visible part of the business park, close to freeway, interchanges, major arterials, transit routes, commercial services, and residential areas.
- Locate building types that are more industrial-looking, such as manufacturing and assembly facilities, and warehouses and distribution facilities in less prominent areas of the business park.

Office buildings may range from garden-type office to Class A multistory office. In general, they require well designed buildings with corporate identity and image. Strong entrance treatment, good visitor access, attractive landscaping and clear graphic signage are important elements to further enhance

Fig 12.161 Business Park setting

Fig 12.162 Business Park setting

Fig 12.163 Use of materials, glazing and offsets

Fig 12.164 Simple, design oriented architecture

Fig 12.165 Design based on form and massing

the aesthetic quality of the office development. Plazas and courtyards should be incorporated on site to provide visual interest as well as outdoor eating and gathering space for employees and visitors. Proximity to support uses and amenities are also important elements to office users.

Where possible, office buildings should be placed on the most visible part of a business park, close to freeways, interchanges, major arterials, transit routes, commercial services and residential areas.

- Monolithic masses of singular form, height, wall plane or material should be avoided
- Entry statements for pedestrian/user identification should be highly articulated
- Elevations with tenant/visitor entries should have glazing
- Layered wall planes, banding, other architectural details and/or varying materials should be used to articulate forms
- At least two (2) of the following techniques should be used to enhance building architecture and reduce overall mass:
    - Color variation
    - At least two (2) different building materials
    - Changes in texture
    - Vertical/horizontal wall plane projections/recesses (minimum 2-foot offset)
    - Variation of roof line (height or form)
    - Articulated pilasters
    - Architectural elements significantly different from main building in mass or height
    - Trellis or awning elements (proportional to massing of building)
    - Balconies

Research & Development (R&D)

R&D encompasses a wide variety of tenant types. A typical R&D building includes a combination of office/dry lab space, and the remainder flexible space for wet lab, testing facility, engineering, manufacturing, showroom, storage, assembly, distribution and other support uses.

An R&D campus may accommodate a group of office, R&D and supplemental light industrial buildings in a campus environment that is typically organized around a central open space element. A campus can interweave recreational facilities, formal and informal gathering areas, and places for quiet contemplation or study. Recreational facilities range from walking and jogging paths to volleyball and basketball courts, baseball diamonds, and putting greens. Moreover, R&D employees are likely to work irregular hours, often through the night, thus it is important to provide other support amenities on site such as retail and services, dining, and daycare.

- Buildings should be well designed to promote quality corporate identity and image and should:
  - Avoid monolithic masses of singular form, height, wall plane or material
  - Incorporate strong entrance statement(s) for pedestrian/user identification
  - Foster intuitive visitor access and parking
  - Include an attractive lobby area
- The building(s) should serve the intended function/tenant with appropriate floor to floor heights, service/loading areas and heights and internal spaces/functions
- Campus planning should coordinate shared parking, people places and pedestrian connections among buildings
- Architectural design of buildings should be done in a cohesive manner and should incorporate similar or coordinating design elements or color schemes
- Architectural design of the buildings should be cohesive along all pedestrian or major corridor elevations.

Fig 12.166 Shadow articulates simple design

Fig 12.167 Materials and architectural element emphasize massing

Fig 12.168 Simple architecture, integrated uses

Fig 12.169 Color emphasizes simplicity

Light and Heavy Industrial

The architectural design of industrial buildings may be more utilitarian in form and material selection; consideration should be given to blending the quality of development and facade elevation into the context of the Desert Gateway vocabulary.

- Architectural elements, offset wall planes or changes in building massing/height are encouraged to avoid singular building forms.
- Architectural elements or details such as materials, color, massing or similar elements should be used to highlight and accentuate entries.
- Tilt-up panels should utilize textured forms, sand blasting or scoring for visual relief. Smooth panels, without the above elements, may be used in conjunction with color variation.
- Metal panels, elements or wall systems shall be finished to reduce reflection and glare.

Fig 12.170 Light and color variation

Fig 12.171 Entry features on simple, functional design

Institutional

Institutional uses provide a variety of public and private services and support to the residents, employers and visitors alike at Desert Gateway. They include community centers, recreational facilities, schools, churches, civic facilities, fire and police stations. These institutional facilities potentially play a significant role in the "Place Making" of the community. They often act as focal points or landmarks and therefore should be held to a high degree of quality in both design concept and execution. The architectural expression of these buildings should be one of substance; one that conveys a sense of permanence and importance in the community. Height limit and building orientation exemptions may be considered for special iconic elements such as clock or church towers. Sensitively designed and implemented, the image associated with these structures will become "public" or "civic" in nature contributing to a sense of "civic pride" in the community. Where practical, they should be thoughtfully integrated into the neighborhoods and districts. Key facilities should be carefully located to emphasize their civic character and importance to the community.

- Authentic and contemporary design vocabularies are encouraged; faux or overly thematic architecture is discouraged.
- Elevations of all buildings on the same site should have a unified design.
- Scale and mass of buildings should complement the surrounding neighborhood.
- Pedestrian-scale architectural elements and windows are encouraged.
- Consider and design all elevations equally.
- Orient building entries or architectural statements toward major street frontage.
- Monolithic building forms are discouraged.
- Use of two or more materials is encouraged; use of materials should complement not detract or complicate architecture.
- Vertical and horizontal offsets are encouraged.

Fig 12.172 Entry emphasized by special design elements

Fig 12.173 Varied volumetry breaks up the scale of the building

Fig 12.174 Vertical elements confer iconic value

Fig 12.175 Public plaza

Fig 12.176 Pedestrian character.

Fig 12.177 Landscaping in pedestrian areas.

12.5 MIXED USE TOWN CENTER

12.5.1 Character Statement

The Mixed Use Town Center (Town Center) is located at the strategic heart of Desert Gateway. The vision for the project foresees a place where people from all walks of life live, work and play. From children to seniors, tourists and office workers alike, the Town Center is a major regional destination.

The Town Center builds on the region's local, natural and cultural qualities to create an integrated urban community characterized by a true sense of place. The project's uniqueness and strong identity will realize its potential as a vibrant, dynamic, livable activity center that is an appealing destination for all. As the region's pulse, the project will become the symbolic heart of the entire Victor Valley.

With gathering places, parks, pathways and a variety of mid-density urban buildings, the Town Center comprises the design principles necessary to make it the genuine heart and focal point for surrounding communities.

Urban Design

The Town Center's design is based on the principles of new urbanism which emphasize a mix of uses, a variety of housing types, and a physical environment that is conducive to pedestrian and public transit travel. The plan is pedestrian focused with accessible multi-modal transportation, but does not ignore the importance of car access. Buildings are generally mid-rise with intimate relationships to the streetscape.

Land Uses

Set in a contemporary urban environment, the Town Center plan calls for a mix of uses combining major residential, commercial and civic uses. A destination lifestyle retail promenade will define the heart of the project including the

potential for waterfront dining, a public market and major retail anchors. The dynamic commercial hub will be complemented by office, hospitality, academic and a variety of residential uses set in a relatively dense mixed-use community.

Train Station

The plan contemplates a potential train connection and station in the future. To the extent that the City has endorsed this project and provided support, Desert Gateway has identified potential locations for this opportunity. The design of the sites are not predicated on the station being there. This allows the project to move forward notwithstanding the train. The project's uses will be dictated by the market and the plan was developed to allow maximum flexibility, in the event of an interstate rail transport system.

Fig 12.178 Possible train station at Town Center

Planning Principles

All buildings in the Town Center will have a strong presence and relationship with the streetscape below. Unlike typical suburban box development which turns its back on the urban environment, the streetscape in the Town Center is visually continuous creating a harmonious urban fabric. Inner roads are not broken or interrupted by large parking lots, decks, blank facades, service entrances, etc.

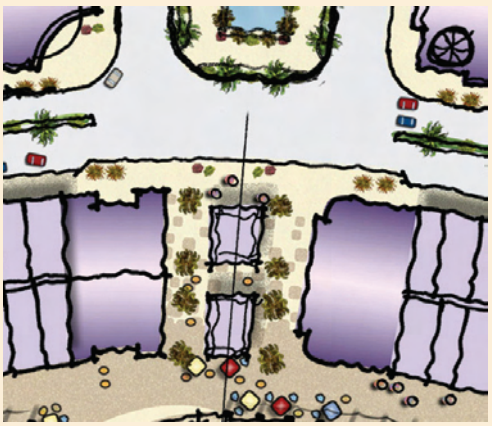


Fig 12.179 Sidewalk design in Town Center

Sidewalks are to be generous in width and designed to incorporate landscaping such as trees and planting, and park benches, lamp posts and other furniture. Sidewalks will also

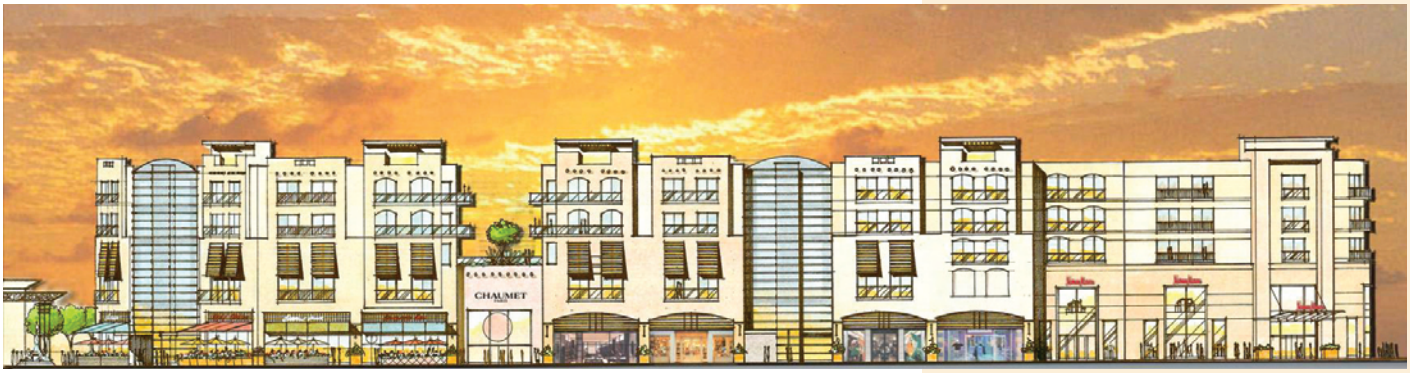


Fig 12.180 Consistent Streetscape

Fig 12.181 Streetscape character

Fig 12.182 Boulevard character

accommodate street activity such as cafés with outdoor seating. Areas should be designated as places for public gatherings, namely street performances, informal exhibitions, and outdoor art shows. In general, main street environments are to become pleasant places for shopping, dining outdoors or indoors, public gathering and performances, or simply a pleasant stroll through the neighborhood.

Streetscape

The community is defined by major boulevards that create key connections to Desert Gateway's surrounding villages. The interweaving of adjacent villages with the urban center is crucial to the creation of a community that remains vibrant, generates value and achieves sense of place.

In this respect, the roads that define the Town Center are designed to create a pleasant urban environment. They are characterized by landscaped medians, bike lanes and generous sidewalks. Traffic is encouraged to slow down as the boulevards enter the mixed use core where pedestrian traffic and bicycles take precedence.

Boulevards gain access to the heart of the community via secondary urban streets which emphasize sidewalk circulation and multi-modal transit systems. As the most important node of activity for the community at large, the Town Center contains people places and public spaces allocated for community events, concerts, festivals and the like. The streetscape provides

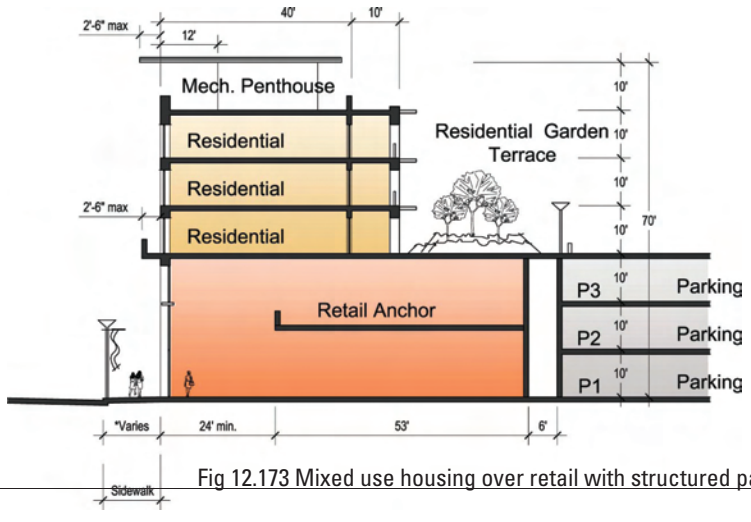


Fig 12.173 Mixed use housing over retail with structured parking

abundant sightlines and direct access to these gathering spots. In addition, access to public transit is available and user-friendly.

Phasing of Town Center Development

The Town Center site is intended as an urban commercial hub and central focal point for the needs of residents and visitors from the surrounding community. The first phase will include the construction of the main retail promenade with retail shops at ground level, corner anchors occupying two levels, and two to four stories of residential above. Surface parking is to be located behind the retail façade and accessed by pedestrian links.

Major retailers, cinemas, cultural facilities, restaurants and a featured food market will anchor the development. A hotel, signature convention center and office towers will support and contribute to the onsite population. A proposed train station would add more visitors, and in this phase would be supported by permanent, landscaped surface parking which becomes part of the linear park running the length of the town center and the highway. Extending from the main promenade will be large public circulation areas leading to significant intersections in the later phases of the Town Center development.

The build-out that will follow the initial construction phase is intended to expand the core of the Town Center linking services, businesses, residents, and visitors to the heart of the development. The city blocks are planned as a network of radiating roadways designed to expand the medium density urban streetscape of the first phase into a larger, denser urban development.

A large pedestrian boulevard with appropriate drought-tolerant landscaping will provide an aesthetic and practical link from major roadways to the center of the Town Center promenade. Additional mixed use buildings are to house street accessible commercial and retail units with residential above filling in the remaining streets. Surface parking is built up as deck parking, and enclosed by the commercial/residential facades on all sides. Terraces are created on top of each parking structure, providing private gardens terraces to each residential block.

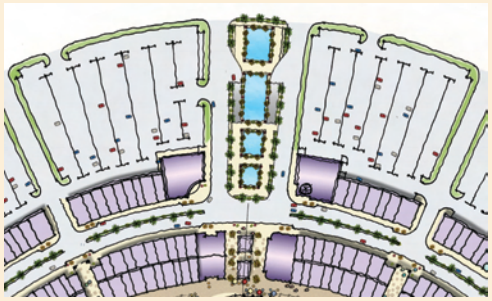


Fig 12.184 Phase 1 Central Intersection

Fig 12.185 Phase 2 Central Blocks

Fig 12.186 Phase 3 Mixed use and residential area

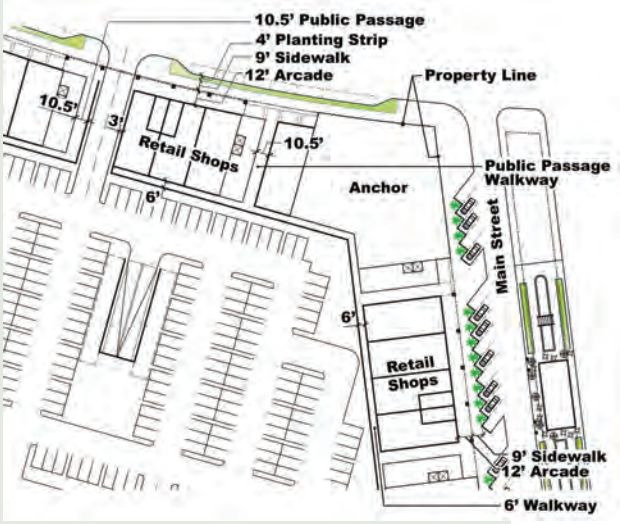


Fig 12.187 Mixed use site planning policies

Fig 12.188 Landmark architecture

Additional commercial and civic iconic buildings are added on the main avenues, creating visual and cultural anchors within the development. Low rise townhomes are clustered together on the perimeter of the Town Center, buffered by the commercial façade. A stadium or sports facility may be built near a peripheral site dedicated to a private and/or post-secondary education facility. Below grade parking is to be added at the core of the Town Center to support additional train ridership and onsite population.

12.5.2 Architecture

Architectural design in the Town Center will be based on a human, pedestrian scale development reminiscent of successful town centers and squares in Europe and North America. The buildings in this district will be contemporary, but with reference to the local historic architectural language and history that is indigenous to this region. These references are not to be overwhelming or too literal, and should include the use of local materials.

The style of modern design described in the Town Center is an architecture that captures the essence or spirit of the place and the region in a modern manner. It is also a style of architecture that is not only found in hot and arid climates, but is also fundamentally sustainable in that context. Systems and technologies that take into account the climate's unique characteristics, such as wind and sun, should be a key element of the design strategy.

Train Station

The proposed train station is to be given a progressive contemporary design and will take on an iconic role for the development as a centerpiece of the Town Center. The station is to be raised off the ground on series of stilts for dramatic impact, and to provide visibility to the development. It is to be designed as a three-dimensional form as it is visible from all angles of the Town Center and Interstate 15.

Modern architectural language is to be used for the design of the structure. This includes general use of straight lines, articulation of facades and horizontal proportions, flat roofs, and cantilevered canopies. Entrance and lobby areas are to be inviting and have a general feeling of openness through the use of transparent glazing and easily identifiable entryways. The station is to be accessible from several points, including street level and parking below. The dramatic nature of the train station energizes the entire project.

Fig 12.189 Train station architecture

Mixed Use Buildings

The primary character of the Town Center is expressed by the architecture of the mixed use buildings that define the streetscape. The relatively dense nature of these buildings requires an overall cohesive architectural style with the careful use of alternating design elements and forms to create variety and visual interest. This may include varying the color or materials based on a theme.

Modern architectural language is to be used for the design of the buildings. Upper level residences may also use rectangular roof features, balconies and bay windows with wrap around glass. Ground level entrances to retail units are to be well defined through the use of cantilevered entrance canopies and transparent glazing. Corner anchors are to bring definition to important intersections in the development through the use of featured architectural elements such as including curved facades, canopies, and premium materials.

Fig 12.190 Mixed use building

Attractive materials are to be used on the ground level and main façade. Material used on corner anchors is to be expressed on the full height of the building to create a unified façade. The buildings are intended to provide a pedestrian-based urban retail space with parking behind or off the main frontage.

Civic, Commercial, & Hotel

Civic, commercial and hotel buildings on the site are often set back from property lines and set as objects on the site. These buildings often take on an iconic role for the development and

Fig 12.191 Sustainable character

Fig 12.192 Drought-tolerant landscaping

so must relate with others on the site to promote a cohesive architectural character. Modern architectural language is to be used for the design of the buildings. This includes horizontal proportions and for glazing and design elements, flat roofs, and cantilevered canopies.

Distinct and appropriate architectural features are encouraged on these public buildings to promote an identifiable character within the site. Entrance and lobby areas are to be inviting and have a general feeling of openness through the use of transparent glazing on the ground level and easily identifiable entryways. Long facades are to be broken up though the use of human scaled architectural articulation. Attractive materials are to be used on the ground level and main façade.

The buildings are to provide visual interest on their relative streetscapes. Landscaped public spaces are to be integrated with the design of each building with special attention placed on views in and out of the buildings. The buildings are to be built as street front objects with parking behind or off the main frontage.

Sustainable Design

In keeping with current thinking and concerns, and taking the cue from large industry leaders in energy and other sectors, basic environmental principles are to be applied. In developed areas, open green area is to be emphasized with additional roof top gardens to provide a total minimum green coverage for the development. Proactive use of energy management systems is encouraged through the use of high efficiency power generators, water filtration systems, the use of photovoltaic panels, etc. Sun shades and louvers are to be incorporated where possible to reduce solar heat gain.

Landscaping

Extensive natural landscaping, pathways, and a series of berms will combine to create an internalized parkland system that is connected directly to the Town Center. Any plant and tree growth will be drought-tolerant, building on the sustainable character of the development. Similar design elements will

be mirrored throughout the streetscape to create synergy and continuity. Streets and parking lots will follow strict landscaping criteria in order to create a pleasant outdoor environment in an urban context.

12.5.3 Massing & Building Form

The mix of appropriate building types and form will define the public realm and urban open spaces of the Town Center. In this respect, massing and form will generally be human-scale in design so as to maintain the intimate urban atmosphere of the development. While massing is generally uniform throughout the project, building forms - including iconic structures and mid-density single-use commercial towers - provide architectural focal points.

As a rule, buildings house three stories of residential over one level of commercial space. By doing so, buildings will relate intimately to the street and sidewalk despite their moderate height. Entries, canopies, arcades and other features will help achieve this by creating safe, pleasant walking environments. Moreover, the massing and orientation of buildings should promote active commercial activity at grade, support public transit access and respond to public and open spaces.

Buildings at the heart of the project will also provide smooth transitions between the commercial core and the more residential and office neighborhoods around the periphery. Access to the main commercial area from the latter areas should also be maximized. Buildings will be tallest at the center of the project, but generally a consistency in building form is maintained to create continuity within the Town Center.

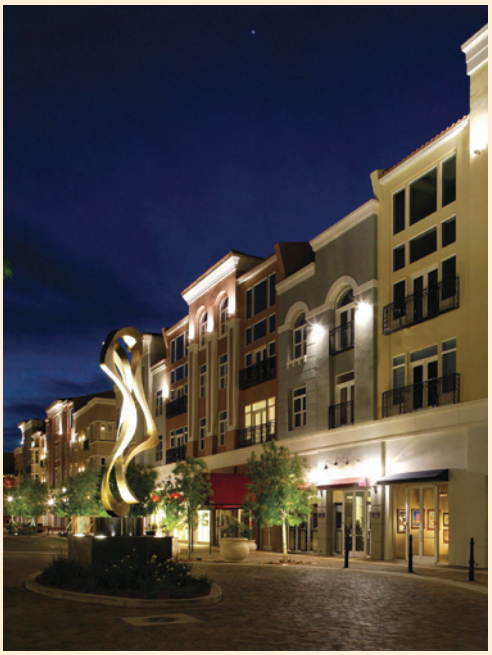


Fig 12.193 Typical massing and height of Town Center buildings

12.5.4 Building Height, Setbacks & Bulk Criteria

Building heights will be determined in accordance with a consistent street front, orientation to the town center, and human-scale design. Floor-to-floor heights will be a minimum of 12 feet with retail elevations a minimum of 14 feet. Most

buildings will be a maximum of four stories tall, with the exception of single-use civic, transportation, and single-use commercial office buildings.

In general, setbacks in the Town Center district are meant to be minimal in order to create a dense, urban, mixed use environment. Front setbacks are to be set against the right-of-way. Secondary streets in the Town Center follow the main setback criteria.

Fig 12.194 A combination of surface and structured parking will support the Town Center, including shared parking between land uses

12.5.5 Parking Design

In general, it is encouraged that parking and parking structures be shared between adjacent land uses as much as possible. Parking is to be accommodated behind the street shops, and preferably in deck parking that is covered by garden terraces allocated to residents living above the ground floor retail units. Generally, all surface parking will be located behind the building.

Street parking will also be a feature of the Town Center. In order to create a Main Street environment along the main boulevard with continuous frontage of appropriately designed retail shops, streetscape and access, parking must be accessible from the street. Secondary streets in the Town Center should also adhere to Main Street principles while catering to service and parking access, etc. Parking types may include parallel and angled parking.

CHAPTER 13:
LANDSCAPE GUIDELINES

13.1 Objective

The purpose of the Landscape Design Guidelines, in conjunction with the design principles discussed in this document, is to provide direction to create, define and guide the character of Desert Gateway, ensuring the development meets Desert Gateway standards of excellence. These guidelines use the water budget approach modeled after the Alliance for Water Awareness & Conservation (AWAC) Model Landscape Ordinance, Section 5 through Section 9 to uphold the projects commitment to sustainable design.

The Landscape Design Guidelines Principles and water budget are intended to reinforce the community making principles of this plan and to describe the landscape design intent for Desert Gateway. These principles provide a specific framework and direction for these design guidelines.

Figure 13-1 Near Town

Figure 13-2 Near Town

13.2 Landscape Design Principles

The Landscape Design Principles are intended to provide guidance for the provision of landscapes throughout Desert Gateway and seek to achieve a system of landscapes and open spaces that are viable and sustainable. The landscape design principles recognize that technologies will change and advance significantly throughout the construction lifecycle of Desert Gateway, and as such, are intended to function as a living document.

The following principles have been established as benchmarks of performance:

- The landscape design should seek to utilize current best practices in sustainable site development and be adaptable to new technologies as they prove themselves reliable. It should be an exemplar of sustainable urban site development.
- The landscape design should provide an interconnected hierarchy of green spaces at a variety of scales, including major parks, minor parks, corridors, public open space and private landscapes.
- The landscape design should seek to enhance overall quality of life by providing recreational opportunities that promote a healthy lifestyle, are safe and complement the well-being of its residents.
- The landscape design should improve the visual quality and amenity values of Desert Gateway.

Figure 13-3 Near Town

Figure 13-4 Near Town

13.3 Landscape Design Goals

This section describes the Landscape Design Goals for Desert Gateway which are intended to guide the provision of landscapes throughout Desert Gateway. The following goals have been established as benchmarks of performance:

- The landscape design, both public and private, should create a strong community identity for Desert Gateway and enhance the community making principles described in this plan.
- The landscape shall be designed in a manner that integrates Desert Gateway into the existing landscape context of its setting, while creating a unique environment that has a strong and distinctive sense of place.
- The landscape design of Desert Gateway shall incorporate infrastructure elements where appropriate to enhance functionality throughout Desert Gateway.
- The landscape design of both public and private, should encourage pedestrian and bicycle access throughout Desert Gateway.
- The landscape design of Desert Gateway should provide open space places and play areas that are meaningful to the residents.
- The landscape design of Desert Gateway should establish a landscape that maximizes the future opportunities for sustainable landscapes.

13.4 Sustainable Landscape Goals

The following goals have been established to support, where environmentally responsible and feasible, the provision of a sustainable landscape for Desert Gateway:

- Sustainable materials shall be used in the construction of landscapes at Desert Gateway. These materials may include recycled materials, materials able to be recycled, and/or “green” products.
- Plant materials that require lower water use than adjacent communities shall be used and the re-use of recycled water shall be established.

- Site storm drainage conditions should be evaluated and, where consistent with current best practice, should be managed to reduce run-off and promote re-use of stormwater in the landscape.
- Plant materials shall be selected to provide a valuable landscape amenity that is both attractive and meets the sustainability goals of Desert Gateway. Plants shall be selected based on their reduced demand for water, fertilizers, pesticides, and maintenance, as well as their potential to provide habitat value for residents and potential fauna.
- Paving materials should be selected to enhance the sense of a quality environment, be consistent with the adjacent architectural design guidelines, and promote sustainability goals.
- Lighting should promote public safety and a "Dark Sky" through the use of cut-off fixtures and other means of minimizing light spillage and pollution.
- Site furniture including signage, seats and benches, litter receptacles, and other furniture elements should be designed and constructed to promote principles of sustainability.

Figure 13-5 Near Town

Figure 13-6 Near Town

13.5 Landscape Zones

A landscape should be established in Desert Gateway that is thematically drawn from the natural landscapes of the region.

Thematic elements may be drawn from the natural landscapes and urban landscapes found in the region. Each theme should be used as a guide to the landscape design, and plant selection and should be developed with the primary goal of integrating Desert Gateway into the surrounding landscape in a compatible manner while establishing a coherent and unique place.

The intent of the landscape zones is to provide a unifying element to the project while providing a unique sense of place for each village and district that is appropriate to the context of Desert Gateway. These zones should be innovative in order to best meet the demands of a growing and vibrant community.

13.5.1 Thematic Landscape Zones

The Landscape Zones are intended to provide guidance on the thematic landscapes within the developed areas of Desert Gateway and is intended to complement the neighborhood types described in this plan. The following landscape themes have been developed from settlement patterns in the region itself and may be used for both broad scale land uses and individual site landscapes within Desert Gateway:

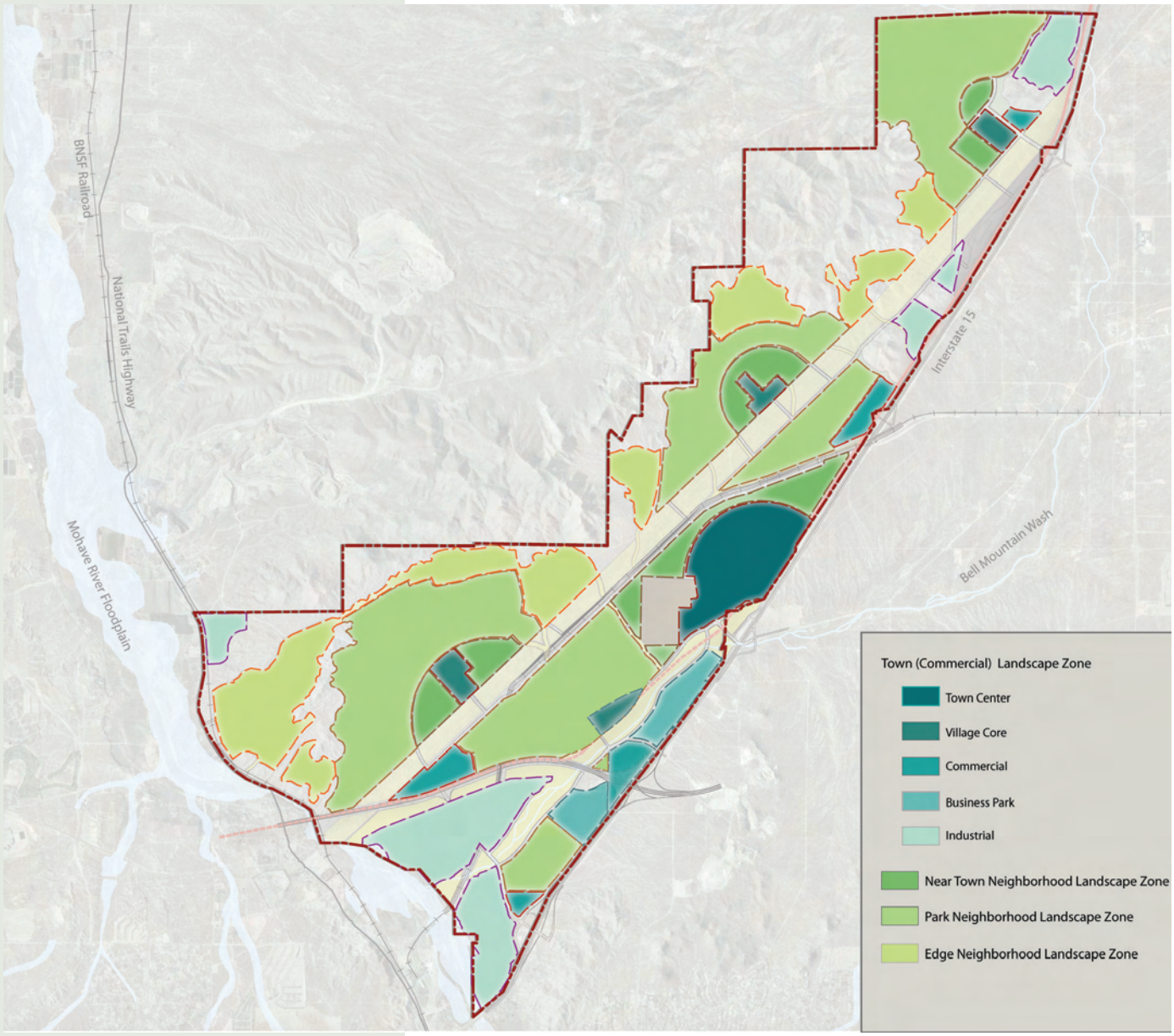


Figure 13-7 Thematic Landscape Zones

Town Landscape Zone

The goal of the Town landscape zone is to produce landscapes that are civic in design and reflect a more public provision of open space. The Town landscape zone should be urban in intent and should be designed to provide higher levels of use by residents and visitors to Desert Gateway. This zone should encompass areas such as the Town Center, Village Cores or commercial sites.

The landscape within the Town landscape zone should be more formal and architectural in nature, complementing the urban form. The use of tree wells or raised planters and paving should be used instead of fully landscaped parkways. Trees should be open and airy to allow for visual exposure of shops to marketing opportunities while providing a comfortable environment for pedestrians.

Well articulated nodes and plazas with paving, special landscape features, and specimen planting may be developed for events or as gathering places for guests, residents and employees.

Figure 13-8 Town Landscape

Figure 13-9 Near Town

Near Town Neighborhood Landscape Zone

The goal of the Near Town landscape zone is to produce landscapes that are vibrant, reflect a diversity of uses and are cores of neighborhood activity in these areas. The Near Town Neighborhood landscape zone, like the urban areas, should have an urban design intent. This zone should encompass near town neighborhoods which are higher in density and may include mixed use.

The landscape within the Near Town Neighborhood should still have most the formality of the Town, but should start to transition into a slightly less formal landscape. Street trees should be formally spaced to reflect the tighter building setbacks. Shrubs and groundcover may be less architectural in form and parkways between the curb and sidewalk may be full landscaped with drought tolerant ground cover. Turf may be used in select areas where most effective.

Figure 13-10 Park Neighborhood

Figure 13-11 Open Space

Park Neighborhood Landscape Zone

The goal of the Park Neighborhood landscape zone is to provide a range of recreational open spaces that are of a scale complementary to the housing in that area. The Park Neighborhood landscape zone should be more suburban in design and should form a transition between the urban and near town landscapes and the edge neighborhoods. The landscape design should be reflect the intent of the park to be a social space for neighborhood residents.

Parks within the Park Neighborhood should have a formal geometric shape and be surrounded by streets. The parks should also have a variety of active and passive play areas to provide a wide variety of resident needs--both physical and cultural.

The landscape within the Park Neighborhood should be less architectural while still keeping a formal street tree pattern. The Park Neighborhood has the most diverse plant palette of all the zones. Turf may be used in select areas where most effective.

Edge Neighborhood Landscape Zone

The goal of the Edge Neighborhood landscape zone is to provide a visual and functional transition between Park Neighborhood and the surrounding open space. The Edge Neighborhood should be more rural in design and should encompass edge neighborhoods and lower density neighborhoods near the outskirts of Desert Gateway. The design should be innovative in order to reduce water demand and meet contemporary needs for open space while integrating sustainable landscape principles and goals.

The landscape should be informal in nature. The plants selected for this zone should be drought tolerant, informal in character and should be low maintenance. Natural landforms should be preserved where practical. Landscape should be in random, natural patterns with a concentration near activity nodes.

Arroyos, Easements and Natural Open Space

Arroyos and easements should be more natural in design while including an enhanced concentration of landscape elements in key locations.

Refer to Chapter 14 Implementation, for funding applications for special landscape and streetscape areas.

13.6 Landscape Design Guidelines: Community Elements

This section describes common elements that contribute to the overall community-making principles for Desert Gateway.

13.6.1 Streetscapes

Streets provide a valuable resource for Desert Gateway, not only by providing physical connections but also by providing a venue for people to meet and interact with each other. Streets should be regarded as valuable public spaces with emphasis placed on provision of canopy and shade trees to promote social interaction and activity, and to reduce heat island impacts caused by large amounts of unshaded paved surfaces.

Figure 13-12 Streetscapes

Figure 13-13 Streetscapes

Street planting should include a mixture of formal and informal planting depending on their function, intensity of use, and scale within the project. Larger and busier streets should be more formal in their design in order to reflect the denser community fabric anticipated adjacent to these streets. Adjacent land uses should also impact street design, especially in areas like the Town Center and commercial areas, where careful placement of trees with clear stems will provide valuable environmental improvement and maintain views to shop windows and entrances. Similarly, very low density residential areas may have more informal groupings of trees dependent upon driveway locations, park locations, access to bike pathways or other site features.

Street trees should be selected from the planting matrices included in these design guidelines and should be chosen for their form, canopy and ability to prosper in the locations proposed. Intersections and entries to individual development properties may be planted with unique species, if desired, but should be consistent with the design and context of that particular project within Desert Gateway.

Street trees should be planted on both sides of each street and should initially be fixed with tie-downs to prevent plants from being damaged during wind storms. Larger trees may be planted along streets to establish the importance of a street within the overall framework of Desert Gateway.

Both formal and informal planting patterns and a variety plant materials should be used to promote a diverse streetscape. A greater formality in plant structure and landscape materials is preferred in the Town Center, and Near Town Neighborhoods. The mature scale and growth habits of street trees should be considered in determining their placement in order

Figure 13-14 Arterial Streets

to maximize their value to the project and provide scale and articulation of building entries.

The landscape strips within or adjacent the right-of-way of streets may be designed to incorporate passive storm water management, including low flow storm drainage channels, bio-swales, bioremediation trenches and other forms of sustainable storm water management where feasible.

The establishment of high water-use plant, such as turf, within the streetscapes should be restricted.

Permeable surfaces meeting ADA requirements for universal access may be used for sidewalks and recreation pathways.

All street trees should be a minimum 24-inch box tree. Any trees within 5 feet of paving or utilities should provide root barriers.

A streetscape concept for Desert Gateway Boulevard, arterials and collector streets shall be included as part of the Preliminary Development Plan.

There will be nine basic street types interlaced throughout Desert Gateway and their landscape designs should seek to reinforce the community building principles described in this plan.

Arterial Streets

The Arterial Streets within Desert Gateway will form the major entries into the project as a whole and will be the first introduction to Desert Gateway for visitors. Arterial streets should be designed to embrace a landscape theme throughout the plan. Parkways will have upright trees that should have a formal spacing pattern. Arterial streets will have medians and parkways that should be landscaped with shrubs and groundcover, not turf. Any area not covered in plant material should be covered with decomposed granite or other rock. Placement of larger trees in the landscape strip should be carefully integrated with the built form of the street wall to reduce the scale of large structures, provide shade and promote easy pedestrian circulation along the sidewalks.

Desert Gateway Boulevard

Desert Gateway Boulevard should be designed to connect the Village cores within Desert Gateway. The landscape within the boulevard should include upright, canopy trees with a formal spacing , and shrubs and groundcover for accents. A formal spacing of trees along the boulevard should provide shade for pedestrians and indicate its importance.

Views to and from the Boulevard should be considered when developing the planting schemes for the road corridor. Key views within Desert Gateway should be given priority through reduction in planting density and framing of views with planting.

Figure 13-15 Town Center Boulevard

Town Center Boulevard / Town Center Collector

The Town Center thoroughfares will need to portray an element of surprise and excitement. Elements that influence and add to the streetscape include lighting, signage, architecture, paving patterns, specialty planting as well as encroachments into building setbacks such as seating areas. These elements should evolve over time and even change with the seasons, creating a different experience for guests each time they visit. Town Center Boulevard landscape should be architectural in nature and should not detract for the Town Center uses.

Figure 13-16 Collector Street

Collector Streets

The Collector Streets within Desert Gateway will form the primary circulation routes. Collector streets should be designed to embrace the landscape themes described in this plan, and may include central landscape medians and separate bicycle pathways. Placement of trees in the landscape strip should be carefully integrated with the built form of the street wall to reduce the scale of large structures, provide shade, and promote easy pedestrian circulation. Shrubs and ground cover should be used within the landscape parkway. Any area not covered in plant material should be covered with decomposed granite or other rock.

Figure 13-17 Main Street

Figure 13-18 Rural Roads

Main Street

The Main Street are part of village commercial spines in Desert Gateway and should be designed to reflect its role as the major civic, retail and entertainment center of the project. Trees in tree wells spaced at regular intervals should be integrated, providing a coherent scale between building elevations and sidewalks, and promote easy pedestrian circulation and gathering. Trees along the Main Street should be upright, formal and airy to allow views of the stores. Raised planters may also be used to provide seating areas.

Local Streets

The Local Streets within Desert Gateway will provide the day-to-day access to homes within the project. Local streets should be designed to embrace the landscape themes described in this plan. Shrubs and groundcover may be used within the landscape parkways. Any area not covered in plant material should be covered with decorative bark or decomposed granite.

Rural Roads

The landscape within the Rural Road streetscape should be an irregular planting pattern . The plant palette should incorporate vegetation that is informal in form and texture. Bio-swales should be incorporated to reduce runoff. Any area within the parkway not covered in plant material should be covered with decorative bark, decomposed granite or small rocks.

Alleys

The Alleys within Desert Gateway will provide access to homes within any portions of Desert Gateway served by alleys. Landscape planting should be incorporated where possible. Alleys provide an important place for community building, acting as an extension of backyard activities. Alleys should be designed to be low-speed circulation zones, minimize non-permeable pavement, and provide shaded venues for informal ball games and other non-organized play.

13.6.2 Edge Conditions

Traditionally, the edges of towns are diverse landscapes reflective of rural land uses and the urban areas that abut them. Each edge condition should be designed to provide an integrated landscape that is diverse yet consistent with the overall scale and land use patterns of the adjacent uses.

Landscape should act as effective yet simple transition between the natural open space and urban landscapes of Desert Gateway Three (3) major edge conditions are described below. The landscapes along these edges should be designed to be consistent with the landscape themes described in this plan and be of a scale that reflects adjacent land uses.

Figure 13-19 Foothill Edge

Figure 13-20 Edge Condition

The Foothill Edge

The Foothill Edge offers a significant opportunity to create an integrated edge with open space through careful placement of buildings, crafting of site grading and careful placement of trees and other landscape features. The design should be drawn from the Edge Neighborhood landscape theme described previously and should be of a small scale in order to promote a seamless edge between the edge of the project and the foothills beyond.

The Mojave River Edge

The River Edge is an important boundary to the Desert Gateway Community, forming a concise edge. The Mojave River is vegetated with native species and provides a natural corridor. Consistent with this plan, the landscapes of the River Edge should be designed to protect and enhance the natural functions of the river and the flood plain and embrace the design themes described in this plan. Landscape design should incorporate the natural processes in action along the Mojave River.

Interstate 15 Edge

Interstate 15 clearly defines the south eastern edge of Desert Gateway. The Interstate Edge also provides a significant opportunity to integrate Desert Gateway with the surrounding landscapes of the valley. The design should enhance the visual quality of the project, but not detract from the visibility of the commercial uses and the Mixed Use Town Center.

Figure 13-21 Walkways

Figure 13-22 Walkways

13.6.3 Pedestrian Pathway Network

Pathways form a valuable part of Desert Gateway's circulation network by providing a venue for active and passive recreation as well as social interaction. A comprehensive bicycle and pedestrian pathway network should be established throughout Desert Gateway.

The pedestrian network at Desert Gateway consists of two primary components: walkways and pathways. Walkways and pathways will provide not only social and recreational opportunities for the residents but also an alternative mode of transportation. The two systems should be planned and integrated seamlessly to provide a meaningful pedestrian connection to the various destinations within the project.

As with the parks and open spaces, planting along the pedestrian network is intended to provide shade, promote activity and reduce the heat island effect due to large amounts of unshaded paving. Plantings should include both higher concentrated nodes and more naturalized in other areas. It should provide residents and visitors with a meaningful experience of public space, that is educational and promotes active participation and healthy lifestyles.

Design should be drawn from the landscape themes described previously. It should seek to provide a diverse landscape that meets the recreational and connectivity demands of the project while enhancing the community building principles described in this plan.

Walkways

The walkway system is typically located adjacent to the streets, may be separated from the curb by a landscape parkway or, in the case of an urban area, may extend all the way to the curb. The walkway width will vary depending on the classification of the streets and the development intensity of the built environment. The provision of street trees, appropriate signage, lighting and pedestrian crossings, together with the neighborhood crafting principles set forth in the design guidelines, are all important elements that will greatly enhance the visual experience and safety of the walkway system.

Pathways

The off-road walking and biking pathways will provide a different experience for Desert Gateway residents and visitors. They should typically be located in arroyos, linear parks, easements and other open space areas. Pathways emphasize a more recreational use and should include routes that contain viewpoints and vista corridors, scenic diversity, interesting land forms and natural features. Their width should accommodate expected levels and types of use, safe passing and periodic turnouts. Amenities may include benches, trash receptacles, dog waste bag stations, lighting and appropriate signage. The pathways should have a coherent and recognizable design throughout the system. The trail surface should be appropriate for a variety of uses, easy to maintain and help minimize runoff and erosion.

Figure 13-23 Pathways

Figure 13-24 Pathways

13.6.4 Signage and Graphics

A coherent signage and graphics strategy should be developed that integrates and enhances the community building principles described in the Specific Plan. The goal of this section is to outline the typical signage types that will be installed in Desert Gateway and describe restrictions on the signage.

Signage has the ability to greatly improve access throughout the project, build neighborhood identity and establish graphic standards that enhance an overall sense of community and place. Similarly, uncontrolled signage has the ability to detract from the design consistency and may detrimentally impact the quality and consistency of the pedestrian and vehicular environment.

Typical allowable signage types are described below:

Street Signage

Street signage should be provided to establish clear access and promote a sense of community. Design of the signage should embrace the design of adjacent neighborhoods.

Open Space Signage

Open space signage should be installed in all parks, linear parks and trailheads and may provide areas for community notice boards and maps that illustrate connections to the bicycle and trail network. Signs should be clear, simple and elegant. Where reasonable, multiple directional signs should be grouped to reduce the number of signs installed in parks and along the trail network.

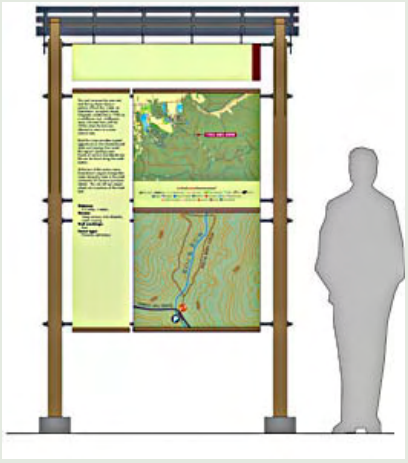


Figure 13-25 Open Space Signage

13.6.5 Monumentation

Gateways and monumentation are an important part of Desert Gateway's identity by contributing to the arrival experience. Monumentation is the initial impression given to guests and residents indicating that they are entering to a place of distinction.

There should be a hierarchy of gateways throughout the project. The grandest and most important are the monuments located at the entrance of Desert Gateway from the freeways. Village level gateways are important as well, but are less grand than the project level monuments. Commercial and industrial districts should have gateways, monumentation or signage that clearly indicate the name of the project and the businesses within the area.

Principal Village and District gateways into Desert Gateway should be articulated through the use of landscape features such as vertical monumentation, and highly enhanced planting. Special paving and decorative light fixtures may also be used for structure along with accent planting.

Landscape treatment of these entries shall maintain adequate sight lines for vehicle safety. Particular care should be taken in placing trees and hedges at gateways to ensure public safety. Signage at entries into individual development and building sites should be discouraged as these are not compatible with the community building principles described in this plan.

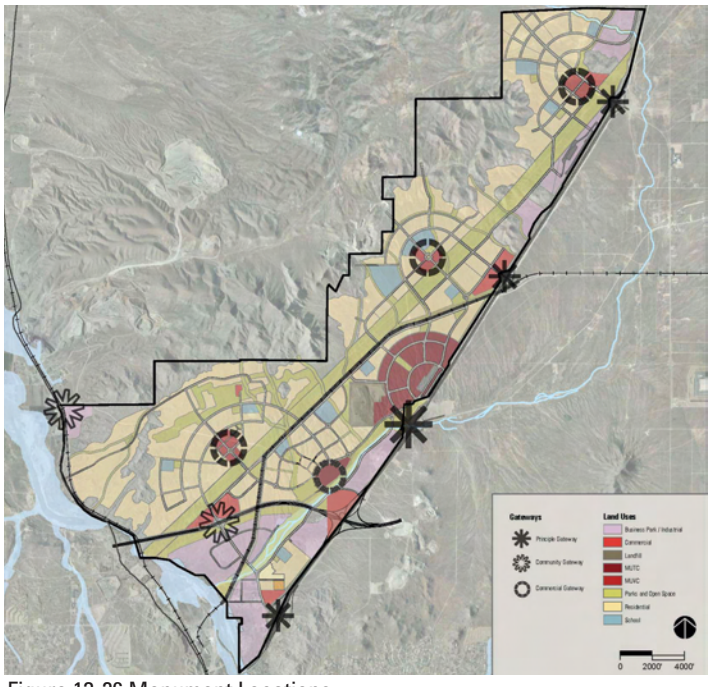


Figure 13-26 Monument Locations

13.6.6 Lighting

Lighting will be integral to the establishment of an overall sense of well being and safety throughout the project. Appropriate levels of illumination will enhance the sense of community through establishing pools of light at critical areas such as ball courts, project entries, intersections and play areas. Lighting should also be used to accent walkways, entries, and seating areas.

Light fixtures should be selected to be consistent with the landscapes of each park and open space with emphasis placed on high-use areas and those bounded by greater building mass and/or density. Varying standards for light fixtures should be imposed for use throughout the project since light fixtures have the ability to add to the sense of neighborhood identity. Lighting should be selected to meet "dark sky" and sustainability principles.

Where necessary, photometric studies shall be completed by a certified lighting engineer to ensure adequate light levels for streets, parking lots and commercial locations. Lighting should be designed to by consistent with City regulations and should seek to maintain and enhance dark sky principles, including:

- Restricting light pollution by installing cut-off light fixtures that direct light downward
- Restricting energy usage through selecting light fixtures that accept low wattage bulb options and offer a balanced light spectrum

General lighting requirements are described below:

- Outdoor lighting should be designed to minimize light spillage onto adjacent properties
- All light fixtures should be shielded to conceal the light source and eliminate glare
- White light sources should be strongly encouraged since they provide better color rendition and improved visibility
- Light hardware should be selected to complement the landscape and architectural expression of public spaces and homes
- Light sources that operate from dawn-to-dusk should be completely shielded

Figure 13- 27 Accent Lighting

Figure 13-28 Street Lighting

Figure 13-29 Residential Lighting

Figure 13-30 Commercial Lighting

- Exposed lamps should not be allowed in decorative fixtures
- All large area luminaires should be required to have housings that provide full cut-off and prevent uncontrolled light spillage to adjacent residential properties

The following light types have been identified for use at Desert Gateway:

Street Lighting

Street lighting should be installed on all streets, operating from dusk until dawn, and be consistent with City regulations. Light fixtures should be selected to meet dark sky criteria and be of a design that reinforces the uniform aesthetic of surrounding street furniture and signage.

Park Lighting

Park lighting should be installed along all walkways consistent with City regulations. Light fixtures should be selected to meet dark sky criteria and should be consistent with the design of each park, including park furniture and signage, to provide a more uniform aesthetic.

Sports Field Lighting

Sports field lighting should be installed on fields where operational hours extend into evening hours in order to maximize use of these facilities. Lighting of sports fields should be placed on a timer, and consistent with operating requirements, to minimize light pollution and reduce energy usage during periods of low or no use.

Parking Lot Lighting

Parking lots should be equipped with a range of light fixtures. Preference should be given to building-mounted fixtures located so as to not impede light spread to the ground plane and major pedestrian paths. Where night use is limited, light levels should be connected to a timer that will dim lights to a lower level of intensity after the adjacent facility closes, providing sufficient light for safe egress from the buildings as needed.

Commercial Lighting:

Town Center and Village Core Lighting will be reviewed as part of a preliminary development plan, pursuant to Policy 14.3.2.

13.6.7 Site Furniture

Site furniture should be provided and be dispersed throughout the public realm of Desert Gateway to provide opportunities for the residents and visitors to gather at key locations.

Additionally, opportunistic seating should be promoted, through the location of appropriately sized landscape elements such as rocks, play structures, walls and other landscape elements, should more formal seating not be readily available.

Other site furniture should include bicycle parking, litter bins, recycling bins, bollards and other traffic control devices. These should be selected, where necessary and desirable, to be complementary to the adjacent development and the community building principles described in this plan.

Figure 13-31 Site Furnishing Example

Figure 13-32 Transit Shelter Example

Figure 13-33 Transit Shelter Example

Transit Shelters

Bus and transit shelters will provide a valuable community resource for Desert Gateway. In addition to providing a location to wait, bus and transit shelters are also a valuable tool in defining the look and feel of the area as a whole.

Bus and transit shelters should be provided at all shuttle stops and at designated intersections along planned bus routes. These shelters should be located adjacent to major neighborhood gathering places such as neighborhood commercial areas, parks, schools and major activity generating land uses.

The design of the bus and transit shelters should embrace sustainable principles through potential use of solar energy to provide lighting in evening hours as well as providing efficient shading and shielding of passengers from inclement weather. Bus and transit shelters should be located to give clear lines of sight for passengers viewing approaching buses and trains from both standing and seated positions within the shelter. ADA principles should be used to promote easy entry and exit from buses and trains and to promote universal access to this valuable resource.

Detailed design of bus and transit shelters should be architecturally unique to Desert Gateway as a whole, yet may be modified to reflect the adjoining land uses and neighborhoods.

Figure 13-34 Backyard Wall

13.6.9 Fences and Walls

The intent of fences and walls is for either visually defining a useable space, such as sitting areas, public safety, protection or for grade-related issues. These elements should be designed to complement the related landscape and architectural design.

Fences and walls should be designed as integral building and site design elements. The materials and colors of walls and fences should be designed to complement the visual integrity of the larger area rather than the individual units.

The following additional guidelines should also be followed:

- Fences that are visible from the street should incorporate more detailing than fences that are predominantly out of public view.
- Special accent treatments such as arbors or archways are encouraged for use at key locations such as entries to housing or within parks.
- Trellises used in conjunction with fences and building design may be used to add to architectural authenticity and variety.
- Taller fences may be placed along rear or side property lines. Chain link fences are not be allowed in Desert Gateway, except for the purpose of temporary site protection during construction.
- Long expanses of fence or wall surface should be designed to prevent monotony.

Residential Fences

There are two different residential fence types in Desert Gateway: front yard and rear/side yard. Each plays an important role in the character of the project's streetscenes, making fence locations critical.

A three (3)-foot-high maximum front yard fence or wall is allowed only in the SF-L land use category as a way to define the transition between the street and the frontyard. Fences and walls should be consistent with the architectural style of adjacent housing. The use of front fences is most appropriate with lower density structures such as detached homes or traditional town houses. Low fences are generally not encouraged on larger multi-family buildings or "tuck-under" buildings.

Multifamily units should include a maximum six (6)-foot-high fence or wall that is at least 75 percent non-

view-obscuring. Perimeter walls of split-face rock or other appropriate material shall be provided for all tract developments.

Landscape and/or grading may be necessary to ensure flexibility in the location of fence and wall returns. In the case of rear/side yard fences and walls along streets, the landscape zone should be increased in width to allow the fence and/or wall to return to the back of the front fence.

Rear / side yard fencing return should end toward the back half of the house so as to be less visible from the street.

Figure 13-35 Industrial Screen Walls

Non-Residential Fencing

Fences and walls are not allowed in non-residential areas in Desert Gateway except where required for safety, grading, or security purposes, or to screen loading, storage, or mechanical equipment. Fences and walls should be designed to be consistent with the architectural design of the associated buildings and, where possible, be fully integrated into the landscape design of each individual property.

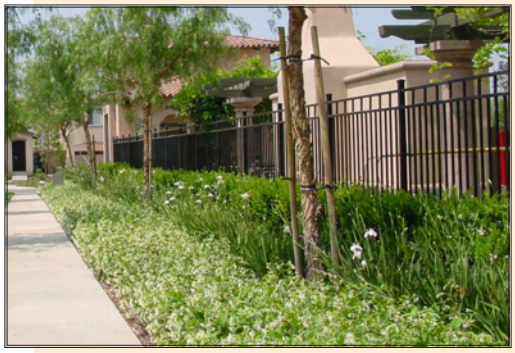


Figure 13-36 View Fencing

13.6.10 Irrigation

Single family residential houses should be encouraged to have an automatic irrigation system installed before they are occupied. All public areas, streetscapes, multi-family parcels and non-residential uses shall have a permanent automatic irrigation system. Drip irrigation systems should be used where practical (excludes turf areas).

Non-permanent, above ground irrigation systems may be used in areas that will eventually revert to natural conditions.

If available, reclaimed water should be used in public and commercial areas.

Figure 13-37 Drought Tolerant Front Yard Landscape

Figure 13-38 Screening and Foundation Planting

13.7 Residential Landscape Design Guidelines

The landscaping within the residential neighborhoods of Desert Gateway provides a valuable resource for the project as a whole and offers the ability for each homeowner to customize their lot.

Landscape themes for residential landscapes at Desert Gateway should be based on examples prevalent in the region and should complement the architectural style of each individual home. These residential landscapes should also provide a contemporary and water sensitive interpretation of typical domestic landscapes.

Regardless of landscape theme, plantings should be designed and selected to minimize the use of irrigation beyond an initial plant establishment period of two (2) years. Plant materials tolerant of growing conditions in the region and those that typically require less irrigation than traditional ornamental landscape species should be used.

Hedges, fences and walls often mark the front yard perimeter and assist in defining the public street edge. Behind this edge is typically a mix of perennials, succulents and native shrubs and ornamental trees. In Desert Gateway, the front yard landscapes should seek to be more contemporary in their installation in an attempt to further implement water conservation measures in the landscape.

Front Yard Landscapes

The front yard landscape area includes the area from the front of the home, side yard and walls to the street. The design for the front yard landscape shall relate to the landscape theme and individual architectural style of the home. The front yard landscape for each home shall be specifical1y designed for the actual configuration of the lot and shall consider adjacent housing and other land uses, solar orientation, views, access and visibility in defining plant and tree locations.

Any area not planted should be covered with decomposed granite or small stones.

Planting in the front yard landscape shall utilize a combination of plantings types, which include screen planting, formal / informal hedges, field planting, foundation planting and enhanced planting

Screen Planting

Screen planting shall consist of a diverse combination of large and medium shrubs and vines. The goal of screen planting shall be to reduce the scale of large blank walls and facades, and to provide separation between adjacent land uses.

Formal Hedge Planting:

Formal hedge planting shall consist of a limited combination of medium or small shrubs, capable of being clipped to shape. The goal of formal hedge planting is to act in lieu of fences in defining boundaries or for screening of adjacent uses where space is restricted.

Informal Hedge Planting

Informal hedge planting shall consist of a combination of medium and small shrubs and may potentially be clipped to shape. The goal of informal hedge planting shall be to provide boundary definition and low scale screening that is integrated into field planting.

Field Planting

Field planting shall consist of a wide array of species from small trees through large, medium and small shrubs and ground covers. The goal of field planting is to provide a diverse planted landscape that covers large areas of the front yard, reduces water demand and provides an attractive and patterned landscape to the front yard landscape.

Foundation Planting

Foundation planting shall consist of small and medium shrubs. The goal of foundation planting is to provide screening of a home's foundation and provide screening of unsightly elements such as air conditioning units.

Enhanced Planting

Enhanced planting shall consist of a wide variety of plant species, so as to provide visual and functional interest to the front yard and to enhance the entry experience and views from the home. The goal of enhanced planting is to provide each homeowner with a customizable landscape including elements such as pots, small water conserving features, arbors, trellises and the like.

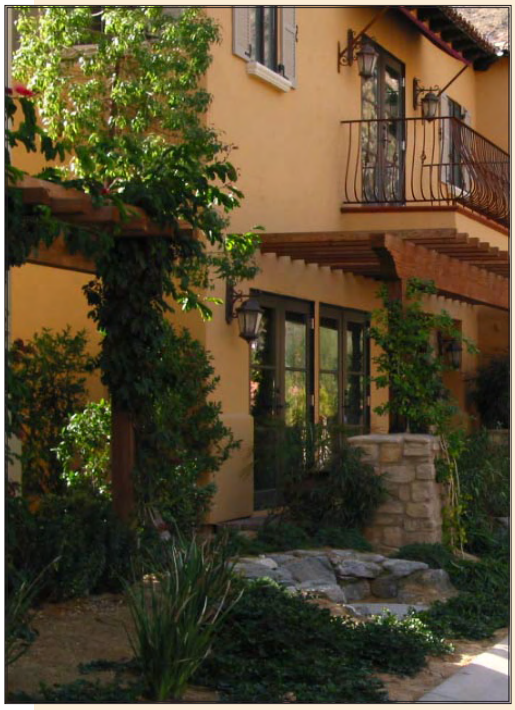


Figure 13-39 Screen Planting

Figure 13-40 Informal Hedge Planting

Figure 13-41 Medians in the Town Center

Figure 13-42 Landscape in Commercial

13.8 Non-Residential Landscape Design Guidelines

The landscapes within non-residential use areas of Desert Gateway should provide a valuable resource for the area as a whole and should be landscaped for its maximum use, provide locations for employees and visitors to gather and be a significant visual amenity.

Landscape themes for non-residential landscapes in Desert Gateway should be based on examples prevalent in Southern California, and should complement the adjoining architectural style.

Regardless of the landscape theme, plantings should be designed and selected to minimize the use of irrigation and should focus on the use of plant materials tolerant of growing conditions in the region.

The landscapes associated with non-residential uses should be eclectic with a mix of mature landscapes incorporating perennials, succulents, shrubs, shade and ornamental trees. In Desert Gateway, the non-residential landscapes should provide a more project-oriented landscape that promotes a sense of gathering and comfort in both public and private landscape spaces alike. Wherever possible, water conservation techniques should be integrated into the landscape design.

This section illustrates key elements and design strategies for non-residential uses in Desert Gateway. The guidelines recognize that each owner or tenant may desire to customize their landscape and, as such, describe a minimum level of landscape.

Town Center

Landscapes in the Town Center should be designed to allow for a diverse range of activities and events from strolling and sun bathing to parades, community festivals, farmers markets and other special events that help build a sense of community. Consequently, the Town Center should include a range of landscape spaces that offer both formal and informal gathering locations in both hard and soft form. Wherever possible, sidewalks should offer clear lines of sight to commercial premises, be protected from the elements by either shade trees or awnings and incorporate a consistent design for street furniture, signage and landscape elements. Gathering spaces and communal areas should include seating opportunities both formal and opportunistic, such as low walls and landscape berms. Consideration of special event signage should be included in the form of changeable event signs on lamp posts and other vertical elements in the landscape.

Landscapes within the Town Center should seek to maximize display windows for retail establishments wherever possible. Formal dining and seating opportunities should be encouraged adjacent to dining establishments and these areas should be landscaped with shade structures and space separators such as modest walls, fences and grade separation.

Commercial

Landscapes in the commercial areas within Desert Gateway should be designed to accommodate a range of activities and events that support the adjacent enterprise and develop a design that is consistent with the adjoining architectural style. The commercial areas should include a range of spaces that offer both formal and informal gathering locations, including formal and opportunistic seating opportunities. Sidewalks should offer clear lines of sight to commercial premises, be protected from the elements by either shade trees or awnings and incorporate a consistent design for street furniture, signage and landscape elements.

Industrial

Landscapes in the Industrial areas within Desert Gateway should be designed to accommodate employees of the area as well as present an attractive land use. These landscape areas should include a range of spaces that offer informal gathering locations. Wherever possible, sidewalks should be planted with shade trees and the ground plane and landscape planting should incorporate a consistent design for signage and landscape elements.

Landscapes in the institutional areas within Desert Gateway, which include schools, community centers and other public facilities, should be designed to allow for the anticipated users of each facility. They should be scaled and organized in a clear plan reinforced by plant materials with the goal of articulating clear access and connections to Desert Gateway.

Figure 13-43 Landscape in Industrial Area

Figure 13-44 Landscape in Business Park

Figure 13-45 Industrial landscape

Figure 13-46 Parking lot landscape

13.8.1 Landscape Setbacks

This section describes minimum standard landscaping requirements for building setbacks in non-residential areas of Desert Gateway.

- Trees shall be incorporated into the landscape setback in the front of buildings. Where feasible, trees should be incorporated into side setbacks, especially where adjacent to residential.
- Low water demand groundcover should be provided for a majority of the common areas (with the exception of zero lot line mixed-use buildings).
- Shrubs and succulents should be provided for in the common areas (with the exception of zero lot line mixed-use buildings).
- A mixed palette of groundcover, shrubs and succulents should be installed in private courtyards where these occur on natural ground.
- Common areas should provide for small gathering areas by providing a diverse range of landscape spaces including seating areas consistent with the intended use of the facility.
- Adequate lighting and signage should be incorporated to enhance the facility's ability to function and should be managed to reduce energy demand.

13.8.2 Landscape Buffers

Visual buffers should be used when residential and non-residential uses are adjacent to each other. These buffer should include building setbacks, trees or large shrubs, berms or walls.

13.8.3 Parking Lots

This section describes minimum standard landscaping requirements for parking lots in non-residential areas of Desert Gateway.

- Trees shall be a minimum of 24" box or larger.
- Planters shall be a minimum interior dimension of five (5) feet
- Tree wells shall have one (1) shade tree per eight (8) parking stalls.
- Landscape islands shall have two (2) trees per twelve (12) parking stalls.

- Clear circulation paths for both pedestrians and vehicles. Curb cuts and entry drives should be reduced to the minimum number required to provide a functional parking lot. Parking lots on adjoining commercial and retail properties should be connected internally to avoid traffic circulation onto public streets for short journeys and to improve utilization of the parking lots.
- Parking lots should be screened from public streets with tall shrubs and ornamental trees. Where landscape screening is limited, consideration of structured screens such as walls, fences and planted structures should be considered subject to design review.
- Bio-swales and other stormwater management features should be integrated into parking lot designs in order to reduce the volume and speed of storm water runoff from each parking lot and treat the runoff on site.

13.9 Building Entries and Perimeter

This section describes minimum standard landscaping requirements for building entries and perimeter landscapes of non-residential areas of Desert Gateway.

13.9.1 Plazas / Courtyards / Outdoor Spaces

This section describes minimum standard landscaping requirements for outdoor spaces in non-residential areas of Desert Gateway.

- Plazas courtyards and open spaces should be provided for buildings, wherever appropriate, to enhance the quality of environment and the design of each building.
- Plazas, courtyards and open spaces should be located along south facing walls wherever possible to maximize solar gain.
- Plazas, courtyards and open spaces should include seating opportunities.
- Shade and ornamental trees should be planted in the courtyards.
- Ornamental and perennial planting should be provided at entries to each space to enhance the sense of community.
- Employee break / recreational areas should be incorporated into the design of a project.

Figure 13-47 Plazas

Figure 13-48 Activity Area

Figure 13-49 Screen Service Areas

13.9.2 Service Docks / Loading Bays

This section describes minimum standard landscaping requirements for service and loading bays in non-residential areas of Desert Gateway.

- All service docks and loading bays should be screened from adjacent streets, open spaces and public pathways by walls designed as part of the architectural expression of each facility. Additional screening should be provided by shade trees, tall shrub and ornamental tree planting.

13.10 Naturalize landfill slopes

Following the closure of the Victorville Landfill, slopes should be revegetated and re-contoured to have a more natural appearance.

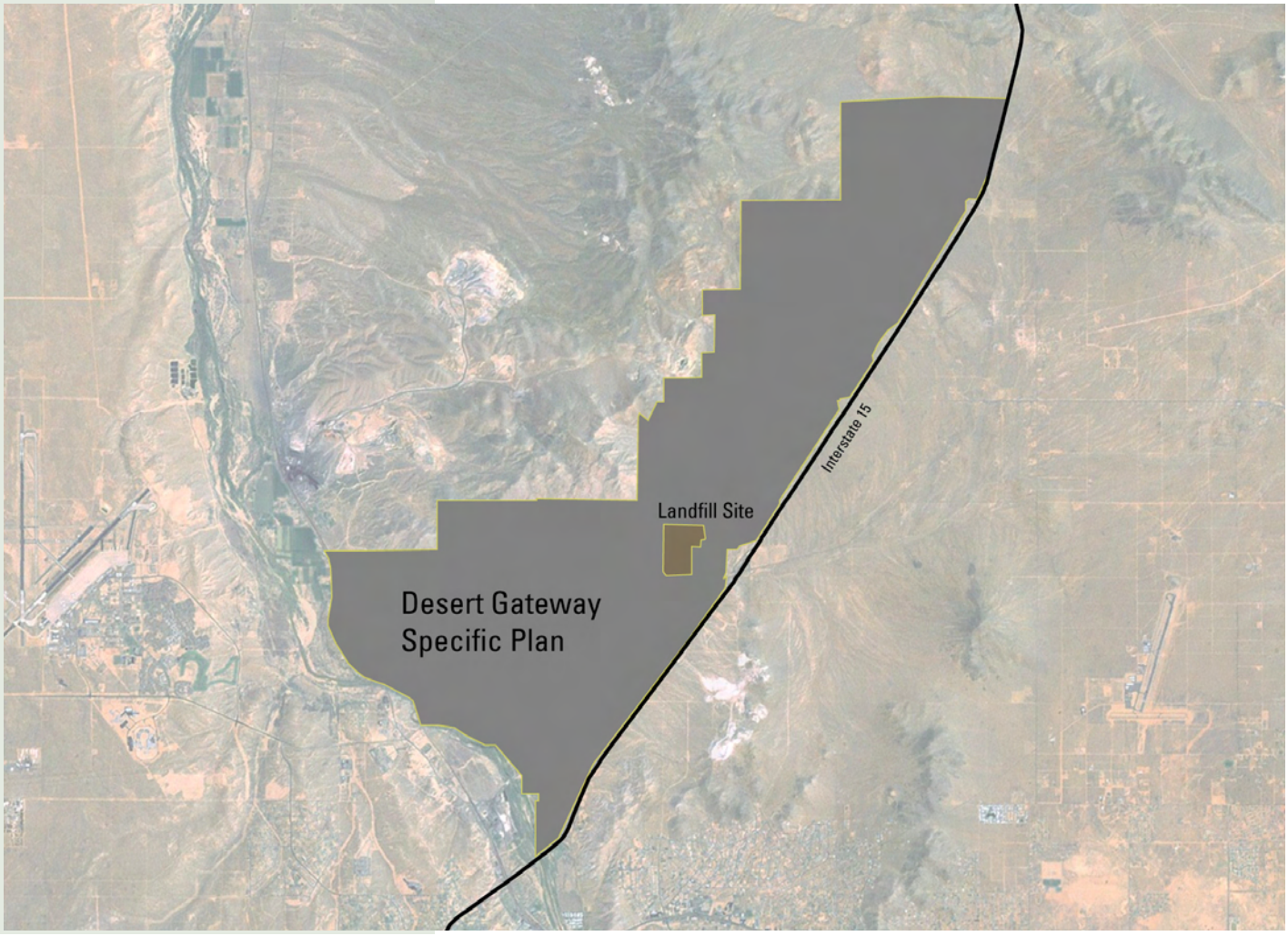


Figure 13-50 Location of landfill

13.11 Plant Palette

The following plant palette provides a suggested list of appropriate species for use at Desert Gateway. The palette is divided by landscape themes and street trees and is intended as a guide to selection of plant materials by use and landscape theme. Plants selected for use throughout Desert Gateway should be drought tolerant, adapted to the region, low maintenance and non-invasive.

This list may be expanded upon as new cultivars are developed by the nursery industry and as additional species prove themselves reliable in the Desert Gateway location.

Plants included on the City of Victorville's Parks, Landscape Maintenance Assessment District (LMAD) list of approved plants are indicated on the following plant list.

Figure 13-51 Drought Tolerant Near Town Streetscape

Figure 13-52 Drought Tolerant Rural Streetscape

Town Center / Village Cores

Figure 13-53 Phoenix canariensis

Figure 13-54 Syagrus romanzoffianum

Street Trees

Phoenix canariensis	Canary Island Date Palm
Phoenix dactylifera	Date Palm
Pinus canariensis	Canary Island Pine
Pinus eldarica*/**	Elder Pine, Afghan Pine
Pinus pinea*/**	Italian Stone Pine
Pistacia chinensis*	Chinese Pistache
Platanus racemosa	California Sycamore
Syagrus romanzoffianum	Queen Palm
Tipuana tipu	Tipu Tree
Washingtonia filifera*	California Fan Palm
Washingtonia robusta	Mexican Fan Palm

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Park Trees

Albizia julibrissin*	Silk Tree, Mimosa
Brachychiton populneus	Bottle Tree
Calocedrus decurrens*	Incense Cedar
Cedrus deodara*	Deodar Cedar
Ceratonia siliqua	Carob Tree
Cupressus arizonica	Rough-Barked Arizona Cypress
Cupressus glabra	Smooth-Barked Arizona cypress
Cupressus sempervirens 'Stricta'	Columnar Italian Cypress
Eucalyptus sideroxylon	Red Ironbark, Pink Ironbark
Eucalyptus camaldulensis*	Red Gum, Red River Gum
Eucalyptus cinerea	Spiral Eucalyptus, Ash Gum, Argyle Apple
Eucalyptus citriodora	Lemon-Scented Gum
Eucalyptus cladocalyx	Sugar Gum
Eucalyptus erythrocorys	Red Cap Gum
Eucalyptus leucoxylon	White Ironbark, Pink-Flowered Ironbark
Eucalyptus polyanthemos	Silver-Dollar Gum
Gleditsia triacanthos*	Honey Locust
Olea europaea	Olive
Phoenix canariensis	Canary Island Date Palm
Phoenix dactylifera	Date Palm
Pinus canariensis	Canary Island Pine
Pinus eldarica*/**	Elder Pine, Afghan Pine
Pinus pinea*/**	Italian Stone Pine
Pinus roxburghii	Chir Pine, Indian Longleaf Pine
Pistacia chinensis*	Chinese Pistache
Platanus racemosa	California Sycamore
Quercus agrifolia	California Coast Live Oak
Quercus buckleyi	Texas Hill Country Red Oak
Quercus emoryi	Emory Oak
Quercus ilex	Holly Oak, Italian Live Oak, Holm Oak
Quercus oblongifolia	Mexican Blue Oak
Quercus suber	Cork Oak
Quercus virginiana	Southern Live Oak
Schinus molle	California Pepper Tree
Schinus teribinthifolius	Brazilian Pepper Tree
Sophora japonica*	Japanese Pagoda Tree
Tipuana tipu	Tipu Tree
Zelkova serrata**	Sawleaf Zelkova
Ziziphus jujuba	Chinese Date, Jujuba

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Town Center / Village Cores

Figure 13-55 Olea europaea

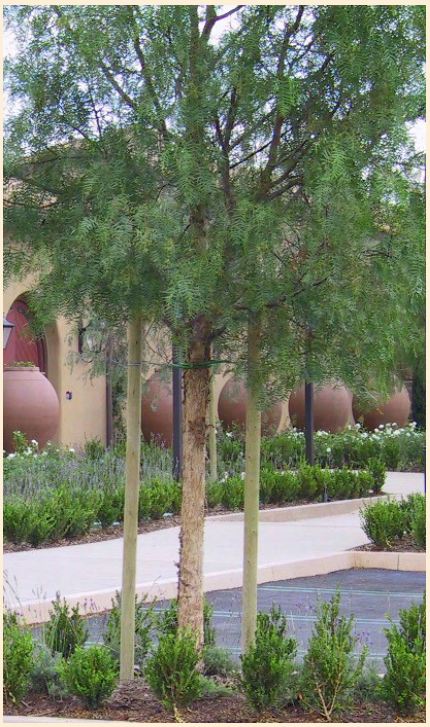


Figure 13-56 Eucalyptus citriodora

Town Center / Village Cores

Figure 13-57 Convolvulus cneorum

Figure 13-58 Calliandra eriophylla

Shrubs

Abelia grandiflora**	Glossy Abelia
Abutilon palmeri	Sonoran Flowering Maple, Desert Abutilon
Asparagus densiflorus 'Myer'	Asparagus Fern, Myer's Asparagus
Asparagus densiflorus 'Sprengeri'	Asparagus Fern, Sprenger Asparagus
Berlandiera lyrata*	Chocolate Flower
Calliandra californica	Baja Fairy Duster
Calliandra eriophylla	Fairy Duster, False Mesquite
Cassia artemisiodes	Feathery Cassia
Cassia nemophila	Desert Cassia
Cassia phyllodinea	Silvery Cassia
Cereus peruvianus	Peruvian Apple
Convolvulus cneorum	Bush Morning Glory
Cordia parvifolia	Little-Leaf Cordia
Dalea greggii	Trailing Indigo Bush
Dalea pulchra	Bush Dalea
Dasylirion acrotriche*	Green Desert Spoon, Green Sotol
Dasylirion longissima*	Toothless Sotol, Mexican Grass Tree
Dasylirion wheeleri*	Desert Spoon, Sotol
Euphorbia rigida	South African Perennial Euphorbia Bush
Euphorbia tirucalli	Pencil Tree, Milk Bush
Evonymus japonica**	Evergreen Evonymus
Ferocactus cyclindraceus	Compass Barrel Cactus
Ferocactus wislizenii	Fish Hook Barrel Cactus
Fouquieria splendens	Ocotillo
Hesperaloe parviflora*	Red Yucca
Hemerocallis sp.*/**	Daylily
Juniperus chinensis**	Chinese Juniper
Juniperus horizontalis**	
Juniperus sabina**	
Juniperus scopulorum**	
Juniperus squamata**	
Juniperus virginiana**	
Justicia californica	Chuparosa
Justicia spicigera	Mexian Honeysuckle
Leucophyllum candidum	Cenizo, Violet Silverleaf
Leucophyllum frutescens*/**	Texas Ranger, Texas Sage
Leucophyllum laevigatum*	Chihuahuan Rain Sage
Leucophyllum langmaniae	Langmanie's Sage, Cinnamon Sage
Leucophyllum prunosum	Tamalepian Sage, Sierra Bouquettm
Leucophyllum zygophyllum	Blue Rain Sage, Blue Rangertm
Lobelia laxiflora	Red Mexican Lobelia
Mahonia fremontii**	Desert Mahonia

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Shrubs Continued

Mahonia trifoliate	
Melampodium leucanthum	Blackfoot Daisy
Myrtus communis	True Myrtle, Roman Myrtle
Myrtus communis 'Compacta'	True Myrtle, Roman Myrtle
Myrtus communis 'Boetica'	Twisten Myrtle
Nandina domestica**	Heavenly Bamboo
Nerium oleander	Oleander
Nolina bigelovii	Bigelow Nolina
Penstemon	Desert Penstemon, Desert Beard Tongue
Penstemon ambiguus*	Prairie Penstemon
Penstemon barbatus*	Scarlet Penstemon
Penstemon eatonii*	Eaton's Penstemon
Penstemon parryi*	Parry's Penstemon
Penstemon pseudospectablilis*	Canyon Penstemon
Penstemon superbus	Superb Penstemon
Perovskia atriplicifolia*	Russian Sage
Phoenix roebelenii	Pigmy Date Palm
Photinia fraseri*/**	
Plumbago auriculata	Cape Plumbago
Punica granatum	Pomegranate
Punica granatum 'Nana'	Dwarf Pomegranate
Purshia mexicana	Cliff Rose
Rhaphiolepis indica**	Indian Hawthorn
Rosemarinus officinalis*/**	Rosemary
Yucca baccata*	Banana Yucca

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Town Center / Village Cores

Figure 13-59 Penstemon

Figure 13-60 Rosemarinus officinalis

Town Center / Village Cores

Figure 13-61 Aloe striata

Figure 13-62 Muhlenbergia rigens

Groundcover and Vines

Aloe saponaria	Soap Aloe
Aloe striata	Coral Aloe
Antigonon leptopus	Coral Vine, Queen's Wreath
Aptenia cordifolia	Hearts and Flowers, Baby Sun rose
Asteriscus maritimus	Mediterranean Beach Daisy
Atriplex barclayana sonorae	Beach Carpet Saltbush
Atriplex semibaccata	Australian Saltbush, Creeping Saltbrush
Baccharis hybrid 'Centennial'*	Centennial Coyote bush
Baccharis pilularis*	Dwarf Coyote Bush, Chaparral Broom
Carpobrotus chilensis	Chilean Ice Plant, Pacific Coast Sea Fig
Cephalophyllum aestonii "Red Spike"	Red Spike Ice Plant
Cotoneaster congestus**	Pyrenees Cotoneaster
Cotoneaster horizontalis*/**	Rock Cotoneaster
Dalea greggii*	Trailing Indigo Bush
Delosperma congestum	Ice Plant
Evonymus fortunei**	Winter Creeper
Gazania splendens*	Clumping Gazania Hybrids
Gazania rigens leucolaena*	Trailing Gazania
Lampranthus spectabilis	Trailing Ice Plant
Malephora crocea	Gray Ice Plant
Malephora luteola	Yellow Malepora
Macfadyena unguis-cati	Cat's Claw
Muhlenbergia capillaris*	Pink Mulhy
Muhlenbergia dumosa	Bamboo Mulhy
Muhlenbergia emersleyi	Bull Grass
Muhlenbergia lindheimeri*	Autumn Glow
Muhlenbergia rigens*	Deer Grass
Myoporum parvifolium	Trailing Myoporum
Sedum reflexum*	
Sedum spurium*	
Thymus vulgaris*	Common Thyme

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Street Trees

Brachychiton populneus	Bottle Tree
Casuarina stricta	Coast Beefwood, Drooping She-oak
Chitalpa tashkentensis*	Chitalpa
Geijera parviflora	Australian willow
Quercus agrifolia	California Coast Live Oak
Quercus buckleyi	Texas Hill Country Red Oak
Quercus emoryi	Emory Oak
Quercus ilex	Holly Oak, Italian Live Oak, Holm Oak
Quercus oblongifolia	Mexican Blue Oak
Quercus suber	Cork Oak
Pistacia chinensis*	Chinese Pistache
Platanus racemosa	California Sycamore
Tipuana tipu	Tipu Tree

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Near Town Neighborhoods

Figure 13-63 Brachychiton populneus

Figure 13-64 Quercus agrifolia

Near Town Neighborhoods

Figure 13-65 Eucalyptus cinerea

Figure 13-66 Prosopis chilensis

Park Trees

Acacia baileyana	Bailey acacia
Acacia stenophylla	Shoestring Acacia
Albizia julibrissin*	Silk Tree, Mimosa
Arbutus unedo*	Strawberry Tree
Brachychiton populneus	Bottle Tree
Callistemon viminalis	Weeping Bottlebrush
Calocedrus decurrens*	Incense Cedar
Casuarina cunninghamiana	River She-oak, Australian Pine
Casuarina equisetifolia	Horsetail Tree, Australian Pine
Casuarina stricta	Coast Beefwood, Drooping She-oak
Cedrus deodar*	Deodar Cedar
Ceratonia siliqua	Carob Tree
Cercidium floridum	Blue Palo Verde
Cercidium microphyllum	Little-Leaf Palo Verde, Foothills Palo Verde
Cercis canadensis mexicana	Mexican Redbud
Cercis occidentailis	Western Redbud
Chitalpa tashkentensis*	Chitalpa
Cupressus arizonica	Rough-Barked Arizona Cypress
Cupressus glabra	Smooth-Barked Arizona Cypress
Cupressus sempervirens	Columnar Italian Cypress
Eucalyptus camaldulensis*	Red Gum, Red River Gum
Eucalyptus cinerea	Spiral Eucalyptus, Ash Gum, Argyle Apple
Eucalyptus citriodora	Lemon-Scented Gum
Eucalyptus cladocalyx	Sugar Gum
Eucalyptus erythrocorys	Red Cap Gum
Eucalyptus leucoxylon	White Ironbark, Pink-Flowered Ironbark
Eucalyptus microtheca	Coolibah, Tiny Capsule Eucalyptus
Eucalyptus polyanthemos	Silver-Dollar Gum
Eucalyptus torquata	Coral Gum
Geijera parviflora	Australian willow
Gleditsia triacanthos*	Honey Locust
Grevillea robusta	Silky Oak
Heteromeles arbutifolia	Toyon, Christmas Berry, California Bolly
Melaleuca quinqueneriva	Cajeput Tree
Melia azedarach	Chinaberry Tree, Persian Lilac Tree
Olea europaea	Olive
Pinus canariensis	Canary Island Pine
Pinus halepensis	Alleppo Pine
Pistacia chinensis*	Chinese Pistache
Pittosporum phyllyraeoides	Willow Pittosporum
Platanus racemosa	California Sycamore
Prosopis alba	Argentine Mesquite

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Park Trees Continued

Prosopis chilensis*	Chilean Mesquite
Prosopis glandulosa*	Texas Honey Mesquite
Prosopis nigra	Black Mesquite
Prosopis pubescens*	Screwbean Mesquite
Prosopis velutina	Velvet Mesquite
Quercus agrifolia	California Coast Live Oak
Quercus buckleyi	Texas Hill Country Red Oak
Quercus emoryi	Emory Oak
Quercus ilex	Holly Oak, Italian Live Oak, Holm Oak
Quercus oblongifolia	Mexican Blue Oak
Quercus suber	Cork Oak
Quercus virginiana	Southern Live Oak
Rhus lancea	African Sumac
Schinus molle	California Pepper Tree
Schinus teribinthifolius	Brazilian Pepper Tree
Tipuana tipu	Tipu Tree
Vitex agnus-castus*	Chaste Tree, Monk's Pepper Tree

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Near Town Neighborhoods

Figure 13-67 Tipuana tipu

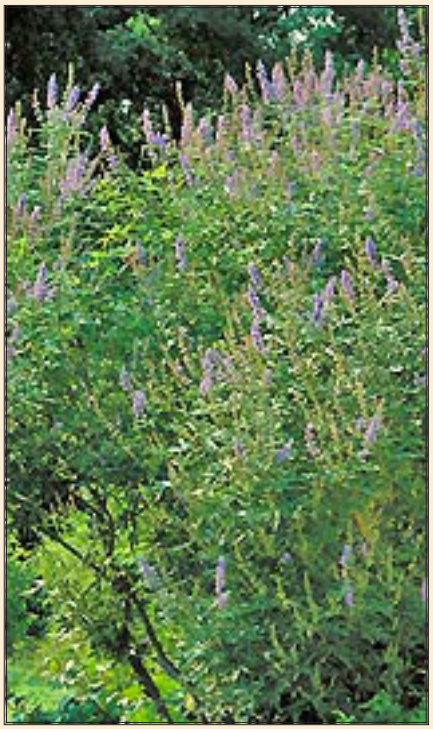


Figure 13-68 Vitex agnus-castus

Near Town Neighborhoods

Figure 13-69 Asparagus densiflorus

Figure 13-70 Dodonaea viscosa

Shrubs

Abutilon palmeri	Sonoran Flowering Maple, Desert Abutilon
Acacia berlandieri	Guajillo, Berlandier's Acacia
Acacia constricta	White-Thorn Acacia
Acacia cultiformis	Knife Acacia
Acacia redolens	Prostrate Acacia, Desert Carpet,
Anisacanthus thurberi	Desert Honeysuckle, Chuparosa
Asparagus densiflorus 'Myer'	Asparagus Fern, Myer's Asparagus
Asparagus densiflorus 'Sprengeri'	Asparagus Fern, Sprenger Asparagus
Berlandiera lyrata*	Chocolate Flower
Buddleia marrubifolia	Wooly Butterfly Bush
Caesalpinia gilliesii	Yellow Bird of Paradise
Caesalpinia pulcherrima	Red Bird of Paradise
Calliandra californica	Baja Fairy Duster
Calliandra eriophylla	Fairy Duster, False Mesquite
Convolvulus cneorum	Bush Morning Glory
Cordia parvifolia	Little-Leaf Cordia
Dalea greggii	Trailing Indigo Bush
Dalea pulchra	Bush Dalea
Dasylirion acrotriche*	Green Desert Spoon, Green Sotol
Dasylirion longissima*	Toothless Sotol, Mexican Grass Tree
Dasylirion wheeleri*	Desert Spoon, Sotol
Dodonaea viscosa	Hop Bush, Hopseed Bush
Encelia californica	Brown-Eyed Susan
Encelia Farinosa	Brittle Bush
Eriogonum Wrightii	Wright's Buckwheat
Euphorbia rigida	South African Perennial Euphorbia Bush
Euphorbia tirucalli	Pencil Tree, Milk Bush
Evonymus japonica**	Evergreen Evonymus
Gaura lindheimeri*	Pink Gaura
Hemerocallis sp.**	
Juniperus chinensis	Chinese Juniper
Juniperus horizontalis**	
Juniperus sabina**	
Justicia californica	Chuparosa
Justicia spicigera	Mexian Honeysuckle
Larrea tridentata	Creosote Bush,
Leucophyllum candidum	Cenizo, Violet Silverleaf
Leucophyllum frutescens*/**	Texas Ranger, Texas Sage
Leucophyllum laevigatum*	Chihuahuan Rain Sage
Leucophyllum langmaniae	Langmanie's Sage, Cinnamon Sage
Leucophyllum prunosum	Tamalepian Sage, Sierra Bouquettm
Leucophyllum zygophyllum	Blue Rain Sage, Blue Rangertm

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Shrubs Continued

Lobelia laxiflora	Red Mexican Lobelia
Mahonia fremontii**	Desert Mahonia
Mahonia trifoliate	
Melampodium leucanthum	Blackfoot Daisy
Myrtus communis	True Myrtle, Roman Myrtle
Myrtus communis 'Compacta'	Compact Roman Myrtle
Myrtus communis 'Boetica'	Twisten Myrtle
Nandina domestica**	Heavenly Bamboo
Nerium oleander	Oleander
Penstemon	Desert Penstemon, Desert Beard Tongue
Penstmon ambiguus*	Prairie Penstemon
Penstemon barbatus*	Scarlet Penstemon
Penstemon eatonii*	Eaton's Penstemon,
Penstemon parryi*	Parry's Penstemon
Penstemon pseudospectablilis*	Canyon Penstemon
Penstemon superbus	Superb Penstemon
Perovskia atriplicifolia*	Russian Sage
Phontinia fraseri*/**	
Portulacaria afra	African Jade Plant, Elephant's Food
Punica granatum	Pomegranate
Punica granatum 'Nana'	Dwarf Pomegranate
Quercus turbinellia	Desert Scrub Oak
Purshia mexicana	Cliff Rose
Rhaphiolepis indica	Indian Hawthorn
Rosemarinus officinalis*/**	Rosemary
Salvia chamaedryoides*	Blue Chihuahuan Sage
Salvia clevelandii*/**	Cleveland Sage
Salvia dorrii	Mojave Sage
Salvia farinacea	Mealy Cup Sage
Salvia greggii*/**	Red Chihuahuan Sage
Salvia leucantha**	Purple Mexican Bush Sage
Salvia leucophylla**	Purple Sage
Salvia microphylla	Red Bush Sage
Santolina chamaecyparissus*	Lavendar Cotton
Santolina virens	Green-Leaved Lavender Cotton

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Near Town Neighborhoods

Figure 13-71 Myrtus communis 'Compacta'

Figure 13-72 Punica granatum

Near Town Neighborhoods

Figure 13-73 Cotoneaster horizontalis

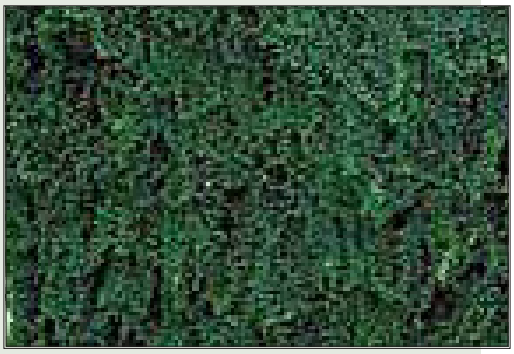


Figure 13-74 Macfadyena unguis-cati

Groundcover and Vines

Antigonon leptopus	Coral Vine, Queen's Wreath
Asteriscus maritimus	Mediterranean Beach Daisy
Atriplex barclayana sonorae	Beach Carpet Saltbush
Atriplex semibaccata	Australian Saltbush, Creeping Saltbrush
Baccharis hybrid 'Centennial'*	Centennial Coyote bush,
Baccharis pilularis*	Dwarf Coyote Bush, Chaparral Broom
Carpobrotus chilensis	Chilean Ice Plant, Pacific Coast Sea Fig
Centaurea cineraria	Dusty Miller, Cutleaf Dusty Miller
Centaurea gymnocarpa	Velvet Centaurea
Cephalophyllum aestonii 'Red Spike'	Red Spike Ice Plant
Cerastium tomentosum*	Snow in Summer
Cotoneaster congestus**	Pyrenees Cotoneaster
Cotoneaster horizontalis*/**	Rock Cotoneaster
Dalea greggii*	Trailing Indigo Bush
Delosperma congestum	Ice Plant
Gazania splendens*	Clumping Gazania Hybrids
Gazania rigens leucolaena*	Trailing Gazania
Lampranthus spectabilis	Trailing Ice Plant
Malephora crocea	Gray Ice Plant
Malephora luteola	Yellow Malepora
Macfadyena unguis-cati	Cat's Claw
Muhlenbergia capillaris*	Pink Mulhy
Muhlenbergia dumosa	Bamboo Mulhy
Muhlenbergia emersleyi	Bull Grass
Muhlenbergia lindheimeri*	Autumn Glow
Muhlenbergia rigens*	Deer Grass
Oenothera stubbei	Chihuahuan Primrose
Oenothera speciosa	Mexican Evening Primrose
Rosemarinus officinalis 'Prostratus'*/**	Trailing Rosemary, Prostrate Rosemary
Sedum reflexum*	
Sedum spurium*	
Thymus vulgaris*	Common Thyme

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Street Trees

Brachychiton populneus	Bottle Tree
Casuarina stricta	Coast Beefwood, Drooping She-oak
Chitalpa tashkentensis*	Chitalpa
Geijera parviflora	Australian willow
Quercus agrifolia	California Coast Live Oak
Quercus buckleyi	Texas Hill Country Red Oak
Quercus emoryi	Emory Oak
Quercus ilex	Holly Oak, Italian Live Oak, Holm Oak
Quercus oblongifolia	Mexican Blue Oak
Quercus suber	Cork Oak
Pistacia chinensis*	Chinese Pistache
Platanus racemosa	California Sycamore
Tipuana tipu	Tipu Tree

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Park Neighborhoods

Figure 13-75 Schinus molle

Figure 13-76 Schinus terebinthifolius

Figure 13-77 Quercus agrifolia

Park Neighborhoods

Figure 13-78 Acacia stenophylla

Figure 13-79 Pinus canariensis

Park Trees

Acacia baileyana	Bailey acacia
Acacia stenophylla	Shoestring Acacia
Albizia julibrissin*	Silk Tree, Mimosa
Arbutus unedo*	Strawberry Tree
Brachychiton populneus	Bottle Tree
Callistemon viminalis	Weeping Bottlebrush
Calocedrus decurrens*	Incense Cedar
Casuarina cunninghamiana	River She-oak, Australian Pine
Casuarina equisetifolia	Horsetail Tree, Australian Pine
Casuarina stricta	Coast Beefwood, Drooping She-oak
Cedrus deodar*	Deodar Cedar
Ceratonia siliqua	Carob Tree
Cercidium floridum	Blue Palo Verde
Cercidium microphyllum	Little-Leaf Palo Verde, Foothills Palo Verde
Cercis canadensis mexicana	Mexican Redbud
Cercis occidentailis	Western Redbud
Chitalpa tashkentensis*	Chitalpa
Cupressus arizonica	Rough-Barked Arizona Cypress
Cupressus glabra	Smooth-Barked Arizona Cypress
Cupressus sempervirens	Columnar Italian Cypress
Eucalyptus camaldulensis*	Red Gum, Red River Gum
Eucalyptus cinerea	Spiral Eucalyptus, Ash Gum, Argyle Apple
Eucalyptus citriodora	Lemon-Scented Gum
Eucalyptus cladocalyx	Sugar Gum
Eucalyptus erythrocorys	Red Cap Gum
Eucalyptus leucoxylon	White Ironbark, Pink-Flowered Ironbark
Eucalyptus microtheca*	Coolibah, Tiny Capsule Eucalyptus
Eucalyptus polyanthemos	Silver-Dollar Gum
Eucalyptus torquata	Coral Gum
Geijera parviflora	Australian willow
Gleditsia triacanthos*	Honey Locust
Grevillea robusta	Silky Oak
Heteromeles arbutifolia*	Toyon, Christmas Berry, California Bolly
Melaleuca quinqueneriva	Cajeput Tree
Melia azedarach	Chinaberry Tree, Persian Lilac Tree
Olea europaea	Olive
Pinus canariensis	Canary Island Pine
Pinus halepensis*	Alleppo Pine
Pistacia chinensis	Chinese Pistache
Pittosporum phyllyraeoides	Willow Pittosporum
Platanus racemosa	California Sycamore
Prosopis alba	Argentine Mesquite

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Park Trees Continued

Prosopis chilensis*	Chilean Mesquite
Prosopis glandulosa*	Texas Honey Mesquite
Prosopis nigra	Black Mesquite
Prosopis pubescens*	Screwbean Mesquite
Prosopis velutina	Velvet Mesquite
Quercus agrifolia	California Coast Live Oak
Quercus buckleyi	Texas Hill Country Red Oak
Quercus emoryi	Emory Oak
Quercus ilex	Holly Oak, Italian Live Oak, Holm Oak
Quercus oblongifolia	Mexican Blue Oak
Quercus suber	Cork Oak
Quercus virginiana	Southern Live Oak
Rhus lancea	African Sumac
Schinus molle	California Pepper Tree
Schinus teribinthifolius	Brazilian Pepper Tree
Tipuana tipu	Tipu Tree
Vitex agnus-castus*	Chaste Tree, Monk's Pepper Tree

Park Neighborhoods

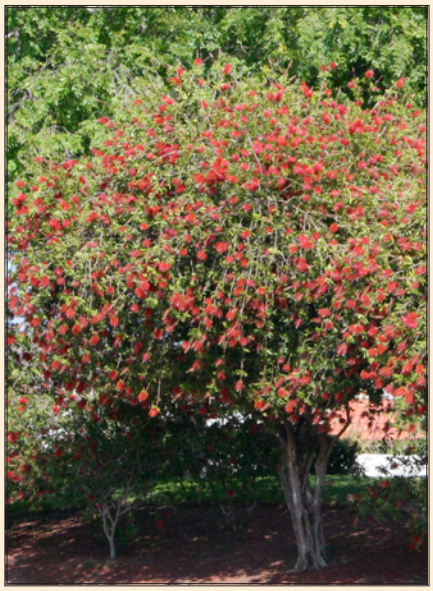


Figure 13-80 Callistemon viminalis

Figure 13-81 Cercis occidentalis

Figure 13-82 Ceratonia siliqua

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Park Neighborhoods

Figure 13-83 Encelia californica

Figure 13-84 Salvia chamandryoides

Figure 13-85 Penstemon eatonii

Shrubs

Abutilon palmeri	Sonoran Flowering Maple, Desert Abutilon
Acacia berlandieri	Guajillo, Berlandier's Acacia
Acacia constricta	White-Thorn Acacia
Acacia cultiformis	Knife Acacia
Acacia redolens	Prostrate Acacia, Desert Carpet
Anisacanthus thurberi	Desert Honeysuckle, Chuparosa
Asparagus densiflorus 'Myer'	Asparagus Fern, Myer's Asparagus
Asparagus densiflorus 'Sprengeri'	Asparagus Fern, Sprenger Asparagus
Berlandiera lyrata*	Chocolate Flower
Buddleia marrubifolia	Wooly Butterfly Bush
Caesalpinia gilliesii	Yellow Bird of Paradise
Caesalpinia pulcherrima	Red Bird of Paradise
Calliandra californica	Baja Fairy Duster
Calliandra eriophylla	Fairy Duster, False Mesquite
Convolvulus cneorum	Bush Morning Glory
Cordia parvifolia	Little-Leaf Cordia
Dalea greggii	Trailing Indigo Bush
Dalea pulchra	Bush Dalea
Dasylirion acrotriche*	Green Desert Spoon, Green Sotol
Dasylirion longissima*	Toothless Sotol, Mexican Grass Tree
Dasylirion wheeleri*	Desert Spoon, Sotol
Dodonaea viscosa	Hop Bush, Hopseed Bush
Encelia californica	Brown-Eyed Susan
Encelia Farinosa	Brittle Bush
Eriogonum Wrightii	Wright's Buckwheat
Euphorbia rigida	South African Perennial Euphorbia Bush
Euphorbia tirucalli	Pencil Tree, Milk Bush
Gaura lindheimeri	Pink Gaura
Juniperus chinensis	Chinese Juniper
Juniperus horizontalis**	
Juniperus sabina**	
Juniperus scopulorum**	
Juniperus squamata**	
Juniperus virginiana**	
Justicia californica	Chuparosa
Justicia spicigera	Mexian Honeysuckle
Larrea tridentata	Creosote Bush
Leucophyllum candidum	Cenizo, Violet Silverleaf
Leucophyllum frutescens*/**	Texas Ranger, Texas Sage
Leucophyllum laevigatum*	Chihuahuan Rain Sage
Leucophyllum langmaniae	Langmanie's Sage, Cinnamon Sage
Leucophyllum prunosum	Tamalepian Sage, Sierra Bouquettm

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Shrubs Continued

Leucophyllum zygophyllum	Blue Rain Sage, Blue Rangertm
Lobelia laxiflora	Red Mexican Lobelia
Mahonia fremontii**	Desert Mahonia
Mahonia trifoliate	
Melampodium leucanthum	Blackfoot Daisy
Myrtus communis	True Myrtle, Roman Myrtle
Myrtus communis 'Compacta'	Compact Roman Myrtle
Myrtus communis 'Boetica'	Twisten Myrtle
Nerium oleander	Oleander
Nolina microcarpa*	Bear Grass
Penstemon	Desert Penstemon, Desert Beard Tongue
Penstemon ambiguus*	Prairie Penstemon
Penstemon barbatus*	Scarlet Penstemon
Penstemon eatonii*	Eaton's Penstemon
Penstemon parryi*	Parry's Penstemon
Penstemon pseudospectablilis*	Canyon Penstemon
Penstemon superbus	Superb Penstemon
Perovskia atriplicifolia*	Russian Sage
Photinia fraseri*/**	
Portulacaria afra	African Jade Plant, Elephant's Food
Punica granatum	Pomegranate
Punica granatum 'Nana'	Dwarf Pomegranate
Quercus turbinellia	Desert Scrub Oak
Purshia mexicana	Cliff Rose
Rosemarinus officinalis*	Rosemary
Salvia chamaedryoides*	Blue Chihuahuan Sage
Salvia clevelandii*/**	Cleveland Sage
Salvia dorrii	Mojave Sage
Salvia farinacea	Mealy Cup Sage
Salvia greggii*/**	Red Chihuahuan Sage
Salvia leucantha**	Purple Mexican Bush Sage
Salvia leucophylla**	Purple Sage
Salvia microphylla	Red Bush Sage
Santolina chamaecyparissus*	Lavendar Cotton
Santolina virens	Green-Leaved Lavender Cotton
Xyosma congestum 'compacta'**	

Figure 13-86 Perovskia atriplicifolia

Figure 13-87 Santolina chamaecyparissus

Figure 13-88 Punica granatum 'Nana'

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Park Neighborhoods

Figure 13-89 Centaurea cineraria

Figure 13-90 Muhlenbergia rigens

Figure 13-91 Gazania splendens

Groundcover and Vines

Antigonon leptopus	Coral Vine, Queen's Wreath
Asteriscus maritimus	Mediterranean Beach Daisy
Atriplex barclayana sonorae	Beach Carpet Saltbush
Atriplex semibaccata	Australian Saltbush, Creeping Saltbrush
Baccharis hybrid 'Centennial'*	Centennial Coyote bush,
Baccharis pilularis*	Dwarf Coyote Bush, Chaparral Broom
Carpobrotus chilensis	Chilean Ice Plant, Pacific Coast Sea Fig
Centaurea cineraria	Dusty Miller, Cutleaf Dusty Miller
Centaurea gymnocarpa	Velvet Centaurea
Cephalophyllum aestonii 'Red Spike'	Red Spike Ice Plant
Cerastium tomentosum*	Snow in Summer
Chamaemelum nobile**	Chamomile
Coleopsis grandiflora**	
Cotoneaster horizontalis*/**	Rock Cotoneaster
Dalea greggii*	Trailing Indigo Bush
Delosperma congestum	Ice Plant
Gazania splendens*	Clumping Gazania Hybrids
Gazania rigens leucolaena*	Trailing Gazania
Lampranthus spectabilis	Trailing Ice Plant
Malephora crocea	Gray Ice Plant
Malephora luteola	Yellow Malepora
Macfadyena unguis-cati	Cat's Claw
Muhlenbergia capillaris*	Pink Mulhy
Muhlenbergia dumosa	Bamboo Mulhy
Muhlenbergia emersleyi	Bull Grass
Muhlenbergia lindheimeri*	Autumn Glow
Muhlenbergia rigens*	Deer Grass
Oenothera stubbei	Chihuahuan Primrose
Oenothera speciosa	Mexican Evening Primrose
Rosemarinus officinalis 'Prostratus'*/**	Trailing Rosemary, Prostrate Rosemary
Sedum reflexum*	
Sedum spurium*	
Thymus vulgaris*	Common Thyme

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Street Trees

Acacia stenophylla	Shoestring Acacia
Casuarina stricta	Coast Beefwood, Drooping She-oak
Cercidium floridum floridum	Blue Palo Verde
Cercidium microphyllum	Little-Leaf Palo Verde, Foothills Palo Verde
Geijera parviflora	Australian willow
Olea europaea	Olive
Olneya tesota	Ironwood tree, Palo Fierro, Tesota

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Edge Neighborhoods

Figure 13-92 Acacia stenophylla

Figure 13-93 Olea europaea

Edge Neighborhoods

Figure 13-94 Brahea armata

Figure 13-95 Sophora secundiflora

Park Trees

Acacia baileyana	Bailey acacia
Acacia stenophylla	Shoestring Acacia
Brahea armata	Mexican Blue Palm
Brahea edulis	Guadalupe, Guadalupe Island Palm
Carnegiea gigantea	Saguaro Cactus
Casuarina cunninghamiana	River She-oak, Australian Pine
Casuarina equisetifolia	Horsetail Tree, Australian Pine
Cercidium floridum	Blue Palo Verde
Cercidium microphyllum	Little-Leaf Palo Verde, Foothills Palo Verde
Cercis canadensis mexicana	Mexican Redbud
Cercis occidentailis	Western Redbud
Eucalyptus torquata	Coral Gum
Eucalyptus microtheca*	Coolibah, Tiny Capsule Eucalyptus
Geijera parviflora	Australian willow
Grevillea robusta	Silky Oak
Melaleuca quinqueneriva	Cajeput Tree
Olea europaea	Olive
Olneya tesota	Ironwwod tree, Palo Fierro, Tesota
Parkinsonia aculeate	Mexican Palo Verde
Pithecellobium flexicaule*	Texas Ebony
Prosopis alba	Argentine Mesquite
Prosopis chilensis*	Chilean Mesquite
Prosopis glandulosa*	Texas Honey Mesquite
Prosopis nigra	Black Mesquite
Prosopis pubescens*	Screwbean Mesquite
Prosopis velutina	Velvet Mesquite
Pittosporum phyllyraeoides	Willow Pittosporum
Rhus lancea	African Sumac
Schinus molle	California Pepper Tree
Schinus teribinthifolius	Brazilian Pepper Tree
Sophora secundiflora*	Texas Mountain Laurel, Mescal Bean

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Shrubs

Acacia berlandieri	Guajillo, Berlandier's Acacia
Acacia constricta	White-Thorn Acacia
Acacia cultiformis	Knife Acacia
Acacia redolens	Prostrate Acacia, Desert Carpet
Agave americana*	Century Plant, Maguey
Agave attenuata	Nova, Century Plant
Agave bovicornuta	Cow's Horn Agave, Lechuguilla Verde
Agave bracteosa	Squid Agave
Agave chrysantha	
Agave colorata	Mescal Ceniza
Agave deserti	Desert Agave
Agave geminiflora	Twin-Flowered Agave
Agave lechuguilla	Lechuguilla
Agave lophantha	Holly Agave
Agave media picta	
Agave murpheyi	Murphy's Agave
Agave ocahui	Ocahui Agave
Agave palmeri	Palmer's Agave
Agave palmeri chrysantha	Golden Flower Agave, Pinal Agave
Agave parryi huachucensis*	Huachuca Agave
Agave parryi truncata	Gentry's Agave
Agave salmiana	Pulque Agave, Salm's Agave
Agave univitata	
Agave victoriae-reginae*	Queen Victoria Agave, Royal Agave
Agave vilmoriniana	Octopus Agave
Agave weberii	Weber's Agave
Aloe barbadensis	Medicinal Aloe
Aloe dawei	Dawe's Aloe
Aloe ferox	Cape Aloe
Aloe vera	Medicinal Aloe
Aloysia lycioides	Whitebrush
Aloysia wrightii	Wright's Bee Bush, Mexican Oregano
Asparagus densiflorus 'Myer'	Asparagus Fern, Myer's Asparagus
Asparagus densiflorus 'Sprengeri'	Asparagus Fern, Sprenger Asparagus
Atriplex canescens	Four-Wing Saltbush, Cenizo, Chamiso
Atriplex lentiformis breweri	Brewer's Saltbush, Lens-Scale
Atriplex nummularia	Australian Saltbush, Chamisa
Atriplex polycarpa	Desert Saltbush, Cattle Spinach
Baccharis sarothroides	Desert Broom
Cereus peruvianus	Peruvian Apple
Dalea greggii	Trailing Indigo Bush
Dasylirion acrotriche*	Green Desert Spoon, Green Sotol

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Figure 13-96 Agave victoria

Figure 13-97 Dasylirion

Figure 13-98 Agave weberii

Edge Neighborhoods

Figure 13-99 Santolina virens

Figure 13-100 Leucophyllum frutescens

Shrubs Continued

Dasylirion longissima*	Toothless Sotol, Mexican Grass Tree
Dasylirion wheeleri*	Desert Spoon, Sotol
Encelia californica	Brown-Eyed Susan
Encelia farinosa	Brittle Bush
Euphorbia rigida	South African Perennial Euphorbia Bush
Euphorbia tirucalli	Pencil Tree, Milk Bush
Fallugia paradoxa*/**	Apache Plume
Ferocactus cyclindraceus	Compass Barrel Cactus
Ferocactus wislizenii	Fish Hook Barrel Cactus
Fouquieria splendens	Ocotillo
Gaura lindheimeri*	Pink Gaura
Hesperaloe parviflora*	Red Yucca
Leucophyllum frutescens*/**	Texas Ranger, Texas Sage
Leucophyllum laevigatum*	Chihuahuan Rain Sage
Leucophyllum langmaniae	Langmanie's Sage, Cinnamon Sage
Leucophyllum prunosum	Tamalepian Sage, Sierra Bouquettm
Leucophyllum zygophyllum	Blue Rain Sage, Blue Rangertm
Myrtus communis	True Myrtle, Roman Myrtle
Myrtus communis 'Compacta'	Compact Roman Myrtle
Nolina bigelovii	Bigelow Nolina
Penstemon	Desert Penstemon, Desert Beard Tongue
Penstemon barbatus*	Scarlet Penstemon
Penstemon eatonii*	Eaton's Penstemon
Penstemon parryi*	Parry's Penstemon
Penstemon pseudospectablilis*	Canyon Penstemon
Penstemon superbus	Superb Penstemon
Perovskia atriplicifolia*	Russian Sage
Quercus turbinellia	Desert Scrub Oak
Salvia chamaedryoides*	Blue Chihuahuan Sage
Salvia clevelandii*	Cleveland Sage
Salvia dorrii	Mojave Sage
Salvia farinacea	Mealy Cup Sage
Salvia greggii*	Red Chihuahuan Sage
Salvia leucantha	Purple Mexican Bush Sage
Salvia leucophylla	Purple Sage
Salvia microphylla	Red Bush Sage
Santolina chamaecyparissus*	Lavendar Cotton
Santolina virens	Green-Leaved Lavender Cotton
Yucca aloifolia*	Spanish Bayonet
Yucca rostrata	Chihuahuan Desert Tree Yucca
Yucca schidigera	Mojave Yucca
Yucca whipplei	Our Lord's Candle

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Groundcover and Vines

Aloe saponaria	Soap Aloe
Aloe striata	Coral Aloe
Artemesia caucasia**	Silver Spreader
Artemesia dracuniculas**	True Tarragon
Artemesia frigida**	
Asteriscus maritimus	Mediterranean Beach Daisy
Atriplex barclayana sonorae	Beach Carpet Saltbush
Atriplex semibaccata	Australian Saltbush, Creeping Saltbrush
Baccharis hybrid 'Centennial'*	Centennial Coyote bush
Baccharis pilularis*/**	Dwarf Coyote Bush, Chaparral Broom
Bouteloua gracilis*	Blue Grama
Carpobrotus chilensis	Chilean Ice Plant, Pacific Coast Sea Fig
Centaurea cineraria	Dusty Miller, Cutleaf Dusty Miller
Centaurea gymnocarpa	Velvet Centaurea
Cerastium tomentosum*	Snow in Summer
Coleopsis grandiflora**	
Coleopsis lancelota**	Lance Coleopsis
Cotoneaster horizontalis*/**	Rock Cotoneaster
Dalea greggii*	Trailing Indigo Bush
Delosperma congestum	Ice Plant
Lampranthus spectabilis	Trailing Ice Plant
Malephora crocea	Gray Ice Plant
Malephora luteola	Yellow Malepora
Muhlenbergia capillaris*	Pink Mulhy
Muhlenbergia dumosa	Bamboo Mulhy
Muhlenbergia emersleyi	Bull Grass
Muhlenbergia lindheimeri*	Autumn Glow
Muhlenbergia rigens*	Deer Grass
Oenothera stubbei	Chihuahuan Primrose
Oenothera speciosa	Mexican Evening Primrose
Rosemarinus officinalis 'Prostratus'*/**	Trailing Rosemary, Prostrate Rosemary
Verbena rigida*	

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Figure 13-101 Muhlenbergia capillaris

Figure 13-102 Oenothera stubbei

Arroyos / Easements

Figure 13-103 Albizia julibrissin

Figure 13-104 Sophora secundiflora

Trees***	
Acacia baileyana	Bailey acacia
Acacia stenophylla	Shoestring Acacia
Albizia julibrissin*	Silk Tree, Mimosa
Brahea armata	Mexican Blue Palm
Brahea edulis	Guadalupe, Guadalupe Island Palm
Casuarina cunninghamiana	River She-oak, Australian Pine
Casuarina equisetifolia	Horsetail Tree, Australian Pine
Casuarina stricta	Coast Beefwood, Drooping She-oak
Cercidium floridum	Blue Palo Verde
Cercidium microphyllum	Little-Leaf Palo Verde, Foothills Palo Verde
Cercis canadensis	Mexican Redbud
Cercis occidentailis	Western Redbud
Chilopsis linearis*	Desert Willow
Chitalpa tashkentensis*	Chitalpa
Geijera parviflora	Australian willow
Olneya tesota	Ironwwod tree, Palo Fierro, Tesota
Parkinsonia aculeate	Mexican Palo Verde
Pithecellobium flexicaule*	Texas Ebony
Prosopis alba	Argentine Mesquite
Prosopis chilensis*	Chilean Mesquite
Prosopis glandulosa*	Texas Honey Mesquite
Prosopis nigra	Black Mesquite
Prosopis pubescens*	Screwbean Mesquite
Prosopis velutina	Velvet Mesquite
Prosopis alba	Argentine Mesquite
Prosopis chilensis	Chilean Mesquite
Prosopis glandulosa	Texas Honey Mesquite
Prosopis glandulosa	Western Honey Mesquite
Prosopis nigra	Black Mesquite
Prosopis pubescens	Screwbean Mesquite
Prosopis velutina	Velvet Mesquite
Sophora secundiflora*	Texas Mountain Laurel, Mescal Bean

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services
** Trees may not be allowed in easements or subject to height restrictions

Shrubs

Acacia berlandieri	Guajillo, Berlandier's Acacia
Acacia constricta	White-Thorn Acacia
Acacia cultiformis	Knife Acacia
Acacia redolens	Prostrate Acacia, Desert Carpet
Agave americana	Century Plant, Maguey
Agave attenuata	Nova, Century Plant
Agave bovicornuta	Cow's Horn Agave, Lechuguilla Verde
Agave bracteosa	Squid Agave
Agave chrysantha	
Agave colorata	Mescal Ceniza
Agave deserti	Desert Agave
Agave geminiflora	Twin-Flowered Agave
Agave lechuguilla	Lechuguilla
Agave lophantha	Holly Agave
Agave media picta	
Agave murpheyi	Murphy's Agave
Agave ocahui	Ocahui Agave
Agave palmeri	Palmer's Agave
Agave palmeri chrysantha	Golden Flower Agave, Pinal Agave
Agave parryi huachucensis	Huachuca Agave
Agave parryi truncata*	Gentry's Agave
Agave salmiana	Pulque Agave, Salm's Agave
Agave univitata	
Agave victoriae-reginae*	Queen Victoria Agave, Royal Agave
Agave vilmoriniana	Octopus Agave
Agave weberii	Weber's Agave
Aloe barbadensis	Medicinal Aloe
Aloe dawei	Dawe's Aloe
Aloe ferox	Cape Aloe
Aloe vera	Medicinal Aloe
Atriplex canescens	Four-Wing Saltbush, Cenizo, Chamiso
Atriplex lentiformis breweri	Brewer's Saltbush, Lens-Scale
Atriplex nummularia	Australian Saltbush, Chamisa
Atriplex polycarpa	Desert Saltbush, Cattle Spinach
Baccharis sarothroides	Desert Broom
Cereus peruvianus	Peruvian Apple
Dasylirion acrotriche*	Green Desert Spoon, Green Sotol
Dasylirion longissima*	Toothless Sotol, Mexican Grass Tree
Dasylirion wheeleri*	Desert Spoon, Sotol
Fallugia paradoxa	Apache Plume
Ferocactus cyclindraceus	Compass Barrel Cactus

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Arroyos / Easements

Figure 13-105 Agave attenuata

Figure 13-106 Agave americana

Arroyos / Easements

Figure 13-107 Fallugia paraoxa

Figure 13-108 Salvia greggii

Shrubs Continued

Ferocactus wislizenii	Fish Hook Barrel Cactus
Fouquieria splendens	Ocotillo
Gaura lindheimeri*	Pink Gaura
Genista hispanica**	Spanish Broom
Hesperaloe parviflora*	Red Yucca
Nolina bigelovii	Bigelow Nolina
Nolina microcarpa*	Bear Grass
Opuntia acicularis	Bristly Prickly Pear,
Opuntia basilaris	Beaver Tail Cactus,
Opuntia bigelovii	Teddy Bear Cholla
Opuntia engelmannii	Engelmann's Upright Prickly Pear
Opuntia ficus-indica	Indian Fig, Tuna Cactus
Opuntia fulgida	Chainfruit Cholla
Opuntia lindheimeri forma linguiformis	Cow's Tongue Prickly Pear
Opuntia microdasys	Bunny Ears
Opuntia phaeacantha major	
Opuntia phaeacantha discata	
Opuntia phaeacantha	Engelman's Sprawling Prickly Pear
Opuntia versicolor	Staghorn Cholla
Opuntia violacaea santa rita	Purple Prickly Pear
Salvia chamaedryoides*	Blue Chihuahuan Sage
Salvia clevelandii*	Cleveland Sage
Salvia dorrii	Mojave Sage
Salvia farinacea	Mealy Cup Sage
Salvia greggii*	Red Chihuahuan Sage
Salvia leucantha	Purple Mexican Bush Sage
Salvia leucophylla	Purple Sage
Salvia microphylla	Red Bush Sage
Yucca aloifolia*	Spanish Bayonet
Yucca baccata*	Banana Yucca
Yucca rostrata	Chihuahuan Desert Tree Yucca
Yucca schidigera	Mojave Yucca
Yucca whipplei	Our Lord's Candle

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

Groundcover and Vines

Aloe saponaria	Soap Aloe
Aloe striata	Coral Aloe
Atriplex barclayana sonorae	Beach Carpet Saltbush
Atriplex semibaccata	Australian Saltbush, Creeping Saltbrush
Baccharis hybrid 'Centennial'*	Centennial Coyote bush
Baccharis pilularis*	Dwarf Coyote Bush, Chaparral Broom
Bouteloua gracilis*	Blue Grama
Centaurea cineraria	Dusty Miller, Cutleaf Dusty Miller
Centaurea gymnocarpa	Velvet Centaurea
Muhlenbergia capillaris*	Pink Mulhy
Muhlenbergia dumosa	Bamboo Mulhy
Muhlenbergia emersleyi	Bull Grass
Muhlenbergia lindheimeri*	Autumn Glow
Muhlenbergia rigens	Deer Grass
Oenothera stubbei	Chihuahuan Primrose
Oenothera speciosa	Mexican Evening Primrose

Arroyos / Easements

Figure 13-109 Muhlenbergia lindheimeri

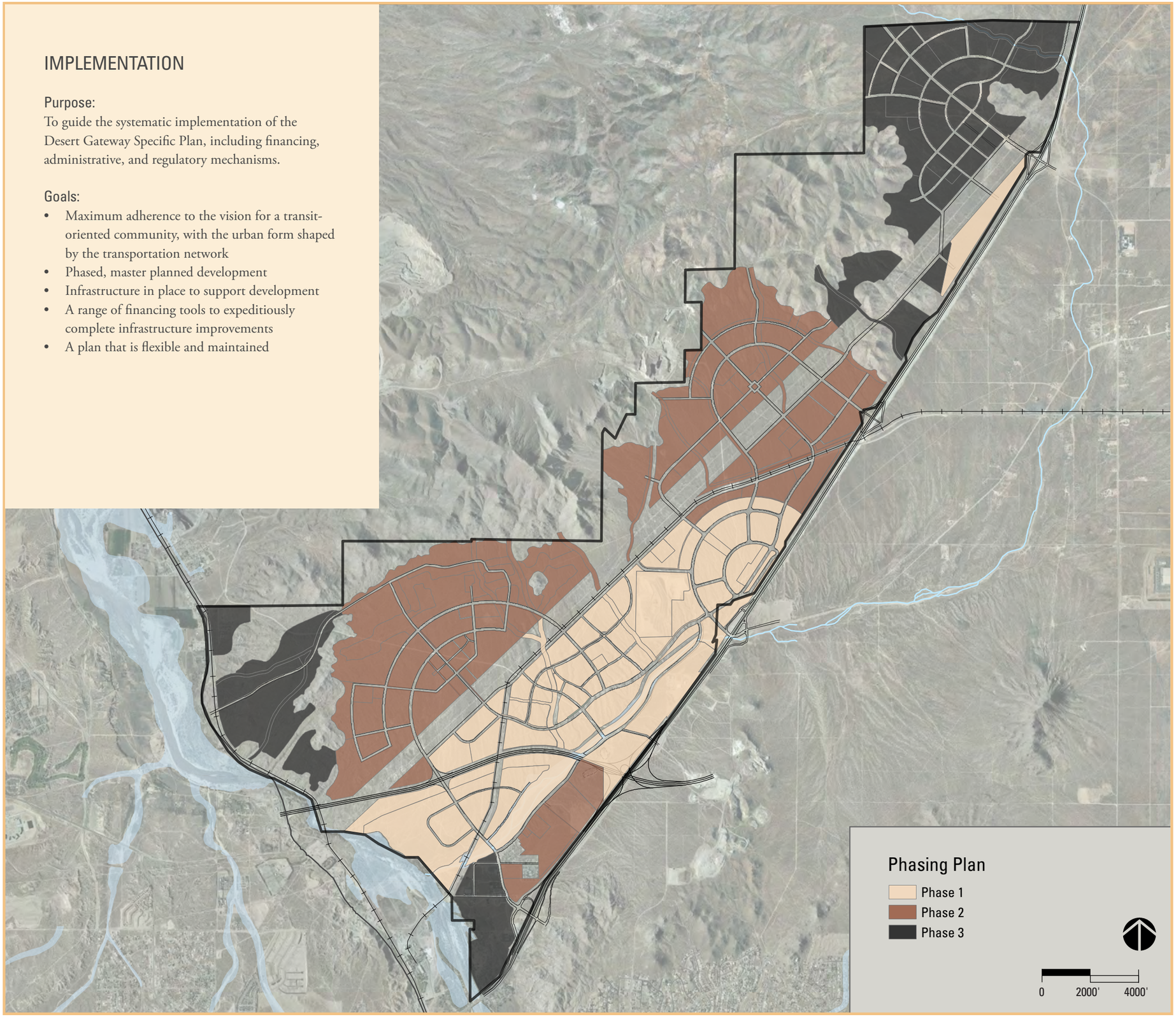
Figure 13-110 Muhlenbergia emersleyi

* Plants approved by AWAC
** Plants approved by the Dept of Comm Services

IMPLEMENTATION

Purpose:
To guide the systematic implementation of the Desert Gateway Specific Plan, including financing, administrative, and regulatory mechanisms.

Goals:
- Maximum adherence to the vision for a transit-oriented community, with the urban form shaped by the transportation network
- Phased, master planned development
- Infrastructure in place to support development
- A range of financing tools to expeditiously complete infrastructure improvements
- A plan that is flexible and maintained



CHAPTER 14:
IMPLEMENTATION

INTRODUCTION

The Desert Gateway Specific Plan defines a vision and establishes a plan to carry out its implementation through a variety of mechanisms. The vision will be realized over a 20- to 30-year period through phased development. Key components of the implementation framework include the phasing plan, financing tools, regulations, and plan administration. Periodic progress evaluations are important to adjust to evolving needs and to calibrate the Specific Plan during the longterm build-out of the Desert Gateway vision.

The structure principles are:
- Basic structure principles of every element will be implemented at each phase
- Phase 1 will include the central Mixed Use Town Center and Arroyo Park recreation corridor
- Phase 2 will further housing and economic goals for Desert Gateway
- Phase 3 will complete the vision

14 INTRODUCTION

Adoption of Specific Plan

The City of Victorville adopted the Specific Plan by ordinance on December 15, 2009. Prior to adoption of the Specific Plan, the City Council adopted a zoning district designation for lands within its boundaries and a pre-zoning district designation for lands outside its boundaries of "S-P (Specific Plan)." The Specific Plan will serve as the implementation tool for the General Plan as well as establish the zoning regulations. To implement the Specific Plan, the City will petition LAFCO to extend the City's sphere of influence and/or annex properties into the City that are currently not within the City's boundary.

Implementation of Design Guidelines

Adoption of the Specific Plan by the City includes adoption of the design guidelines in Chapter 12, which shall be the design criteria by which development projects within the Specific Plan area will be reviewed during the design review process. The design guidelines are intended to be flexible, but also to establish basic evaluation/review criteria for the City for developer projects.

Implementation of Development Standards

Adoption of the Specific Plan by the City includes adoption of development standards for each land use depicted in Chapter 4, "Land Use," and as described in Chapter 11, "Development Standards."

Density Transfers

The Specific Plan Land Use chapter and its map allocates a maximum number of residential dwelling units and density/intensity of non-residential uses to the Specific Plan area. Variations in number of residential dwelling units and density/intensity allocation may occur in the planning process, provided the total number of dwelling units or density/intensity allocation assigned to each residential and mixed use village or non-residential district in the Specific Plan is not exceeded. Variations in number of residential dwelling units, variations of land use boundaries and acreages, and variations in density/intensity allocation shall be subject to approval by the Director and do not constitute an amendment to the Specific Plan.

14.1 OBJECTIVE:
An orderly and comprehensive phasing plan for infrastructure and facility improvements

Master planning is most successful when it is followed by an orderly and comprehensive phasing plan for development within the plan area. This ensures that facilities and infrastructure improvements are provided concurrent with need. The capital improvement program and financing strategies are based on the phasing plan.

POLICIES:

14.1.1 Phasing plan required

Development must be sequenced in an orderly, rational manner. The phasing plan shall include backbone infrastructure. The preceding diagram is the phasing plan for Desert Gateway.

Adjustments to the phasing plan, which retain level of service standards and are consistent with thresholds and triggers for improvements, do not require the processing of an amendment to this Specific Plan. Properties may develop within any phase at any time as long as all required infrastructure needed to serve such properties is provided and that their development is not in conflict with the Specific Plan.

The DesertXpress high speed passenger rail lines, station, and all related facilities may be developed at any time and are independent of the phasing plan. Such improvements will be constructed consistent with the Specific Plan.

14.1.2 A public facilities financing plan is required

A public facilities financing plan will be prepared to address the financing and construction of the major community-wide infrastructure system and facilities such as water and sewer service, utilities, circulation improvements, and certain community and public facilities. The timing or phasing of development will have a direct impact on the responsibilities associated with the financing of the public facilities.

The facilities financing plan will be prepared once the Specific Plan is approved. Development under the Specific Plan cannot proceed in advance of the installation of major public facilities

and improvements unless adequate infrastructure currently exists. The exact financing method for various improvements will be determined in conjunction with the phasing of the infrastructure. These improvements can be funded through a combination of financing mechanisms, as discussed below.

14.1.3 Consistency required

All public and private projects must develop in sequence with the phasing plan and be consistent with the adopted public facilities financing plan.

14.1.4 Land reservation and acquisition

Land required for public facilities, rights-of-way, and infrastructure shall be reserved and acquired pursuant to the public facilities financing plan.

Land for the DesertXpress rail corridor, station, and maintenance facility shall be reserved.

While not a first resort, if necessary, the power of eminent domain may be used to acquire property for public purposes in Desert Gateway to further development and redevelopment.

14.1.5 Relocation of utilities

Certain existing utilities are proposed to be relocated. The relocation of these utilities shall occur in a manner indicated by the phasing plan and associated public facilities financing plan for Desert Gateway.

14.2 OBJECTIVE: Securely financed public improvements

Substantial investment in infrastructure and facility development is necessary to support the development and redevelopment of Desert Gateway. A significant initial investment to acquire land and construct supporting infrastructure and facilities is required before revenue from the development of projects can be realized.

Substantial public benefit is accrued through the development and redevelopment of Desert Gateway. Therefore, public financing mechanisms may be used to further the construction of public infrastructure and facilities and property acquisition. Key public financing tools are identified, although any available option may be used.

POLICIES:

14.2.1 Tax increment financing

Fifty percent of the unencumbered tax increment revenue generated from certain developments in Desert Gateway may be leveraged for bond financing of community-serving infrastructure and facilities.

14.2.2 Community facilities districts

Community facilities districts may be formed to finance facilities and infrastructure improvements and the associated planning and design work. Tax revenue will leverage bond financing to secure improvements concurrent with demand.

A portion of funding may be allocated to school districts to finance a portion of land acquisition and capital improvements for school facilities within Desert Gateway only.

The tax may be levied on both residential and nonresidential properties. The combined tax rate for residential properties will not exceed 2 percent of the projected sales price.

14.2.3 Public enterprise revenue bonds

The City of Victorville may issue public enterprise revenue bonds to finance all or a portion of a solar field and landfill gas energy production facilities at the Victorville Landfill site and to fund capital outlays for the Desert Gateway rapid bus shuttle.

14.2.4 Impact fees and exactions

Impact fees collected from development within Desert Gateway will be used to offset the cost of infrastructure and facility improvements needed to mitigate impacts generated from Desert Gateway. Fees collected shall be placed in a segregated account and programmed in the public facilities financing plan. Developers may receive free credits for constructing infrastructure that is beyond that required for their development.

14.2.5 Special assessment districts

One or more special assessment districts may be created to establish an assessment to partially fund community-serving facilities identified in the public facilities financing plan.

A special assessment district may be created to finance parking facilities within areas designated Mixed Use Town Center and Mixed Use Village Center.

A special assessment district may be created to finance operations and maintenance costs for transit service in Desert Gateway. A significant portion of operating and maintenance funds should be provided by the Victor Valley Transit Authority since transit service will be a part of the regional transit system.

A special assessment district should be established to fund improvements associated with the Bell Wash storm water basin.

Revenue from special assessment districts may be used to leverage bond financing to expedite improvements.

14.2.6 Reimbursement districts

One or more reimbursement districts may be created to reimburse a developer if funds are advanced by it for public infrastructure and facilities, including planning and design work. A reimbursement district may also be used to reimburse developers for oversizing utilities and transportation facilities that will serve future growth areas.

14.2.7 Owner associations

Owner associations may be established to fund the ongoing maintenance of private facilities, private infrastructure, and private amenities.

14.2.8 Infrastructure state revolving fund program

Loan revenue from the infrastructure state revolving fund program may be used to finance a portion of eligible improvements that further economic development goals, objectives, and policies in Desert Gateway. Recurring revenue sources used to fund improvements in Desert Gateway will be used to pay back the loan.

14.3 OBJECTIVE:
Utilize available City of Victorville land use regulatory tools to implement the Desert Gateway Specific Plan

The Desert Gateway Specific Plan provides a framework for a vision rather than prescribe precise development plans. Subsequent development projects will need to demonstrate consistency with this Specific Plan by providing more precise information to facilitate planned development. Key regulatory tools are identified, although any available option may be used.

POLICIES:

14.3.1 Zoning of property within Desert Gateway

After adopting the General Plan, the City also prezoned, zoned, or rezoned land within the Specific Plan area to "S-P (Specific Plan)." The land use designations of this Plan will serve to regulate the use of land in Desert Gateway.

14.3.2 Master planning required for every village and district

A development plan is required prior to or concurrent with approval of a tentative map. The development plan must provide a master plan for development within the entire village or district, or, if allowed by the Director of Development, that portion of the area proposed to be developed. The development plan must be consistent with the Specific Plan.

The development plan must include site-specific land uses, required public facilities, and precise development standards that further the implementation of goals, objectives, policies, and standards set forth in the Desert Gateway Specific Plan. Any off-site improvements necessary to serve the village or district (or portion thereof) shall be included in the development plan.

14.3.3 Development Agreement

A Development Agreement may be entered into between the City of Victorville and developers to further the implementation of the Desert Gateway Specific Plan.

14.3.4 Franchise agreements

Exclusive franchise agreements are permitted within Desert Gateway.

14.4 OBJECTIVE: Projects that are consistent with this Specific Plan

Projects developed under this Specific Plan shall be consistent with it.

POLICIES:

14.4.1 The location of land use designations and facilities is approximate

The boundaries of land use designations and rights-of-way, and locations of facilities, are approximate and may be adjusted, provided that the change is consistent with the general intent of the Specific Plan and that there is no net difference in impacts. For example, such changes may be necessary to address final alignments and designs of future roadways, interchanges, or haul routes, or to ensure compatibility with adjacent land uses. All minor changes may be approved administratively by the Development Director. If a change is major, as determined by the Development Director, then the change will be determined through project-specific development plan approvals. Such changes do not constitute an amendment to the Specific Plan.

14.4.2 Subsequent projects to be in conformance

All projects must be consistent with this Specific Plan. Development within the Specific Plan area is subject to approval of subsequent entitlements by the City. Examples of such entitlements could include specific plan amendments, development plans, tentative maps, conditional use permits, and/or design/site review applications. Individual project applications will be reviewed to determine consistency with the Specific Plan.

Application and processing requirements shall be in accordance with the City's Zoning Ordinance and other regulations, unless otherwise modified by this Specific Plan. All subsequent development projects, public improvements, and other activities shall be consistent with this Specific Plan. In acting to approve a subsequent project or permit, the City may impose reasonable and necessary conditions to ensure that the project is consistent with the Specific Plan.

Subsequent entitlement applications shall be made in writing on forms provided by the City and shall be accompanied by required application fees and such data and information as may be prescribed for that purpose.

14.4.3 Capital improvement projects

The capital improvement program must be consistent with this Specific Plan. Infrastructure improvements shall be scheduled and funded consistent with the phasing plan and any Development Agreement.

14.5 OBJECTIVE: Allow for a Specific Plan that evolves

Amendments to the Desert Gateway Specific Plan are expected due to its size and long-term build-out horizon. Additionally, significant long-term public and private investment is necessary to achieve the vision.

POLICY:

14.5.1 Calibrate the plan to maintain the vision

Approval of the Specific Plan indicates acceptance by the City of a general framework of development for the Desert Gateway area. Part of that framework establishes land uses and specific development standards that constitute the zoning regulations for the Specific Plan area. It is anticipated that certain modifications to the Specific Plan text, exhibits, and/or project may be necessary during the development of Desert Gateway.

Major and Minor Amendments. Amendments to the Specific Plan may occur through a "Minor Amendment" or a "Major Amendment." A Minor Amendment allows for minor changes to be made to the Specific Plan without a public hearing and with the approval of the Director of Development ("Director"). All other proposed amendments are considered "Major Amendments" and are required to be reviewed for approval by the Planning Commission and City Council. In all cases, amendments must be found to be in substantial conformance with the goals and standards of the Specific Plan and must be consistent with the Master Developer Agreement.

Amendments may be requested at any time. If the amendment is deemed a Major Amendment by the Director, it will be processed in the same manner as the original Specific Plan. If the amendment is deemed a Minor Amendment by the Director, the Director shall review it for approval. The Director shall retain the discretion to refer a request for a Minor Amendment to the Planning Commission. The following are examples of a Minor Amendment:

- Decrease in project density.
- Modification of design criteria such as paving treatments, architectural details, landscape treatments, fencing, lighting, and entry treatments.
- Implementation of additional landscape treatments such as pocket parks and recreational facilities within neighborhoods and street furniture or portals in the right-of-way.
- Landscape, wall material, wall alignment, and streetscape modifications which are consistent with the design guidelines contained in this Specific Plan as determined by the Director.
- Modifications to Design Guidelines, such as variation of materials within the particular architectural style and minor variations in colors.
- Modifications to architecture, plotting, and unit or building size that have been reviewed and approved through the design review process.
- Changes (including location) to the community infrastructure such as drainage systems, roads, water and sewer systems, etc., that do not have the effect of significantly increasing or decreasing capacity in the project area beyond the specified density range, and do not otherwise change the intent of the Specific Plan.
- The addition of new information to the Specific Plan maps or text for the purpose of clarification that does not change the effect or intent of the Plan.
- Any other proposed amendments that are determined by the Director to be minor.

Actions that do not Constitute an Amendment. The Specific Plan identifies certain actions that do not constitute an amendment to the Specific Plan. Such actions include:

- Adjustments to the Phasing Plan which retain the level of service standard and are consistent with the threshold and triggers for improvements (Policy 14.1.1).
- A transfer or change in acreage or density between land use designations, villages, or districts (Chapter 14, Introduction).

- Modifications to land use due to final alignments and designs of future interchanges, streets, haul roads, and other similar reasons, as well as to ensure compatibility with surrounding land uses and facilities.
- Changes to boundaries of land use designations, rights-of-way, and location of facilities, provided the change is consistent with the general intent of the Specific Plan and there are no net differences in impacts (Policy 14.4.1).

14.5.2 Addition of territory

Property may be added to the Desert Gateway Specific Plan boundary.

14.6 OBJECTIVE: Seek cooperative intergovernmental relationships

The involvement of many governmental agencies is required for the successful implementation of Desert Gateway. This Specific Plan was coordinated with the plans of other agencies. Desert Gateway will consider plans and proposals of other agencies. The City of Victorville will need to work with agencies to implement portions of this Specific Plan.

POLICIES:

14.6.1 Work with the San Bernardino Local Agency Formation Commission

The City of Victorville will expeditiously pursue expansion of the Sphere of Influence to encompass all areas of Desert Gateway.

The City of Victorville will support annexation of all unincorporated property within Desert Gateway. The City finds that a community of interest exists between all property within Desert Gateway and the City.

14.6.2 Preserve a corridor for the future High Desert Corridor

Desert Gateway will reserve right-of-way for the future High Desert Corridor and its interchanges within Desert Gateway.

14.6.3 Preserve corridors for future passenger rail service expansion

Desert Gateway will reserve right-of-way for expansion of passenger rail service to link DesertXpress with Metrolink and the California High Speed Rail Project.

14.6.4 Work with the Southern California Logistics Rail Authority

The City supports a new railroad spur to Southern California Logistics Airport and a potential intermodal facility located at the airport.

14.6.5 Maintain distinct and complementary roles between the Victor Valley Redevelopment Authority and City of Victorville

The Desert Gateway Specific Plan serves as the plan for the redevelopment of that portion of the Victor Valley Redevelopment Area within Desert Gateway. The Victor Valley Redevelopment Plan will continue to enable the implementation framework for redevelopment.

14.7 OBJECTIVE: Periodically evaluate and maintain the Desert Gateway Specific Plan

The Desert Gateway Specific Plan is a long-term plan that will evolve throughout its implementation. Administration and maintenance of the Plan are vital to realize the vision.

POLICIES:

14.7.1 Annual evaluation report required

As deemed necessary, the City Manager may provide an evaluation report to the Victorville City Council and Victor Valley Redevelopment Agency to evaluate the progress in implementing the Desert Gateway Specific Plan. The evaluation report may include recommendations to update department work programs, the City budget, the capital improvement program, and any other City plans or regulations in order to coordinate with and implement this Specific Plan.

AECOM

CITY COUNCIL MEETING
MARCH 20, 2007

MINUTE ORDER

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 07-019 ENTITLED:

City Manager Roberts explained that this project has been in the works for a great many years and was outlined in an article on the front page of the *Los Angeles Times*. There is great momentum with respect to the development of a high-speed rail between Victorville and Las Vegas and that project is the City's project, the DesertXpress High Speed Rail. The project has the support and sponsorship of the lead agency by the Federal Rail Authority. The ultimate date of construction is scheduled for 2012. Council and staff have had several workshops concerning the master planning of property that will be directly impacted and benefited by the construction of the high-speed rail project. Staff and legal counsel have worked closely with the TRED Group negotiating an agreement that would be supported and would contain the schedule and dates of the construction milestones. The development of this project will help promote the cornerstones of the City Council's goal to further the redevelopment of a sustainable economy for a better quality of life for the citizens. This has been a very complex and challenging project that the staff highly recommends Council approves the Master Development Agreement.

It was moved by Councilmember Hunter, seconded by Councilmember Cabriales to adopt Resolution No. 07-019 entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, APPROVING THE MASTER DEVELOPER AGREEMENT BY AND AMONG THE SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY, THE VICTORVILLE REDEVELOPMENT AGENCY, THE CITY OF VICTORVILLE AND DESERTXPRESS ENTERPRISES, LLC, TRANSIT REAL ESTATE DEVELOPMENT, LLC, AND INLAND GROUP, INC. FOR THE DEVELOPMENT OF RAIL FACILITIES AND RELATED INDUSTRIAL, COMMERCIAL AND RESIDENTIAL PROPERTIES IN VICTORVILLE, CALIFORNIA

Motion carried unanimously.

I, Carolee Bates, City Clerk of the City of Victorville, do hereby certify that this document is a true and correct copy of an excerpt from the official minutes of the meeting of the City Council of the City of Victorville on March 20, 2007, the original of which is on file in the City Clerk's office.

Dated: November 25, 2008

Attest:

Carolee Bates

CITY CLERK
CITY OF VICTORVILLE

CITY OF VICTORVILLE INCORPORATED SEPT. 21, 1962 CALIFORNIA

REDEVELOPMENT AGENCY MEETING
MARCH 20, 2007

MINUTE ORDER

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. R-07-003 ENTITLED:

City Manager Roberts explained that this project has been in the works for a great many years and was outlined in an article on the front page of the *Los Angeles Times*. There is great momentum with respect to the development of a high speed rail between Victorville and Las Vegas and that project is the City's project, the DesertXpress High Speed Rail. The project has the support and sponsorship of the lead agency by the Federal Rail Authority. The ultimate date of construction is scheduled for 2012. Council and staff have had several workshops concerning the master planning of property that will be directly impacted and benefited by the construction of the high speed rail project. Staff and legal counsel have worked closely with the TRED Group negotiating an agreement that would be supported and would contain the schedule and dates of the construction milestones. The development of this project will help promote the cornerstones of the City Council's goal to further the redevelopment of a sustainable economy for a better quality of life for the citizens. This has been a very complex and challenging project that the staff highly recommends Council approves the Master Development Agreement.

It was moved by Board Member Hunter, seconded by Board Member Cabriales to adopt Resolution No. R-07-003 entitled:

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY, APPROVING THE MASTER DEVELOPER AGREEMENT BY AND AMONG THE SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY, THE VICTORVILLE REDEVELOPMENT AGENCY, THE CITY OF VICTORVILLE AND DESERTXPRESS ENTERPRISES, LLC, TRANSIT REAL ESTATE DEVELOPMENT, LLC, AND INLAND GROUP, INC. FOR THE DEVELOPMENT OF RAIL FACILITIES AND RELATED INDUSTRIAL, COMMERCIAL AND RESIDENTIAL PROPERTIES IN VICTORVILLE, CALIFORNIA

Motion carried unanimously.

I, Carolee Bates, City Clerk of the City of Victorville, do hereby certify that this document is a true and correct copy of an excerpt from the official minutes of the meeting of the Redevelopment Agency of the City of Victorville on March 20, 2007, the original of which is on file in the City Clerk's office.

Dated: November 25, 2008

Attest:

CITY CLERK
CITY OF VICTORVILLE

CITY OF VICTORVILLE INCORPORATED SEPT. 21, 1962 CALIFORNIA

SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY MEETING MARCH 20, 2007

MINUTE ORDER

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. SCLRA-07-001 ENTITLED:

City Manager Roberts explained that this project has been in the works for a great many years and was outlined in an article on the front page of the *Los Angeles Times*. There is great momentum with respect to the development of a high speed rail between Victorville and Las Vegas and that project is the City's project, the DesertXpress High Speed Rail. The project has the support and sponsorship of the lead agency by the Federal Rail Authority. The ultimate date of construction is scheduled for 2012. Council and staff have had several workshops concerning the master planning of property that will be directly impacted and benefited by the construction of the high speed rail project. Staff and legal counsel have worked closely with the TRED Group negotiating an agreement that would be supported and would contain the schedule and dates of the construction milestones. The development of this project will help promote the cornerstones of the City Council's goal to further the redevelopment of a sustainable economy for a better quality of life for the citizens. This has been a very complex and challenging project that the staff highly recommends Council approves the Master Development Agreement.

It was moved by Board Member Hunter, seconded by Board Member Cabriales to adopt Resolution No. SCLRA 07-001 entitled:

> RESOLUTION OF THE SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY, APPROVING THE MASTER DEVELOPER AGREEMENT BY AND AMONG THE SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY, THE VICTORVILLE REDEVELOPMENT AGENCY, THE CITY OF VICTORVILLE AND DESERTXPRESS ENTERPRISES, LLC TRANSIT REAL ESTATE DEVELOPMENT, LLC, AND INLAND GROUP, INC. FOR THE DEVELOPMENT OF RAIL FACILITIES AND RELATED INDUSTRIAL, COMMERCIAL AND RESIDENTIAL PROPERTIES IN VICTORVILLE, CALIFORNIA
>
> Motion carried unanimously.

I, Carolee Bates, City Clerk of the City of Victorville, do hereby certify that this document is a true and correct copy of an excerpt from the official minutes of the meeting of the Southern California Logistics Rail Authority of the City of Victorville on March 20, 2007, the original of which is on file in the City Clerk's office.

Dated: November 25, 2008

Attest:

Carolee Bates

CITY CLERK
CITY OF VICTORVILLE

CITY OF VICTORVILLE INCORPORATED SEPT. 21, 1962 CALIFORNIA

REDEVELOPMENT AGENCY MEETING
MARCH 20, 2007

MINUTE ORDER

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. R-07-003 ENTITLED:

City Manager Roberts explained that this project has been in the works for a great many years and was outlined in an article on the front page of the *Los Angeles Times*. There is great momentum with respect to the development of a high speed rail between Victorville and Las Vegas and that project is the City's project, the DesertXpress High Speed Rail. The project has the support and sponsorship of the lead agency by the Federal Rail Authority. The ultimate date of construction is scheduled for 2012. Council and staff have had several workshops concerning the master planning of property that will be directly impacted and benefited by the construction of the high speed rail project. Staff and legal counsel have worked closely with the TRED Group negotiating an agreement that would be supported and would contain the schedule and dates of the construction milestones. The development of this project will help promote the cornerstones of the City Council's goal to further the redevelopment of a sustainable economy for a better quality of life for the citizens. This has been a very complex and challenging project that the staff highly recommends Council approves the Master Development Agreement.

It was moved by Board Member Hunter, seconded by Board Member Cabriales to adopt Resolution No. R-07-003 entitled:

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY, APPROVING THE MASTER DEVELOPER AGREEMENT BY AND AMONG THE SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY, THE VICTORVILLE REDEVELOPMENT AGENCY, THE CITY OF VICTORVILLE AND DESERTXPRESS ENTERPRISES, LLC, TRANSIT REAL ESTATE DEVELOPMENT, LLC, AND INLAND GROUP, INC. FOR THE DEVELOPMENT OF RAIL FACILITIES AND RELATED INDUSTRIAL, COMMERCIAL AND RESIDENTIAL PROPERTIES IN VICTORVILLE, CALIFORNIA

Motion carried unanimously.

I, Carolee Bates, City Clerk of the City of Victorville, do hereby certify that this document is a true and correct copy of an excerpt from the official minutes of the meeting of the Redevelopment Agency of the City of Victorville on March 20, 2007, the original of which is on file in the City Clerk's office.

Dated: November 25, 2008

Attest:

CITY CLERK
CITY OF VICTORVILLE

CITY OF VICTORVILLE INCORPORATED SEPT. 21, 1962 CALIFORNIA

RECORDING REQUESTED BY AND)
)
)
WHEN RECORDED RETURN TO:)
)
VICTORVILLE REDEVELOPMENT AGENCY)
ATTN: CITY CLERK)
P.O. Box 5001)
VICTORVILLE, CA 92303-5001)

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San Bernardino County

(SPACE ABOVE FOR RECORDER'S USE ONLY)

No recording fee is required; this document is exempt from fee pursuant to Section 6103 of the California Municipal Code.

MASTER DEVELOPER AGREEMENT
by and among
the SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY,
the VICTORVILLE REDEVELOPMENT AGENCY,
the CITY OF VICTORVILLE,

and

DESERTXPRESS ENTERPRISES, LLC, / TRED
TRANSIT REAL ESTATE DEVELOPMENT, LLC,
and
INLAND GROUP, INC.,

for

THE DEVELOPMENT OF
RAIL FACILITIES AND INDUSTRIAL,
COMMERCIAL AND RESIDENTIAL PROPERTIES
IN
VICTORVILLE, CALIFORNIA

MASTER DEVELOPER AGREEMENT
by and among
SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY,
the VICTORVILLE REDEVELOPMENT AGENCY,
the CITY OF VICTORVILLE

and

DESERTXPRESS ENTERPRISES, LLC,
TRANSIT REAL ESTATE DEVELOPMENT, LLC,
and
INLAND GROUP, INC.,

for

THE DEVELOPMENT OF
RAIL FACILITIES AND INDUSTRIAL,
COMMERCIAL AND RESIDENTIAL PROPERTIES
IN
VICTORVILLE, CALIFORNIA

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EXHIBIT "A"	DESCRIPTION OF NORTHERN TRIANGLE PROPERTIES
EXHIBIT "B"	DESCRIPTION OF SPHERE OF INFLUENCE LAND
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EXHIBIT "D"	SCHEDULE OF PERFORMANCE
EXHIBIT "E"	FISCAL CONSULTANT REPORT
EXHIBIT "F"	MODEL FRANCHISE AGREEMENT

This MASTER DEVELOPER AGREEMENT (the "Master Developer Agreement") for the development of rail facilities and industrial, commercial and residential properties in Victorville is made and entered into as of this ___ day of _____, 2007, by and among the SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY, a joint powers authority duly formed under the laws of the State of California ("Rail Authority"), the VICTORVILLE REDEVELOPMENT AGENCY, a California redevelopment agency (the "Agency"), the CITY OF VICTORVILLE, a municipal corporation (the "City"), DESERTXPRESS ENTERPRISES, LLC, a Nevada limited liability company ("DXE"), TRANSIT REAL ESTATE DEVELOPMENT, LLC, a Nevada limited liability company ("TRED"), and INLAND GROUP, INC., a California corporation ("Inland") with reference to the following facts:

RECITALS

A. In 1988, the Defense Base Closure and Realignment Commission recommended that former George Air Force Base ("GAFB") be closed, which closure has occurred. GAFB is now known as Southern California Logistics Airport ("SCLA"). In response to the closure, several of the local communities adjacent and in proximity

to SCLA deemed it desirable to form a joint powers authority to create the Victor Valley Economic Development Authority ("VVEDA").

B. VVEDA was established under California Government Code Section 6500 et. seq. and was formed pursuant to the provisions of a certain joint exercise of powers agreement, as amended (the "Fourth Amended Joint Exercise of Powers Agreement").

C. In accordance with the terms of the Fourth Amended Joint Exercise of Powers Agreement, VVEDA delegated its decision making authority with respect to SCLA to the Southern California Logistics Airport Authority (the "Airport Authority").

D. VVEDA and the Airport Authority previously caused the preparation of various planning documents pertaining to the reuse of SCLA and areas in proximity thereto. A redevelopment plan was adopted by VVEDA in accordance with the California Community Redevelopment Law in December of 1993 (the "Redevelopment Plan"). The Redevelopment Plan, as amended, established a redevelopment project area which encompassed SCLA as well as approximately fifty five thousand (55,000) additional acres of land within the jurisdictional boundaries of the member entities of VVEDA (the

"Project Area"). The City has caused the preparation and adoption of a specific plan for SCLA (the "SCLA Specific Plan") which SCLA Specific Plan has been amended and which has further been found to be in conformity with the Redevelopment Plan.

E. In order to implement the provisions of the SCLA Specific Plan and Redevelopment Plan, the Airport Authority along with the Rail Authority have deemed it desirable to pursue the reestablishment of rail connections to SCLA and to establish new rail connections to areas adjacent thereto and to evaluate the viability of development of intermodal, multimodal facilities as well as passenger facilities to be located on SCLA and/or in areas immediately adjacent thereto.

F. In response to the desire to facilitate the development of rail improvements and related industrial and commercial properties, on and adjacent to SCLA, the City, the Airport Authority and the Agency caused the formation of the Rail Authority pursuant to the terms of that certain Joint Exercise of Powers Agreement Creating Southern California Logistics Rail Authority dated as of October 17, 2001.

G. Beginning as early as November 14, 2005, the City began investigating ways to facilitate development of areas within the jurisdiction of the City and immediately adjacent to the City, which areas are set forth on Exhibit "A" attached hereto and incorporated herein by this reference (collectively hereinafter referred to as the "Northern Triangle Properties") independent, aside from and prior to the actions, plans and operations of Inland, DXE and TRED in Victorville.

H. During the course of their evaluation, the City determined that an open, orderly, coordinated and logical development of the Northern Triangle Properties, incorporating appropriate development activities for mixed use, commercial, residential and community open space, would be integral to optimizing the use of these properties and would be in the best interest of the community.

I. The City has begun its planning process for the development of the Northern Triangle Properties with the intent of facilitating the development of this area regardless of whether such development occurs with or without reliance on a master developer.

J. Simultaneously with the Rail Authority's re-establishment of SCLA rail connections, DXE, TRED, and Inland (sometimes hereinafter collectively referred to as the "Developer") have been aggressively pursuing a development project which would provide for a high-speed passenger rail connection between Las Vegas, Nevada and Victorville, which project is being proposed as a private-public partnership enabling it to be developed without reliance upon public funding (the "DX Project").

K. As currently conceived, the DX Project will have its southern terminus in the City and may connect with the monorail system in Las Vegas, Nevada, which also uses a public-private partnership approach.

L. Inland, DXE and TRED have determined that in order to complement the overall development in Victorville, it could be advantageous to also facilitate the development of the Northern Triangle Properties.

M. The parties hereto deem it desirable at this time to enter into this Master Developer Agreement to ensure a consistent

plan for the marketing and development of the Northern Triangle Properties.

N. The parties hereto expect that the development of the Northern Triangle Properties pursuant to this Master Developer Agreement will increase the utility and incremental tax value of the Northern Triangle Properties by creating quality mixed use development projects via the cooperative association of Developer and City; by assisting the City to achieve its goals and its vision for the Victor Valley, including working towards achieving a housing and jobs balance and creating sustainable communities.

O. In recognition of the substantial long term commitment of Developer to locate the DX Project southern California hub station and operations base in the Northern Triangle Properties, and the long term value to the City thereof, City is willing to designate the Developer as the Master Developer for the Northern Triangle Properties pursuant to the terms of this Master Developer Agreement.

P. To meet the City's goals as referenced above, Developer and the City agree to this Master Developer Agreement to

eliminate uncertainties, to the maximum extent possible, for the master planning and the resultant developments that will follow because of this Master Developer Agreement, including without limitation cooperation by the parties hereto in creating a specific plan for the Northern Triangle Properties ("NT Specific Plan").

Q. The City is currently considering the expansion of its Sphere of Influence, as defined herein, to incorporate areas that are adjacent and northerly of the Northern Triangle Properties and which comprise approximately 37,000 acres. To the extent the City is successful in causing the annexation of such Sphere of Influence areas it would be the intent of the parties to consider making such areas subject to this Master Developer Agreement, and to the extent feasible, expanding or amending the NT Specific Plan to incorporate such areas.

NOW THEREFORE, in consideration of the terms and provisions of this Master Developer Agreement, the parties agree as follows:

ARTICLE I

Section 1.01. Purpose of the Master Developer Agreement.

The purpose of this Master Developer Agreement is to effectuate redevelopment within a portion of the Project Area comprising the Northern Triangle Properties and assist in developing rail facilities, along with associated industrial and commercial facilities and residential properties in proximity thereto, by and amongst other things, assisting TRED, DXE, and Inland, as well as third parties associated with DXE, TRED, and Inland with the purchase and/or lease of property and assisting in the development thereof. The redevelopment of the Northern Triangle Properties and related industrial, commercial and residential properties in proximity thereto by Developer, or third parties procured by Developer, pursuant to this Master Developer Agreement is in the vital and best interests of the Agency, the City and the Rail Authority and is in accordance with applicable federal, state and local laws and requirements. This Master Developer Agreement is entered into for the purpose of development and not for speculation in land holding.

At such time as Developer (or any associated third-party) controls (through ownership or otherwise) Significant Portions of the Northern Triangle Properties, the parties will work in good faith to negotiate a written development agreement ("Development Agreement") covering such properties, which shall be consistent with the intent and terms of this Master Developer Agreement and the NT Specific Plan. For purposes of this Master Developer Agreement, the term "Significant Portions of the Northern Triangle Properties" shall initially mean six hundred (600) acres (which may or may not be contiguous). To the extent Developer acquires additional acreage, the parties agree that, to the extent legally permissible, such additional land shall be amended into the Development Agreement. In the event, additional land cannot be amended into said original Development Agreement, then the Parties will work in good faith to negotiate one or more subsequent Development Agreements, provided however, that any such subsequent Development Agreements shall encompass properties which incorporate increments of at least two hundred (200) hundred acres.

Section 1.02. Parties to the Master Developer Agreement.

(a) The Rail Authority is a joint powers authority established pursuant to Government Code Section 6500, et seq. The

principal office of the Authority is located at 14343 Civic Drive, Victorville, California 92392. As used in this Master Developer Agreement, the term "Rail Authority" shall be deemed to include the Rail Authority and any assignee or successor to the Rail Authority or to its rights, powers and responsibilities under this Master Developer Agreement.

(b) The Agency is the Victorville Redevelopment Agency, public body, corporate and politic, duly created and activated pursuant to the provisions of Section 33100, et. seq. of the Health and Safety Code of the State of California (the "Act") by a duly adopted Ordinance of the City of Victorville, California.

(c) The City is a general law city. The principal office of the City is located at 14343 Civic Drive, Victorville, California 92392.

(d) The Developer is comprised of TRED, DXE and Inland.

(i) Inland is Inland Group, Inc., a California company, the principal office of Inland is Inland Group, Inc., 3501

Jamboree Rd., South Tower, Suite 606, Newport Beach, CA 92660, Attn: Buck Johns.

(ii) DXE is DesertXpress Enterprises, a Nevada Limited Liability company, the principal office of DXE is 6750 Via Austi Way, Suite 250, Las Vegas, NV 89119, Attn: Andrew Mack.

(iii) TRED is Transit Real Estate Development, LLC, a Nevada Limited Liability company, the principal office of TRED is 6750 Via Austi Way, Suite 250, Las Vegas, NV 89119, Attn: Jeffery Kimmel.

Section 1.03. Prohibition Against Change in Ownership, Management and Control of Developer, or Assignment of Master Developer Agreement.

(a) The qualifications and identities of the persons and entities comprising Developer are of particular concern to the Rail Authority, the City and the Agency. It is because of these qualifications and identities of the entities comprising the Developer that the Rail Authority, the Agency and the City have entered into this Master Developer Agreement with Developer. No

voluntary or involuntary successor in interest of Developer, or any of the entities comprising Developer, shall acquire any rights or powers under this Master Developer Agreement, except as expressly set forth herein.

(b) Except as otherwise provided in this Master Developer Agreement, Developer shall not assign all or any part of this Master Developer Agreement to a third party without the prior written approval of the Rail Authority, the City and the Agency, which approval shall not be unreasonably withheld, conditioned, or delayed. Approval by the Rail Authority, the City and the Agency shall be based upon the proposed assignee's capability to perform Developer's obligation under this Master Developer Agreement in a similar fashion as Developer. Any assignment of this Master Developer Agreement without the foregoing prior written approval of the Rail Authority will be void.

(c) Developer shall promptly notify the Rail Authority, the Agency and the City in writing of any material change in the identity or financial condition of any principal shareholder of more than twenty percent (20%) of the equity interest of Developer or a material personnel change among the operation and management

officers, directors or members of Developer or the entities comprising the Developer.

Section 1.04. Defined Terms. The following terms used in this Master Developer Agreement, unless the context otherwise requires, shall have the following meanings:

"Airport Authority" shall have the meaning set forth in Recital C hereof.

"Agency" shall mean the Victorville Redevelopment Agency, a California redevelopment agency.

"Agency Development Parcels" shall have the meaning set forth in Section 2.02.

"Approved Developers" shall have the meaning set forth in Section 2.02.

"Business Day" shall have the meaning set forth in Section 8.17.

"CC&Rs" shall mean those certain Covenants, Conditions and Restrictions ("CC&Rs") to be recorded on all Development Parcels by Developer as more fully set forth in Section 2.06(vii). To the extent that the City has an interest in any of the Development Parcels, it will agree that such parcels shall be subject to the CC&Rs.

"CEQA" shall mean the California Environmental Quality Act, California Public Resources Code Section 21000 et seq.

"City" shall mean the City of Victorville, a municipal corporation.

"Developer" shall collectively refer to DXE, TRED, and Inland, as further defined in Recital G hereof.

"Development Agreement" shall have the meaning set forth in Section 1.01.

"Development Parcels" shall mean those portions of the Northern Triangle Properties which are not otherwise contemplated to be under the direct management and control of the Agency.

"DXE" shall mean DesertXpress Enterprises, LLC, a Nevada limited liability company.

"DX Project" shall have the meaning set forth in Recital J hereof.

"DX Compliance Event" shall mean an act as marked by a precise point in time when (1) an event listed in Exhibit "C", DX Development Milestones, is not achieved by the DX Milestone Date, as set forth in Exhibit "C", and any rights to cure and/or re-negotiate this Master Developer Agreement pursuant to this Master Developer Agreement have been exhausted; or (2) the Developer provides formal notice to the City or Agency that Developer is no longer pursuing development of the DX Project.

"Effective Date" shall mean _____ , 2007.

"Extension Term" shall have the meaning set forth in Section 7.03.

"Fourth Amended Joint Exercise of Powers Agreement" shall have the meaning set forth in Recital B hereof.

"GAFB" shall have the meaning set forth in Recital A hereof.

"Governmental Agency" shall mean any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature anywhere in the world, (b) governmental or quasi-governmental entity of any nature, including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, taxing authority or unit and any court or other tribunal (foreign, federal, state or local), or (c) Person, or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

"Governmental Approval" shall mean a permit, license, certificate, franchise, concession, approval, consent, ratification, permission, clearance, confirmation, endorsement,

waiver, certification, filing, franchise, notice, variance, right, designation, rating, registration, qualification, authorization or order that is or has been issued, granted, given or otherwise made available by or under the authority of any Governmental Agency or pursuant to any Law.

"Inland" shall mean Inland Group, Inc., a California corporation.

"Laws" mean all laws, rules, regulations, ordinances, resolutions, adopted guidelines, and official policies of governmental entities.

"Master Developer Agreement" shall mean this Master Developer Agreement.

"Master Plan" shall have the meaning set forth in Section 2.05(i) hereof.

"Northern Triangle Properties" shall mean that certain real property which incorporates areas generally designated on Exhibit "A".

"NT Specific Plan" shall have the meaning set forth in Recital P.

"Permits and Approvals" shall mean the permits and approvals for the Project or each phase thereof that are required for the development of the Project or the particular phase that is being developed (other than building permits), as the case may be, that is needed for public access and the development of a particular phase. Said Permits and Approvals shall be consistent with City standards.

"Plans and Guidelines" shall have the meaning set forth in Section 2.05(i).

"Project" shall mean the acquisition, lease, development, sale, disposition, and/or management of the Northern Triangle Properties, or portions thereof, as contemplated by this Master Developer Agreement.

"Project Area" shall have the meaning set forth in Recital D hereof.

"Project Proposal" shall mean a description of a portion of the overall Project containing such information as required pursuant to Section 2.03(i).

"Rail Authority" shall mean the Southern California Logistics Rail Authority, a joint powers authority duly formed under the laws of the state of California.

"Redevelopment Plan" shall have the meaning set forth in Recital D hereof.

"SCLA" shall have the meaning set forth in Recital A hereof.

"SCLA Specific Plan" shall have the meaning set forth in Recital D hereof.

"Sphere of Influence Land" shall mean such land as is more fully described on Exhibit "B".

"Tax Increment Funds" shall have the meaning set forth in Section 2.05(ii).

"Term" shall have the meaning set forth in Section 7.01 hereof.

"Transferred Development Parcels" shall have the meaning set forth in Section 8.03.

"TRED" shall mean Transit Real Estate Development, LLC, a Nevada limited liability company.

"VVEDA" shall have the meaning set forth in Recital A hereof.

Section 1.05. Additional Defined Terms. To the extent that any capitalized terms contained in this Master Developer Agreement are not defined above, then such terms shall have the meaning otherwise ascribed to them in this Master Developer Agreement.

ARTICLE II

Section 2.01. Acquisition of the Northern Triangle Properties. Provided it is otherwise in compliance with the terms of this Master Developer Agreement, Developer shall have the ability to develop any real property acquired by it through lease, purchase or otherwise within the Northern Triangle Properties in accordance with the terms and conditions of this Master Developer Agreement and the NT Specific Plan. City shall cooperate and use good faith efforts to assist Developer in its efforts to purchase and/or control the Northern Triangle Properties, including but not limited to the purchase of property owned by the Bureau of Land Management, in as efficient manner as possible.

To the extent any properties comprising the Northern Triangle Properties are acquired by third parties independently of the Developer, the Rail Authority, the Agency or the City, such properties shall not be subject to the terms of this Master Developer Agreement, but will be subject to the terms of the NT Specific Plan.

Section 2.02. Purchase, Sale and Lease of the Parcels. Subject to the provisions of this Master Developer Agreement, the Agency and Developer shall cooperate in good faith to determine the best strategy for the acquisition, development and/or disposition of portions of the Development Parcels. To the extent Agency, in its sole discretion, deems it appropriate to acquire certain parcels (the "Agency Development Parcels") and a DX Compliance Event has not occurred, it hereby agrees to sell and/or lease, in and at Developer's discretion, to Developer, or third parties procured by Developer and approved by the Agency (such third parties being hereinafter referred to as the "Approved Developers"), and Developer agrees to purchase and/or lease or cause the Approved Developers to purchase and/or lease from the Agency, and cause the development of such Agency Development Parcels in accordance with this Master Developer Agreement and the NT Specific Plan. Notwithstanding the foregoing, there may be circumstances where the City is required to acquire certain portions of the Development Parcels for public purposes. To the extent the City acquires property for public purposes and such property remains in public use, such property will not be subject to the provisions of this Agreement.

To the extent the Agency Development Parcels are to be acquired by Developer or the Approved Developers pursuant to this Master Developer Agreement, the purchase price for any individual parcel or portion thereof to be paid to the Agency shall be equal to the acquisition costs incurred by the Agency.

With respect to any leases and/or ground leases, the annual lease rate to be paid to the Agency for any portion of the Agency Development Parcels which Developer seeks to lease or cause to be leased from the Agency shall be determined in accordance with Section 2.04.

The parties agree that the sale or lease of any portion of the Agency Development Parcels shall be subject to the reservation for the benefit of the Agency or the City, as applicable, or other interested utilities, of easements for roads, utilities, sewer and storm drain purposes, in widths and alignments as may be mutually agreed to by the parties hereto. Said utilities and easements, as applicable, shall be clearly identified on each Project Proposal submitted by Developer.

The parties further agree that certain portions of the Development Parcels may be directly acquired by Developer or third parties without Agency participation and that such parcels will then be subject to the terms of the NT Specific Plan.

Section 2.03. Transfer Conditions. The matters set forth herein concern matters that affect the ability of the Agency to transfer and thereby facilitate development of the Agency Development Parcels and shall be deemed conditions precedent to any such transfer.

(i) Project Proposal. Developer shall submit a written Project Proposal which shall include, amongst other things, (1) the name and financial strength of the proposed buyer, (2) the proposed sales price for the property, (3) the proposed terms of the sale, (4) the proposed use of the property, (5) the estimated fair market value of the property upon completion of development, (6) the estimated number of jobs to be created by the project, (7) the estimated amount of any incentives being offered in connection with the sale of the property, (8) the infrastructure requirements for the project and (9) a proposed schedule of performance pertaining to the sale and development of the property.

(ii) Disposition and Development Agreement. The parties or the Agency and the applicable Approved Developers shall have entered into a Disposition and Development Agreement or similar agreement which shall set forth (a) the terms of sale and disposition of the property which are acceptable to both parties, (b) applicable escrow instructions and (c) the scope and schedule of development. The agreement will also provide the Agency with a right of reversion to the extent the development obligations are not satisfied.

(iii) Environmental Review. All required environmental documentation for the development of the applicable portion of the Agency Development Parcels shall have been satisfactorily completed, certified and published.

(iv) Sources of Infrastructure Financing. The Agency and Developer shall have identified sources of revenue to finance the Agency's share of the costs of the construction of any required infrastructure for development of that portion of property.

Section 2.04. Leasing. In order to facilitate Developer's marketing, development and management of the Agency

Development Parcels and subject to the following provisions, the Agency hereby agrees to allow Developer to lease or cause to be leased the applicable portions of the Agency Development Parcels. A lease may be executed with respect to existing land. The lease rate to be paid to the Agency shall be reasonably determined on a case by case basis as will the allocation and/or use of any revenues attributable thereto. The lease of such land or facilities will be accomplished pursuant to the provisions of a form lease agreement reasonably acceptable to Developer and the Agency and subject to all of the provisions contained in this Master Developer Agreement and the NT Specific Plan.

Section 2.05. Master Development of the Northern Triangle Properties.

(i) Master Developer. The City hereby recognizes Developer as the exclusive master developer for the Northern Triangle Properties with the right, in conjunction with the City and in accordance with the NT Specific Plan, to master plan (the "Master Plan") the Northern Triangle Properties, to arrange and implement infrastructure and create finance plans, and to implement the NT Specific Plan zoning designations for the Northern Triangle

Properties (collectively, the "Developer's Exclusive Rights"). Exclusive in this context shall mean that the City shall not engage or negotiate with other developers in connection with master planning the Northern Triangle Properties, but it shall not mean that the City is prevented from negotiating with land owners or other developers who have acquired or control properties and seek to pursue development of individual projects within the Northern Triangle Properties. In furtherance of the foregoing, it is contemplated that Developer and City shall cooperate in good faith: (1) to entitle the Northern Triangle Properties per the NT Specific Plan and such other general and specific plans and universal design guidelines ("Plans and Guidelines") as approved by the City and developed jointly with the City by Developer; (2) to establish architectural controls, design guidelines and theming for the Northern Triangle Properties consistent with the NT Specific Plan; and (3) to develop or cause to be developed the Northern Triangle Properties in accordance with the NT Specific Plan and Plans and Guidelines.

Should a DX Compliance Event occur, City shall have the right, in its sole discretion, to suspend the Developer's Exclusive Rights. For purposes of this Section, the City may not designate

any third parties as a Master Developer, or any similar designation, during any suspensions of the Developer's Exclusive Rights. Developer shall work diligently to cure any DX Compliance Event. Upon Developer's cure of a DX Compliance Event, Developer's Exclusive Rights shall immediately be restored. Should the Developer's Exclusive Rights be suspended under this Section or should this Master Developer Agreement be terminated pursuant to Section 7.02, such suspension or termination will have no effect on (1) any rights the Developer may have pursuant to any Development Agreement(s) that have already been executed in accordance with the terms of this Master Developer Agreement; or (2) any rights that Developer may have to require the City or Agency to enter into a Development Agreement pursuant to the terms of this Master Developer Agreement, including, without limitation, any rights associated with any land under the Ownership or Control, as defined in Exhibit "D", Schedule of Performance, attached hereto, of the Developer, and such rights as provided in Section 7.02.

(ii) Tax Increment. To the extent development efforts are reasonably accomplished, and as long as Developer reasonably complies with the NT Specific Plan, City and Agency agree to cooperate with Developer to maximize and leverage to the highest

degree possible the incremental property tax value created by the master development efforts contemplated herein. In order to help facilitate the development of the NT Properties, the Agency hereby agrees to commit fifty percent (50%) of the unencumbered tax increment revenues generated and realized from the development of properties by the Developer (the "Tax Increment Funds") to fund infrastructure costs associated with the Project (including but not limited to infrastructure required to support the DX facilities). Unencumbered Tax Increment Funds shall mean the portion of tax increment revenues received by the Agency, exclusive of amounts that are otherwise legally required to be passed through to other taxing entities (either by way of agreement or in accordance with the California Redevelopment Law) or amounts that have been pledged for outstanding bond issues prior to the date of this Agreement. Such amounts that are otherwise pledged for existing indebtedness or passed through to other taxing agencies and the applicable formulas through which such distributions are made are more fully described in the Fiscal Consultant Report that is attached hereto as Exhibit "E" and incorporated by this reference. The Agency hereby represents and warrants that: Exhibit "E", Fiscal Consultant Report, sets forth the applicable formula's used to calculate the amount of the Tax Increment Funds that have been

either pledged for outstanding bond issues or passed through to taxing entities prior to the date of this Agreement. Following the date of the Agreement; the agency agrees that no other portions of the Tax Increment Funds shall be pledged or encumbered. Developer acknowledges and agrees that a portion of the Unencumbered Tax Increment Funds, not exceeding ten percent (10%) may have to be used on projects that either increase, improve or preserve the supply of low and moderate income housing, as required by California Redevelopment law. The Agency agrees that it shall cooperate with Developer to minimize the amount of Tax Increment Funds that would be used for low and moderate income housing purposes, and to the extent that such portion of the Tax Increment Funds are used for low and moderate income housing purposes, such portion shall be used for Developer's projects. Infrastructure items to be constructed in connection with the foregoing shall include, but not be limited to, water, sewer, electricity, roads (including the E-220 corridor) and such other infrastructure items as may be required for the development of the Northern Triangle Properties. Implementation of the foregoing may be accomplished through any or all of the following: (i) construction of infrastructure in the Northern Triangle Properties by the City or Agency; (ii) contracting and payment by City or Agency to Developer

for pre-approved construction of infrastructure in the Northern Triangle Properties; (iii) Payment by City or Agency to third parties contracted by Developer and pre-approved by City or Agency for construction of infrastructure in the Northern Triangle Properties; (iv) such other methods as Developer and City may reasonably agree upon. Developer may, from time to time, advance infrastructure funds prior to receipt of all needed Tax Increment Funds for a particular infrastructure project, after the Agency reasonably approves such expenditure, which approval shall not be unreasonably withheld, conditioned, or delayed. To the extent of such advancement of funds, Developer shall have a first priority claim for reimbursement of Tax Increment Funds to reimburse the cost of such approved infrastructure facilities. Moreover, should Developer, in conformity with the NT Specific Plan and with the prior written approval of the Agency (which shall not be unreasonably withheld or delayed), construct interim facilities or phase facilities as part of the Project that have a useful life of at least two (2) years, the costs thereof shall be a Project expense to be paid for with Tax Increment Funds. In connection with the foregoing, the Agency agrees to reasonably pursue the issuance of tax increment revenue bonds based upon the availability of Tax Increment Funds, the proceeds of which would be used for the

development and infrastructure within the Northern Triangle Properties.

Additionally, City and Developer further agree that all City fees imposed as a result of the development of the Northern Triangle Properties, to the extent permitted by law, will be used for the purposes of completing and maintaining the Project infrastructure. In connection therewith, the City agrees that it will not oppose a two percent (2%) Combined Tax Rate of property taxes and any community facilities district taxes for purposes of funding infrastructure (which may be increased from time to time upon mutual agreement of the parties). The City agrees that any fee increases that will impact the Northern Triangle Properties shall only be adopted and implemented in accordance with the provisions of State law, including but not limited to the provisions of Government Code Section 66000 et seq

To the extent Developer installs, at its own cost, infrastructure which is consistent with the NT Specific Plan, and the City or Agency has approved the construction thereof (which approval shall not be unreasonably withheld or delayed), Developer shall be entitled to receive credit against development and related

fees imposed by City for such infrastructure in lieu of paying said fees. In such event, to the extent legally permissible, credits can be used for one category or class of fee to pay for another category or class of fee. Should City lawfully require Developer to build parks, public golf courses, community centers, or similar public purpose structures or improvements as part of City's development review and permitting process, the cost of such construction and development will also, with prior City approval (which shall not be unreasonably withheld or delayed), be fully credited to Developer to satisfy Project conditions and CEQA mitigations.

To the extent City has control, City will cooperate with Developer to pursue park/school combinations whereby Developer shall receive credit toward any park obligations for land dedicated to park purposes (including private recreation centers). City and Developer agree to consider pursuing joint use opportunities first (i.e., library and school or park and fire station) and use their reasonable efforts to implement joint use opportunities. Commercial development within the Northern Triangle Properties shall not be assessed park fees, unless the park is private and said park fees are agreed upon by Developer and City.

Unless otherwise required by law, or as part of the NT Specific Plan, City may not impose upon Developer any requirement for dedication of and construction or improvement of public facilities (including construction of any fire station, police station or library), payment of fees in connection with the foregoing, or making any other contribution required in order to address impacts of development on the Project or within other areas of City. Without Developer's prior written consent, and unless otherwise required by law, City shall not include the Northern Triangle Properties in any assessment or other district formed by or on behalf of City and City shall not support inclusion of the Northern Triangle Properties in any assessment or other district formed by any other governmental entity, unless said assessment or district is a uniform City-wide assessment.

Section 2.06. NT Specific Plan. To facilitate the development of the Northern Triangle Properties, it is the intent of the parties that the following will be incorporated into the NT Specific Plan:

(i) Development Rules. City and Developer agree to jointly and reasonably cooperate in establishing development rules and criteria for inclusion in the NT Specific Plan. Building codes will also be addressed in the NT Specific Plan. The City agrees that it shall not independently initiate any amendment to the NT Specific Plan unless such amendments are required pursuant to State laws.

(ii) Density. The NT Specific Plan shall define the maximum number of units and square footages for both residential and non-residential developments contemplated by this Master Developer Agreement. City and Developer also agree to reasonably agree upon provisions for inclusion in the NT Specific Plan to provide Developer the right to transfer units of square footages and density between planning areas and separate developments within the Project, and moving of uses within the NT Specific Plan.

(iii) Amendments. Once a parcel within the Northern Triangle Properties is zoned by City pursuant to Developer's and the City's agreement herein, the City agrees, that unless otherwise required by State laws, it will not thereafter unilaterally or independently modify or amend the applicable zoning

or other entitlements, including changes that may arise via general plan amendments and updates, specific plans amendments and updates, zoning amendments and updates, Master Plan changes, tentative and final subdivision and parcel map amendments and updates, environmental impact reports and other CEQA approvals and amendment and updates, conditional use permits and amendments, design review approvals, and administrative approvals. The provisions of this Master Developer Agreement and any subsequent Development Agreement, and rights and entitlements related thereto shall be exempt from any City imposed moratoriums, except to the extent required by Federal or State law, and except as may be required by health, safety and welfare requirements.

Section 2.07. Fast Track Approval. City and Developer agree that the effective development of the Northern Triangle Properties requires a fast track approval process for all phases of the Project. To facilitate the foregoing, City agrees to implement such reasonable procedures to further the goals of the fast track approval process, as City and Developer may agree, including, but not limited to, exclusively dedicating plan check and inspection staff to the Project, provided such dedicated staff is at no cost to City.

Section 2.08. Reserve Capacity. City agrees to cooperate with Developer in the establishment of reimbursement districts. Should a third party use infrastructure developed by Developer before Developer has been reimbursed for the cost thereof, City shall cause said third party be subject to a reimbursement district as a condition to said third party's construction of its project, a fair and reasonable proportion of the cost, whether the term of this Master Developer Agreement has expired or not. The fair and reasonable proportion of the cost, as referred to above, shall be adjusted upward, but not downward, to account for the then current costs, as opposed to the actual costs Developer incurred, to install the infrastructure that said third party uses. City shall send written notice to Developer when City establishes a reimbursement district.

With respect to development of the Northern Triangle Properties by Developer, and to the extent City controls, or obtains, water or sewer service, Developer shall receive nothing less than the most favorable terms offered by the City to third parties to obtain water and sewer services from City.

(v) Public Utilities Paid for by Developer. Any and all Franchise agreements that fall under the preview of the Franchise Act of 1937 (California Public Utility Case Section 6201 et. seq.) shall be entered into pursuant to the requirements of said Act. The Developer may apply to the City for any non-exclusive franchise located within the Northern Triangle Properties. Should the franchise be for any item listed in Public Utility Code Section 6202, the Developer must comply with the Franchise Act of 1937. To the extent City has control, City shall offer Developer utility franchises so that Developer has the option to pay for and install certain public utilities within the Northern Triangle Properties. Should Developer do so, Developer shall have the non-exclusive right, unless otherwise provided by law or otherwise, to elect to operate such utilities in accordance with a franchise agreement to be executed by City and Developer (substantially in the form of the franchise agreement attached hereto as Exhibit "F"), except for electric, water, sewer and gas lines, and City shall grant Developer any necessary easements for said utilities. Included in such ownership rights and to the extent not inconsistent with any Federal or State law, would be easement rights to install off site overhead power lines as required to connect with any existing or future services outside of

the Northern Triangle Properties. Similarly, to the extent permitted by law, Developer shall have the right to install and pay for utility conduit for technology purposes, including but not limited to cable lines and fiber optics, within, over, across, and under all public rights of way within the Northern Triangle Properties. Should Developer elect to do so, City shall grant Developer the right to own any such utility conduit and easements for said lines. Included in such rights would be the right to install off site conduit as required to connect with any existing or future services outside of the Northern Triangle Properties, and related easements in favor of Developer

(vi) City Resources. As long as there is not an unreasonably negative impact on construction activities outside the Northern Triangle Properties, City agrees to make City resources available and to exercise all City powers available to support and expedite (a) implementation and completion of the DX Project and land development within the Northern Triangle Properties, and (b) accomplishment of the Master Plan in the most cost effective and efficient manner. City also agrees to limit any CEQA review and mitigation to that which is normal and customary, and to take all actions permitted under its municipal authority to obtain property

for public improvements within the Northern Triangle Properties as well as remove structures and encroachments that are within public easements or rights of way.

(vii) CC&Rs. Developer may create Covenants, Conditions and Restrictions ("CC&Rs") to be recorded on all Development Parcels. The CC&Rs may reflect, among other things: (a) exclusive agreements with third parties for the offering of their services within the Northern Triangle Properties; and (b) Developer having the sole and exclusive rights to enforce the CC&Rs.

(viii) City Maintenance. City and Developer shall cooperate in the establishment of districts to pay for maintenance of parkways, parks, open space, storm drain and detention facilities, and similar items via utility or similar districts, including but not limited to Landscape Maintenance Assessment Districts, Drainage Facilities Assessment Districts, and Park Districts. Developer may initiate proceedings for the formation of any said or similar districts, and City shall in good faith cooperate with Developer and diligently process said application and facilitate, expedite, and endeavor to create, with due diligence, said districts. In addition to the foregoing, City

agrees to cooperate in the creation of a storm drain assessment district to pay for such improvements for the Bell Mountain Wash, of which City and Developer shall reasonably agree necessary for the development of the Project.

(ix) Most Favored Nation. If City enters into any agreements with other property owners or developers concerning land within the Northern Triangle Properties which contain provisions concerning the development thereof, fees, financing programs, City participation in infrastructure and public facilities, or other provisions related to the use of development of such land which are more favorable to such other developers than the provisions of this Master Developer Agreement are to Developer, then Developer shall be entitled to the benefit of such more favorable provisions.

Section 2.09. Ordinance Extension. To the extent that Developer reasonably and diligently moves forward toward development of the NT Specific Plan, City agrees to reasonably extend Ordinance 2145 concerning development approvals for each property within the Northern Triangle Properties.

ARTICLE III

Section 3.01. Off-Site Development. The parties agree that in order to ensure the successful development of the Northern Triangle Properties, it may be necessary to pursue the acquisition and/or development of properties which are located adjacent and/or in proximity to the Northern Triangle Properties. The parties therefore agree to cooperate in good faith in order to facilitate the development of such properties and each party agrees to commit resources in the pursuit of such ventures to the extent deemed commercially reasonable by both parties. With respect to land that is currently within the City's Sphere of Influence Areas, it is the intent of the parties to make sure such areas are subject to this Master Developer Agreement, and to expand or amend the NT Specific Plan to incorporate such areas.

ARTICLE IV

Section 4.01. Costs of Construction and Other Costs. Except as otherwise provided in this Master Developer Agreement or the Development Agreement, the costs of developing the Development Parcels and of constructing all improvements thereon and adjacent

thereto as set forth in the Project Proposal shall be borne by Developer and/or third parties procured by Developer.

Except as otherwise provided in this Master Developer Agreement or the Development Agreement, Developer, the Approved Developers or such other appropriate third parties shall, at their sole cost and expense, cause to be prepared, and shall pay any and all fees pertaining to the review and approval thereof by the City, all required construction, planning and other documents reasonably required by governmental bodies pertinent to the development of the Development Parcels hereunder including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications and design review documents.

Except as otherwise provided in this Master Developer Agreement or the Development Agreement, Developer and/or the Approved Developers, as applicable, shall pay for any and all costs concerning the design, construction, relocation and securing of permits for utility improvements and connections, including sewers and sewer lines, power lines and poles, water lines, gas lines, cable lines and related vaults, storm drains and vaults, traffic access ways, lighting poles and standards, handicapped access ramps, construction of tree wells and planting of trees. Such parties shall obtain any and all necessary approvals prior to the commencement of applicable portions of said construction, and such parties shall take reasonable precautions to ensure the safety and stability of surrounding properties during said construction.

ARTICLE V

Section 5.01. Supersedure by Subsequent Law. If any Law made or enacted after the date of this Master Developer Agreement by governmental entities other than the Agency prevents or precludes compliance with one or more provisions of this Master Developer Agreement, then the provisions of this Master Developer Agreement shall, to the extent feasible, be reasonably modified or

suspended as may be necessary to comply with such new law, rule or regulation. Immediately after enactment of any such new law, rule or regulation, the parties shall meet and confer in good faith to determine the feasibility of any such modifications or suspension based on the effect such modification or suspension would have on the purposes and intent of this Master Developer Agreement. If such modification or suspension is infeasible in Developer's reasonable business, geotechnical or environmental judgment, then Developer shall have the right to terminate this Master Developer Agreement by written notice to the Agency. In addition, at Developer's election, (i) the Term of this Master Developer Agreement may be extended pursuant to Section 7, and (ii) Developer shall have the right to challenge the new law, rule or regulation, preventing compliance with the terms of this Master Developer Agreement, and, in the event such challenge is successful, this Master Developer Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended by such challenge pursuant to Section 7.01.

ARTICLE VI

Section 6.01. Miscellaneous Covenants of the Agency and Developer/Amendment of Master Developer Agreement. This Master Developer Agreement may be amended from time to time by mutual written consent of the parties.

Section 6.02. Operating Memoranda. The parties acknowledge that the provisions of this Master Developer Agreement require a close degree of cooperation between and amongst the parties, and the refinements and future events may demonstrate that non-material changes are appropriate with respect to the detail of performance of the parties under this Master Developer Agreement. The parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance of the parties under this Master Developer Agreement. If and when, from time to time during the Term hereof, the parties find that such changes or adjustments are necessary or appropriate, such as the addition of a legal description for portions of the Northern Triangle Properties when such legal description are prepared, they shall effectuate such changes or adjustments through operating

memoranda reasonably approved by the parties which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary, with further approval by the parties. Any material changes in the parties' obligations shall require the approval of the Agency.

Section 6.03. Other Governmental Permits. Developer shall apply from time to time for other permits and approvals as may be required by other governmental or quasi-governmental agencies having jurisdiction over the Project in connection with the development of, or provision of services to, the Project. The Agency and the City shall fully cooperate with Developer in its efforts to expedite obtaining such permits and approvals in an efficient and timely manner, and provide any documents or certificates reasonably required to process and obtain such permits and approvals.

Section 6.04. Cooperation in the Event of Legal Challenge. If any legal or equitable action or other proceeding is brought by any party, governmental entity or official challenging the validity of any provision of this Master Developer Agreement,

the parties shall cooperate in defending such action or proceeding. If the parties cannot agree on such defense, then each party shall bear its own costs of such defense. In the event the Agency and Developer are unable to select mutually agreeable legal counsel to defend such action or proceeding, each party may select its own legal counsel at each party's expense.

ARTICLE VII

Section 7.01. Initial Term. Provided that Developer reasonably achieves those development events as set forth on attached Exhibit "D", Schedule of Performance, the term of the Master Developer Agreement shall be for twenty (20) years from the Effective Date (the "Term") subject to extension and earlier termination as set forth herein. In the event of an administrative appeal or judicial proceeding related to any term or provision of this Master Developer Agreement, the Term and any associated milestone requirement, as set forth on the attached Exhibit "D", Schedule of Performance, shall automatically be extended for a period equal to the period of time of such challenge.

Section 7.02. Termination and Default. In the event a DX Compliance Event occurs, or the Developer does not achieve the development events within the times set forth in Exhibit "D", the City, the Agency and/or the Authority, subject to the City's provision of notice of default and a six (6) month period during which Developer has the right to cure and/or the ability to enter into good faith negotiations with the City pursuant to the terms of this Master Developer Agreement, shall have the right to terminate this Master Developer Agreement in its entirety in which event the City, Agency and/or Authority, through a formal act, shall have no further obligations to Developer pursuant to this Agreement and this Master Developer Agreement shall be deemed null and void. Notwithstanding the above, should the Developer otherwise be in a material default under the terms of this Master Developer Agreement, then subject to the foregoing provisions, City shall provide Developer with written notice thereof and Developer shall have ninety (90) days from the date of such notice ("Notice Period") to substantially cure. In the event of Developer's failure to substantially cure within the Notice Period, then City shall have the right to terminate this Master Developer Agreement. For the purposes of this section, failure on the part of the parties to reach a consensus on any issue not

defined by or specifically required in this Master Developer Agreement or covered by the NT Specific Plan, including but not limited to specific design, development or technical issues, shall not constitute a material default.

Unless extended by mutual consent of the parties, any land, parcels, and/or properties under Ownership or Control of the Developer, as defined within Exhibit "D", at the time of a termination pursuant to this Section 7.02, shall be entitled to the benefits of this Master Developer Agreement for a period of one (1) year from the date of the said termination of this Master Developer Agreement.

Section 7.03. Extension Term. At the request of the Developer, the Term of the Master Developer Agreement may be extended for up to two (2) five (5) year periods (the "Extension Term"), with the consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. City agrees to give its consent should Developer comply with mutually agreed upon milestones reasonably expected to promote the development of the Project, to be reasonably agreed upon and set forth in the Development Agreement. During an Extension Term, the Project

entitlements shall also be extended to run throughout and during any Extension Term.

Section 7.04. Certain Obligations Non-Recourse. Notwithstanding anything to the contrary set forth herein, no elective or appointive board, commission, officer, agent or employee of the Agency, and no person who is, directly or indirectly, a partner, member, officer, director, shareholder, trustee, employee, beneficiary or agent of Developer, shall be personally liable with respect to any of the obligations of the Agency or Developer herein, and each party shall look solely to the assets of Developer or the Agency (as the case may be) and shall have no right of recourse against the assets of any such other person herein specified.

ARTICLE VIII

General Provisions

Section 8.01. Developer Covenants. 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 account of race, color, creed, religion, sex, marital

status, sexual preference, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Northern Triangle Properties, 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, sublessees or vendees of the Northern Triangle Properties. The foregoing covenants shall run with the land.

Section 8.02. Form of Nondiscrimination and Nonsegregation Clauses. Developer shall refrain from restricting the rental, sale or lease of the Northern Triangle Properties, or any portion thereof, 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 for 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 race, color, creed, religion, sex, marital status, sexual preference, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee 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, 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 race, color, creed, religion, sex, marital status, sexual preference, national origin or ancestry, 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, subtenants, sublessees 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 race, color, creed, religion, sex, marital status, sexual preference, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of

the premises, nor shall the transferee 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, subtenants, sublessees or vendees of the land."

To the extent required by law, Developer agrees that it will comply with any applicable Federal, State or local labor laws and statutes.

Section 8.03. Transfer of Agency Development Parcels. After first obtaining the written consent of the Agency, which may not be unreasonably withheld, delayed, or conditioned, Developer shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Master Developer Agreement or in the Agency Development Parcels to a third party who acquires an interest or estate in the Agency Development Parcels or any portion thereof. If all or any of the portion of the Agency Development Parcels is transferred by Developer to any person or entity, the transferee shall, to the extent relinquished by Developer, succeed to all of Developer's rights under this Master

Developer Agreement as they affect the right to proceed with development of that portion of the Agency Development Parcels transferred to the transferee (the "Transferred Development Parcels"), and, to the extent assigned by Developer, the transferee shall assume all obligations of Developer hereunder which relate to the Transferred Development Parcels. A transfer made in compliance with this Section of all or any part of the Agency Development Parcels to any other person or entity shall release Developer from its obligations hereunder, which relate to the Transferred Development Parcels.

Section 8.04. Severability. If any provision of this Master Developer Agreement or the application of any provision of this Master Developer Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity of unenforceability does not impair the application of this Master Developer Agreement as intended by the parties, the remaining provisions of this Master Developer Agreement, or the application of this Master Developer Agreement to other situations, shall continue in full force and effect.

Section 8.05. Permits and Approval Independent. All Permits and Approvals, and all land use entitlements or approvals generally which may be issued or granted by the Agency with respect to the Northern Triangle Properties, constitute independent actions and approvals by the Agency. If any provision of this Master Developer Agreement or the application of any provision of this Master Developer Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the Agency terminates this Master Developer Agreement for any reason, then such invalidity, unenforceability or termination of this Master Developer Agreement or any part hereof shall not affect the validity or effectiveness of any Permits and Approval or other land use approvals. In such cases, such approvals will remain in effect pursuant to their own terms, provisions, and conditions of approval.

Section 8.06. Further Actions. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Master Developer Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 8.07. Construction. This Master Developer Agreement has been reviewed and revised by legal counsel for both Developer and the Agency, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Master Developer Agreement.

Section 8.08. Notices. Any notice under this Master Developer Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to Developer: Inland Group, Inc.
3501 Jamboree Road, South Tower
Suite 606
Newport Beach, CA 92660
Attn: Buck Johns
(949) 856-2200
Fax: (949) 856-2313

DesertXpress Enterprises
6750 Via Austi Way, Suite 250
Las Vegas, NV 89119
Attn: Andrew Mack
(702) 491-7463
E-mail: amack@transmaxgroup.com

Transit Real Estate Development, LLC
6750 Via Austi Way, Suite 250
Las Vegas, NV 89119
Attn: Jeffery Kimmel
(702) 491-9038
E-mail: jbkimmel@transmaxgroup.com

With copy to:

Rosenfeld Roberson Johns & Durrant
6725 Via Austi Pkwy, Suite 200
Las Vegas, Nevada 89119
Attn: Efrem A. Rosenfeld, Esq.
(702) 386-8637
E-mail: erosenfeld@lawrosen.com

If to Agency:

Victorville Redevelopment Agency
14343 Civic Drive
Victorville, CA 92392
Attn: Keith Metzler
(760) 955-5032
Fax: (760) 269-0080

With a copy to:

Green, de Bortnowsky & Quintanilla, LLP
23801 Calabasas Road, Suite 1015
Calabasas, CA 91302-1595
Attn: Andre de Bortnowsky
(818) 704-0195
FAX: (818) 704-4729

If to
Rail Authority:

Southern California Logistics
Rail Authority
18374 Phantom Way
Victorville, CA 92394
Attn: Jon B. Roberts
(760) 243-1900
FAX: (760) 246-3108

If to the City: City of Victorville
14343 Civic Drive
Victorville, CA 92392
Attn: Jon B. Roberts
(760) 955-5029
Fax: (760) 269-0011

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) Business Day after deposit with the courier service, and if mailed, two (2) Business Days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified; provided that any verification that occurs after 7 p.m. (California time) on the following Business Day.

Section 8.09. Partnership or Joint Venture. Nothing in this Master Developer Agreement shall be construed to render the Agency in any way or for any purposes a partner, joint venture or associate in any relationship with Developer nor shall this Master Developer Agreement be construed to authorize either to act as the Agent for the other.

Section 8.10. Estoppel Certificate. Within ten (10) days following any written request which either party may make from

time to time, the other party to this Master Developer Agreement shall execute and deliver to the requesting party a statement certifying that: (a) this Master Developer Agreement is unmodified and in full force and effect; (b) there are no current uncured defaults under this Master Developer Agreement or specifying the dates and nature of any such default; and (c) any other reasonable information requested. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the party which fails to deliver such statement that this Master Developer Agreement is in full force and effect without modification.

Section 8.11. No Third Party Beneficiary. This Master Developer Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other party shall have any right of action based upon any provision of this Master Developer Agreement.

Section 8.12. Governing Law. This Master Developer Agreement shall be governed and construed in accordance with the laws of the State of California, and venue and jurisdiction of any

action arising out of or relating to this Master Developer Agreement shall lie in San Bernardino County.

Section 8.13. Entire Master Developer Agreement. This Master Developer Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Northern Triangle Properties, and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Master Developer Agreement.

Section 8.14. Dispute Costs. In the event any dispute between the parties with respect to this Master Developer Agreement result in litigation or other proceeding, the prevailing party shall be reimbursed by the party not prevailing in such proceeding for all reasonable costs and expenses, including, without limitation, reasonable attorneys' and experts' fees and costs incurred by the prevailing party in connection with such litigation or other proceeding and any appeal thereof. Such costs, expenses and fees shall be included in and made a part of the judgment recovered by the prevailing party, if any.

Section 8.15. Waiver. Neither the Agency's nor

Developer's waiver of the breach of any covenant under this Master Developer Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

Section 8.16. Non-Merger. The terms, conditions and provisions of this Master Developer Agreement shall not be deemed merged into any Deed, and shall survive Closing and continue in full force and effect.

Section 8.17. Business Day. A "Business Day" is a day which is not a Saturday, Sunday or legal holiday recognized by the Government of the United States of America. Furthermore, if any date upon which or by which action is required under this Master Developer Agreement is a Saturday, Sunday or legal holiday recognized by the Government of the United States of America, then the date for such action shall be extended to the first day that is after such date and is not a Saturday, Sunday or legal holiday recognized by the Government of the United States of America. In addition to the foregoing, if the date designated as the Closing Date is a Saturday, Sunday or legal holiday recognized by the state or other jurisdiction in which the Closing is to occur or in which

the Real Property is located, then the Closing Date shall be the first day that is after such date and is not a Saturday, Sunday or legal holiday recognized by the Government of the United States of America or such state or jurisdiction. Unless the term "Business Day" is used, all references in this Master Developer Agreement to days or other time periods shall mean calendar days or periods.

Section 8.18. Plurality and Gender. Wherever in this Master Developer Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

Section 8.19. Counterparts and Exhibits. This Master Developer Agreement is executed in four (4) counterparts, each of which is deemed to be an original. This Master Developer Agreement consists of sixty-seven (67) pages, and, in addition, six (6) exhibits which constitute the entire understanding and agreement of the parties to this Master Developer Agreement.

Section 8.20. Permitted Delays/Force Majeure. In addition to any other specific provisions of this Master Developer

Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time by reason of acts of God or civil commotion, riots, strikes, war, terrorism, picketing, or other labor disputes, shortage of materials or supplies, unanticipated conditions in the economy, damage to work in progress by reason of fire, floods, earthquake or other casualties, restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting Laws (including, without limitation, new or supplementary environmental regulations), any governmental actions or failure to act (except actions or failures to act by the City or the Agency if the City or the Agency is otherwise claiming a delay) litigation, acts or neglect of the other party, or any other cause beyond the reasonable control of a party. Each party shall promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the Agency have executed this MASTER DEVELOPER AGREEMENT as of the date first hereinabove written.

RAIL AUTHORITY
Southern California Logistics
Rail Authority

Terry E. Caldwell
Authority Chairman

ATTEST: Authority Secretary

By: Carla Bates

Approved as to Form:

By:
Rail Authority Counsel

CITY
City of Victorville

Terry E. Caldwell
Maydr

ATTEST: City Clerk

By: Carla Bates

Approved as to Form:

By:
City Attorney

AGENCY
Victorville Redevelopment Agency

Terry E. Caldwell
Chairman

ATTEST: Agency Secretary

By: Carla Bates

Approved as to Form:

By:
Agency Counsel

DEVELOPER

INLAND GROUP, INC.

By: _____
Title: President

By: _____
Title: Exec. Vice President

DESERTXPRESS ENTERPRISES, LLC

By: _____
Title: _____

By: _____
Title: _____

TRANSIT REAL ESTATE DEVELOPMENT, LLC

By: _____
Title: _____

By: _____
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of ORANGE)

On 4/2/07 (Date), before me, ANGELA M. RUSSICK NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared WILLIAM SOHNS & THOMAS M. BARKER (Name(s) of Signer(s))

☐ personally known to me

☑ provided 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.

ANGELA M. RUSSICK
Commission # 1409557
Notary Public — California
Orange County
My Comm. Expires Apr 6, 2007

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public Angela M. Russick

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Right Thumbprint of Signer

DEVELOPER

INLAND GROUP, INC.

By: _____
Title: _____

By: _____
Title: _____

DESERTXPRESS ENTERPRISES, LLC

By: Thomas L. Stone
Title: MANAGER

By: _____
Title: Manager

TRANSIT REAL ESTATE DEVELOPMENT, LLC

By: Elaine K. Nakagawa
Title: Manager

By: _____
Title: Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ~~California~~ Nevada)
) ss.
County of Clark)

On March 28 2007 (Date), before me, Jacquelin Ierien, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Thomas J Stone (Name(s) of Signer(s))

JACQUELIN IERIEN
Notary Public State of Nevada
No. 99-24817-1
My appt. exp. Dec. 19, 2010

☐ personally known to me

☒ provided 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Jacquelin Ierien
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Title or Type of Document: _____

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Capacity(ies) Claimed by Signer

Signer's Name: _____

Right Thumbprint of Signer

☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ~~California~~ Nevada)
) ss.
County of Clark)

On March 28 2007, before me, Jacquelin Ierien Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Andrew Mack
Name(s) of Signer(s)

☐ personally known to me

☐ provided 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.

JACQUELIN IERIEN
Notary Public State of Nevada
No. 99-24817-1
My appt. exp. Dec. 19, 2010

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Title or Type of Document: _____

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

Right Thumbprint of Signer

☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ~~California~~ Nevada)
) ss.
County of Clark)

On March 28, 2007 (Date) before me, Jacquelin Ierien, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Ebbie K. Nakhjavani (Name(s) of Signer(s))

☐ personally known to me

☒ provided 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.

JACQUELIN IERIEN
Notary Public State of Nevada
No. 99-24817-1
My appt. exp. Dec. 19, 2010

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer - Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Right Thumbprint of Signer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ~~California~~ Nevada)
) ss.
County of Clark)

On March 28 2007 (Date), before me, Jacquelin Ierien Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Jeffrey Kimmel (Name(s) of Signer(s))

☐ personally known to me

☑ provided 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.

JACQUELIN IERIEN
Notary Public State of Nevada
No. 99-24817-1
My appt. exp. Dec. 19, 2010

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Right Thumbprint of Signer

EXHIBIT "A"

DESCRIPTION OF NORTHERN TRIANGLE PROPERTIES

Exhibit A

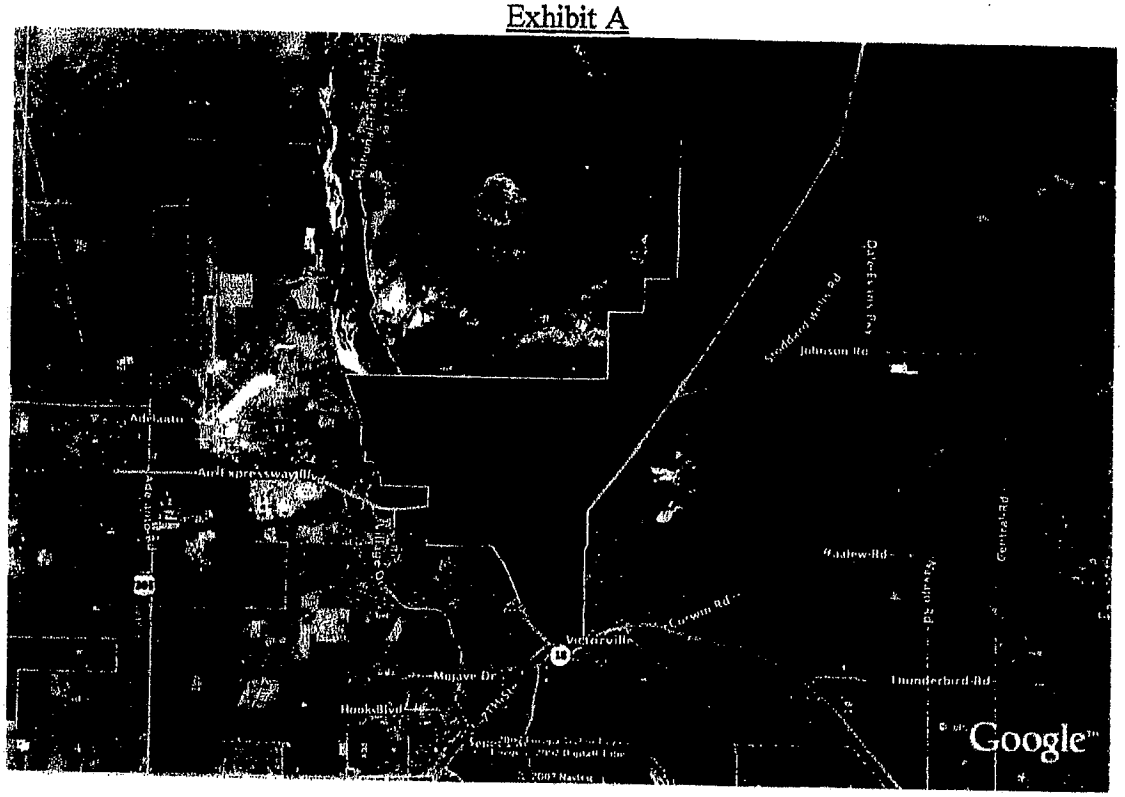
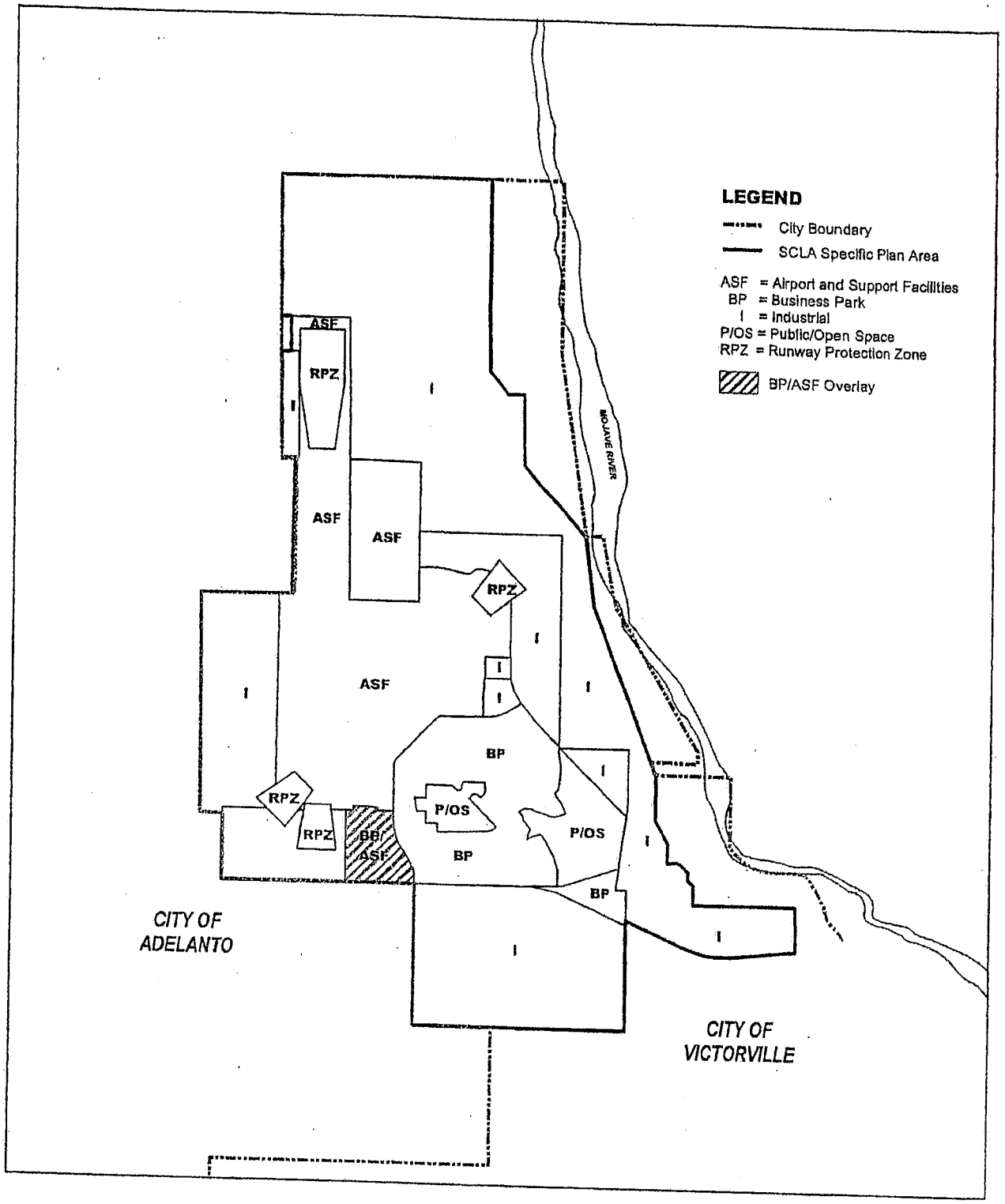

Adelanto
Air Expressway Blvd
Johnson Rd
Stoddard Wells Rd
Dale Evans Pkwy
Baalew Rd
Central Rd
Curwin Rd
Victorville
Mojave Dr
Hook Blvd
Thunderbird Rd
Google

EXHIBIT "B"

DESCRIPTION OF SPHERE OF INFLUENCE LAND



1 INCH = 5,000 FEET

SCLA LAND USE PLAN

RBF CONSULTING — PLANNING ■ DESIGN ■ CONSTRUCTION

M:\mdata\10102108\gis\arcinfo\exhibit08_scla land use plan.mxd February 27, 2004

EXHIBIT 8

EXHIBIT "C"

DX DEVELOPMENT MILESTONES

The following five (5) milestones are hereby required under this Master Developer Agreement and shall occur during a range of time that will end no later than the listed Milestone Date:

DX MILESTONE	TARGET DATE	DX MILESTONE DATE
Draft Environmental Impact Statement (EIS) Issued by appropriate Governmental Agency	September 2007	March 2010
Final EIS Issued by appropriate Governmental Agency	February 2008	August 2010
Receipt of Certified Record of Decision from the Federal Surface Transportation Board permitting the construction and operation of the DX Project ("Vested Right to Build")	December 2008	November 2011
Commencement of Construction Process	January 2009	January 2012
Commencement of Commercial Operations	December 2012	December 2015

For purposes of this Exhibit C, the following is applicable:

1. The parties agree to cooperate in the extensive effort required to secure the approvals and permits, necessary to obtain the Vested Right to Build. In this regard, Developer shall present regular DX status reports to City ("Status Reports"), which shall include updated information describing progress toward completion of the DX Development Milestones. City shall work and cooperate with Developer to implement the DX project in as timely a manner as possible.

2. It is the intent of this Agreement that the Developer shall use due diligence and take all reasonable actions to achieve the aforementioned DX Milestones. In the event of a delay of a Governmental Agency action, or the filing of an administrative appeal, or judicial proceeding related to any term or provision of this Master Developer Agreement which is not the result of a failure of Developer or Affiliates to exercise due diligence, any of the above DX Milestone Dates shall automatically be extended for a period equaled to the period of time of such delay or challenge.

3. City shall use good faith efforts to assist and support Developer or Affiliates (as defined in Exhibit "D") in resolving any issues that are identified in a Status Report which may potentially lengthen the ability of the Developer to achieve any of the above DX Milestones.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

1. Developer's Ownership or Control (as hereinafter defined) of six hundred (600) acres of land within the Northern Triangle Properties on or before twelve (12) months following Formal Adoption (as hereinafter defined) of the Specific Plan and the Environmental Impact Report ("EIR") for the same by the City.

2. Developer's Ownership or Control of an aggregate of one thousand (1,000) acres of land within the Northern Triangle Properties on or before twenty-four (24) months following Formal Adoption of the Specific Plan and EIR by the City.

3. Developer's Ownership or Control of an aggregate of one thousand two hundred (1,200) acres of land within the Northern Triangle Properties on or before thirty-six (36) months following Formal Adoption of the Specific Plan and EIR by the City.

4. Developer's Ownership or Control of an aggregate of one thousand five hundred (1,500) acres of land within the Northern Triangle Properties on or before forty-eight (48) months following Formal Adoption of the Specific Plan and EIR by the City.

5. Developer's Ownership or Control of an aggregate of one thousand eight hundred (1,800) acres of land within the Northern Triangle Properties on or before sixty (60) months following Formal Adoption of the Specific Plan and EIR by the City.

6. On or before seventy-two (72) months following Formal Adoption of the Specific Plan and EIR by the City, with respect to Land under Developer's Ownership or Control, there shall have been (since the date of the Developer Agreement) Development of Improvements for an aggregate total of one million two hundred fifty thousand (1,250,000) square feet of building space (in any category of development including, but not limited to, residential, office, industrial, light industrial, retail or commercial). For purposes of this Exhibit D the term "Development of Improvements" shall be deemed to have occurred for a particular building upon (i) issuance by the City of all permits and approvals necessary to commence construction of such building, and (ii) commencement of improvements for such building.

For purposes of this Exhibit D, Developer shall be deemed to have "Ownership or Control" of land when: (i) such land either presently or in the past shall have been owned by Developer in fee (or an Affiliate of Developer); or (ii) such land either presently or in the past shall have been owned in fee by a limited-liability company (or other business entity) to which Developer (or an Affiliate of Developer) shall have been a member or other equity holder; or (iii) such land either presently or in the past shall have been leased by Developer (or an Affiliate of Developer); or (iv) such land is presently subject to an option or other reservation granting Developer the right to (A) acquire such land in fee, or (B) to acquire such land by lease, or (C) develop or improve such land; or (v) such land is presently subject to a joint venture agreement to which Developer (or an Affiliate of Developer) is a party for the development of the land (or similar type of agreement); or (vi) such land is presently subject to a right or reservation in favor of Developer (or an Affiliate of Developer) the practical effect being that Developer (or an Affiliate of Developer) shall have a right to control development on such land or shall receive a financial remuneration as a result of the development of such land. For purposes of this Exhibit D, the term "Affiliate" shall mean an entity which is controlled by, controls, or is under common control with Developer. The term "control" or "controlled" as used above shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of, or more than fifty percent (50%) of the voting interest in, any entity. For purposes of this Exhibit D, "Formal Adoption of the Specific Plan and EIR" shall be deemed to have occurred on the date one (1) day following expiration of any period for administrative appeal or court challenge to adoption by __[the City/entity that will be responsible for adopting the Specific Plan and the EIR]__ of the Specific Plan and the EIR.

Following issuance of a Certified Record of Decision by the Service Transportation Board permitting the construction of the DesertXpress High Speed Train project with its southern California terminus in Victorville the term of the Master Developer Agreement shall remain in effect for the full Term of the Agreement as set forth in Article VII (including any extensions thereof in accordance with the provisions of the Agreement), notwithstanding the fact that no other milestone set forth in this Exhibit D is achieved.

EXHIBIT "E"

FISCAL CONSULTANT REPORT

Southern California Logistics Airport Authority

Fiscal Consultant Report

Fiscal Year 2006-07

October 25, 2006

Southern California Logistics Airport Authority
18374 Readiness Street
Victorville, California 92394

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Southern California Logistics Airport Authority

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Introduction

This Fiscal Consultant Report ("Report") has been prepared at the request of the Southern California Logistics Airport Authority ("SCLA"). It is our understanding that SCLA will employ this Report to substantiate available tax increment and certain other revenue generated within the Victor Valley Redevelopment Project Area ("Project Area"). The revenue is to fund debt service for SCLA's proposed Tax Allocation Bonds ("Bonds").

SCLA is a joint powers authority comprised of the Victorville Redevelopment Agency and the City of Victorville. It is successor in interest to the Victorville Valley Economic Development Authority ("VVEDA") with respect to all of the rights and obligations associated with the development of the properties comprising former George Air Force Base.

The following tables have been incorporated into this Report:

Table 1:	Redevelopment Plan Limits
Table 2:	Base Year Valuation
Tables 3A-B:	Historic Assessed Valuation and Tax Increment Receipts
Tables 4a-i:	Assessed Valuation by Land Use
Tables 5a-h:	Increases in Assessed Value due to Resales
Table 6:	New Development
Table 7:	Assessment Appeals
Table 8:	Summary of Agreement Terms
Tables 9a-g:	Top Ten Taxpayers
Tables 10A-I:	Tax Increment Revenue Projections

Projected assessed values and tax increment revenues presented in this Report are based upon the following assumptions:

1. Historical growth trends;

2. Trended growth in valuation as permitted by Article XIIIA of the California Constitution ("Proposition 13"), and;

3. Assessment and apportionment procedures of the County of San Bernardino ("County").

All tax increment revenue projections have been conservatively estimated to reduce the possibility of overstating future tax increment revenue.

Background

Creation of Victor Valley Economic Development Authority

On January 5, 1989, The Secretary of Defense announced the planned closure of George Air Force Base, California (the "Base"), pursuant to the Base Closure and Realignment Act (Public Law 100-526). The Base subsequently closed December 15, 1992.

Concerned about the potential negative economic impacts of the impending closure, elected officials of the County of San Bernardino, the Cities of Adelanto, Hesperia and Victorville, and the Town of Apple Valley held a series of organizational meetings and established a joint powers authority, the Victor Valley Economic Development Authority, to set in motion a joint reuse planning effort. An agreement was finalized in October 1989 to which the County of San Bernardino, the City of Hesperia, the City of Victorville and the Town of Apple Valley became signatories (the "Member Jurisdictions" or "Participating Jurisdictions"). The City of Adelanto elected not to participate in the joint reuse planning effort at that time although they have subsequently joined.

In recognition of the impact that closure of the Base would have on the surrounding communities, the California State Legislature passed, and the Governor signed, Assembly Bill 419 in September 1989 ("Eaves Bill"). This legislation amended the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.; hereinafter also referred to as "Redevelopment Law" or "CRL") and granted special authority to permit the redevelopment of George Air Force Base and other lands "in proximity to" the military facility.

Among the special provisions of the amending legislation was the granting of authority to create a joint powers agency "which shall have and exclusively exercise powers of an agency in furtherance of the redevelopment of a project area approved by the joint powers agency" (Section 33492.40(b) formerly Health and Safety Code 33020.5). Subsequently, VVEDA amended its operating agreement to reflect its recognition of and adoption of the provisions of the Eaves Bill and re-established itself as a separate joint powers agency, retaining the same member jurisdictions.

The Victor Valley Economic Development Authority was formed pursuant to Government Code Section 6500 et seq., and authorized by Section 33492.40(b) of the CRL to secure a redevelopment project for the properties within, immediately adjacent to or in proximity to the former George Air Force Base. VVEDA's purpose is to plan for the use and reuse of the Base and to acquire, own, maintain and operate it as a commercial and general aviation airport. The reuse of the Air Base for civil aviation and non-aviation uses is essential to the region's retention of jobs and its future economic stability and growth.

Redevelopment Plan and Amendments

VVEDA adopted the initial Redevelopment Plan for the 1993 Victor Valley Redevelopment Project on December 28, 1993 by Ordinance No. 2. Ordinance No. 4 first amended the Redevelopment Plan on December 28, 1994. Amendment No. 1 allowed VVEDA to collect tax increment revenues for up to forty-five years following the Redevelopment Plan's adoption date. Ordinance No. 5 amended the Plan for the second time on June 11, 1997. Amendment No. 2 implemented special legislation, which was subsequently updated by new special legislation changing the base year to fiscal year 1997-98. The 1998 Amendment No. 3 to the Redevelopment Plan amended the Plan on April 22, 1998 by Ordinance No. 7 and allowed for the power of eminent domain in certain primarily nonresidential areas in the Project Area within portions of the San Bernardino County unincorporated territory and portions of the Town of Apple Valley.

Amendment No. 4 became effective July 12, 2000. This amendment added approximately 15,705 acres (excluding public rights-of-way) in the Cities of Adelanto and Victorville and the County of San Bernardino to the original 44,813 acres for a total of 60,518 acres.

Amendment No. 5 became effective on December 23, 2003, by Ordinance No. 9. Amendment No. 5 expanded the authority for VVEDA to acquire property through the power of eminent domain within certain portions of the unincorporated San Bernardino territory.

Amendment No. 6 became effective on June 23, 2004, by Ordinance No. 10. Amendment No. 6 made certain changes to the text of the Plan which allowed for deferral of VVEDA's deposit of housing set-aside funds pursuant to section 33492.40(e)(2) of the CRL for a specific period not to exceed five (5) years in order to use such funds to facilitate the expeditious funding of much needed infrastructure projects and other general redevelopment activities. The Distribution of Tax Increment section later in this report discusses the effects of Amendment No. 6 on tax increment revenue in greater detail.

Amendment No. 7 became effective on June 8, 2005, by Ordinance No. 11. Amendment No. 7 amended section 539 of the Plan to address the manner in which Amendment No. 6 may be most effectively implemented.

Redevelopment Plan Limitations

Amendment No. 4 also established the new plan limits pursuant to Redevelopment Law. The time limitations presented by Table 1 relate to VVEDA's ability to incur debt, undertake Plan activities, and collect tax increment revenues. CRL Section 33492.40(d) allowed VVEDA to make a determination that the institution of a bond limit and tax increment limit would make it impractical to achieve successful reuse of the Base and redevelopment of the Project Area. For this reason, there is no limit on the amount of bonded indebtedness, or on the amount of tax increment that may be received.

TABLE 1

REDEVELOPMENT PLAN LIMITS

Category	Years	Date
TIME LIMITS		
Incur Debt	20 years	July 12, 2020
Plan Effectiveness	30 years	July 12, 2030
Increment Collection	45 years	July 12, 2045
FINANCIAL LIMITS		
Bond Indebtedness	No Limit	
Tax Increment	No Limit	

The Agency has the option to extend the time limits present above by one year as allowed by SB 1045. The Agency does not qualify for any time limit extension allowed by SB 1096.

General Assumptions in the Revenue Projections

Assessed Valuation

The Redevelopment Plan for the Project Area provides that VVEDA may collect tax increment to finance project implementation. Tax increment revenue is generated from increases in the current year total assessed

value above the base year value. Table 2 presents a summary of the Base Year Value provided by the County Auditor-Controller (as of 9/05) broken out by each Member Jurisdiction's share.

TABLE 2

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

Base Year Values

Member Jurisdiction	
Victorville	$1,166,037,800
SCLAA	7,854,300
SUBTOTAL	1,173,892,100
Hesperia	122,199,200
Apple Valley	436,031,300
San Bernardino County	51,724,800
TOTAL 1993 PROJECT AREA BASE YEAR (1997-98)	1,783,847,400
Amendment Area No. 4	24,956,800
TOTAL PROJECT AREA BASE YEAR	$1,808,804,200

In August of each year, the County Auditor-Controller provides a report for the Project Area that delineates the current year and base year values. The current year (fiscal year 2006-07) total assessed value for the Project Area is $4,559,643,957 of which tax increment revenue is generated from the incremental assessed value in excess of the Project Area's base year value of $1,808,804,200.

Table 3 presents historical assessed values and actual tax increment receipts for fiscal years 2002-03 through 2006-07.

TABLE 3A

VICTOR VALLEY REDEVELOPMENT PROJECT AREA
HISTORICAL ASSESSED VALUATION AND TAX INCREMENT RECEIPTS

	2002-03			% Growth	2003-04			% Growth	2004-05			% Growth
	Original Area	4th Amend Area	Combined	Orig Area	Original Area	4th Amend Area	Combined	Orig Area	Original Area	4th Amend Area	Combined	Orig Area
Assessed Valuations												
Local Secured	1,873,929,605	22,230,116	1,896,159,721		2,055,794,914	22,622,881	2,088,417,795		2,476,054,100	23,588,100	2,499,642,200	
Secured Utility	2,634,592	-	2,634,592		475,685,108	-	475,685,108		488,900,000	-	488,900,000	
Unsecured	264,618,020	27,957	264,645,977		100,439,171	34,178	100,473,349		105,982,100	31,400	106,013,500	
	2,141,182,217	22,258,073	2,163,440,290	23%	2,641,919,193	22,657,059	2,664,576,252	16%	3,070,936,200	23,619,500	3,094,555,700	18%
1997-98 Base Year	(1,783,847,892)	(24,956,814)	(1,808,804,706)		(1,783,847,892)	(24,956,814)	(1,808,804,706)		(1,783,847,400)	(23,619,400)	(1,807,466,800)	
(Per Original & Annual A/C Reports)												
Incremental Value	357,334,325	(2,698,741)	354,635,584		858,071,301	(2,299,755)	855,771,546		1,287,088,800	100	1,287,088,900	
Est Increment @1% [1]	3,573,343	-	3,546,356		8,580,741	-	8,580,741		12,870,888	-	12,870,889	
Actual Allocation Per County A/C [2]	2,597,828	-	2,597,828		8,325,051	-	8,325,051		12,856,500	-	12,856,500	
Actual Revenue Received	3,139,285	-	3,139,285		8,302,611	-	8,302,611		15,021,532	-	15,021,532	
Distribution of Revenue Received												
Member Jurisdictions		% of Total				% of Total				% of Total		
Low Mod Housing Fund	627,857	8%			1,660,522	20%			3,004,307	20%		
SCLA	974,781	12%			3,243,690	39%			5,230,048	35%		
Victorville	260,010	3%			505,568	6%			1,273,578	8%		
Apple Valley	108,648	1%			195,344	2%			426,144	3%		
Hesperia	50,675	1%			74,884	1%			127,483	1%		
County	44,855	1%			43,716	1%			58,742	0%		
Prior Contribution Fund	232,353	3%			412,412	5%			949,310	6%		
	2,299,190				6,136,135				11,070,612			
Pass Throughs to Affected Districts	840,095	27%			2,166,476	26%			3,950,921	26%		
	3,139,285	54%			8,302,611	100%			15,021,532	100%		

	2005-06			% Growth	2006-07		
	Original Area	4th Amend Area	Combined	Orig Area	Original Area	4th Amend Area	Combined
Assessed Valuations							
Local Secured	3,029,148,200	32,133,400	3,061,281,600		3,997,274,334	56,424,680	4,053,698,914
Secured Utility	482,300,000	-	482,300,000		470,500,000	-	470,500,000
Unsecured	115,385,900	29,100	115,415,000		135,051,672	41,357	135,093,029
	3,626,834,100	32,162,500	3,658,996,600	27%	4,602,926,006	56,465,937	4,659,391,943
1997-98 Base Year	(1,783,847,400)	(24,956,800)	(1,808,804,200)		(1,783,847,400)	(24,956,800)	(1,808,804,200)
(Per Original & Annual A/C Reports)							
Incremental Value	1,842,986,700	7,205,700	1,850,192,400		2,819,078,606	31,509,137	2,850,587,743
Est Increment @1% [1]	18,429,867	-	18,501,924		28,190,786	-	28,505,877
Actual Allocation Per County A/C [2]	18,996,347	-	18,996,347				
Actual Revenue Received	23,661,908	-	23,661,908				
Distribution of Revenue Received							
Member Jurisdictions		% of Total					
Low Mod Housing Fund	4,732,382	20%					
SCLA	6,335,165	27%					
Victorville	2,212,817	9%			Not Available		
Apple Valley	696,570	3%					
Hesperia	180,245	1%					
County	61,090	0%					
Adelanto	26,653	0%					
Prior Contribution Fund	2,484,835	11%					
	16,739,757						
Pass Throughs to Affected Districts	6,922,151	29%					
	23,661,908	100%					

[1] "Est Increment @ 1%" is based on incremental value for the entire Project Area presented on the San Bernardino County Auditor-Controller annual report "PI163 Agency Net Valuations Report.

[2] Each year, San Bernardino County issues report "PI715R01 Redevelopment Agency Percentages for Tax Charge Year" showing the tax increment for each Tax Rate Area. The "Actual Allocation Per County A/C" shows the VVEDA Project Area tax increment based on this report. The actual revenue received by the VVEDA Agencies is based on this report rather than report PI163. The County indicates that the difference in these two reports is related to corrections made to the tax roll during the fiscal year.

Table 3B presents the historic assessed value for the Victorville and SCLA portions of the Project Area.

TABLE 3B
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
HISTORICAL ASSESSED VALUATION - VICTORVILLE AND SCLA SUBAREAS

	2002-03	2003-04	2004-05	2005-06	2006-07
Victorville					
Total	1,268,321,600	1,399,618,600	1,688,509,500	2,101,436,000	2,858,551,477
Base Year	1,166,037,800	1,166,037,800	1,166,037,800	1,166,037,800	1,166,037,800
Increment	102,283,800	233,580,800	522,471,700	935,398,200	1,692,513,677
SCLA					
Total	84,673,600	454,585,600	531,774,400	524,995,300	520,210,897
Base Year	7,854,300	7,854,300	7,854,300	7,854,300	7,854,300
Increment	76,819,300	446,731,300	523,920,100	517,141,000	512,356,597

Assessed Valuation by Land Use Category

Tables 4a-i present the secured value by land use for the entire Project Area as well as for each member jurisdiction.

TABLE 4a
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
ASSESSED VALUE BY LAND USE - COMBINED

Land Use Category	Secured Value	%
Commercial	$309,462,241	6.79%
Industrial	664,508,559	14.57%
Residential	2,888,887,021	63.36%
Vacant	546,577,463	11.99%
Public	12,858,979	0.28%
Professional	122,784,197	2.69%
Miscellaneous	14,565,497	0.32%
Total Project Area	$4,559,643,957	100.00%

TABLE 4b
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
ASSESSED VALUE BY LAND USE - VICTORVILLE

Land Use Category	Secured Value	%
Commercial	$241,834,919	8.67%
Industrial	79,457,851	2.85%
Residential	2,030,331,668	72.83%
Vacant	346,015,315	12.41%
Public	10,212,768	0.37%
Professional	71,734,553	2.57%
Miscellaneous	8,171,396	0.29%
Total Project Area	$2,787,758,470	100.00%

TABLE 4c
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
ASSESSED VALUE BY LAND USE - SCLA

Land Use Category	Secured Value	%
Commercial	$10,819,398	2.13%
Industrial	496,972,486	97.84%
Miscellaneous	174,440	0.03%
Total Project Area	$507,966,324	100.00%

TABLE 4d
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
ASSESSED VALUE BY LAND USE - VICTORVILLE AMENDMENT IV

Land Use Category	Secured Value	%
Residential	$456,711	13.57%
Vacant	2,908,101	86.43%
Total Project Area	$3,364,812	100.00%

TABLE 4e
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
ASSESSED VALUE BY LAND USE - COUNTY

Land Use Category	Secured Value	%
Commercial	$670,495	0.87%
Industrial	51,430,333	66.97%
Residential	13,643,879	17.77%
Vacant	10,882,503	14.17%
Public	129,506	0.17%
Miscellaneous	39,363	0.05%
Total Project Area	$76,796,079	100.00%

TABLE 4f
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
ASSESSED VALUE BY LAND USE - COUNTY AMENDMENT IV

Land Use Category	Secured Value	%
Residential	$1,418,183	9.48%
Vacant	13,538,121	90.52%
Total Project Area	$14,956,304	100.00%

TABLE 4g
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
ASSESSED VALUE BY LAND USE - APPLE VALLEY

Land Use Category	Secured Value	%
Commercial	$55,138,780	6.26%
Industrial	32,967,665	3.74%
Residential	602,860,796	68.47%
Vacant	130,283,629	14.80%
Public	2,139,143	0.24%
Professional	51,049,644	5.80%
Miscellaneous	6,072,196	0.69%
Total Project Area	$880,511,853	100.00%

TABLE 4h
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
ASSESSED VALUE BY LAND USE - HESPERIA

Land Use Category	Secured Value	%
Commercial	$738,549	0.30%
Industrial	3,050,093	1.22%
Residential	239,457,259	95.80%
Vacant	6,352,391	2.54%
Public	353,306	0.14%
Total Project Area	$249,951,598	100.00%

TABLE 4i
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
ASSESSED VALUE BY LAND USE - ADELANTO AMENDMENT IV

Land Use Category	Secured Value	%
Commercial	$260,100	0.68%
Industrial	630,131	1.64%
Residential	718,525	1.87%
Vacant	36,597,403	95.46%
Public	24,256	0.06%
Miscellaneous	108,102	0.28%
Total Project Area	$38,338,517	100.00%

Source: San Bernardino County Assessor, MetroScan.

The above tables show that more than half of the secured valuation in the Project Area as well as the Victorville portion is residential property. For the area under SCLA's jurisdiction, the vast majority of the assessed value is industrial property with commercial property being the only other significant category.

Growth Assumptions

The following assumptions have been made in the tax increment projections related to the secured roll, unsecured roll, unitary utility, and new development:

a. Secured Roll. The projections assume a 2% annual increase in the secured assessed valuation, which is the maximum annual increase permitted by Proposition 13. Since its passage in 1976, there have been five occurrences when the inflationary adjustment was less than 2%. This occurred once in the early 1980s, and in fiscal years 1995-96, 1996-97, 1999-00, and 2004-05; for the latter fiscal years, actual increases imposed by Proposition 13 were 1.19%, 1.11%, 1.85%, and 1.87%, respectively. However, since real estate values have stabilized, the projections assume a 2% inflationary growth.

b. Unsecured Roll. Unsecured values are not subject to inflationary increases and are instead carried at actual value. Although the growth of unsecured valuations will continue to vary from one year to the next, a 2% increase in unsecured valuations has been assumed in the entire Project Area over projection period.

c. Utility Roll. The secured utility roll is also assumed to increase at a 2% annual rate.

d. Changes in Ownership. Property sales that occurred in the Project Area between January 1, 2006 and September 30, 2006 will be reflected in the 2007-08 assessed values. Tables 5a-h show the increase in assessed value due to resales.

e. New Development. New development that occurred in the Project Area between January 1, 2006 and September 30, 2006 will be reflected in the 2007-08 assessed values. Table 6 shows the projected new development in the Victorville portion of the Project Area.

Increase in Assessed Value Due to Resales

The following tables 5a-h show the increase in Assessed Value due to resales that occurred in 2006.

TABLE 5a
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
INCREASES IN ASSED VALUE DUE TO RESALES - COMBINED

Month	Properties Sold	Cumulative Sales Value	Cumulative Presale Value	Increase / (Decrease)	Percentage
January-06	167	$51,849,318	$26,346,716	$25,502,602	96.80%
February-06	154	49,003,273	22,488,187	26,515,086	117.91%
March-06	261	82,040,600	29,072,579	52,968,021	182.19%
April-06	241	83,224,909	29,551,314	53,673,595	181.63%
May-06	248	86,373,350	29,780,939	56,592,411	190.03%
June-06	263	86,287,500	28,496,585	57,790,915	202.80%
July-06	211	67,219,872	27,879,566	39,340,306	141.11%
August-06	194	61,465,049	26,874,670	34,590,379	128.71%
September-06	121	37,176,446	14,560,267	22,616,179	155.33%
	1860	$604,640,317	$235,050,823	$369,589,494	157.24%

Projected increase in 2007-08 Secured Values due to Sales:	$369,589,494
Total Project Area 2006-07 Value:	$4,659,391,943
Percentage increase in 2007-08 Values due to Sales:	7.93%

TABLE 5b
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
INCREASES IN ASSED VALUE DUE TO RESALES - VICTORVILLE

Month	Properties Sold	Cumulative Sales Value	Cumulative Presale Value	Increase / (Decrease)	Percentage
January-06	122	$39,902,818	$20,157,263	$19,745,555	97.96%
February-06	115	38,445,273	15,858,229	22,587,044	142.43%
March-06	210	67,882,100	21,881,708	46,000,392	210.22%
April-06	188	68,594,500	21,722,017	46,872,483	215.78%
May-06	191	68,562,200	21,361,728	47,200,472	220.96%
June-06	196	64,433,000	19,193,638	45,239,362	235.70%
July-06	162	50,899,000	18,042,720	32,856,280	182.10%
August-06	148	47,336,549	19,488,627	27,847,922	142.89%
September-06	88	29,450,509	10,649,042	18,801,467	176.56%
	1420	$475,505,949	$168,354,972	$307,150,977	182.44%

Projected increase in 2007-08 Secured Values due to Sales:	$307,150,977
Total Subarea 2006-07 Value:	$2,858,551,477
Percentage increase in 2007-08 Values due to Sales:	10.74%

TABLE 5c

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

INCREASES IN ASSED VALUE DUE TO RESALES - VICTORVILLE ADDED AREA

Month	Properties Sold	Cumulative Sales Value	Cumulative Presale Value	Increase / (Decrease)	Percentage
January-06	1	$34,500	$3,250	$31,250	961.54%
February-06	1	88,000	5,034	82,966	1648.11%
March-06	1	15,000	1,337	13,663	1021.91%
April-06	1	175,000	26,520	148,480	559.88%
May-06	0	0	0	0	0.00%
June-06	1	280,000	40,386	239,614	593.31%
July-06	0	0	0	0	0.00%
August-06	0	0	0	0	0.00%
September-06	0	0	0	0	0.00%
	5	$592,500	$76,527	$515,973	674.24%

Projected increase in 2007-08 Secured Values due to Sales:	$515,973
Total Subarea 2006-07 Value:	$3,268,194
Percentage increase in 2007-08 Values due to Sales:	15.79%

TABLE 5d

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

INCREASES IN ASSED VALUE DUE TO RESALES - SAN BERNARDINO COUNTY

Month	Properties Sold	Cumulative Sales Value	Cumulative Presale Value	Increase / (Decrease)	Percentage
January-06	5	$2,556,000	$281,767	$2,274,233	807.13%
February-06	2	205,000	40,737	164,263	403.23%
March-06	1	206,000	80,110	125,890	157.15%
April-06	2	235,000	27,575	207,425	752.22%
May-06	2	157,650	185,427	-27,777	-14.98%
June-06	3	208,000	81,411	126,589	155.49%
July-06	3	436,144	208,805	227,339	108.88%
August-06	2	475,000	46,048	428,952	931.53%
September-06	1	10,000	1,369	8,631	630.46%
	21	$4,488,794	$953,249	$3,535,545	370.89%

Projected increase in 2007-08 Secured Values due to Sales:	$3,535,545
Total Subarea 2006-07 Value:	$79,759,991
Percentage increase in 2007-08 Values due to Sales:	4.43%

TABLE 5e

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

INCREASES IN ASSED VALUE DUE TO RESALES - COUNTY ADDED AREA

Month	Properties Sold	Cumulative Sales Value	Cumulative Presale Value	Increase / (Decrease)	Percentage
January-06	5	$480,500	$110,098	$370,402	336.43%
February-06	3	150,000	44,219	105,781	239.22%
March-06	2	255,000	193,759	61,241	31.61%
April-06	7	431,091	236,932	194,159	81.95%
May-06	2	308,000	104,112	203,888	195.84%
June-06	4	1,184,000	111,204	1,072,796	964.71%
July-06	1	98,732	75,715	23,017	30.40%
August-06	2	497,000	69,570	427,430	614.39%
September-06	2	85,000	7,901	77,099	975.81%
	28	$3,489,323	$953,510	$2,535,813	265.95%

Projected increase in 2007-08 Secured Values due to Sales:	$2,535,813
Total Subarea 2006-07 Value:	$14,956,304
Percentage increase in 2007-08 Values due to Sales:	16.95%

TABLE 5f

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

INCREASES IN ASSED VALUE DUE TO RESALES - APPLE VALLEY

Month	Properties Sold	Cumulative Sales Value	Cumulative Presale Value	Increase / (Decrease)	Percentage
January-06	21	$5,691,000	$4,432,489	$1,258,511	28.39%
February-06	22	7,621,000	5,420,439	2,200,561	40.60%
March-06	31	10,438,500	5,320,611	5,117,889	96.19%
April-06	22	7,468,318	3,998,638	3,469,680	86.77%
May-06	35	12,470,500	6,150,830	6,319,670	102.74%
June-06	38	14,064,000	5,942,525	8,121,475	136.67%
July-06	27	10,626,500	7,324,531	3,301,969	45.08%
August-06	22	8,552,500	5,114,720	3,437,780	67.21%
September-06	20	5,711,937	3,212,081	2,499,856	77.83%
	238	$82,644,255	$46,916,864	$35,727,391	76.15%

Projected increase in 2007-08 Secured Values due to Sales:	$35,727,391
Total Subarea 2006-07 Value:	$895,985,936
Percentage increase in 2007-08 Values due to Sales:	3.99%

TABLE 5g

VICTOR VALLEY REDEVELOPMENT PROJECT AREA
INCREASES IN ASSED VALUE DUE TO RESALES - HESPERIA

Month	Properties Sold	Cumulative Sales Value	Cumulative Presale Value	Increase / (Decrease)	Percentage
January-06	9	$2,464,500	$1,305,045	$1,159,455	88.84%
February-06	8	2,369,500	1,089,940	1,279,560	117.40%
March-06	11	3,073,500	1,554,258	1,519,242	97.75%
April-06	19	6,293,000	3,517,997	2,775,003	78.88%
May-06	15	4,470,000	1,888,589	2,581,411	136.68%
June-06	17	5,790,500	3,089,560	2,700,940	87.42%
July-06	13	4,079,741	2,025,818	2,053,923	101.39%
August-06	17	4,371,000	2,131,639	2,239,361	105.05%
September-06	5	1,540,000	579,056	960,944	165.95%
	114	$34,451,741	$17,181,902	$17,269,839	100.51%

Projected increase in 2007-08 Secured Values due to Sales:	$17,269,839
Total Subarea 2006-07 Value:	$248,417,705
Percentage increase in 2007-08 Values due to Sales:	6.95%

TABLE 5h

VICTOR VALLEY REDEVELOPMENT PROJECT AREA
INCREASES IN ASSED VALUE DUE TO RESALES - ADELANTO

Month	Properties Sold	Cumulative Sales Value	Cumulative Presale Value	Increase / (Decrease)	Percentage
January-06	4	$720,000	$56,804	$663,196	1167.52%
February-06	3	124,500	29,589	94,911	320.76%
March-06	5	170,500	40,796	129,704	317.93%
April-06	2	28,000	21,635	6,365	29.42%
May-06	3	405,000	90,253	314,747	348.74%
June-06	4	328,000	37,861	290,139	766.33%
July-06	5	1,079,755	201,977	877,778	434.59%
August-06	3	233,000	24,066	208,934	868.17%
September-06	5	379,000	110,818	268,182	242.00%
	34	$3,467,755	$613,799	$2,853,956	464.97%

Projected increase in 2007-08 Secured Values due to Sales:	$2,853,956
Total Subarea 2006-07 Value:	$38,241,439
Percentage increase in 2007-08 Values due to Sales:	7.46%

Source: Sales information is derived from MetroScan, and is current through September, 2006. Information is deemed reliable, but is not guaranteed.

No sales occurred in the SCLA portion of the Project Area in 2006. In the Victorville portion, a very strong real estate market generated $475.5 million in property sales that will increase assessed value by $307.2 million (a 10.74% increase). For the Combined Project Area, $604.6 million in property sales will increase assessed value by $369.6 million (an 7.93% increase).

New Development

RSG analyzed building permit data for the Victorville portion of the Project Area to project the increase to assessed value due to new development Table 6 shows the new development in the Victorville portion of the Project Area that was completed in 2006. The assessed value associated with this development will be added to the 2007-08 assessment roll.

TABLE 6
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
NEW DEVELOPMENT - VICTORVILLE

Month	New Assessed Value		
	Commercial	Residential	Total
January	$397,958	$603,584	$1,001,542
Februray	359,000	6,409,634	6,768,634
March	0	11,242,512	11,242,512
April	0	3,670,195	3,670,195
May	633,272	9,892,281	10,525,553
June	434,353	2,956,552	3,390,905
July	1,784,693	4,887,312	6,672,005
August	210,042	1,465,847	1,675,889
September	622,897	1,987,209	2,610,106
October	0	591,473	591,473
November	0	0	0
December	0	0	0
2006 Totals	$4,442,215	$43,706,599	$48,148,814

Total Value Added to 2007-08 Assessment Roll	$48,148,814
Total 2006-07 Assessed Value	$4,659,391,943
Percentage Increase Due to New Development	1.03%

Source: City of Victorville

The $48.1 million of new development the first three quarters of 2006 represents a 1.03% increase in the Project Area assessed value. Note that the assessed value for new development is generally higher than the building permit value. However, to maintain a conservative approach, RSG used the building permit value.

Assessment Appeals

Property taxpayers that wish to dispute the value of their property may file an assessment appeal with the County Assessor. In most cases, an assessment appeal is filed because the applicant believes that present market conditions cause the property to be worth less than its assessed value. Because of the large number of appeals filed in San Bernardino County in the mid-1990's, the County Assessor substantially decreased values on a number of properties in the Project Area causing the values of the Project Area to fall below the initial 1993 Base Year Value. The effect of these appeals resulted in legislation to change the Base Year to 1997-98. Since that time, appeals have decreased substantially and have had little effect in values in the Project Area.

Table 7 presents a summary of the appeals activity in Victorville and SCLA's portion of the Project Area.

TABLE 7
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
ASSESSMENT APPEALS HISTORY

	2002	2003	2004	2005	2006
Total Appeals on File	25	36	35	19	3
Withdrawn/Late/Denied	15	18	16	5	1
Appeals Stipulated/Reduced	3	3	7	3	0
Appeals Pending	7	15	12	11	2
Resolved Appeals Summary					
Assessor's Original Value	$19,115,868	$16,146,338	$49,342,430	$1,573,270	$543,257
Applicant Opinion of Value	$13,897,619	$7,012,501	$17,970,313	$827,570	$404,097
Requested Reduction of Value	$5,218,249	$9,133,837	$31,372,117	$745,700	$139,160
% Reduction Requested	27.3%	56.6%	63.6%	47.4%	25.6%
Assessor Reduced Value	$2,976,696	$1,241,706	$26,928,749	$855,349	$0
% Reduction Granted	15.6%	7.7%	54.6%	54.4%	0.0%
Pending Appeals Summary					
Assessor's Original Value	$8,873,688	$36,944,274	$55,003,289	$33,114,877	$549,485
Applicant Opinion of Value	$3,203,587	$23,474,930	$17,277,131	$21,015,247	$408,797
Requested Reduction of Value	$5,670,101	$13,469,344	$37,726,158	$12,099,630	$140,688
% Reduction Requested	64%	36%	69%	37%	26%
Potential Reductions Summary					
Total Pending Appeals	47				
Pending Appeals Roll Value	$134,485,613				
Applicant Opinion of Value	$65,379,692				
Total Requested Reduction of Value	$69,105,921				
Total Potential Value Loss	$69,105,921				
Project Area 2006-07 Assessed Value	$4,659,391,943				
Loss as a % of 2006-07 Assessed Value	1.48%				

Source: San Bernardino County Clerk of the Board of Supervisors

The above table shows that there are 47 unresolved appeals in the Victorville and SCLA portions of the Project Area. These unresolved appeals create a potential loss of $69.1 million (or 1.48% of the Project

Area Assessed Value). The Tax Increment Projections (Tables 10A-I) do not include any projected reduction due to assessment appeals.

Top Ten Taxpayer Appeals

Eight of the unresolved appeals shown in Table 7 were filed in 2003 by Cemex California Concrete LLC ("Cemex"), which is the largest taxpayer in the Victorville portion of the Project Area and the second largest taxpayer overall. Based on information provided by the San Bernardino County Clerk of the Board of Supervisors, Cemex actually filed a single appeal on the value of 118 parcels—20 of which are within the VVEDA Project Area and 98 are outside of the project area. On this single appeal, Cemex requested that the total Assessed Value be reduced from the roll value of $295 million to $185 million. Because this appeal included parcels inside and outside the Project Area, RSG listed the 8 parcels within the Victorville and SCLA portions of the Project Area as separate appeals on Table 7 and assumed that the applicant requested value for each parcel is a proportionate share of the requested reduction based on the current roll value. This results in a potential loss of $12.6 million of Assessed Value if the value of each parcel is reduced by the assumed factor. As this only represents 0.3% of the Assessed Value in the Project Area, RSG did not project any reduction in Assessed Value due to appeals.

Additionally, there are two unresolved appeals for General Electric (the fifth largest taxpayer overall), one filed in 2004 and one filed in 2005. The 2004 appeal requests a total reduction of $17.7 million. The 2005 appeal requests a total reduction of $1.9 million. While this does represent nearly all of General Electric's value in the Project Area, it is still only 0.4% of the Project Area Assessed Value.

High Desert Power Trust 2000-A v. State Board of Equalization, et al.

The State Board of Equalization originally assessed the High Desert Power Plant at a value of $473,400,000 for the 2003 property tax assessment year. High Desert Power Trust 2000-A ("HDPT") petitioned for reassessment, contending that the correct value was only $224,471,394. Following HDPT's petition, the Board reassessed the plant at a value of $429,600,000. HDPT then filed the above referenced action on July 6, 2005, seeking a refund of property taxes paid for 2003. High Desert alleges five causes of action.

The first cause of action challenges the jurisdiction of the State Board of Equalization to make an assessment of the power plant on the grounds that the plant was not a "public utility" within the meaning of the applicable law. We do not regard this cause of action as meritorious.

The second through the fifth causes of action all challenge the assessed valuation of the power plant. These causes of action are summarily alleged with no underlying facts specified. The second cause of action claims that the Board's valuation methodology was wrong for various reasons, including the use of an incorrect "replacement cost new value indicator," the failure to consider obsolescence, the failure to consider the risk of new technology, the use of an improper land value, and other matters. The third cause of action claims there was no substantive evidence to support the Board's valuation. The fourth cause of action claims discriminatory taxation based upon the application of a different method of taxing than that applied to other taxpayers similarly situated. The fifth cause of action claims that the Board's valuation does not represent fair market value. Though not precisely alleged, presumably HDPT will at trial again contend that the correct value of the power plant was only $224,471,394. Agency legal counsel contends that the State Board's valuation was correct or perhaps even low.

There are currently no outstanding assessment appeals on this property.

County Collections/Delinquencies

The Agency has not been placed on the County's "Teeter Plan", which stabilizes property tax payments at 100% of anticipated receipts. Consequently, delinquent property taxes do impact the Agency's tax increment revenues. Since fiscal year 2000-01, the delinquency rate in San Bernardino County has averaged 3.7%. The County Auditor-Controller does not track delinquency rates by Redevelopment Project so the Project Area's delinquency rate is not available.

Tax Increment Revenue Sharing Agreements

Taxing Entity Payments

Payments Required by the Amended Redevelopment Plan

Section 703 of the Amended Redevelopment Plan provides that the following taxing entities are excluded from the definition of Tax Increment and therefore will receive 100% of their share of tax increment: Apple Valley Fire Protection District; Mojave Water Agency; Baldy Mesa County Water District; Mojave River County Water District; Apple Valley Park District; and Hesperia Park District. Although the Plan envisioned that the County Auditor-Controller would make these payments prior to distributing tax increment to VVEDA, this has not been the practice and instead the VVEDA treasurer makes payments to these entities.

The Plan also provides for the Cities of Victorville, Apple Valley and Hesperia to receive tax increment generated from application of their City entities tax rate to the portion of the Project Area within their city's jurisdiction that exceeds 5.2935%. VVEDA retains any revenue generated by the first 5.2935% of the city's tax rate. The County of San Bernardino is also paid increment generated by the portion of their tax rate that exceeds 5.2935% and VVEDA retains revenue from the first 5.2935%.

CRL Section 33401 Payments

Prior to 1994, CRL Section 33401 allowed redevelopment agencies to pay to any other entity collecting property taxes within the redevelopment project area a portion of tax increment revenues to alleviate any financial burden related to the redevelopment project. VVEDA entered into such agreements with the County Superintendent of Schools, Adelanto Elementary School District, Victorville Elementary School District, Oro Grande Elementary School District, Victor Valley High School District, Apple Valley Unified School District, Hesperia Unified School District, and Victor Valley Community College District. Pursuant to these agreements the County Superintendent receives 100% of their share of tax increment revenue, and all other districts receive 32.5% of their share of tax increment revenue.

CRL Section 33607.5 Payments

The 4th Amendment Area is subject to statutory pass through payments required by CRL Section 33607.5. Because any tax increment generated by the 4th Amendment has not been included in the revenue projections presented in this Report, these payments are also not included.

Distribution of Tax Increment

The Member Jurisdictions entered in the "Fourth Amended and Restated Joint Exercise of Powers Agreement Creating Victorville Economic Development Authority" in June 2000. This agreement provides that all tax increment generated by the former GAFB parcels (after deduction of the pass through payments discussed above) will be used on GAFB or for projects in proximity to, and directly benefiting GAFB, with the understanding that Victorville will set aside 20% thereof for the low and moderate-income housing fund. For the portion of the Project Area within each Member Jurisdiction's territory, 20% must be allocated to that jurisdiction's housing fund. Of the balance: 40% is allocated to the Member Jurisdiction for use in the Member's territory; 40% is allocated for used on the GAFB parcels; 20% is placed into a separate reimbursement fund to repay Prior Contributions (start-up funds), and once paid, to reimburse Member Contributions (operating funds contributed in excess of that jurisdiction's stated share). For the City of Adelanto, the shares are

instead 50% to GAFB parcels, 25% to Adelanto territory and 25% to reimburse VVEDA for prior expenses and when this is repaid, this 25% goes to Adelanto.

Amendment No. 6 Affordable Housing Fund Deferral

Amendment No. 6 to the Redevelopment Plan will provide VVEDA an opportunity, for a period of five years, to allocate funds that otherwise had to be allocated to the low and moderate income housing ("affordable housing") fund instead for use on non-affordable-housing related projects. Although this may result in less funding for affordable housing during the Deferment Period, Pledged Tax Revenues with respect to the affordable housing portion of existing and future bonds will not be materially reduced because debt service on all bonds is a senior lien on tax increment revenue. Likewise, although this may result in less funding to the non-affordable-housing fund during the Repayment Period, Pledged Tax Revenues with respect to the non-affordable-housing portion of existing and future bonds will not be materially reduced because debt service on all existing bonds is a senior lien on tax increment revenue. Because of the senior lien position, any transfer of affordable housing funds to the non-housing funds must occur after sufficient tax increment has annually been allocated to pay debt service on existing bonds, and repayment of the deferred amount must occur after sufficient tax increment has annually been allocated to pay debt service on existing bonds.

Education Revenue Augmentation Fund Payments

During 2004-05 adopted State legislation required redevelopment agencies to make payments to the Educational Revenue Augmentation Fund ("ERAF"). The total state-wide ERAF payment for redevelopment agencies for fiscal years 2004-05 and 2005-06 is $250 million per year. VVEDA's portion of this payment for 2005-06 is $646,940. Dividing this payment proportionately by total assessed value, RSG projects SCLA's portion of the ERAF payments to be $93,647 and Victorville's portion to be $374,846. RSG assumes that the ERAF payment will be paid using existing funds or supplemental revenue and therefore Tables 10A-F do not include the ERAF payment.

Pass Through Payments

Table 8 presents a summary of the pass through payments and tax increment distribution requirements.

TABLE 8

SUMMARY OF AGREEMENT TERMS

Pursuant to Section 703 of Plan

Taxing Entities excluded from Tax Increment definition:
Apple Valley Fire Protection District (WF01)
Mojave Water Agency (WY20)
Baldy Mesa County Water District (WW05)
Mojave River County Water District (VW02)
Apple Valley Park District (VP01)
Hesperia Park District (VP02)

City Member Share to VVEDA use (Section 703(b)(l)(a)
Victorville - 5.2935% to VVEDA from increment generated within its boundaries
Apple Valley - same
Hesperia - same
This means that the remainder of each city's 1% share gets passed through to the City

County of San Bernardino
5.2935% to VVEDA from increment generated in unincorporated areas
AND
5.2935% to VVEDA from municipally incorporated areas

Pursuant to School Pass Thru Agreements

Tax Increment excludes over-ride rates, unitary utility revenue, State subventions (Homeowner)

Low/mod is not deducted prior to calculation of payment

Districts get 32.5% of their share (except Supt of Schools)- may deposit into Dist Capital Fund held by VVEDA
Supt of Schools gets 100% of their share
If deposits not made within 30 Days of receipt, interest rate of 1% per 30 day period

Payments shall not be subordinate to VVEDA bonds & indebtedness

Pursuant to JPA Agreement

All GAFB generated Tax Increment for use on GAFB with understanding that Victorville will set aside 20% thereof for low/mod

97/98 & 98/99 increment be used on GAFB (no longer applicable)

20% of Each Part Jur TI allocated for low/mod - and allocated to each Member to be used in its own portion of the PA

Remaining Balance of Each Participating Jurisdictions' Tax Increment:
40% allocated for use in such Members Territory
40% allocated for use on GAFB parcels
20% placed into separate reimbursement fund to pay Prior Contributions and once paid, to pay reimburse Member Contributions
Once Prior & Member Contributions are reimbursed, then TI is 50%:50% GAFB:Member

For Adelanto, 50% to GAFB: 25% to Adelanto territory: 25% reimburse Authority and when paid off, this 25% goes to Adelanto

Developer Agreement Payments

Based on discussions with SCLA staff, it has been determined that SCLA has not entered into any disposition and development agreements or owner participation agreements that require SCLA to make payments from tax increment revenue.

Top Ten Taxpayers

Using the County's 2006-07 Secured Roll, the top ten largest taxpayers within the Project Area as well as in each member agency's jurisdiction have been identified and are listed on Tables 9a-g below. Table 9a shows the top ten taxpayers for the combined Project Area. Table 9b shows the top ten taxpayers for the Victorville and SCLA Project Areas. The remaining tables show the top ten taxpayers for each individual subarea.

TABLE 9a
VICTOR VALLEY REDEVELOPMENT PROJECT AREA
TOP TEN TAXPAYERS - COMBINED

	Owner Name	# of Parcels	Total Assessed Value	% of Total
1	High Desert Power Trust	1	$470,600,000	10.10%
2	Cemex California Cement LLC	19	52,914,462	1.14%
3	Riverside Cement Co.	28	50,746,569	1.09%
4	Apple Valley Ranchos Water Co.	6	30,480,766	0.65%
5	General Electric Co.	1	24,630,486	0.53%
6	Empire Homes	88	19,646,011	0.42%
7	Lowe's HIW Inc.	1	18,553,962	0.40%
8	Bear Valley Partners LP	11	15,865,909	0.34%
9	KB Home	276	13,859,859	0.30%
10	Western Land Properties	4	12,476,130	0.27%
			$709,774,154	15.23%
	2006-07 Total Assessed Value		$4,659,391,943	

TABLE 9b

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

TOP TEN TAXPAYERS - VICTORVILLE AND SCLA PORTIONS

	Owner Name	# of Parcels	Total Assessed Value	% of Total
1	High Desert Power Trust	1	$470,600,000	13.93%
2	Cemex California Cement LLC	9	52,710,162	1.56%
3	General Electric Company	1	20,461,547	0.61%
4	Lowe's H I W Inc.	1	18,553,962	0.55%
5	Bear Valley Partners LP	11	15,865,909	0.47%
6	KB Home	276	13,859,859	0.41%
7	Centex Homes	9	11,362,500	0.34%
8	Victorville 200 LTD	1	10,946,502	0.32%
9	Glen L. Ludwig Trust	41	10,885,483	0.32%
10	Greentree Capital LP	2	10,423,768	0.31%
			$635,669,692	18.81%
	2006-07 Victorville and SCLA Assessed Value		$3,378,762,374	

TABLE 9c

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

TOP TEN TAXPAYERS - VICTORVILLE PORTION

	Owner Name	# of Parcels	Total Assessed Value	% of Total
1	Cemex California Cement LLC	9	$52,710,162	1.84%
2	Empire Homes	88	19,646,011	0.69%
3	Lowe's H I W Inc.	1	18,553,962	0.65%
4	Bear Valley Partners LP	11	15,865,909	0.56%
5	KB Home	276	13,859,859	0.48%
6	Centex Homes	9	11,362,500	0.40%
7	Victorville 200 LTD	1	10,946,502	0.38%
8	Glen L. Ludwig Trust	41	10,885,483	0.38%
9	Greentree Capital LP	2	10,423,768	0.36%
10	Lakritz Family Partnership	2	8,718,552	0.30%
			$172,972,708	6.05%
	2006-07 Total Assessed Value		$2,858,551,477	

Note: This table covers both the original and added area for Victorville.

TABLE 9d

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

TOP TEN TAXPAYERS - SCLA PORTION

	Owner Name	# of Parcels	Total Assessed Value	% of Total
1	High Desert Power Trust	1	$470,600,000	90.46%
2	General Electric Company	1	24,630,486	4.73%
3	Southern California Aviation LLC	1	5,418,268	1.04%
4	Sumiden Wire Products Corp.	1	3,000,000	0.58%
5	McDonnell Douglas Corporation	1	2,208,994	0.42%
6	Victorville Aerospace LLC	1	1,539,100	0.30%
7	Leading Edge Aviation Services	1	1,530,000	0.29%
8	May Manufacturing	1	1,199,789	0.23%
9	Pacific Aviation Group	1	1,144,037	0.22%
10	ATA Airlines	1	877,527	0.17%
			$512,148,201	98.45%
	2006-07 Total Assessed Value		$520,210,897	

TABLE 9e

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

TOP TEN TAXPAYERS - SAN BERNARDINO COUNTY PORTION

	Owner Name	# of Parcels	Total Assessed Value	% of Total
1	Riverside Cement Company	18	$50,403,339	63.19%
2	Calmat Co.	7	2,125,084	2.66%
3	Riva Capital Holdings Inc.	3	601,571	0.75%
4	Cutting Edge Concrete Svcs Inc.	1	578,888	0.73%
5	Osborne Family Trust	1	540,550	0.68%
6	Season's Land Corporation	9	507,390	0.64%
7	Adelanto 60 Limited Partnership	1	463,246	0.58%
8	Jessica A. Samson	2	450,021	0.56%
9	Thacker Family Limited Partnership	1	447,380	0.56%
10	Steven Bae	1	368,240	0.46%
			$56,485,709	70.82%
	2006-07 Total Assessed Value		$79,759,991	

Note: This table covers both the original and added area for San Bernardino County.

TABLE 9f

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

TOP TEN TAXPAYERS - APPLE VALLEY PORTION

	Owner Name	# of Parcels	Total Assessed Value	% of Total
1	Apple Valley Ranchos Water Co.	5	$30,479,942	3.40%
2	Western Land Properties	4	12,476,130	1.39%
3	Los Ranchos FSPE LLC	3	9,915,012	1.11%
4	American Stores Properties Inc.	1	7,084,468	0.79%
5	Cambridge Homes Inc.	9	5,999,860	0.67%
6	Wal-Mart Stores Inc.	1	5,397,668	0.60%
7	Bearwood Partners	1	4,725,959	0.53%
8	Lakrtiz Family Partnership	3	4,551,000	0.51%
9	K Hovnanian Forecast Homes Inc.	2	4,380,084	0.49%
10	Rancho Manzanita LP	1	3,462,451	0.39%
			$88,472,574	9.87%
	2006-07 Total Assessed Value		$895,985,936	

TABLE 9g

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

TOP TEN TAXPAYERS - HESPERIA PORTION

	Owner Name	# of Parcels	Total Assessed Value	% of Total
1	Roger F Graham Trust	1	$2,713,891	1.09%
2	Garnik Mkrttchyan	4	624,222	0.25%
3	Michael J Bigbee	1	586,578	0.24%
4	Debra J Hart	2	551,820	0.22%
5	Jerald & Sheryl Hane	2	489,600	0.20%
6	Linda J Resendez	1	470,000	0.19%
7	Pedro R Lozano	1	460,000	0.19%
8	David De Alba	1	404,430	0.16%
9	Chris Grieve	1	400,000	0.16%
10	Rosalba Carrasco	1	400,000	0.16%
			$7,100,541	2.86%
	2006-07 Total Assessed Value		$248,417,705	

TABLE 9h VICTOR VALLEY REDEVELOPMENT PROJECT AREA TOP TEN TAXPAYERS - ADELANTO PORTION				
	Owner Name	# of Parcels	Total Assessed Value	% of Total
1	LP High Desert Land Co. LLC	22	$7,101,532	18.57%
2	Winfield Properties LLC	2	2,040,000	5.33%
3	Senafar Investments	1	1,619,903	4.24%
4	LHC High Desert Land LLC	1	900,000	2.35%
5	Frank & Sonja Tanner Trust	2	832,320	2.18%
6	Rancho 106AC LLC	1	816,000	2.13%
7	Northwest Pipe Company	9	598,529	1.57%
8	Berman Family Trust	1	561,000	1.47%
9	Dora Land Inc.	8	553,581	1.45%
10	Season's Land Corp	17	464,165	1.21%
			$15,487,030	40.50%
	2006-07 Total Assessed Value		$38,241,439	

Source: San Bernardino County Assesser, California State Board of Equalization, MetroScan.

In the Combined Project Area, the top ten taxpayers represent $710 million or 15.23% of the assessed value in the Project Area. In the Victorville portion of the Project Area, the top ten taxpayers represent $173 million or 6.05% of the total assessed value. In the SCLA portion, the top ten taxpayers represent $512 million or 98.45% of the assessed value. The top ten taxpayers in these two areas combined represent $636 million or 18.81%.

Tax Increment Revenue Projections

Tables 10A-I present the tax increment revenue projections for the Project Area, based upon the assumptions described in this Report.

High Desert Power Ground Lease and Development Agreement

SCLA has entered into a ground lease and development agreement with High Desert Power Trust ("HDPT") to effectuate development of a minimum 750-megawatt electric generating power plant. Section 2.02 of the agreement provides that, beginning three years from the agreement (2/2004), if SCLA is not receiving net tax increment revenues of at least $2,000,000 annually from the power plant development, HDPT will pay SCLA "an amount equal to the difference between the amount of tax increment revenues that SCLA has actually received in such Lease Years as tax increment revenues attributable to the Project, exclusive of pass through payments to affected taxing entities, and $2,000,000" (the "Additional Revenue") provided that the maximum amount of the Additional Revenue in any given Lease Year shall not exceed $1,000,000.

Staff of the State Board of Equalization ("SBE") has confirmed that the 2006-07 valuation assigned to the power plant is $470.6 million. This valuation will result in gross property taxes of approximately $4.7 million; therefore, the net tax increment revenues generated by the power plant starting in 2006-07 will exceed $2,000,000 so the projections assume no Additional Revenue payments will be triggered.

Developer of the power plant, Constellation Power Source, Inc. ("Constellation") has entered into a Master Power Purchase and Sale Agreement with the State of California Department of Water Resources ("CDWR") under which the Power Plant will deliver energy to the State system. The delivery period is for seven years and nine months. The price CDWR will pay is (a) $12,100,000 per month as a "capacity payment"; (b) $2.25 MWh for each MWh of delivered energy as a "variable operation and maintenance cost"; and (c) a monthly fuel cost.

In 2002 the State Legislature adopted Assembly Bill 81 (adding Sections 100.9 and 721.5 to the Revenue and Taxation Code). This bill provides that commencing with the January 1, 2003 property tax lien date, the State Board of Equalization annually assesses electric generation facilities that have a generating capacity of 50 megawatts or more that are owned by an electrical corporation. The bill also requires that the assessed value of electric generation facilities required to be assessed by the State Board of Equalization will be allocated exclusively to the county in which the facility is located, and that the revenues derived from the assessment of this property be allocated among the jurisdictions in the same percentage shares as revenues derived in that tax rate area in which it is located. Essentially this means that the VVEDA Project Area will be allocated all of the tax increment generated by the Power Plant.

Development within the SCLA Area and Victorville Area

In-Place Development

For 2006-07 the total assessed valuation of properties within the Southern California Logistics Airport ("SCLA") territory is $520 million. After deduction of the $7.8 million base year value of the SCLA area, and the $482.3 million of value associated with the power plant, the remaining $41.8 million in value represents new growth associated with other private development activity within SCLA.

Within the Victorville portion of the VVEDA Project Area, the assessed value increased from $2,103,584,400 in 2005-06 to $2,858,551,477 in 2006-07, a 35.9% annual growth. Because of the large amount of vacant land and the level of new housing construction occurring within the City of

Victorville, it is anticipated that substantial growth increases will continue into the future.

Future Development

Agency staff indicates that the SCLA in conjunction with the City of Victorville and its Redevelopment Agency has created the Southern California Logistics Rail Authority (the "Rail Authority") in response to increased demand from large industrial users. The Rail Authority has completed a Specific Plan Amendment that incorporates significant portions of SCLA and approximately 2,000 adjacent acres. Build-out of the SCLA Specific Plan and rail service project is expected to generate approximately 1,500 rail facility jobs and 18,000 jobs related to industrial users. The project is envisioned in three phases: (1) 2002 to 2005 - Complete entitlements, commence replacement of existing public rail right-of-way and construct lead track from BNSF Main Line to SCLA; (2) 2005 to 2010 - 950-acre Inter-Modal rail facility, 650-acre Multi-Modal rail facility and approximately 584 acres of industrial use (6.4 million square feet of building area), and all off-site rail improvements; and (3) 2010 to 2015 - construct approximately 1,190 acres of industrial use in the expansion area (12.3 million square feet of building area).

Environmental review for the first phase of the rail project was completed in April 2004. To date, physical construction of the rail spur has been delayed until a formal announcement from BNSF is made, committing the Inter-Modal to SCLA. However, it is estimated that 90% of the rail design and land acquisition for right of way is complete.

In addition to the rail project, California Building Systems has recently completed the construction of two aircraft hangers totaling approximately 175,000 square feet of building space. The first hangar amounts to approximately 75,000 square feet and is occupied by Pratt & Whitney. The second hangar is being occupied by Liberty west, an aviation company specializing in the maintenance, repair and overhaul of aircraft. This second hangar is approximately 100,000 square feet of building space and is large enough to accommodate the new Airbus A-380 aircraft. Two additional hangers totaling approximately 180,000 sq.ft. are currently planned for construction. These two new hangars will permit the expansion of Leading Edge, an aircraft painting company currently under contract to paint the United Airlines and JetBlue fleet.

Stirling Airports International, the master developer for SCLA, has also recently entered into a partnership with Dividend Capital Trust (DCT) who operates as a real estate investment trust (REIT). The partnership is proposing to immediately construct an estimated 1 million sq.ft. of building space on a total of 82-acres as speculative development

to accommodate the expansion and relocation of manufacturing & distribution users.

Pledged Revenues

Only the SCLA and Victorville's portion of tax increment generated from the VVEDA Project Area will be pledged to the payment of debt service on the Bonds. The component parts of the pledge include: SCLA portion, SCLA's 50% portion of the Excess Prior Contribution Fund, Victorville's Non-Housing Participant Share, and Victorville's portion of the Excess Prior Contribution Fund. Table 10A presents a summary of the Total Pledged Revenue.

We trust that this information provides the bond financing team with an adequate basis for determining SCLA's ability to meet debt service requirements for the Bonds. While RSG has taken precautions to assure the accuracy of the data used in the formulation of these tax increment revenue projections, we cannot ensure that projected valuations will be realized. Future events and conditions that cannot be controlled or predicted with certainty may affect actual values presented in this Report.

TABLE 10A

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

Tax Increment Projections

SUMMARY OF ALL VVEDA AREAS AND TOTAL PLEDGED REVENUE

PLAN YR	YEAR	ESTIMATED GROSS TAX INCREMENT BASED ON 1% TAX RATE	LESS LOW/ MODERATE HOUSING SET ASIDE @ 20% OF TI	LESS ALL PASS THROUGHS (Special Dist, Member Juris, & Schools)	TO MEMBER JURISDICTION	TO SCLA	VVEDA/ VICTORVILLE RDA ADDITIONAL PLEDGE					TOTAL NON-HOUSING PLEDGE REVENUE
							TO PRIOR CONTRIB FUND[1]	PRIOR CONTRIB REPAY[1]	50% EXCESS PRIOR CONTRIB TO SCLA	Victorvl's Participant Share	Victorvl's 50% Excess Prior Contrib	
	Base Yr. 93/94											
7	2006-07	28,494,962	5,698,992	7,680,959	4,893,193	7,753,012	2,468,323	0	1,234,162	3,562,303	890,334	13,439,811
8	2007-08	33,604,005	6,720,801	9,077,267	5,940,886	8,867,557	2,996,675	0	1,498,337	4,431,319	1,107,421	15,904,634
9	2008-09	34,637,846	6,927,569	9,357,822	6,135,094	9,121,869	3,094,641	0	1,547,320	4,569,069	1,141,842	16,380,100
10	2009-10	35,692,364	7,138,473	9,643,988	6,333,186	9,381,267	3,194,566	0	1,597,283	4,709,574	1,176,951	16,865,075
11	2010-11	36,767,972	7,353,594	9,938,057	6,534,680	9,644,772	3,295,958	0	1,647,979	4,862,850	1,212,758	17,358,360
12	2011-12	37,865,092	7,573,018	10,238,009	6,740,204	9,913,547	3,399,379	0	1,699,689	4,998,993	1,249,281	17,861,511
13	2012-13	38,984,155	7,796,831	10,543,959	6,949,839	10,187,698	3,504,868	0	1,752,434	5,148,058	1,286,534	18,374,724
14	2013-14	40,125,599	8,025,120	10,856,028	7,163,666	10,467,332	3,612,467	0	1,806,233	5,300,104	1,324,533	18,898,202
15	2014-15	41,289,871	8,257,974	11,174,339	7,381,770	10,752,559	3,722,217	0	1,861,109	5,455,191	1,363,291	19,432,150
16	2015-16	42,477,430	8,495,486	11,499,016	7,604,235	11,043,490	3,834,163		1,917,082	5,613,380	1,402,825	19,976,776
17	2016-17	43,688,739	8,737,748	11,830,186	7,831,150	11,340,239	3,948,348		1,974,174	5,774,733	1,443,149	20,532,295
18	2017-18	44,924,275	8,984,855	12,167,980	8,062,604	11,642,924	4,064,816		2,032,408	5,939,313	1,484,280	21,098,925
19	2018-19	46,184,521	9,236,904	12,512,530	8,298,686	11,951,662	4,183,614		2,091,807	6,107,184	1,526,234	21,676,887
20	2019-20	47,469,972	9,493,994	12,863,970	8,539,491	12,266,575	4,304,788		2,152,394	6,278,413	1,569,026	22,266,408
21	2020-21	48,781,133	9,756,227	13,222,440	8,785,111	12,587,786	4,428,385		2,214,192	6,453,066	1,612,675	22,867,720
22	2021-22	50,118,516	10,023,703	13,588,079	9,035,643	12,915,422	4,554,454		2,277,227	6,631,213	1,657,196	23,481,058
23	2022-23	51,482,647	10,296,529	13,961,030	9,291,187	13,249,610	4,683,045		2,341,522	6,812,922	1,702,608	24,106,662
24	2023-24	52,874,061	10,574,812	14,341,441	9,551,841	13,590,482	4,814,207		2,407,103	6,998,266	1,748,928	24,744,779
25	2024-25	54,293,303	10,858,661	14,729,460	9,817,708	13,938,172	4,947,992		2,473,996	7,187,316	1,796,174	25,395,658
26	2025-26	55,740,930	11,148,186	15,125,239	10,088,893	14,292,815	5,084,454		2,542,227	7,380,148	1,844,365	26,059,555
27	2026-27	57,217,510	11,443,502	15,528,934	10,365,501	14,654,551	5,223,644		2,611,822	7,576,836	1,893,520	26,736,730
28	2027-28	58,723,621	11,744,724	15,940,703	10,647,641	15,023,522	5,365,619		2,682,809	7,777,458	1,943,659	27,427,448
29	2028-29	60,259,854	12,051,971	16,360,707	10,935,425	15,399,872	5,510,432		2,755,216	7,982,092	1,994,800	28,131,980
30	2029-30	61,826,812	12,365,362	16,789,111	11,228,964	15,783,750	5,658,142		2,829,071	8,190,819	2,046,964	28,850,603
31	2030-31	63,425,109	12,685,022	17,226,244	11,527,819	16,174,234	5,808,281		2,904,140	8,403,682	2,100,166	29,582,222
32	2031-32	65,055,372	13,011,074	17,676,160	11,832,651	16,572,527	5,961,422		2,980,711	8,620,803	2,154,432	30,328,474
33	2032-33	66,718,240	13,343,648	18,133,033	12,143,580	16,978,787	6,117,626		3,058,813	8,842,267	2,209,784	31,089,651
34	2033-34	68,414,366	13,682,873	18,599,045	12,460,728	17,393,172	6,276,954		3,138,477	9,068,159	2,266,243	31,866,051
35	2034-35	70,144,414	14,028,883	19,074,376	12,784,219	17,815,844	6,439,469		3,219,734	9,298,570	2,323,831	32,657,979
36	2035-36	71,909,063	14,381,813	19,559,214	13,114,179	18,246,970	6,605,233		3,302,617	9,533,588	2,382,570	33,465,746
37	2036-37	73,709,005	14,741,801	20,053,749	13,450,739	18,686,719	6,774,314		3,387,157	9,773,307	2,442,485	34,289,668
38	2037-38	75,544,946	15,108,989	20,558,175	13,794,030	19,135,262	6,946,775		3,473,388	10,017,821	2,503,598	35,130,068
39	2038-39	77,417,606	15,483,521	21,072,689	14,144,186	19,592,777	7,122,686		3,561,343	10,267,224	2,565,933	35,987,277
40	2039-40	79,327,719	15,865,544	21,597,493	14,501,346	20,059,441	7,302,116		3,651,058	10,521,616	2,629,515	36,861,630
41	2040-41	81,276,034	16,255,207	22,132,793	14,865,649	20,535,439	7,485,133		3,742,567	10,781,096	2,694,368	37,753,469
42	2041-42	83,263,315	16,652,663	22,678,800	15,237,238	21,020,957	7,671,812		3,835,906	11,045,765	2,760,518	38,663,146
43	2042-43	85,290,343	17,058,069	23,235,726	15,616,259	21,516,185	7,862,223		3,931,112	11,315,727	2,827,992	39,591,016
44	2043-44	87,357,910	17,471,582	23,803,792	16,002,861	22,021,318	8,056,443		4,028,222	11,591,089	2,896,815	40,537,444
45	2044-45	89,466,829	17,893,366	24,383,218	16,397,194	22,536,553	8,254,548		4,127,274	11,871,958	2,967,014	41,502,800
	Total	2,260,275,326	452,055,065	613,696,903	408,814,501	579,683,587	205,972,845	0	102,986,422	298,650,994	74,636,536	1,055,957,540

[1]The Agency is going to pay off the prior contribution fund from existing funds and therefore no further pledge of tax increment revenues is required. Per the agreement, revenue that would have gone to the Prior Contribution Fund will instead be split with 50% going to SCLA and 50% going back to the member jurisdiction.

TABLE 10B

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

Tax Increment Projections

VICTORVILLE AREA

PLAN YR	1 YEAR	2 SECURED & UNSECURED ASSESSED VALUE * W/ GROWTH @ 2.00%	3 ASSESSED VALUE INCREASE DUE TO SALES	4 ASSESSED VALUE INCREASE DUE TO NEW DEVELOPMENT	5 =(2 + 3 + 4 - BY) NET INCREMENTAL VALUATION INCREASE	6 =(5 * 1%) ESTIMATED GROSS TAX INCREMENT BASED ON 1% TAX RATE	7 =(6 * 20%) LESS LOW & MODERATE HOUSING SET ASIDE @ 20% OF TI	8 =(6 * 27.41%) LESS ALL PASS THROUGHS (Special Dist, Member Juris, & Schools) 27.41%	9 =(6 - 7 - 8)*40% TO MEMBER JURIS-DICTIONS 40%	10 =(6 - 7 - 8)*40% TO SCLA 40%	11 =(6 - 7 - 8)*20% TO PRIOR CONTRIB FUND 20%
BY	1997-98	1,166,037,800			0	0					
7	2006-07	2,858,551,477			1,692,513,677	16,925,137	3,385,027	4,639,180	3,560,372	3,560,372	1,780,186
8	2007-08	2,915,722,507	307,150,977	48,148,814	2,104,984,498	21,049,845	4,209,969	5,769,763	4,428,045	4,428,045	2,214,023
9	2008-09	3,336,442,743			2,170,404,943	21,704,049	4,340,810	5,949,080	4,565,664	4,565,664	2,282,832
10	2009-10	3,403,171,598			2,237,133,798	22,371,338	4,474,268	6,131,984	4,706,035	4,706,035	2,353,017
11	2010-11	3,471,235,030			2,305,197,230	23,051,972	4,610,394	6,318,546	4,849,213	4,849,213	2,424,606
12	2011-12	3,540,659,731			2,374,621,931	23,746,219	4,749,244	6,508,839	4,995,255	4,995,255	2,497,627
13	2012-13	3,611,472,926			2,445,435,126	24,454,351	4,890,870	6,702,938	5,144,217	5,144,217	2,572,109
14	2013-14	3,683,702,384			2,517,664,584	25,176,645	5,035,329	6,900,919	5,296,159	5,296,159	2,648,080
15	2014-15	3,757,376,432			2,591,338,632	25,913,386	5,182,677	7,102,859	5,451,140	5,451,140	2,725,570
16	2015-16	3,832,523,960			2,666,486,160	26,664,862	5,332,972	7,308,839	5,609,220	5,609,220	2,804,610
17	2016-17	3,909,174,440			2,743,136,640	27,431,366	5,486,273	7,518,938	5,770,462	5,770,462	2,885,231
18	2017-18	3,987,357,928			2,821,320,128	28,213,201	5,642,640	7,733,238	5,934,929	5,934,929	2,967,465
19	2018-19	4,067,105,087			2,901,067,287	29,010,673	5,802,135	7,951,825	6,102,685	6,102,685	3,051,343
20	2019-20	4,148,447,189			2,982,409,389	29,824,094	5,964,819	8,174,784	6,273,796	6,273,796	3,136,898
21	2020-21	4,231,416,132			3,065,378,332	30,653,783	6,130,757	8,402,202	6,448,330	6,448,330	3,224,165
22	2021-22	4,316,044,455			3,150,006,655	31,500,067	6,300,013	8,634,168	6,626,354	6,626,354	3,313,177
23	2022-23	4,402,365,344			3,236,327,544	32,363,275	6,472,655	8,870,774	6,807,939	6,807,939	3,403,969
24	2023-24	4,490,412,651			3,324,374,851	33,243,749	6,648,750	9,112,111	6,993,155	6,993,155	3,496,577
25	2024-25	4,580,220,904			3,414,183,104	34,141,831	6,828,366	9,358,276	7,182,076	7,182,076	3,591,038
26	2025-26	4,671,825,322			3,505,787,522	35,057,875	7,011,575	9,609,364	7,374,775	7,374,775	3,687,387
27	2026-27	4,765,261,829			3,599,224,029	35,992,240	7,198,448	9,865,473	7,571,328	7,571,328	3,785,664
28	2027-28	4,860,567,065			3,694,529,265	36,945,293	7,389,059	10,126,705	7,771,812	7,771,812	3,885,906
29	2028-29	4,957,778,407			3,791,740,607	37,917,406	7,583,481	10,393,161	7,976,306	7,976,306	3,988,153
30	2029-30	5,056,933,975			3,890,896,175	38,908,962	7,781,792	10,664,946	8,184,889	8,184,889	4,092,445
31	2030-31	5,158,072,654			3,992,034,854	39,920,349	7,984,070	10,942,168	8,397,645	8,397,645	4,198,822
32	2031-32	5,261,234,107			4,095,196,307	40,951,963	8,190,393	11,224,933	8,614,655	8,614,655	4,307,327
33	2032-33	5,366,458,789			4,200,420,989	42,004,210	8,400,842	11,513,354	8,836,006	8,836,006	4,418,003
34	2033-34	5,473,787,965			4,307,750,165	43,077,502	8,615,500	11,807,543	9,061,783	9,061,783	4,530,892
35	2034-35	5,583,263,724			4,417,225,924	44,172,259	8,834,452	12,107,616	9,292,076	9,292,076	4,646,038
36	2035-36	5,694,928,999			4,528,891,199	45,288,912	9,057,782	12,413,691	9,526,976	9,526,976	4,763,488
37	2036-37	5,808,827,579			4,642,789,779	46,427,898	9,285,580	12,725,887	9,766,573	9,766,573	4,883,286
38	2037-38	5,925,004,131			4,758,966,331	47,589,663	9,517,933	13,044,327	10,010,962	10,010,962	5,005,481
39	2038-39	6,043,504,213			4,877,466,413	48,774,664	9,754,933	13,369,135	10,260,238	10,260,238	5,130,119
40	2039-40	6,164,374,297			4,998,336,497	49,983,365	9,996,673	13,700,440	10,514,501	10,514,501	5,257,250
41	2040-41	6,287,661,783			5,121,623,983	51,216,240	10,243,248	14,038,371	10,773,848	10,773,848	5,386,924
42	2041-42	6,413,415,019			5,247,377,219	52,473,772	10,494,754	14,383,061	11,038,383	11,038,383	5,519,191
43	2042-43	6,541,683,319			5,375,645,519	53,756,455	10,751,291	14,734,644	11,308,208	11,308,208	5,654,104
44	2043-44	6,672,516,986			5,506,479,186	55,064,792	11,012,958	15,093,259	11,583,430	11,583,430	5,791,715
45	2044-45	6,805,967,325			5,639,929,525	56,399,295	11,279,859	15,459,047	11,864,156	11,864,156	5,932,078
	Total	188,157,906,408	307,150,977	48,148,814	141,871,694,199	1,418,716,942	250,699,280	343,583,363	263,685,503	263,685,503	131,842,751

TABLE 10C

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

Tax Increment Projections

SOUTHERN CALIFORNIA LOGISTICS AIRPORT (SCLA)

PLAN YR	1 YEAR	2 SECURED & UNSECURED ASSESSED VALUE W/ GROWTH @ 2.00%	3 ASSESSED VALUE INCREASE DUE TO SALES	4 =(2 + 3 - BY) NET INCREMENTAL VALUATION INCREASE	5 =(4 * 1%) ESTIMATED GROSS TAX INCREMENT BASED ON 1% TAX RATE	6 =(5 * 20%) LESS LOW & MODERATE HOUSING SET ASIDE @ 20% OF TI	7 =(5 * 0.2505) LESS ALL PASS THROUGHS (Special Dist, Member Juris, & Schools) 25.05%	8 TO MEMBER JURIS-DICTIONS 0%	9 =(5 - 6 - 7)*100% TO SCLA 100%	10 TO PRIOR CONTRIB FUND 0%
BY	1997-98	7,854,300		0	0					
7	2006-07	520,210,897		512,356,597	5,123,566	1,024,713	1,283,453	0	2,815,400	0
8	2007-08	530,615,115	0	522,760,815	5,227,608	1,045,522	1,309,516	0	2,872,571	0
9	2008-09	541,227,417		533,373,117	5,333,731	1,066,746	1,336,100	0	2,930,885	0
10	2009-10	552,051,966		544,197,666	5,441,977	1,088,395	1,363,215	0	2,990,366	0
11	2010-11	563,093,005		555,238,705	5,552,387	1,110,477	1,390,873	0	3,051,037	0
12	2011-12	574,354,865		566,500,565	5,665,006	1,133,001	1,419,084	0	3,112,921	0
13	2012-13	585,841,962		577,987,662	5,779,877	1,155,975	1,447,859	0	3,176,042	0
14	2013-14	597,558,802		589,704,502	5,897,045	1,179,409	1,477,210	0	3,240,426	0
15	2014-15	609,509,978		601,655,678	6,016,557	1,203,311	1,507,147	0	3,306,098	0
16	2015-16	621,700,177		613,845,877	6,138,459	1,227,692	1,537,684	0	3,373,083	0
17	2016-17	634,134,181		626,279,881	6,262,799	1,252,560	1,568,831	0	3,441,408	0
18	2017-18	646,816,864		638,962,564	6,389,626	1,277,925	1,600,601	0	3,511,099	0
19	2018-19	659,753,202		651,898,902	6,518,989	1,303,798	1,633,007	0	3,582,184	0
20	2019-20	672,948,266		665,093,966	6,650,940	1,330,188	1,666,060	0	3,654,691	0
21	2020-21	686,407,231		678,552,931	6,785,529	1,357,106	1,699,775	0	3,728,648	0
22	2021-22	700,135,376		692,281,076	6,922,811	1,384,562	1,734,164	0	3,804,085	0
23	2022-23	714,138,083		706,283,783	7,062,838	1,412,568	1,769,241	0	3,881,029	0
24	2023-24	728,420,845		720,566,545	7,205,665	1,441,133	1,805,019	0	3,959,513	0
25	2024-25	742,989,262		735,134,962	7,351,350	1,470,270	1,841,513	0	4,039,567	0
26	2025-26	757,849,047		749,994,747	7,499,947	1,499,989	1,878,737	0	4,121,221	0
27	2026-27	773,006,028		765,151,728	7,651,517	1,530,303	1,916,705	0	4,204,509	0
28	2027-28	788,466,148		780,611,848	7,806,118	1,561,224	1,955,433	0	4,289,462	0
29	2028-29	804,235,471		796,381,171	7,963,812	1,592,762	1,994,935	0	4,376,115	0
30	2029-30	820,320,181		812,465,881	8,124,659	1,624,932	2,035,227	0	4,464,500	0
31	2030-31	836,726,584		828,872,284	8,288,723	1,657,745	2,076,325	0	4,554,653	0
32	2031-32	853,461,116		845,606,816	8,456,068	1,691,214	2,118,245	0	4,646,609	0
33	2032-33	870,530,338		862,676,038	8,626,760	1,725,352	2,161,003	0	4,740,405	0
34	2033-34	887,940,945		880,086,645	8,800,866	1,760,173	2,204,617	0	4,836,076	0
35	2034-35	905,699,764		897,845,464	8,978,455	1,795,691	2,249,103	0	4,933,661	0
36	2035-36	923,813,759		915,959,459	9,159,595	1,831,919	2,294,478	0	5,033,197	0
37	2036-37	942,290,034		934,435,734	9,344,357	1,868,871	2,340,762	0	5,134,724	0
38	2037-38	961,135,835		953,281,535	9,532,815	1,906,563	2,387,970	0	5,238,282	0
39	2038-39	980,358,552		972,504,252	9,725,043	1,945,009	2,436,123	0	5,343,911	0
40	2039-40	999,965,723		992,111,423	9,921,114	1,984,223	2,485,239	0	5,451,652	0
41	2040-41	1,019,965,037		1,012,110,737	10,121,107	2,024,221	2,535,337	0	5,561,549	0
42	2041-42	1,040,364,338		1,032,510,038	10,325,100	2,065,020	2,586,438	0	5,673,643	0
43	2042-43	1,061,171,625		1,053,317,325	10,533,173	2,106,635	2,638,560	0	5,787,979	0
44	2043-44	1,082,395,057		1,074,540,757	10,745,408	2,149,082	2,691,725	0	5,904,601	0
45	2044-45	1,104,042,958		1,096,188,658	10,961,887	2,192,377	2,745,953	0	6,023,557	0
	Total	31,905,047,768	0	31,551,604,268	315,516,043	63,103,209	79,036,769	0	173,376,065	0

TABLE 10D

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

Tax Increment Projections

SAN BERDARDINO COUNTY AREA

PLAN YR	1 YEAR	2 SECURED & UNSECURED ASSESSED VALUE W/ GROWTH @ 2.00%	3 ASSESSED VALUE INCREASE DUE TO SALES	4 =(2 + 3 - BY) NET INCREMENTAL VALUATION INCREASE	5 =(4 * 1%) ESTIMATED GROSS TAX INCREMENT BASED ON 1% TAX RATE	6 =(5 * 20%) LESS LOW & MODERATE HOUSING SET ASIDE @ 20% OF TI	7 =(5 * 0.27) LESS ALL PASS THROUGHS (Special Dist, Member Juris, & Schools) 27.00%	8 =(4 - 5 - 6)*40% TO MEMBER JURIS-DICTIONS 40%	9 =(4 - 5 - 6)*40% TO SCLA 40%	10 =(4 - 5 - 6)*20% TO PRIOR CONTRIB FUND 20%
BY	1997-98	51,724,800		0	0					
7	2006-07	79,759,991		28,035,191	280,352	56,070	75,695	59,435	59,435	29,717
8	2007-08	81,355,191	3,535,545	33,165,936	331,659	66,332	89,548	70,312	70,312	35,156
9	2008-09	86,588,551		34,863,751	348,638	69,728	94,132	73,911	73,911	36,956
10	2009-10	88,320,322		36,595,522	365,955	73,191	98,808	77,583	77,583	38,791
11	2010-11	90,086,728		38,361,928	383,619	76,724	103,577	81,327	81,327	40,664
12	2011-12	91,888,463		40,163,663	401,637	80,327	108,442	85,147	85,147	42,573
13	2012-13	93,726,232		42,001,432	420,014	84,003	113,404	89,043	89,043	44,522
14	2013-14	95,600,756		43,875,956	438,760	87,752	118,465	93,017	93,017	46,509
15	2014-15	97,512,772		45,787,972	457,880	91,576	123,628	97,070	97,070	48,535
16	2015-16	99,463,027		47,738,227	477,382	95,476	128,893	101,205	101,205	50,603
17	2016-17	101,452,288		49,727,488	497,275	99,455	134,264	105,422	105,422	52,711
19	2018-19	105,550,960		53,826,160	538,262	107,652	145,331	114,111	114,111	57,056
20	2019-20	107,661,979		55,937,179	559,372	111,874	151,030	118,587	118,587	59,293
21	2020-21	109,815,219		58,090,419	580,904	116,181	156,844	123,152	123,152	61,576
22	2021-22	112,011,523		60,286,723	602,867	120,573	162,774	127,808	127,808	63,904
23	2022-23	114,251,754		62,526,954	625,270	125,054	168,823	132,557	132,557	66,279
24	2023-24	116,536,789		64,811,989	648,120	129,624	174,992	137,401	137,401	68,701
25	2024-25	118,867,524		67,142,724	671,427	134,285	181,285	142,343	142,343	71,171
26	2025-26	121,244,875		69,520,075	695,201	139,040	187,704	147,383	147,383	73,691
27	2026-27	123,669,772		71,944,972	719,450	143,890	194,251	152,523	152,523	76,262
28	2027-28	126,143,168		74,418,368	744,184	148,837	200,930	157,767	157,767	78,883
29	2028-29	128,666,031		76,941,231	769,412	153,882	207,741	163,115	163,115	81,558
30	2029-30	131,239,352		79,514,552	795,146	159,029	214,689	168,571	168,571	84,285
31	2030-31	133,864,139		82,139,339	821,393	164,279	221,776	174,135	174,135	87,068
32	2031-32	136,541,422		84,816,622	848,166	169,633	229,005	179,811	179,811	89,906
33	2032-33	139,272,250		87,547,450	875,475	175,095	236,378	185,601	185,601	92,800
34	2033-34	142,057,695		90,332,895	903,329	180,666	243,899	191,506	191,506	95,753
35	2034-35	144,898,849		93,174,049	931,740	186,348	251,570	197,529	197,529	98,764
36	2035-36	147,796,826		96,072,026	960,720	192,144	259,394	203,673	203,673	101,836
37	2036-37	150,752,762		99,027,962	990,280	198,056	267,375	209,939	209,939	104,970
38	2037-38	153,767,818		102,043,018	1,020,430	204,086	275,516	216,331	216,331	108,166
39	2038-39	156,843,174		105,118,374	1,051,184	210,237	283,820	222,851	222,851	111,425
40	2039-40	159,980,038		108,255,238	1,082,552	216,510	292,289	229,501	229,501	114,751
41	2040-41	163,179,638		111,454,838	1,114,548	222,910	300,928	236,284	236,284	118,142
42	2041-42	166,443,231		114,718,431	1,147,184	229,437	309,740	243,203	243,203	121,602
43	2042-43	169,772,096		118,047,296	1,180,473	236,095	318,728	250,260	250,260	125,130
44	2043-44	173,167,538		121,442,738	1,214,427	242,885	327,895	257,459	257,459	128,729
45	2044-45	176,630,888		124,906,088	1,249,061	249,812	337,246	264,801	264,801	132,400
	Total	4,915,896,061	3,535,545	2,850,439,606	28,504,396	5,700,879	7,696,187	6,042,932	6,042,932	3,021,466

TABLE 10E

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

Tax Increment Projections

APPLE VALLEY AREA

PLAN YR	1 YEAR	2 SECURED & UNSECURED ASSESSED VALUE W/ GROWTH @ 2.00%	3 ASSESSED VALUE INCREASE DUE TO SALES	= (2+3) TOTAL ASSESSED VALUE	4 =(3 + - BY) NET INCREMENTAL VALUATION INCREASE	5 =(4 * 1%) ESTIMATED GROSS TAX INCREMENT BASED ON 1% TAX RATE	6 =(5 * 20%) LESS LOW & MODERATE HOUSING SET ASIDE @ 20% OF TI	7 =(5 * 0.27) LESS ALL PASS THROUGHS (Special Dist, Member Juris, & Schools) 27.00%	8 =(4 - 5 - 6)*40% TO MEMBER JURIS-DICTIONS 40%	9 =(4 - 5 - 6)*40% TO SCLA 40%	10 =(4 - 5 - 6)*20% TO PRIOR CONTRIB FUND 20%
BY	1997-98	436,031,300		436,031,300	0	0					
7	2006-07	895,985,936		895,985,936	459,954,636	4,599,546	919,909	1,241,878	975,104	975,104	487,552
8	2007-08	913,905,655	35,727,391	949,633,046	513,601,746	5,136,017	1,027,203	1,386,725	1,088,836	1,088,836	544,418
9	2008-09	968,625,707		968,625,707	532,594,407	5,325,944	1,065,189	1,438,005	1,129,100	1,129,100	564,550
10	2009-10	987,998,221		987,998,221	551,966,921	5,519,669	1,103,934	1,490,311	1,170,170	1,170,170	585,085
11	2010-11	1,007,758,185		1,007,758,185	571,726,885	5,717,269	1,143,454	1,543,663	1,212,061	1,212,061	606,030
12	2011-12	1,027,913,349		1,027,913,349	591,882,049	5,918,820	1,183,764	1,598,082	1,254,790	1,254,790	627,395
13	2012-13	1,048,471,616		1,048,471,616	612,440,316	6,124,403	1,224,881	1,653,589	1,298,373	1,298,373	649,187
14	2013-14	1,069,441,048		1,069,441,048	633,409,748	6,334,097	1,266,819	1,710,206	1,342,829	1,342,829	671,414
15	2014-15	1,090,829,869		1,090,829,869	654,798,569	6,547,986	1,309,597	1,767,956	1,388,173	1,388,173	694,086
16	2015-16	1,112,646,467		1,112,646,467	676,615,167	6,766,152	1,353,230	1,826,861	1,434,424	1,434,424	717,212
17	2016-17	1,134,899,396		1,134,899,396	698,868,096	6,988,681	1,397,736	1,886,944	1,481,600	1,481,600	740,800
18	2017-18	1,157,597,384		1,157,597,384	721,566,084	7,215,661	1,443,132	1,948,228	1,529,720	1,529,720	764,860
19	2018-19	1,180,749,331		1,180,749,331	744,718,031	7,447,180	1,489,436	2,010,739	1,578,802	1,578,802	789,401
20	2019-20	1,204,364,318		1,204,364,318	768,333,018	7,683,330	1,536,666	2,074,499	1,628,866	1,628,866	814,433
21	2020-21	1,228,451,604		1,228,451,604	792,420,304	7,924,203	1,584,841	2,139,535	1,679,931	1,679,931	839,966
22	2021-22	1,253,020,637		1,253,020,637	816,989,337	8,169,893	1,633,979	2,205,871	1,732,017	1,732,017	866,009
23	2022-23	1,278,081,049		1,278,081,049	842,049,749	8,420,497	1,684,099	2,273,534	1,785,145	1,785,145	892,573
24	2023-24	1,303,642,670		1,303,642,670	867,611,370	8,676,114	1,735,223	2,342,551	1,839,336	1,839,336	919,668
25	2024-25	1,329,715,524		1,329,715,524	893,684,224	8,936,842	1,787,368	2,412,947	1,894,611	1,894,611	947,305
26	2025-26	1,356,309,834		1,356,309,834	920,278,534	9,202,785	1,840,557	2,484,752	1,950,990	1,950,990	975,495
27	2026-27	1,383,436,031		1,383,436,031	947,404,731	9,474,047	1,894,809	2,557,993	2,008,498	2,008,498	1,004,249
28	2027-28	1,411,104,751		1,411,104,751	975,073,451	9,750,735	1,950,147	2,632,698	2,067,156	2,067,156	1,033,578
29	2028-29	1,439,326,846		1,439,326,846	1,003,295,546	10,032,955	2,006,591	2,708,898	2,126,987	2,126,987	1,063,493
30	2029-30	1,468,113,383		1,468,113,383	1,032,082,083	10,320,821	2,064,164	2,786,622	2,188,014	2,188,014	1,094,007
31	2030-31	1,497,475,651		1,497,475,651	1,061,444,351	10,614,444	2,122,889	2,865,900	2,250,262	2,250,262	1,125,131
32	2031-32	1,527,425,164		1,527,425,164	1,091,393,864	10,913,939	2,182,788	2,946,763	2,313,755	2,313,755	1,156,877
33	2032-33	1,557,973,667		1,557,973,667	1,121,942,367	11,219,424	2,243,885	3,029,244	2,378,518	2,378,518	1,189,259
34	2033-34	1,589,133,141		1,589,133,141	1,153,101,841	11,531,018	2,306,204	3,113,375	2,444,576	2,444,576	1,222,288
35	2034-35	1,620,915,804		1,620,915,804	1,184,884,504	11,848,845	2,369,769	3,199,188	2,511,955	2,511,955	1,255,978
36	2035-36	1,653,334,120		1,653,334,120	1,217,302,820	12,173,028	2,434,606	3,286,718	2,580,682	2,580,682	1,290,341
37	2036-37	1,686,400,802		1,686,400,802	1,250,369,502	12,503,695	2,500,739	3,375,998	2,650,783	2,650,783	1,325,392
38	2037-38	1,720,128,818		1,720,128,818	1,284,097,518	12,840,975	2,568,195	3,467,063	2,722,287	2,722,287	1,361,143
39	2038-39	1,754,531,394		1,754,531,394	1,318,500,094	13,185,001	2,637,000	3,559,950	2,795,220	2,795,220	1,397,610
40	2039-40	1,789,622,022		1,789,622,022	1,353,590,722	13,535,907	2,707,181	3,654,695	2,869,612	2,869,612	1,434,806
41	2040-41	1,825,414,463		1,825,414,463	1,389,383,163	13,893,832	2,778,766	3,751,335	2,945,492	2,945,492	1,472,746
42	2041-42	1,861,922,752		1,861,922,752	1,425,891,452	14,258,915	2,851,783	3,849,907	3,022,890	3,022,890	1,511,445
43	2042-43	1,899,161,207		1,899,161,207	1,463,129,907	14,631,299	2,926,260	3,950,451	3,101,835	3,101,835	1,550,918
44	2043-44	1,937,144,431		1,937,144,431	1,501,113,131	15,011,131	3,002,226	4,053,005	3,182,360	3,182,360	1,591,180
45	2044-45	1,975,887,320		1,975,887,320	1,539,856,020	15,398,560	3,079,712	4,157,611	3,264,495	3,264,495	1,632,247
	Total	54,868,545,767	35,727,391	54,904,273,158	37,463,021,158	374,630,212	74,926,042	101,150,157	79,421,605	79,421,605	39,710,802

TABLE 10F

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

Tax Increment Projections

HESPERIA AREA

PLAN YR	1 YEAR	2 SECURED & UNSECURED ASSESSED VALUE W/ GROWTH @ 2.00%	3 ASSESSED VALUE INCREASE DUE TO SALES	4 =(2 + 3 - BY) NET INCREMENTAL VALUATION INCREASE	5 =(4 * 1%) ESTIMATED GROSS TAX INCREMENT BASED ON 1% TAX RATE	6 =(5 * 20%) LESS LOW & MODERATE HOUSING SET ASIDE @ 20% OF TI	7 =(5 * 0.301) LESS ALL PASS THROUGHS (Special Dist, Member Juris, & Schools) 30.10%	8 =(4 - 5 - 6)*40% TO MEMBER JURIS-DICTIONS 40%	9 =(4 - 5 - 6)*40% TO SCLA 40%	10 =(4 - 5 - 6)*20% TO PRIOR CONTRIB FUND 20%
BY	1997-98	122,199,200		0	0					
7	2006-07	248,417,705		126,218,505	1,262,185	252,437	379,918	251,932	251,932	125,966
8	2007-08	253,386,059	17,269,839	148,456,698	1,484,567	296,913	446,855	296,320	296,320	148,160
9	2008-09	276,069,016		153,869,816	1,538,698	307,740	463,148	307,124	307,124	153,562
10	2009-10	281,590,396		159,391,196	1,593,912	318,782	479,768	318,145	318,145	159,072
11	2010-11	287,222,204		165,023,004	1,650,230	330,046	496,719	329,386	329,386	164,693
12	2011-12	292,966,648		170,767,448	1,707,674	341,535	514,010	340,852	340,852	170,426
13	2012-13	298,825,981		176,626,781	1,766,268	353,254	531,647	352,547	352,547	176,274
14	2013-14	304,802,501		182,603,301	1,826,033	365,207	549,636	364,476	364,476	182,238
15	2014-15	310,898,551		188,699,351	1,886,994	377,399	567,985	376,644	376,644	188,322
16	2015-16	317,116,522		194,917,322	1,949,173	389,835	586,701	389,055	389,055	194,527
17	2016-17	323,458,852		201,259,652	2,012,597	402,519	605,792	401,714	401,714	200,857
18	2017-18	329,928,030		207,728,830	2,077,288	415,458	625,264	414,627	414,627	207,313
19	2018-19	336,526,590		214,327,390	2,143,274	428,655	645,125	427,797	427,797	213,899
20	2019-20	343,257,122		221,057,922	2,210,579	442,116	665,384	441,232	441,232	220,616
21	2020-21	350,122,264		227,923,064	2,279,231	455,846	686,048	454,934	454,934	227,467
22	2021-22	357,124,710		234,925,510	2,349,255	469,851	707,126	468,911	468,911	234,456
23	2022-23	364,267,204		242,068,004	2,420,680	484,136	728,625	483,168	483,168	241,584
24	2023-24	371,552,548		249,353,348	2,493,533	498,707	750,554	497,709	497,709	248,855
25	2024-25	378,983,599		256,784,399	2,567,844	513,569	772,921	512,542	512,542	256,271
26	2025-26	386,563,271		264,364,071	2,643,641	528,728	795,736	527,671	527,671	263,835
27	2026-27	394,294,536		272,095,336	2,720,953	544,191	819,007	543,102	543,102	271,551
28	2027-28	402,180,427		279,981,227	2,799,812	559,962	842,743	558,843	558,843	279,421
29	2028-29	410,224,036		288,024,836	2,880,248	576,050	866,955	574,898	574,898	287,449
30	2029-30	418,428,516		296,229,316	2,962,293	592,459	891,650	591,274	591,274	295,637
31	2030-31	426,797,087		304,597,887	3,045,979	609,196	916,840	607,977	607,977	303,989
32	2031-32	435,333,028		313,133,828	3,131,338	626,268	942,533	625,015	625,015	312,508
33	2032-33	444,039,689		321,840,489	3,218,405	643,681	968,740	642,394	642,394	321,197
34	2033-34	452,920,483		330,721,283	3,307,213	661,443	995,471	660,120	660,120	330,060
35	2034-35	461,978,892		339,779,692	3,397,797	679,559	1,022,737	678,200	678,200	339,100
36	2035-36	471,218,470		349,019,270	3,490,193	698,039	1,050,548	696,642	696,642	348,321
37	2036-37	480,642,840		358,443,640	3,584,436	716,887	1,078,915	715,454	715,454	357,727
38	2037-38	490,255,696		368,056,496	3,680,565	736,113	1,107,850	734,641	734,641	367,320
39	2038-39	500,060,810		377,861,610	3,778,616	755,723	1,137,363	754,212	754,212	377,106
40	2039-40	510,062,026		387,862,826	3,878,628	775,725	1,167,467	774,174	774,174	387,087
41	2040-41	520,263,267		398,064,067	3,980,641	796,128	1,198,173	794,536	794,536	397,268
42	2041-42	530,668,532		408,469,332	4,084,693	816,939	1,229,493	815,305	815,305	407,652
43	2042-43	541,281,903		419,082,703	4,190,827	838,165	1,261,439	836,489	836,489	418,245
44	2043-44	552,107,541		429,908,341	4,299,083	859,817	1,294,024	858,097	858,097	429,049
45	2044-45	563,149,692		440,950,492	4,409,505	881,901	1,327,261	880,137	880,137	440,069
	Total	15,623,670,746	17,269,839	10,752,972,585	107,529,726	21,505,945	32,366,447	21,462,933	21,462,933	10,731,467

TABLE 10G

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

Tax Increment Projections

ADELANTO AREA

PLAN YR	1 YEAR	2 SECURED & UNSECURED ASSESSED VALUE W/ GROWTH @ 2.00%	3 ASSESSED VALUE INCREASE DUE TO SALES	4 =(2 + 3 - BY) NET INCREMENTAL VALUATION INCREASE	5 =(4 * 1%) ESTIMATED GROSS TAX INCREMENT BASED ON 1% TAX RATE	6 =(5 * 20%) LESS LOW & MODERATE HOUSING SET ASIDE @ 20% OF TI	7 =(5 * 0.2) LESS ALL PASS THROUGHS (Statutory) 20.00%	8 =(4 - 5 - 6)*40% TO MEMBER JURIS-DICTIONS 25%	9 =(4 - 5 - 6)*40% TO SCLA 50%	10 =(4 - 5 - 6)*20% TO PRIOR CONTRIB FUND 25%
BY	1997-98	14,452,400		0	0					
7	2006-07	38,241,439		23,789,039	237,890	47,578	47,578	35,684	71,367	35,684
8	2007-08	39,006,268	2,853,956	27,407,824	274,078	54,816	54,816	41,112	82,223	41,112
9	2008-09	42,697,428		28,245,028	282,450	56,490	56,490	42,368	84,735	42,368
10	2009-10	43,551,377		29,098,977	290,990	58,198	58,198	43,648	87,297	43,648
11	2010-11	44,422,404		29,970,004	299,700	59,940	61,403	44,589	89,178	44,589
12	2011-12	45,310,852		30,858,452	308,585	61,717	64,673	45,549	91,097	45,549
13	2012-13	46,217,069		31,764,669	317,647	63,529	68,008	46,527	93,055	46,527
14	2013-14	47,141,411		32,689,011	326,890	65,378	71,409	47,526	95,051	47,526
15	2014-15	48,084,239		33,631,839	336,318	67,264	74,879	48,544	97,088	48,544
16	2015-16	49,045,924		34,593,524	345,935	69,187	78,418	49,583	99,165	49,583
17	2016-17	50,026,842		35,574,442	355,744	71,149	82,028	50,642	101,284	50,642
18	2017-18	51,027,379		36,574,979	365,750	73,150	85,710	51,723	103,445	51,723
19	2018-19	52,047,927		37,595,527	375,955	75,191	89,465	52,825	105,649	52,825
20	2019-20	53,088,885		38,636,485	386,365	77,273	93,296	53,949	107,898	53,949
21	2020-21	54,150,663		39,698,263	396,983	79,397	97,203	55,096	110,191	55,096
22	2021-22	55,233,676		40,781,276	407,813	81,563	101,189	56,265	112,531	56,265
23	2022-23	56,338,350		41,885,950	418,859	83,772	105,254	57,458	114,917	57,458
24	2023-24	57,465,117		43,012,717	430,127	86,025	109,401	58,675	117,351	58,675
25	2024-25	58,614,419		44,162,019	441,620	88,324	113,630	59,917	119,833	59,917
26	2025-26	59,786,708		45,334,308	453,343	90,669	117,944	61,183	122,365	61,183
27	2026-27	60,982,442		46,530,042	465,300	93,060	122,344	62,474	124,948	62,474
28	2027-28	62,202,091		47,749,691	477,497	95,499	126,833	63,791	127,582	63,791
29	2028-29	63,446,132		48,993,732	489,937	97,987	131,411	65,135	130,270	65,135
30	2029-30	64,715,055		50,262,655	502,627	100,525	136,080	66,505	133,010	66,505
31	2030-31	66,009,356		51,556,956	515,570	103,114	142,293	67,541	135,081	67,541
32	2031-32	67,329,543		52,877,143	528,771	105,754	148,630	68,597	137,194	68,597
33	2032-33	68,676,134		54,223,734	542,237	108,447	155,093	69,674	139,348	69,674
34	2033-34	70,049,657		55,597,257	555,973	111,195	161,686	70,773	141,546	70,773
35	2034-35	71,450,650		56,998,250	569,982	113,996	168,411	71,894	143,787	71,894
36	2035-36	72,879,663		58,427,263	584,273	116,855	175,270	73,037	146,074	73,037
37	2036-37	74,337,256		59,884,856	598,849	119,770	182,267	74,203	148,406	74,203
38	2037-38	75,824,001		61,371,601	613,716	122,743	189,403	75,392	150,785	75,392
39	2038-39	77,340,481		62,888,081	628,881	125,776	196,682	76,606	153,211	76,606
40	2039-40	78,887,291		64,434,891	644,349	128,870	204,107	77,843	155,686	77,843
41	2040-41	80,465,037		66,012,637	660,126	132,025	211,680	79,105	158,210	79,105
42	2041-42	82,074,337		67,621,937	676,219	135,244	219,405	80,393	160,785	80,393
43	2042-43	83,715,824		69,263,424	692,634	138,527	227,284	81,706	163,412	81,706
44	2043-44	85,390,141		70,937,741	709,377	141,875	235,321	83,045	166,091	83,045
45	2044-45	87,097,944		72,645,544	726,455	145,291	243,518	84,412	168,823	84,412
	Total	2,148,453,504	2,853,956	1,616,568,660	16,165,687	3,233,137	4,314,254	2,154,574	4,309,147	2,154,574

TABLE 10H

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

Tax Increment Projections

VICTORIVILLE ADDED AREA

PLAN YR	1 YEAR	2 SECURED & UNSECURED ASSESSED VALUE W/ GROWTH @ 2.00%	3 ASSESSED VALUE INCREASE DUE TO SALES	4 =(2 + 3 - BY) NET INCREMENTAL VALUATION INCREASE	5 =(4 * 1%) ESTIMATED GROSS TAX INCREMENT BASED ON 1% TAX RATE	6 =(5 * 20%) LESS LOW & MODERATE HOUSING SET ASIDE @ 20% OF TI	7 =(5 * 0.2) LESS ALL PASS THROUGHS (Statutory) 20.00%	8 =(4 - 5 - 6)*40% TO MEMBER JURIS-DICTIONS 40%	9 =(4 - 5 - 6)*40% TO SCLA 40%	10 =(4 - 5 - 6)*20% TO PRIOR CONTRIB FUND 10%
BY	1997-98	1,372,000		0	0					
7	2006-07	2,176,630		804,630	8,046	1,609	1,609	1,931	1,931	483
8	2007-08	2,220,163	515,973	1,364,136	13,641	2,728	2,728	3,274	3,274	818
9	2008-09	2,790,858		1,418,858	14,189	2,838	2,838	3,405	3,405	851
10	2009-10	2,846,675		1,474,675	14,747	2,949	2,949	3,539	3,539	885
11	2010-11	2,903,609		1,531,609	15,316	3,063	3,159	3,638	3,638	909
12	2011-12	2,961,681		1,589,681	15,897	3,179	3,373	3,738	3,738	934
13	2012-13	3,020,915		1,648,915	16,489	3,298	3,591	3,840	3,840	960
14	2013-14	3,081,333		1,709,333	17,093	3,419	3,813	3,945	3,945	986
15	2014-15	3,142,960		1,770,960	17,710	3,542	4,040	4,051	4,051	1,013
16	2015-16	3,205,819		1,833,819	18,338	3,668	4,271	4,160	4,160	1,040
17	2016-17	3,269,935		1,897,935	18,979	3,796	4,507	4,271	4,271	1,068
18	2017-18	3,335,334		1,963,334	19,633	3,927	4,748	4,384	4,384	1,096
19	2018-19	3,402,041		2,030,041	20,300	4,060	4,993	4,499	4,499	1,125
20	2019-20	3,470,082		2,098,082	20,981	4,196	5,243	4,616	4,616	1,154
21	2020-21	3,539,483		2,167,483	21,675	4,335	5,499	4,736	4,736	1,184
22	2021-22	3,610,273		2,238,273	22,383	4,477	5,759	4,859	4,859	1,215
23	2022-23	3,682,478		2,310,478	23,105	4,621	6,025	4,983	4,983	1,246
24	2023-24	3,756,128		2,384,128	23,841	4,768	6,296	5,111	5,111	1,278
25	2024-25	3,831,250		2,459,250	24,593	4,919	6,573	5,241	5,241	1,310
26	2025-26	3,907,875		2,535,875	25,359	5,072	6,855	5,373	5,373	1,343
27	2026-27	3,986,033		2,614,033	26,140	5,228	7,142	5,508	5,508	1,377
28	2027-28	4,065,754		2,693,754	26,938	5,388	7,436	5,646	5,646	1,411
29	2028-29	4,147,069		2,775,069	27,751	5,550	7,735	5,786	5,786	1,447
30	2029-30	4,230,010		2,858,010	28,580	5,716	8,040	5,930	5,930	1,482
31	2030-31	4,314,610		2,942,610	29,426	5,885	8,446	6,038	6,038	1,509
32	2031-32	4,400,902		3,028,902	30,289	6,058	8,860	6,148	6,148	1,537
33	2032-33	4,488,920		3,116,920	31,169	6,234	9,283	6,261	6,261	1,565
34	2033-34	4,578,699		3,206,699	32,067	6,413	9,714	6,376	6,376	1,594
35	2034-35	4,670,273		3,298,273	32,983	6,597	10,153	6,493	6,493	1,623
36	2035-36	4,763,678		3,391,678	33,917	6,783	10,602	6,613	6,613	1,653
37	2036-37	4,858,952		3,486,952	34,870	6,974	11,059	6,735	6,735	1,684
38	2037-38	4,956,131		3,584,131	35,841	7,168	11,525	6,859	6,859	1,715
39	2038-39	5,055,254		3,683,254	36,833	7,367	12,001	6,986	6,986	1,746
40	2039-40	5,156,359		3,784,359	37,844	7,569	12,486	7,115	7,115	1,779
41	2040-41	5,259,486		3,887,486	38,875	7,775	12,982	7,247	7,247	1,812
42	2041-42	5,364,675		3,992,675	39,927	7,985	13,486	7,382	7,382	1,845
43	2042-43	5,471,969		4,099,969	41,000	8,200	14,001	7,519	7,519	1,880
44	2043-44	5,581,408		4,209,408	42,094	8,419	14,527	7,659	7,659	1,915
45	2044-45	5,693,037		4,321,037	43,210	8,642	15,063	7,802	7,802	1,951
	Total	140,628,957	515,973	90,380,930	903,809	180,762	251,428	188,648	188,648	47,162

TABLE 10I

VICTOR VALLEY REDEVELOPMENT PROJECT AREA

Tax Increment Projections

SAN BERNARDINO COUNTY ADDED AREA

PLAN YR	1 YEAR	2 SECURED & UNSECURED ASSESSED VALUE W/ GROWTH @ 2.00%	3 ASSESSED VALUE INCREASE DUE TO SALES	4 =(2 + 3 - BY) NET INCREMENTAL VALUATION INCREASE	5 =(4 * 1%) ESTIMATED GROSS TAX INCREMENT BASED ON 1% TAX RATE	6 =(5 * 20%) LESS LOW & MODERATE HOUSING SET ASIDE @ 20% OF TI	7 =(5 * 0.2) LESS ALL PASS THROUGHS (Statutory) 20.00%	8 =(4 - 5 - 6)*40% TO MEMBER JURIS-DICTIONS 25%	9 =(4 - 5 - 6)*40% TO SCLA 50%	10 =(4 - 5 - 6)*20% TO PRIOR CONTRIB FUND 25%
BY	1997-98	9,132,400		0	0					
7	2006-07	14,956,304		5,823,904	58,239	11,648	11,648	8,736	17,472	8,736
8	2007-08	15,255,430	2,535,813	8,658,843	86,588	17,318	17,318	12,988	25,977	12,988
9	2008-09	18,147,068		9,014,668	90,147	18,029	18,029	13,522	27,044	13,522
10	2009-10	18,510,009		9,377,609	93,776	18,755	18,755	14,066	28,133	14,066
11	2010-11	18,880,209		9,747,809	97,478	19,496	20,118	14,466	28,932	14,466
12	2011-12	19,257,814		10,125,414	101,254	20,251	21,507	14,874	29,748	14,874
13	2012-13	19,642,970		10,510,570	105,106	21,021	22,925	15,290	30,580	15,290
14	2013-14	20,035,829		10,903,429	109,034	21,807	24,370	15,714	31,429	15,714
15	2014-15	20,436,546		11,304,146	113,041	22,608	25,845	16,147	32,294	16,147
16	2015-16	20,845,277		11,712,877	117,129	23,426	27,349	16,589	33,177	16,589
17	2016-17	21,262,182		12,129,782	121,298	24,260	28,883	17,039	34,078	17,039
18	2017-18	21,687,426		12,555,026	125,550	25,110	30,448	17,498	34,996	17,498
19	2018-19	22,121,175		12,988,775	129,888	25,978	32,044	17,966	35,933	17,966
20	2019-20	22,563,598		13,431,198	134,312	26,862	33,672	18,444	36,889	18,444
21	2020-21	23,014,870		13,882,470	138,825	27,765	35,333	18,932	37,863	18,932
22	2021-22	23,475,167		14,342,767	143,428	28,686	37,027	19,429	38,858	19,429
23	2022-23	23,944,671		14,812,271	148,123	29,625	38,755	19,936	39,872	19,936
24	2023-24	24,423,564		15,291,164	152,912	30,582	40,517	20,453	40,906	20,453
25	2024-25	24,912,035		15,779,635	157,796	31,559	42,315	20,981	41,961	20,981
26	2025-26	25,410,276		16,277,876	162,779	32,556	44,148	21,519	43,037	21,519
27	2026-27	25,918,482		16,786,082	167,861	33,572	46,018	22,068	44,135	22,068
28	2027-28	26,436,851		17,304,451	173,045	34,609	47,926	22,627	45,255	22,627
29	2028-29	26,965,588		17,833,188	178,332	35,666	49,872	23,198	46,397	23,198
30	2029-30	27,504,900		18,372,500	183,725	36,745	51,856	23,781	47,562	23,781
31	2030-31	28,054,998		18,922,598	189,226	37,845	54,497	24,221	48,442	24,221
32	2031-32	28,616,098		19,483,698	194,837	38,967	57,190	24,670	49,340	24,670
33	2032-33	29,188,420		20,056,020	200,560	40,112	59,937	25,128	50,255	25,128
34	2033-34	29,772,188		20,639,788	206,398	41,280	62,739	25,595	51,189	25,595
35	2034-35	30,367,632		21,235,232	212,352	42,470	65,598	26,071	52,142	26,071
36	2035-36	30,974,985		21,842,585	218,426	43,685	68,513	26,557	53,114	26,557
37	2036-37	31,594,485		22,462,085	224,621	44,924	71,486	27,053	54,105	27,053
38	2037-38	32,226,374		23,093,974	230,940	46,188	74,519	27,558	55,116	27,558
39	2038-39	32,870,902		23,738,502	237,385	47,477	77,613	28,074	56,147	28,074
40	2039-40	33,528,320		24,395,920	243,959	48,792	80,769	28,600	57,199	28,600
41	2040-41	34,198,886		25,066,486	250,665	50,133	83,988	29,136	58,272	29,136
42	2041-42	34,882,864		25,750,464	257,505	51,501	87,271	29,683	59,367	29,683
43	2042-43	35,580,521		26,448,121	264,481	52,896	90,619	30,241	60,483	30,241
44	2043-44	36,292,132		27,159,732	271,597	54,319	94,035	30,811	61,621	30,811
45	2044-45	37,017,974		27,885,574	278,856	55,771	97,519	31,391	62,783	31,391
	Total	916,840,699	2,535,813	581,477,712	5,814,777	1,162,955	1,622,447	757,344	1,514,687	757,344

EXHIBIT "F"

MODEL FRANCHISE AGREEMENT

NON-EXCLUSIVE FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF VICTORVILLE

AND

FOR

INTEGRATED SOLID WASTE

MANAGEMENT SERVICES

* * *

EXHIBIT "F"

NON-EXCLUSIVE FRANCHISE AGREEMENT
BY AND BETWEEN
WASTE AND RECYCLING SERVICES, LLC
AND
CITY OF VICTORVILLE
FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES

This Non-Exclusive Franchise Agreement for Integrated Solid Waste Management Services, ("Agreement") is entered into this ____ day of _____, 2007, by and between the City of Victorville, a municipal corporation located in the County of San Bernardino ("City of Victorville"), and _____, a California limited liability corporation (the "Company").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et. seq.) ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions to meet the goals and requirements of AB 939; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City of Victorville has determined that the public health, safety, and well-being require that a Franchise be entered into with a qualified company for the collection, transportation, recycling, processing, and disposal of solid waste and other services to meet the goals and requirements of AB 939; and,

WHEREAS, in addition to waste diversion purposes, the City of Victorville experiences significant accumulation of roadside litter and accumulation of debris and refuse on vacant property within the City of Victorville's jurisdictional boundaries; and

WHEREAS, the Company agrees to and acknowledges that it shall properly collect, transport, recycle, process and dispose of all solid waste collected in the City of Victorville pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City of Victorville and the Company (collectively referred to herein as the "Parties") hereto desire to enter into this Agreement for the collection, transportation, recycling, processing and disposal of solid waste located within the jurisdictional boundaries of the City of Victorville; and

NOW, THEREFORE, in consideration of the Recitals stated above, for good and valuable consideration, and of the terms, conditions, covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

Whenever any term used in this Agreement has been defined by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

Except as provided in Article 1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

1.1 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et. seq.), as it may be amended from time to time.

1.2 Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to the Company by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" the Company and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which the Company owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in the Company and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in the Company. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this section and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

1.3 Agreement

"Agreement" means this Non-Exclusive Franchise Agreement for Integrated Solid Waste Management Services between the City of Victorville and the Company for the Collection, transportation, Recycling, processing and Disposal of Solid Waste located within the jurisdictional boundaries of the City of Victorville, and other services related to meeting the goals and requirements of AB 939, including all exhibits and attachments, and any amendments thereto.

1.4 Billings

"Billings" means any and all statements of charges for services rendered, howsoever made, described or designated by the City of Victorville or the Company, or made by others for the City of Victorville or the Company, to Persons responsible for arranging for Solid Waste removal in accordance with the purposes of this Agreement.

1.5 Bin

"Bin" means a metal container with hinged lids and wheels serviced by a front-end loading truck with a capacity of 1.5 to 8 cubic yards.

1.6 Bulky Items

"Bulky Items" means furniture, household appliances including, but not limited to, stoves, refrigerators, water heaters, washing machines, containers and other large bulky or heavy objects not normally discarded on a regular basis.

1.7 Can

"Can" means a Solid Waste receptacle provided by the Customer and serviced by manual Collection.

1.8 Cart

"Cart" means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated side-loading truck with a capacity of no less that 30 and no greater than 101 gallons.

1.9 Collect/Collection

"Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste within and from the City of Victorville.

1.10 Company

"Company" means Waste and Recycling Services, LLC, a limited liability corporation organized and operating under the laws of the State of California, and its officers, directors, employees, agents, companies and Subcontractors.

1.11 Company Compensation

"Company Compensation" means the revenue received by the Company from Billings in return for providing services in accordance with this Agreement and any amendments to this Agreement.

1.12 Construction and Demolition ("C & D") Waste

"Construction and Demolition Waste" means used or discarded building materials, rubble and packaging resulting from the construction, alteration, repair, moving, remodeling and demolition operations of all building and structures including those accessory thereto, pavement and concrete.

1.13 Containers

"Containers" means any and all types of Solid Waste receptacles, including Cans, Carts, Bins, Roll-off Boxes, and receptacles provided by Customers or the Company.

1.14 Commercial Customer

"Commercial Customer" means that Customer receiving services other than for a Residential Property.

1.15 Commercial Property

"Commercial Property" shall mean all Commercial, Industrial, Institutional or other facilities including, but not limited to, stores and offices, which provide goods or services and, for purposes of this Agreement, dwelling units in residential developments wherein such dwelling units are not provided individual collection services not individually billed as a Customer of the Company, but are instead serviced through central Collection by bin roll-off and/or compactor and billed by a Homeowner's Association or a property manager.

1.16 Customer

"Customer" means the Owner or occupant of any Premises or the Person having the care and control of any Premises in the City of Victorville who receives Refuse Collection service from the Company.

1.17 Disposal

"Disposal" means the ultimate disposition of Solid Waste collected by the Company at a landfill in full regulatory compliance.

1.18 Disposal Cost

"Disposal Cost" means the portion of the fee charged to the Customer that represents the cost of final Disposal of the Refuse collected.

1.19 Disposal Site(s)

"Disposal Site(s)" mean the Solid Waste handling Facility or Facilities utilized for the ultimate Disposal of Solid Waste collected by the Company, as agreed to by the Company and the City of Victorville.

1.20 City of Victorville

"City of Victorville" means the City of Victorville, its directors, officers and assigns. The City Council may delegate, in writing, authority to the City of Victorville Manager, and/or to other employees of the City of Victorville and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. The Company may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

1.21 City of Victorville Manager

"City of Victorville Manager" means the City of Victorville Manager, or his designee, of the City of Victorville.

1.22 Effective Date

"Effective Date" means the date this Agreement shall be deemed effective and enforceable between the Parties, as defined in Section 2.3.

1.23 Environmental Laws

"Environmental Laws" means all federal and state statutes, county, and local ordinances concerning public health, safety and the Environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et. seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et. seq.; the Federal Clean Water Act, 33 USC §1251 et. seq.; the Toxic Substances Control Act, 15 USC §1601 et. seq.; the Occupational Safety and Health Act, 29 USC §651 et. seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et. seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et. seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et. seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et. seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

1.24 Facility

"Facility" means any plant or site, owned or leased and maintained, operated or used by the Company for purposes of performing under this Agreement.

1.25 Franchise

"Franchise" means the non-exclusive right granted by the City of Victorville to provide Solid Waste services within the City of Victorville.

1.26 Franchise Fee

"Franchise Fee" means the fee paid by the Company to the City of Victorville, or retained by the City of Victorville from service fees remitted to the City of Victorville, for the right to hold the Franchise granted by this Agreement.

1.27 Greenwaste

"Greenwaste" means leaves, grass, weeds, and wood materials from trees and shrubs (not more than six (6) inches in diameter or forty-eight (48) inches in length) and similar materials generated at the Premises.

1.28 Gross Receipts

"Gross Receipts" means any and all revenues, receipts, or compensation in any form received by the Company or its subsidiaries, parent companies or other Affiliates of the Company, for the Collection and transportation of Solid Waste pursuant to this Agreement, including, but not limited to, monthly Customer fees for Collection of Solid Waste, without subtracting Franchise Fees or any other cost of doing business. Sales revenue from the sale of Recyclable Material is included in Gross Receipts; revenue generated from as the operator/owner of landfills and/or transfer stations are excluded to the extent the fees charged this Agreement for such services are no more than the fair market value for such expenses. "Gross Receipts" does include disposal charges, tipping fees, Disposal Costs, AB 939 charges.

1.29 Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601. et. seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802 et. seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et. seq.; (iv) the Clean Water Act, 33 USC §1251 et. seq.; (v) California Health and Safety Code §§25115-25117, 25249.8,25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 or (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated hereunder to such enumerated statutes or acts currently existing or

hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental Laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.30 Hazardous Waste

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901), all future amendments thereto, and all rules and regulations promulgated thereunder.

1.31 Holiday

"Holiday" means January 1, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, and Christmas Day.

1.32 Household Hazardous Waste (HHW)

"Household Hazardous Waste" means Hazardous Waste generated at Residential Premises.

1.33 Owner

"Owner" means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Collection service is to be provided under this Agreement or the Person holding legal title to the Disposal Site, depending upon the context used in this Agreement.

1.34 Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of San Bernardino, town, the City of Victorville, or special purpose City of Victorville.

1.35 Premises or Property

"Premises" or "Property" means any land or building in the City of Victorville where Solid Waste is generated or accumulated.

1.36 Rate Year

"Rate Year" means the twelve month period from July 1st to June 30th, for each year of the Agreement.

1.37 Recycling

"Recycling" means any process by which materials which would otherwise become Solid Waste are collected (source-separated, co-mingled, or as mixed waste), separated and/or processed and returned to the economic mainstream in the form of raw materials or products or materials which are otherwise salvaged or recovered for reuse.

1.38 Recyclable Materials/Recyclables

"Recyclable Materials" and "Recyclables" means residential, commercial or industrial Source Separated by-products of some potential economic value, set aside, handled, packaged, or offered for Collection in a manner different from Refuse.

1.39 Refuse

"Refuse" means putrescible and non-putrescible solid waste or debris, except sewage, whether combustible or non-combustible.

1.40 Residential Customer

"Residential Customer" means that Customer receiving services for a Residential Property.

1.41 Residential Property

"Residential Property" means property used for residential purposes, including both single-family and apartment dwelling units, irrespective of whether such dwelling units are rental units or are owner-occupied.

1.42 Roll-off Box

"Roll-off Box" means an open-top metal container serviced by a roll-off truck with a capacity of 10 to 50 cubic yards.

1.43 Solid Waste

"Solid Waste" means all putrescible and non-putrescible residential, commercial, and industrial Refuse, Recyclable Material, and Greenwaste, and as otherwise defined in Public Resources Code §40191. Any material that a Customer pays to be hauled away shall be defined to be Solid Waste and not a Recyclable Material.

1.44 State

"State" means the State of California.

1.45 Temporary Bin and Roll-off Service

"Temporary Bin and Roll-off Service" means a temporary metal container with a capacity of one and one-half (1.5) to fifty (50) cubic yards, not intended for permanent use.

1.46 Transformation

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.

ARTICLE 2. GRANT AND ACCEPTANCE OF FRANCHISE

2.1 Grant and Acceptance of Franchise

Subject to the terms and conditions of this Agreement, the City of Victorville hereby grants to the Company a non-exclusive Franchise to Collect, transfer, transport, Recycle, process, and Dispose of Solid Waste that accumulates within the City of Victorville and that is offered for Collection to the Company in accordance with this Agreement.

The Company hereby accepts the non-exclusive Franchise on the terms and conditions set forth in this Agreement.

2.2 Non-Exclusive Nature of Franchise

During the term of this Agreement, except as otherwise provided in Section 2.6 below, or as may otherwise be provided by federal or state law, the rights granted to the Company under this Agreement shall be non-exclusive to the Company. The City of Victorville may enter into any agreement with any other Person for the performance of the services herein required to be performed by the Company.

2.3 Effective Date

The Effective Date of this Agreement shall be _____.

2.4 Term of Agreement

Unless otherwise provided in this Agreement and provided that the residential rates for the City of Victorville remain below the average of the residential rates charged to those other jurisdictions served by the Company, as mutually agreed upon by the City of Victorville and the Company, the term of this Agreement shall be for a total of _____ years, commencing at midnight _____, and expiring at midnight _____.

2.5 Delegation of Authority

The administration of this Agreement by the City of Victorville shall be under the supervision and direction of the City of Victorville City Council, and the actions specified in this Agreement, unless otherwise stated, shall be taken by the City of Victorville City Manager.

The administration of this Agreement by the Company and the attendance at the City of Victorville's public meetings by the Company shall be performed by a representative as mutually agreed upon by the City of Victorville City Manager and the Company, and the actions specified in this Agreement, unless otherwise stated, shall be taken by this representative of the Company.

2.6 Limitations on Scope of Franchise

The Franchise granted to the Company shall be non-exclusive. The granting of this Franchise shall not preclude the categories of Solid Waste listed below from being delivered to and collected and transported by others provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the City of Victorville or other public agency which is otherwise required by law:

(a) Solid Waste, including Recyclable Materials, which is removed from any Premises by the Customer, and which is transported personally by the Customer of such Premises (or by his or her full-time employees) to a processing or Disposal Facility;

(b) Recyclable Materials which are source separated at any Premises by the Customer and donated to youth, civic, or charitable organizations and containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq., California Public Resources Code;

(c) Construction and Demolition Waste that is incidentally removed by a duly licensed construction or demolition company, where the licensed company utilizes its own equipment and employees;

(d) Animal waste and remains from slaughterhouse or butcher shops for use as tallow;

(e) By-products of sewage treatment, including sludge, sludge ash, grit and screenings;

(f) Hazardous Waste and radioactive waste, regardless of its source;

(g) The casual Collection, removal, Disposal or diversion of Solid Waste by the City of Victorville through the City of Victorville officers or employees in the normal course of their employment with the City of Victorville ;

(h) City of Victorville employees or agents removing Solid Waste from City of Victorville facilities with City of Victorville owned equipment.

The Company acknowledges and agrees that the City of Victorville may permit other Persons besides the Company to Collect any or all types of the Solid Waste listed in this Section 2.6, including Recyclable Materials, without seeking or obtaining approval of the Company under this Agreement.

This grant to the Company of an non-exclusive Franchise, right and privilege to Collect, transport, or process and Dispose of Solid Waste shall be interpreted to be consistent with state and federal laws, now existing or hereafter enacted during the term of the Franchise, and the scope of this non-exclusive Franchise shall be limited by current and developing state and federal laws with regard to Solid Waste handling, non-exclusive Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, enactment or developing legal trends limit the ability of the City of Victorville to lawfully provide for the scope of Franchise services as specifically set forth herein, the Company agrees that the scope of the Franchise will be limited to those services and materials which may be lawfully provided for under this Agreement.

2.7 Ownership of Solid Waste

Once Solid Waste is placed in Containers and properly placed at the designated Collection location, ownership and the right to possession shall transfer directly from the Customer to the Company by operation of this Agreement. Subject to the Company's objective to meet the Source Reduction and Recycling goals which apply to the City of Victorville, the Company is hereby granted the right to retain, Recycle, process, Dispose of, and otherwise use such Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by the Company. Subject to the provisions of this Agreement, the Company shall have the right to retain any benefit resulting from its right to retain, Recycle, process, Dispose of, or reuse the Solid Waste, Greenwaste, and Recyclable Materials which it Collects. Solid Waste, Greenwaste, and Recyclable Materials, or any part thereof, which is disposed of at a Disposal Site or Sites (whether landfill, Transformation Facility, Transfer Station or Processing Facility) shall become the property of the Owner or operator of the Disposal Site(s) once deposited there by the Company.

2.8 Company Status

The Company represents and warrants that:

a) The Company is duly organized, validly existing and in good standing under applicable laws.

b) The Company is qualified to transact business in the State of California and has the power to provide services as required by this Agreement.

c) The Company is not required to submit any notice, report or other filing to any governmental or regulatory authority required to be obtained by any of the foregoing (other than the City of Victorville) in connection with the execution or delivery by the Company of this Agreement or the documents related hereto, or in connection with the consummation of the transactions contemplated hereby.

d) There are no actions, suits, proceedings, arbitrations, investigations or claims pending or, to the knowledge of the Company after due inquiry, threatened against or affecting the Company's that would have a material adverse affect on the Company's performance hereunder, at law or in equity, or before or by any governmental department, commission, board, bureau, agency or instrumentality.

e) The execution, delivery and performance by the Company of this Agreement and the documents related hereto, and the consummation of the transactions contemplated by this Agreement will not result in or constitute any of the following: (i) a breach of any material term or provision of any agreement or obligation on the Company; (ii) a material default or an event that, with notice or lapse of time or both, would be a material default, breach or violation of any lease, license, promissory note, conditional sales contracts, commitment, franchise, permit or indenture or other agreement, instrument or arrangement to which the Company is a party or by which the Company or its assets are bound or materially adversely affected; (iii) an event that would permit any party to terminate any agreement or to accelerate the maturity of any indebtedness or other material obligation of the Company; or (iv) any material breach or violation of any law, rule or regulation of any governmental authority, or any order, injunction or decree.

f) None of the representations and warranties made by the Company contains or will contain any untrue statements of a material fact or omit to state a material fact, necessary to make the statements made, in the light of the circumstances under which they were made, not misleading.

g) Each of the Company's covenants, representations, and warranties shall survive the execution and termination of this Agreement, subject to the applicable statutes of limitations.

2.9 Company Authorization

The Company has the authority to enter into and perform its obligations under this Agreement. The Board of Directors or partners of the Company (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The Person(s) signing this Agreement on behalf of the Company have authority to do so. The Company shall authorize one employee for the City of Victorville as a single point of contact for issues arising under this Agreement. The City of Victorville may accept that this employee's actions are taken on behalf of and with the full approval of the Company.

2.10 Annexations

This Agreement extends to any territory annexed to the City of Victorville during the term of this Agreement except to the extent that Collection by the Company within that annexed territory would violate the provisions of Public Resources Code Section 49520 or any other state or federal law. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and the City of Victorville agrees that it shall cooperate with the Company to fulfill any requirement necessary for the Company to serve the annexed area consistent with this section.

2.11 Conditions to the Effectiveness of Agreement

The obligation of the City of Victorville to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by the City of Victorville.

a) Accuracy of Representations. Representations and warranties made by the Company throughout this Agreement are accurate, true and correct, in all material respects, on and as of the effective date of this Agreement.

b) Absence of Litigation. There is no litigation pending in any court challenging the award of this Franchise to the Company or the execution of this Agreement or seeking to restrain or enjoin its performance.

c) Furnishing of Insurance Bonds. The Company has furnished evidence of the insurance bonds required by Article 8.

d) Effectiveness of City Council Action. The City of Victorville's action approving this Agreement shall have become effective pursuant to California law prior to the effective date of this Agreement.

ARTICLE 3. FRANCHISE FEE

3.1 Franchise Fee:

3.1.1 Franchise Fee Amount

The Company shall pay the City of Victorville for the privilege, and as the sole and exclusive consideration of the licenses granted hereby, a _____[percent (__%)] Franchise Fee on all Gross Receipts generated as a result of Company providing service in the City of Victorville pursuant to and during the term of this Agreement.

3.1.2 Time and Method of Payment

During the term of this Agreement, on a quarterly annual basis, the Company shall remit the Franchise Fee on or before the twenty-fifth (25th) day of the month the Franchise Fee

is due, based on the estimated Gross Receipts of the subject quarter. In the event of termination, the balance due for the billing period during which termination occurs shall be paid within thirty (30) calendar days of the termination date. The Company shall provide the City of Victorville annually, within ninety (90) calendar days after March 31st, a certified statement setting forth the total Gross Receipts collected by the Company and the computation of the Franchise Fees due. The difference between the computed Franchise Fees and the submitted estimated payments will be remitted with the certified statement attested to by a Certified Public Accountant or licensed Public Accountant. However, should a dispute arise between the Parties as to the accuracy of the amount of Franchise Fees owed to the City of Victorville, the Company shall pay for the services of an accountant selected by the City of Victorville to perform a comprehensive audit of Gross Receipts collected by the Company and Franchise Fees owed to the City of Victorville.

3.2 Other Fees

Notwithstanding any law to the contrary, the City of Victorville shall reserve the right to set other fees, as it deems reasonably necessary. The amount, time and method of payment and adjustment process will be set similar to Section 3.1 above. Such fees shall be deemed a pass-through expense, and the Company shall be immediately entitled to any necessary adjustments under this Agreement, unless otherwise agreed upon by and between the Parties.

ARTICLE 4. SERVICES

4.1 General Scope of Services

The work to be done by the Company pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve the Company of the duty to furnish all others, as may be required, whether numerated elsewhere in the Agreement or not. The work to be done by the Company pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents within the City of Victorville are provided reliable, courteous and high-quality Solid Waste Collection at all times.

Unless explicitly stated in this Article 4 or in Article 6, all rates shall be set by resolution of the City of Victorville Board pursuant to this agreement, subject to adjustments during the term of this Agreement pursuant to Article 6.

4.2 Disposal Facilities

The Company shall transport all Refuse collected under this Agreement to a properly licensed transfer station or Transformation Facility. The Company agrees to make reasonable efforts to separate Recyclable Materials from Refuse for diversion from landfill Disposal.

4.3 Residential Collection Services

Customers shall receive automated Solid Waste Collection services except as specifically provided in this Agreement. The Company shall provide Collection services to Residential Customers not less than one (1) time per week. Solid Waste shall be collected from Residential zones Monday through Friday. If the regularly scheduled collection day falls on a Holiday, alternate collection shall be performed on the following day. If the collection day falls on a Friday holiday, collection shall be made on the following Saturday.

4.3.1 Automated Refuse Collection

The Company shall supply new Residential Customers with one ninety six (96) gallon Cart with an option to obtain additional Carts at the rates approved by resolution of the City of Victorville Board pursuant to section 4.1, and shall provide the same to existing Customers at such time as 96 gallon Carts are replaced. The Company shall replace one (1) lost or stolen 96 gallon Cart at no charge. Replacement of a second (2) lost or stolen Cart will be charged to the Customer at the Company's expense. Carts deemed unusable due to damage caused in the course of normal wear and tear shall be replaced at no charge to the Customer.

4.3.2 Automated Curbside Recyclables Collection

The Company shall issue each Customer with a ninety six (96) gallon gray Recycling Cart at no additional charge. The Company will make available additional Recycling Carts to Customers who regularly recycle more than will fit into their existing Recycling Cart(s). No extra fee may be charged for additional Recycling Carts or lost or stolen Recycling Carts. Recyclable Materials are to be commingled in a single Recycling Cart. The Company shall Collect and remove all Recyclable Materials placed in Recycling Carts at the curbside on the same day as Refuse Collection. Recyclable Material Collection from automated Carts within the City of Victorville shall include, but not be limited to, the Collection of:

- Paper – all grades, including: newspaper, catalogs, magazines, junk mail including envelopes, telephone books, cereal boxes, office paper (white, colored, computer & envelopes), cardboard (all grades, including egg cartons);
- Empty aerosol cans;
- Glass Containers – all colors, California Redemption Value and non-redemption value;
- Aluminum – cans, foil and trays;
- Bi-metal, tin – cans, steel cans; and,
- Plastics/resins of all grades CRV, Nos. 1 through 6.

4.3.3 Household Hazardous Waste Collection

The Company shall act as the City of Victorville's agent for legally implementing Household Hazardous Waste ("HHW") collection events in which occupants of Residential Premises are able to conveniently participate at a location in or nearby the City of Victorville. The HHW collection events shall be conducted by the Company at least once every three (3) months during the Term of this Agreement at the Company's sole cost. The Company and City of Victorville will mutually agree to the amount of compensation for this service. The Company shall at its sole cost publish a notice for each such upcoming event in a generally circulated newspaper.

4.3.4 Manual Cart Wheel-Out Service

The Company shall offer wheel-out Collection services to all Residential Customers for an additional fee as agreed upon by and between the Parties. Service will include retrieving Refuse and Recyclables Carts and returning such Carts to the backyard, garage, or other enclosure of such Customers. Disabled persons, identified as those meeting the DMV requirement for a N1-Permanent disabled parking placard, shall receive such service for no additional fee.

4.3.5 Other Residential Services

4.3.5.1 On-Call Bulky Item Collection

The Company shall provide Bulky Item pickup service. Residential Customers shall be entitled to unlimited pickups, with a maximum of four (4) items per pickup, for no additional fee. Residential Customers must provide the Company with at least forty-eight (48) hours notice and the items will be collected on the Customer's regular Collection day. An additional $20.00 per item may be charged for any item over four (4) items in one pick-up.

4.3.5.2 Christmas Tree Collection Program

The Company shall operate an annual Christmas Tree collection program, for no additional fee. The program shall consist of Roll Off collection at drop off sites in the City of Victorville. The Company shall cooperate with the City of Victorville to determine a reasonable schedule and operation of the Christmas Tree program. In addition, the Company shall at its sole cost publish a notice of the scheduled dates of such a program in a generally circulated newspaper.

4.3.5.3 Used Motor Oil and Filter Recycling

The Company shall collect and recycle all used motor oil and oil filters from all Residential Properties, for no additional fee. Collection shall be provided on the

same day as Recyclables Collection. Collection of used motor oil and filters will be performed in accordance with article 4.3.5.1.

4.3.6 Commencement of Residential Collection Services

Within one (1) week of receiving written or oral notice from the City of Victorville and/or written or oral notice from the Customer, the Company shall deliver Carts to any Residential Customer not already receiving Collection services, and shall make the first Collection on the first regularly scheduled pick-up day following the delivery of the Carts.

4.3.7 Termination of Residential Collection Services

The Company shall terminate Residential Solid Waste Collection services immediately upon written notice from the City of Victorville.

4.4 Commercial Collection Services

4.4.1 Commercial Refuse Collection Service

The Company shall offer Bin service. The Company shall collect and remove all Refuse that is placed in Bins from all Commercial and Construction Customers receiving Bin service as often as deemed necessary by the Customer or the City of Victorville, but in no event less than one (1) time each week, to maintain a sanitary condition and to provide reasonable convenience to Commercial and Construction Customers; the Company shall provide Collection services to food establishments and/or Commercial Customers generating food products no less than two (2) times per week.

Solid Waste shall be collected from Commercial and Construction Customers Monday through Saturday. If the regularly scheduled Collection day falls on a Holiday, alternate Collection shall be performed on the following day, unless the alternate day falls on a Sunday. If the alternate day falls on a Sunday, then Collection shall be performed on the following Monday.

Special consideration shall be given when determining the pick-up area to ensure that the flow of traffic is not impeded. The Company is responsible for replacing locks on Bin enclosures after Collection. The Company shall not be responsible for the cost of constructing Bin enclosures.

The Company shall perform Commercial and Industrial Waste Audits, at its sole cost, as reasonably requested by commercial and industrial waste generators or the City of Victorville.

4.4.1.1 Automated Refuse Collection Service

The Company shall provide automated Refuse Collection service to low volume Commercial Customers requesting such service. A "low volume Commercial Customer" means a Commercial Customer who generates less than ninety six (96) gallons of Refuse on a weekly basis. The Company shall provide such low volume Commercial Customers with a ninety six (96) gallon Cart. This service shall be provided at the same rate as for Residential Customers.

4.4.2 Commercial Recyclable Materials Collection Service

The Company shall Collect and remove, all Recyclable Materials placed in Recycling Bins at least once every week, or more frequently if required to handle the Recyclable Materials generated at the Premises where the Bins are located. The Company shall provide as many Recycling Bins as agreed upon between the Company and the Commercial Customer as necessary to accommodate all Recyclables generated on the Premises. If the Commercial Customer prefers, the Company shall provide Recycling Carts. If a Commercial Customer's Recyclables are regularly contaminated (as defined in Article 1), the Company may remove that Customer's Bin. The Company shall collect the following materials:

- Paper – all grades, including: newspaper, catalogs, magazines, junk mail including envelopes, telephone books, cereal boxes, office paper (white, colored, computer & envelopes), cardboard (all grades, including egg cartons);
- Empty aerosol cans;
- Glass Containers – all colors, California Redemption Value and non-redemption value;
- Aluminum – cans, foil and trays;
- Bi-metal, tin – cans, steel cans; and,
- Plastics/resins of all grades CRV, Nos. 1 through 6.

4.4.2.1 Automated Recyclables Collection Service

The Company shall provide automated Recyclable Materials Collection service to low volume Commercial Customers requesting such service. The Company shall provide such low volume Commercial Customers with a ninety six (96) gallon Cart within one week of receiving written or oral notice from the Commercial Customer or the City of Victorville.

4.4.3 Commencement of Commercial Collection Services

Within one (1) week of receiving notice from the City of Victorville and/or the Customer, the Company shall deliver Bins and/or Carts to any Commercial Customer not already receiving Collection services, and shall make the first Collection on the first regularly scheduled pick-up day following the delivery of the Bins and/or Carts.

4.4.4 Termination of Commercial Collection Services

If any Commercial Customer is more than thirty (30) calendar days past due for any payments due the Company for Commercial Solid Waste Collection services, the Company may terminate such Solid Waste Collection services upon ten (10) calendar days' written notice to the Commercial Customer and the City of Victorville of the Company's intent to terminate the Solid Waste Collection services.

4.5 Other Services

4.5.1 Roll-Off Service

The Company shall offer Temporary Bin and Roll-off Services for the Collection of Refuse, Greenwaste or Construction and Demolition Waste. The Company shall deliver and Collect Temporary Bin and/or Roll-off Boxes at the direction of Customer. Temporary Bins and Roll-off Boxes shall be free of graffiti and in good repair, and must be clearly marked and identifiable as belonging to the Company. Special consideration shall be given when determining the Collection location for Temporary Bins and Roll-off Boxes to ensure that the flow of traffic is not impeded. Understanding that the Company is the experienced party and is the party exposed to liability, the designated Collection location, if disputed by the Customer or the Company, shall be determined by the Company. If, in the City of Victorville's opinion, the location of an existing Collection location is inappropriate for aesthetic or safety reasons, the City of Victorville and the Company shall mutually agree to an alternate Collection location. The Company shall properly cover all open Temporary Bins and Roll-off Boxes during transport to the Disposal Site.

4.5.2 Construction and Demolition Waste Recycling

The Company shall make good faith and reasonable efforts to prevent Construction and Demolition Waste that is suitable for Recycling from being taken to the landfill by transporting it to an alternate facility where it will be processed for reuse. Such efforts include, but are not limited to, contacting and educating building contractors about available Recycling services. The City of Victorville will provide the Company with a minimum list of contractors to contact. The Company shall designate a representative of the Company, and identify same to all contractors, who shall be the primary contact at the Company for Recycling efforts pursuant to this section.

4.5.3 Hazardous Waste Obligation

In the event the City of Victorville decides to undertake provision of Household Hazardous Waste collection events by itself or as part of a multi-agency effort, the Company shall, at the City of Victorville's request, act as an agent for the City of Victorville, and shall arrange for the collection of Household Hazardous Waste. The rates to provide such services shall be mutually agreed to by the City of Victorville and the Company.

4.6 Public Nuisances

The Company shall provide dumpsters at a reduced rate to property owners who are voluntarily willing to abate public nuisances conditions on private property in an effort to reduce the need for code enforcement action. The reduced rate is to be agreed to by the Company and the City of Victorville on a case-by-case basis.

To the extent legally feasible, the Company shall provide clean-up of Bulky Items that are found abandoned or illegally dumped on vacant real property within the City of Victorville. The Parties agree to work co-operatively to develop a program, including frequency and cost, based on each individual site at a rate to be determined by the City of Victorville and the Company.

4.7 Litter Abatement

The Company shall use due care to prevent Solid Waste or fluids from leaking, being spilled and/or scattered during the Collection or transportation process. If any Solid Waste or fluids leak or spill during Collection, the Company shall promptly clean up all such materials. Each Collection vehicle shall carry a broom and shovel at all times for this purpose. The Company shall not transfer loads from one vehicle to another on any public street without prior written approval by the City of Victorville unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Solid Waste transfer between vehicles.

4.8 Service Exceptions; Hazardous Waste Notifications

4.8.1 Contaminated Recyclables

The Company shall warn Customers who have non-recyclables in their Recycling Container. If, after two (2) sequential written warnings, the Container continues to be contaminated, the Company may remove the Recycling Container from Customers who fail to properly sort and segregate Recyclable Materials. The Company shall report monthly to the City of Victorville of any such warning notices issued.

4.8.2 Hazardous Materials

The Company reserves the right to inspect Solid Waste put out for Collection, the right to reject Solid Waste observed to be contaminated with Hazardous Waste, and the right not to Collect Hazardous Waste put out with Solid Waste. The Company shall notify all agencies with jurisdiction over Hazardous Materials within the City of Victorville, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center, of reportable quantities of Hazardous Waste found or observed in Solid Waste anywhere within the City of Victorville. In addition to other required notifications, if the Company observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully disposed of or released on any property located within the City of Victorville, including storm drains, streets or other public rights-of-way, the Company will immediately notify the City of Victorville.

4.8.3 Vacant Lots

Except as otherwise provided in Section 4.6, the Company shall not be required to collect Solid Waste from vacant lots.

4.8.4 Failure to Collect Notices

When Solid Waste is not collected from any Customer, the Company shall notify the Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

4.9 Collection Schedules

4.9.1 Schedule, Generally

The hours of Collection shall be at the discretion of the Company, subject to the approval of the City of Victorville Manager, whose approval shall not be unreasonably withheld.

4.9.2 Coordination With Street Sweeping Services

The Company shall coordinate route schedules with the street sweeping schedule of the public rights-of-way within the City of Victorville. The Company shall provide all routes and route schedules to the City of Victorville and work with the City of Victorville and/or County of San Bernardino to resolve conflicts with street sweeping schedules.

4.9.3 Collection Schedule Reviews

The Company shall review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials collected under this Agreement with the City of Victorville once annually upon thirty (30) calendar days' written notice requesting said review.

The Company shall notify the City of Victorville twenty (20) calendar days prior to, and Customers not later than fifteen (15) calendar days prior to, any change in operations which results in a change in the day on which Solid Waste Collection occurs. The Company shall not cause any Customer to go more than seven (7) calendar days without service in connection with a Collection schedule change. The City of Victorville's approval of any change of Collection schedule is required prior to such change, and such approval will not be withheld unreasonably.

4.10 Missed Collections; Requested Pick-ups

When notified orally or in writing of a missed pick-up, the Company shall Collect the Refuse and/or Recyclable Materials the following day, including Saturdays, but not Sundays. Requested pick-ups due to Bins filling up prior to normal Collection shall also be responded to the following day, including Saturdays, but not Sundays. If the following day is a Sunday, the requested pick up shall occur no later than the following Monday.

4.11 Customer Service

4.11.1 Company Office

A responsible and qualified representative of the Company shall be available during office hours for communication with the public at the office. The Company's local office for Customer service shall provide bilingual representatives. Normal office hour telephone numbers shall be a toll free call. The Company's local telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days, with a maximum hold time of five (5) minutes for Customers of the City of Victorville. Automated telephone answering systems with menu-driven options must provide callers with an option to connect to a live operator. Telephone answering staff shall be competent to handle questions on the City of Victorville's specific programs. The Company shall also maintain a toll free telephone number for use during other than normal business hours. The Company shall have a representative, answering or message providing/receiving (voice-mail) service available at said after-hours telephone number. After-hours calls shall be responded to on the next business day. The Company shall provide the City of Victorville staff with the telephone number of a live person who may be reached twenty-four (24) hours a day seven days a week, including holidays.

4.11.2 Customer Service Complaints

All service complaints shall be directed to the Company. Daily logs of complaints concerning Collection of Solid Waste and Recyclable Materials shall be retained for a minimum of twenty-four (24) months and shall be available to the City of Victorville at all reasonable times upon request. The City of Victorville Manager or his/her designee may resolve Customer service disputes between the Company and its Customers. The decision of the City of Victorville Manager or his/her designee shall be final and binding as to such disputes.

The Company shall log all complaints received by telephone and said log shall include the date and time the complaint was received, name, address and telephone number of caller, description of complaint, employee recording complaint and the action taken by the Company to respond to and remedy complaint. All written Customer complaints and inquiries shall be date-stamped when received. All complaints shall be initially responded to within one (1) business day of receipt. The Company shall log action taken by the Company to respond to and remedy all complaints.

All Customer service records and logs kept by the Company shall be available to the City of Victorville upon request and at no cost to the City of Victorville. Company shall supply the City of Victorville, within seven (7) days of a written request, copies of all complaints on a form approved by the City of Victorville and the Company shall indicate the disposition of each complaint. The City of Victorville shall, at any time during regular Company business hours, have access to the Company's Customer service department for purposes that may include monitoring the quality of Customer service or researching and auditing the handling and/or processing of Customer complaints.

4.12 Liaisons/Representatives/Coordinators

4.12.1 Government Liaison

The Company shall designate in writing a "Government Liaison", as mutually agreed upon by the Company and the City of Victorville Manager, to work with the City of Victorville and/or the City of Victorville's designated representative(s) on contractual matters and to resolve Customer complaints. The Government Liaison shall be well versed in the City of Victorville's programs and the provisions of this Agreement. The City of Victorville shall be able to contact the Government Liaison via e-mail. The City of Victorville shall be notified in writing of relevant personnel changes.

4.12.2 Recycling Coordinator

The Company shall provide a Recycling Coordinator, as approved by the City of Victorville Manager, to:

(a) be a liaison between the Company's Solid Waste and Recycling operations and the City of Victorville; and

(b) assist in preparing grants that enhance public education in regards to Solid Waste and waste reduction issues.

4.13 Education and Public Awareness—Community Events

At the direction of the City of Victorville, the Company shall participate in and promote Recycling and other diversion techniques at community meetings, special events and other local activities. Such participation would normally include providing, without cost to the City of Victorville, Collection of Solid Waste at the event, educational information

(such as flyers, advertisements, newsletters and door-hangers) promoting the goals of the City of Victorville's Solid Waste diversion or Recycling program, and guest speakers at meetings. Education notices, brochures, announcements, flyers, door-hangers and newsletters shall be printed in both the English and Spanish languages. Preparation and mailing to residents and new Customers shall be at the Company's sole expense. The Company shall pay for advertisement of the community day events, not limited to newspapers, flyers, notices, door-hangers, etc., at the Company's sole expense. In addition to the above, the Company shall provide information of all the services available under this Agreement to all Customers at least once a year via the billings sent to the Customers.

At the request of the City of Victorville, the Company shall provide up to twenty (20) portable toilets, annually during the Term of this Agreement, at City of Victorville sponsored special events. The Company shall provide this service at no additional cost to the City of Victorville for a maximum of three (3) events a year.

4.14 Diversion

4.14.1 Diversion, Generally

The minimum amount that shall be diverted through Recycling and Transformation shall be consistent with AB 939 during each year of this Agreement. Transformation shall consist of a maximum of 10% of the total waste stream. Should the City of Victorville not reach the AB 939 diversion goal for its entire waste stream during any year of the Term of this Agreement, the Company agrees to make reasonable efforts to implement programs in order to meet AB 939 compliance as required and to provide equipment necessary in order for the City of Victorville to meet the diversion goal.

4.14.2 Marketing and Sale of Recyclable Materials

The Company shall be responsible for the marketing and sale of all Recyclable Materials collected pursuant to this Agreement. The Company shall retain all proceeds from sale of Recyclable Materials.

4.14.3 End Uses for Greenwaste

The Company shall divert from Disposal of all Christmas Trees and any Greenwaste collected and/or dropped off at the Company site. The Company shall assist in providing end uses for such Greenwaste that maximize diversion credits for the City of Victorville according to regulations established by the California Integrated Waste Management Board. The Company shall retain the proceeds from sales of all resulting Greenwaste products.

4.15 Report of Accumulation of Solid Waste; Unauthorized Dumping

The Company shall direct its drivers to note the addresses of any Premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection; and the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. The Company shall deliver the address or description to the City of Victorville within five (5) working days of such observation.

4.16 Vehicles

A. General. The Company shall provide Collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement. Any additional vehicles/routes that may be required to meet the service standards during the Term of this Agreement, shall be provided at the Company's sole expense. The Company shall have available on Collection days sufficient back-up vehicles for each type of Collection vehicle used to respond to complaints and emergencies. The Company shall provide electronic communication with the route supervisor and commercial and residential Collection vehicles.

B. Specifications. All vehicles used by the Company in providing Refuse, Solid Waste and Recycling Collection services shall be registered with the California Department of Motor Vehicles. All such vehicles shall have water-tight bodies designed to prevent leakage, spillage or overflow.

C. Vehicle Identification. The Company's name, local telephone number, and a unique vehicle identification number designed by the Company for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than three (3) inches high. The Company shall not place the City of Victorville's name and/or any City of Victorville logos on the Company's vehicles.

D. Cleaning and Maintenance

1) The Company shall maintain all of its properties, vehicles, Facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.

2) Vehicles used in the Collection of Refuse and Recyclable Materials shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. The City of Victorville may inspect vehicles at any time to determine compliance with this Agreement. The Company shall also make vehicles available to the San Bernardino County Health Department for inspection, at any frequency it requests. The Company agrees to replace or repair any vehicle which is determined to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

3) The Company shall repaint all vehicles used in the Collection of Refuse, Solid Waste and Recyclable Materials within one hundred and twenty (120) calendar days' notice from the City of Victorville, if the City of Victorville reasonably determines that their appearance warrants painting.

4) The Company shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly, or vehicles in such a condition as to be unsafe or excessively noisy, shall be removed from service until repaired and operating properly. The Company shall reasonably perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. The Company shall keep accurate records of all vehicle maintenance, recorded according to date and mileage (or hours of operation) and shall make such records available to the City of Victorville upon request.

5) The Company shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. If an item of repair is covered by a warranty, the Company shall obtain warranty performance; however, warranty coverage shall not excuse maintenance obligations to be completed by the Company. The Company shall maintain accurate records of repair, which shall include the date and mileage (or hours of operation), nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

6) Upon request by the City of Victorville, the Company shall furnish the City of Victorville a written inventory of all Collection equipment, including vehicles and Containers used in providing service, and shall update the inventory upon request, up to once annually. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.

E. Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances.

Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. In no event shall the noise level of equipment used for Collection exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground. The Company shall store all equipment in safe and secure locations in accordance with applicable zoning regulations.

F. City of Victorville Inspection Per Code. The City of Victorville may cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the applicable provisions of the State Vehicle Code, including all Vehicle Code Sections regarding smog equipment

requirements. The City of Victorville may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle directed to be removed from service by the City of Victorville shall be returned to service until it conforms with all applicable codes and its return to service has been approved by the City of Victorville.

G. Correction of Defects. Following any inspection, the City of Victorville Manager or his/her designee shall have the right to cause the Company, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly. The City of Victorville Manager or his/her designee's determination may be appealed to the City of Victorville City Council, whose decision shall be final.

4.17 Bins

The Company shall maintain its Bins in a clean, sound condition, free from putrescible residue. The Company shall inspect all Bins at least once per year during the term of this Agreement, and clean or replace all Bins as necessary, or upon Customer's oral or written request. One (1) free cleaning or replacement shall be provided to each Customer at no additional charge during each calendar year throughout the term of this Agreement. The Company shall perform cleaning or replacement of Bins more frequently if deemed necessary by the Customer or the City of Victorville, for an additional fee, to prevent a nuisance caused by odors or vector harborage. The Company shall provide additional cleanings at $45 per cleaning to be paid by the Customer, if requested orally or in writing by Customer. Food handling establishments must have Bins cleaned a minimum of every quarter and may be charged for cleanings beyond one per year. The Company shall cause any graffiti to be removed from a Bin within one (1) business day of receipt of any oral or written request by the City of Victorville or Customers. Within six (6) months from the effective date of this Agreement, each Bin placed in the City of Victorville by the Company shall have the name of the Company and the Company's telephone number in letters and numbers no less than three (3) inches high on the exterior of the Bin so as to be visible when the Bin is placed for use.

All specific categories of Bins shall be the same color, except where the City of Victorville states otherwise, and shall have the name of the Company and the Company's telephone number in letters and numbers no less than three (3) inches high.

4.18 Personnel

4.18.1 General

The Company shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

The Company shall establish and vigorously enforce an educational program which will train the Company's employees in the identification of Hazardous Waste. The Company's employees shall not knowingly place such Hazardous Waste in the Collection vehicles, nor knowingly dispose of such Hazardous Wastes at the processing Facility or Disposal Site.

The Company shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, the Company shall take necessary corrective measures. If the City of Victorville has notified the Company of a complaint related to discourteous or improper behavior, the Company will consider reassigning the employee to duties not entailing contact with the public while the Company is pursuing its investigation and corrective action process.

The Company shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

4.18.2 Identification Required; Uniforms

The Company shall provide its employees, companies, agents and subcontractors with identification for all individuals who may make personal contact with residents or businesses in the City of Victorville. The City of Victorville may require the Company to notify Customers yearly of the form of said identification. The Company shall provide a list of current employees, companies, agents and subcontractors to the City of Victorville upon request. The Company shall require its drivers and helpers to wear, at all times during the scope of employment, clean and standardized uniforms which bear the Company's name.

4.18.3 Fees and Gratuities

The Company shall not permit its employees, agents, or subcontractors to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the services performed under this Agreement. Notwithstanding the foregoing, employees, agents and subcontractors shall be entitled to receive unsolicited *de minimus* gratuities including, but not limited to, holiday tips or presents.

4.18.4 Non-Discrimination

The Company shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal, state or local law.

ARTICLE 5. BILLING

5.1 Residential Customers

The Company shall bill all Residential Customers directly for services provided pursuant to this Agreement, including those who request Temporary Bin or Roll-off Box Services, or additional Bulky Items services not included with Residential Collection at the Company's expense. The Company shall design detailed billing formats to clearly and fully explain all charges to Residential Customers, including any late charges. The City of Victorville must reasonably approve, and may alter, all billing formats. The Company shall only accept cash, personal checks, money orders, major credit cards or electronic payments. The Company may bill Residential Customers monthly in advance. The Company shall retain all billing records for not less than three (3) years. In the event a billing dispute occurs, the City of Victorville shall decide the dispute. In the event an account for a Residential Customer becomes delinquent by more than thirty (30) business days, the Company shall notify the City of Victorville and may thereafter terminate Collection services upon notice as required under this Agreement. Nothing in this Agreement shall prohibit or prevent the Company from pursuing any administrative, equitable or legal remedies to collect any outstanding payments owed to the Company by Customers for Collection services rendered by the Company pursuant to this Agreement.

5.2 Non-Residential Customers

The Company shall bill all Non-Residential Customers directly for services provided pursuant to this Agreement at the Company's expense. The Company shall design detailed billing formats to clearly and fully explain all charges to Non-Residential Customers, including any late charges. The City of Victorville must reasonably approve, and may alter, all billing formats. The Company may bill Non-Residential Customers monthly in advance. The Company shall retain all billing records for not less than three (3) years. In the event a billing dispute occurs, the Company and the City of Victorville will mutually agree on a resolution. Nothing in this Agreement shall prohibit or prevent the Company from pursuing any legal or administrative remedies to collect any outstanding payments owed to the Company by Customers for Collection services rendered by the Company pursuant to this Agreement.

5.2.1 Non-Residential Roll-off Box Requests

For Roll-off Box requests, the Company shall invoice monthly or semi-monthly in arrears with payment due within fifteen (15) or thirty (30) calendar days from the invoice date (i.e., the beginning of the month or the inception of service). The Company may require a security deposit for Roll-off Boxes, with the unused portion refunded to the Customer within five (5) business days of the termination of service.

5.3 Payment to Company

During the term of this Agreement, the Company shall remit the franchise fees and any other fees or charges payable to the City of Victorville monthly pursuant to Section 3.1.2,

notwithstanding whether the Company collects payment due from Residential and Non-Residential Customers for such Solid Waste and Refuse Collection services.

5.3.1 Payment Upon Termination

In the event of termination, the balance due for the billing period during which termination occurs shall be collected from the Customers and paid to the City of Victorville and the Company accordingly within thirty (30) business' days of the termination date.

ARTICLE 6. COMPANY COMPENSATION AND RATES

6.1 General

The Company Compensation provided for in this Article shall be the full, entire and complete compensation due to the Company pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, Disposal, transfer, profit and all other things necessary to perform all the services required and reasonably anticipated by this Agreement in the manner and at the times prescribed.

The City of Victorville and the Company agree that the Company will retain any proceeds from the sale of Recyclable Materials collected by the Company pursuant to this Agreement. However, the amount of said proceeds shall be included in the total amount of Gross Receipts on which the Franchise Fee is calculated.

6.2 Initial Rates

Except for rate increases resulting from increases in Disposal Costs, the Rates for the first two (2) Rate Years shall not exceed those set forth in the resolution described in section 4.1, unless amended by a written amendment to this Agreement entered into by and between the City of Victorville and the Company. Unless and until the rates set forth on Exhibit "A" are adjusted, the Company shall provide the services required by this Agreement, charging no more than the rates authorized by Exhibit "A", except as provided herein and in this Article 6.

6.3 Annual Adjustments to Rates

Beginning with Rate Year 3 and for all subsequent Rate Years, the Company may request an annual adjustment for the following fiscal year by submitting a Rate adjustment request, in writing, to be received by the City of Victorville in person or via certified mail, not later than May 30th.

6.4 Method of Adjustments

6.4.1 General

Pursuant to Section 6.3, the Company may request an annual adjustment to the rates according to the method described below and the formulas set forth in the resolution described in section 4.1, subject to review and approval of the City of Victorville. Any future rate adjustments approved by the City of Victorville shall become effective on July 1 of that particular year, and shall be based on the rates set forth in the resolution described in section 4.1.

6.4.2 Annual Adjustment to Collection Service Rates

Maximum rates shall be adjusted according to the following procedures except for Roll-off Box Rates which shall be adjusted in accordance with Section 6.4.3.

Step One – Determine the rate revenue net for Franchise Fees by deducting the Franchise Fee portion from actual gross rate revenues for the twelve month period ending on the date six months prior to the effective date of the rate adjustment.

Step Two – determine the proportionate share of the Disposal Fee component and the service component of the rate revenue net of Franchise Fees.

Step Three – Calculate the percentage change in the Consumer Price Index for the Los Angeles-Anaheim-San Bernardino area (CPI), the percent change in the Refuse Disposal tipping fee per ton. The change in the CPI shall be for the twelve-month period ending six months prior to the effective date of the rate adjustment and the allowable portion used for the rate adjustment shall be equal to 100% of the change in the CPI. The change in the Refuse Disposal tipping fee shall be based on the change between the most recent tipping fee on which rates are based and the new tipping fee; provided, however, if the Company owns the Disposal Site, the annual change in the Disposal tipping fee shall not exceed the annual change in the CPI.

Step Four – Calculate the weighted percent change in maximum rates by:

1. Multiplying the Refuse Disposal component as a percent of rate revenue net of Franchise Fees by the percent change in the Refuse Disposal tipping fee;

2. Multiplying the service component as a percent of rate revenue net of Franchise Fees by 100% of the percent change in the CPI; and,

3. Adding the results of 1 and 2 above to determine the weighted percent change in rates.

Step Five – Multiply the current monthly rate by the weighted rate adjustment percentage to determine the adjusted rate.

6.4.3 Roll-off Box

Maximum load charges, delivery charges, and overweight charges for Roll-off Box Customers shall be adjusted according to the following procedures.

6.5 Extraordinary Adjustments

The Company or the City of Victorville may request an adjustment to rates at reasonable times other than pursuant to the annual rate adjustment, as provided in Section 6.3 above, for unusual charges or extraordinary increases in the cost of providing services under this Agreement. For each such request, the Company shall prepare a schedule documenting the unusual charges or extraordinary costs. Such request shall be prepared in a form acceptable to the City of Victorville with support for assumptions made by the Company in preparing the estimate. At the time the Company submits the request, the Company shall also provide the City of Victorville with a copy of its most recent certified annual financial statement prepared by a Certified Public Accountant, or a licensed Public Accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy" as established by the California Administrative Code, Title 16, Chapter I. Such Certified Public Accountant or licensed Public Accountant shall be selected by mutual agreement of the parties. The determination of the Certified Public Accountant or licensed Public Accountant for said increase will become effective March 31st of the current year.

6.6 Pass-Through Costs

For any increase in any pass-through costs, including, without limitation tipping fees, increased fuel, gas or diesel costs, Franchise Fees or other fees the City of Victorville may impose, increased costs due to additional services the City of Victorville requests, and additional transportation costs incurred pursuant to section 4.2, upon notification by the Company, the City of Victorville and the City of Victorville City Council shall adopt a resolution at their next regularly scheduled meeting to approve the immediate pass-through of said increase to these accounts billed by the Company.

6.7 Pass-Through Costs

Nothing in this section shall be interpreted to circumvent any Proposition 218 procedures or requirements.

ARTICLE 7. RECORDS, REPORTS AND INFORMATION REQUIREMENTS

7.1 General

The Company shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement, at its sole cost and expense. Also, the Company agrees

to conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulation and to meet the reporting and Solid Waste program management needs of the City of Victorville. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of the City of Victorville, the records and reports to be maintained and provided by the Company in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

7.1.1 Affiliated Companies

The Company's accounting records shall be maintained on a basis showing the results of the Company's operations under this Agreement separately from operations in other locations, as if the Company were an independent entity providing service only to the City of Victorville. The costs and revenues associated with providing service to the City of Victorville shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by the Company in other locations, or with those of an Affiliate.

If the Company enters into any financial transactions with a related party entity, subject to the approval of the City of Victorville, for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to the City of Victorville for its prior approval, and in the financial reports submitted to the City of Victorville. In such event, the City of Victorville's rights to inspect records and obtain financial data shall extend to such related party entity or entities. This section shall only apply to situations wherein there will be an increase in the cost or rates charged to any Customers afforded services pursuant to this Agreement.

7.2 Records

7.2.1 General

The Company shall maintain records required to conduct its operations, to support requests it may make to the City of Victorville, and to respond to requests from the City of Victorville in the conduct of the City of Victorville business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data records shall be protected and backed up. All records shall be maintained for three (3) years after the expiration of this Agreement.

The Company agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to the City of Victorville and its official representatives during normal business hours. The City of Victorville may review or utilize any of the records described in this section for any purpose whatsoever.

7.2.2 Financial Records

Financial records shall be maintained and expense and revenue information for the City of Victorville shall be segregated from other areas served by the Company.

7.2.3 Solid Waste and Recycling Service Records

Records shall be maintained by the Company for the City of Victorville relating to:

(a) Customer services and billing;

(b) Routes;

(c) Facilities, equipment and personnel used;

(d) Complaints;

(e) Missed pick ups;

(f) Number of Refuse and Recycling Carts; and

(g) Tons collected, processed, diverted, and disposed by type of service (Cart, Bin, Can, or Roll-off Box), Waste stream (Refuse and Recycling) and Customer (Residential and Commercial).

7.2.4 CERCLA Defense Records

The City of Victorville views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and related litigation as a matter of great importance. For this reason, the City of Victorville regards the ability to prove where Solid Waste collected in the City of Victorville was taken for Disposal, as well as where it was not taken, to be matters of concern. The Company shall maintain data retention and preservation systems which can establish where Solid Waste collected in the City of Victorville was landfilled (and therefore establish where it was not landfilled) and provide a copy of the reports required in Section 7.3 for five (5) years after the Term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to the City of Victorville. The Company agrees to notify the City of Victorville at least ninety (90) calendar days before destroying such records. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

7.2.5 Disposal Records

The Company shall maintain records of Disposal of all Solid Waste collected in the City of Victorville for the period of this Agreement and all extensions to this Agreement or

successor Agreements. In the event the Company discontinues providing Solid Waste services to the City of Victorville, the Company shall provide all records of Disposal or processing of all Solid Waste collected in the City of Victorville within thirty (30) calendar days of discontinuing service. Records shall be in chronological and organized form and readily and easily interpreted.

7.2.6 Other Programs' Records

Records for other programs shall be tailored to specific needs. In general, they shall include:

(a) Plans, tasks, and milestones; and

(b) Accomplishments in terms such as dates, activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

7.2.7 Payments and Refunds

Should an audit by the City of Victorville disclose that the Franchise Fees or other fees, if any, payable by the Company were underpaid or that Customers were overcharged for the period under review, the Company shall pay to the City of Victorville any underpayment of Franchise Fees and/or refund to the Company's Customers any overcharges for the entire period. Should an audit disclose that Franchise Fees were overpaid, the City of Victorville shall refund to the Company the amount of the overpayment. Any refunds to be made by either party shall be due and payable (30) calendar days following the date of the audit.

7.3 Reports

7.3.1 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

(a) Determine and set rates and evaluate the efficiency of operations;

(b) Evaluate past and expected progress towards achieving AB 939 goals and objectives;

(c) Determine needs for adjustment to programs; and

(d) Evaluate Customer service and complaints.

The Company may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the City of Victorville. The Company agrees to submit all reports on computer discs or by electronic means in a format compatible with the City of Victorville's software/computers at no additional charge, if requested by the City of Victorville. The Company will provide a certification statement by an authorized official of the Company that the report being submitted is true and correct.

Monthly reports shall be submitted within twenty (20) calendar days after the end of each month. Quarterly reports shall be submitted within thirty (30) calendar days after the end of the calendar quarter. If requested, the Company's complaint summary, described in Section 8.3.3(a) below, shall be sent to the City of Victorville Manager within in five (5) days of request. Annual reports shall be submitted before January 31st following the reporting year.

All reports shall be submitted to:

_____

_____

_____

7.3.2 Monthly Reports

The information listed shall be the minimum reported:

(a) Solid Waste collected, recycled, and disposed of by the Company for each month, sorted by waste stream (Refuse, Recycling, Roll-off Box) and type of Customer (Residential, Commercial/Industrial) in tons, and the Facilities where the tons were processed or disposed.

(b) Materials Recovered. Statement showing kinds of material and quantity sold (in tons).

7.3.3 Quarterly Reports

The information listed shall be the minimum reported:

(a) Complaint summary for the quarter summarized by nature of complaints on a compatible computer disk.

(b) Narrative summary of problems encountered (including scavenging) and actions taken with recommendations for the City of Victorville, as appropriate.

(c) Number of accounts by category shown for each month for Customers billed by the Company.

(d) Copies of promotional and public education materials sent during the quarter.

(e) Other information or reports that the City of Victorville may reasonably request or require.

7.3.4 Annual Report

The Annual Report is to be essentially in the form and content of the monthly and quarterly reports combined, but shall also include:

(a) A complete inventory of equipment used to provide all services.

(b) An account list of all commercial Customers billed by the Company, including service address, billing address, service levels (i.e. number of Containers, Container size, and frequency of service) and monthly rates.

(c) Number of Carts in service by type of Customer (single-family individually billed, Commercial/Industrial), service (Refuse, Recycling).

(d) The complaint log described in Section 4.11.2.

(e) CERCLA Defense records required under Section 7.2.4.

7.3.5 AB 939 Reports

The City of Victorville may, at the City of Victorville's option, request the Company to prepare and submit to the California Integrated Waste Management Board the annual AB 939 report, at no additional cost to the City of Victorville, and the Company agrees to cooperate with the City of Victorville and its agents with preparing any necessary related studies or reports.

7.3.6 Financial Report

The City of Victorville may, at the City of Victorville's option, request the Company's annual audited financial reports/statements for the most recently completed fiscal year. The City of Victorville shall pay for the direct cost of reproduction of such copies. Financial statements shall include a supplemental combining schedule showing the Company's results of operations. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant (CPA) licensed (in good standing). The cost for preparation of the financial statements and audit shall be borne by the Company as a direct cost of service. In addition, the Company shall provide to the City of Victorville the supplemental schedule on a compiled basis.

7.4 Reporting Adverse Information

The Company shall provide the City of Victorville two copies of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to the Company's performance of services pursuant to this Agreement, submitted by the Company to, or received by the Company from, the United States or California Environmental Protection Agency, the California Integrated Waste Management Board, the Securities and Exchange Commission or any other federal, state or local agency, including any federal or state court. Copies shall be submitted to the City of Victorville simultaneously with the Company's filing or submission of such matters with said agencies. The Company's routine correspondence to said agencies need not be routinely submitted to the City of Victorville, but shall be made available to the City of Victorville promptly upon the City of Victorville's written request.

7.5 Right to Inspect Records

The City of Victorville shall have the right to inspect the Company's internal documents or records that are required expressly or by inference pursuant to this Agreement, or any other documents or records of the Company that is necessary to evaluate the Company's performance provided for in this Agreement.

The City of Victorville shall have the right to audit or review the Franchise Fees paid to the City of Victorville. In the event an audit or review of Franchise Fees results in a finding that the Company has underpaid the City of Victorville more than three percent (3%) of the amounts owed the City of Victorville, the Company shall reimburse the City of Victorville for the cost of the audit or review.

ARTICLE 8. INDEMNIFICATION, INSURANCE AND BOND

8.1 Indemnification

The Company hereby agrees to and shall indemnify and hold harmless the City of Victorville, its elected and appointed boards, commissions, officers, employees, volunteers, subcontractors and agents (collectively, Indemnities) from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) any act or omission to act of the Company, its officers, employees, agents, Companies and/or subcontractors in performing services under this Agreement; (2) the failure of the Company, its officers, employees, agents, Companies and/or subcontractors to comply in all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3) the acts of the Company, its officers, employees, agents, Companies and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). The Company further agrees to and shall, upon

demand of the City of Victorville, at the Company's sole cost and expense, defend (with attorneys acceptable to the City of Victorville) the Indemnities against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events.

The Company, upon demand of the City of Victorville, shall protect the City of Victorville and appear in and defend the Indemnities, in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material" or the limits of the City of Victorville's authority with respect to the grant of licenses, or agreements exclusive or otherwise, asserting rights under the Dormant Commerce Clause or federal or state laws to provide Solid Waste services in the City of Victorville. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement. The City of Victorville and the Company agree to confer following any trial to decide jointly whether to appeal or to oppose any appeal. In the event the City of Victorville and/or the Company decides to appeal, or to oppose any appeal, the Company agrees pay all costs of the appeal.

8.2 Hazardous Substances Indemnification

The Company shall defend, with counsel reasonably acceptable to the City of Victorville, indemnify, protect and hold harmless the Indemnities from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees for the adverse party and expenses (including without limitation attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any kind whatsoever, incurred or suffered by, or asserted against, the Indemnities arising from or attributable to the acts or omissions of the Company, its officers, directors, subcontractors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including without limit Damages arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance, Hazardous Waste, Household Hazardous Waste, Solid Waste, and/or other waste that has been collected by the Company, stored by the Company, transported by the Company, or disposed by the Company in the City of Victorville. The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify the Indemnities from liability.

8.3 Insurance

The City of Victorville does not, and shall not, waive any rights against the Company which it may have by reason of the aforesaid hold harmless agreements, because of acceptance by the

City of Victorville or the deposit with the City of Victorville by the Company of the insurance policies described in this provision.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. The most recent editions of Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance.

The Company shall maintain in force for the Term of this Agreement limits no less than:

1. Comprehensive General Liability: Not less than Five Million Dollars ($5,000,000) combined single limit per occurrence, for bodily injury, Personal injury and property damage, with any self-insured retention not exceeding One Hundred Thousand Dollars ($100,000.00) per occurrence. Policy shall also cover:

(a) premises operations;

(b) blanket contractual; and

(c) complete operations.

2. Automobile Liability: Not less than Five Million Dollars ($5,000,000) combined single limit per accident for bodily injury and property damage, with any self-insured retention not exceeding One Hundred Thousand Dollars ($100,000.00) per occurrence. Any mobile equipment which is not covered under this policy shall be covered under the Comprehensive General Liability policy.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars ($1,000,000) per accident. Also, an excess umbrella liability policy with a minimum of not less than Five Million Dollars ($5,000,000) per occurrence.

C. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City of Victorville. At the option of the City of Victorville, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Indemnities; or, (ii) the Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of such deductibles or self-insured retentions.

D. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

(a) The Indemnities are to be named as additional insured with respect to the following: liability arising out of activities performed by or on behalf of the Company; products and completed operations of the Company; Premises owned, leased or used by the Company; or vehicles owned, leased, hired or borrowed by the Company. The coverage shall contain no special limitations on the scope of protection afforded to the City of Victorville, its elective and appointive boards, commissions, officials, employees, subcontractors, agents or volunteers.

(b) The Company's insurance coverage shall be primary insurance with respect to the Indemnities. Any insurance or self-insurance maintained by the City of Victorville, its officials, elective and appointive boards, commissions, employees, subcontractors, agents or volunteers shall be excess of the Company's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Indemnities.

(d) Coverage shall state that the Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation, Employers Liability, General Liability and Automobile Liability Coverages – The insurer shall agree to waive all rights of subrogation against the Indemnities for losses arising from work performed by the Company for the City of Victorville.

3. All Coverages – Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after one hundred twenty

(120) days prior written notice by certified mail, return receipt requested, has been given to the City of Victorville.

E. Acceptability of Insurers. The insurance policies required by this Section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

F. Verification of Coverage. The Company shall furnish the City of Victorville with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to the City of Victorville and are to be received and approved by the City of Victorville before work commences. The City of Victorville reserves the right to require complete, certified copies of all required insurance policies, at any time.

Renewal certificates will be furnished periodically to the City of Victorville to demonstrate maintenance of the required coverage throughout the Term.

G. Companies and Subcontractors. The Company shall include all Companies and Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each the Company and Subcontractor. All coverages for Companies and Subcontractors shall be subject to all of the requirements stated herein.

H. Required Endorsements.

1. The Workers' Compensation policy shall contain an endorsement in substantially the following form:

"Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to the City of Victorville in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

_____

_____

_____

2. The Public Liability policy shall contain endorsements in substantially the following form:

a)"Thirty (30) days prior written notice shall be given to the City of Victorville in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

_____

_____

_____

b) "The City of Victorville, its officers, elective and appointive boards, commissions, employees, and agents are additional insureds on this policy."

c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City of Victorville, including any self- insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

d) "Inclusion of the City of Victorville as an insured shall not affect the City of Victorville's rights as respects any claim, demand, suit or judgment brought or recovered against the Company. This policy shall protect the Company and the City of Victorville in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the Company's liability as set forth in the policy beyond the amount shown or to which the Company would have been liable if only one party had been named as an insured."

I. Modification of Insurance Requirements. The insurance requirements provided herein may be modified or waived in writing by the City of Victorville Manager, provided the City of Victorville Manager determines such modification or waiver is in the best interest of the City of Victorville considering all relevant factors, including exposure to the City of Victorville and the amount of this Agreement.

8.4 Faithful Performance Bond

Concurrently with execution of this Agreement, the Company shall deliver to the City of Victorville a performance bond, from an admitted surety insurer, in the amount of One Million Dollars ($1,000,000.00), which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire Term of the Agreement and shall be null and void at the conclusion of the Term of this Agreement.

ARTICLE 9. FAILURE TO PERFORM

9.1 City of Victorville's Right to Perform Services

In the event that the Company fails, refuses, or is unable to Collect and Dispose of Solid Waste, as this Agreement requires, at the time and manner provided in this Agreement, for a period of ten (10) continuous days, then the City of Victorville shall have the right, but not the obligation, upon written notice to the Company, to perform, or cause to be performed, such services itself with its own personnel without liability to the Company. Notice of the Company's failure, refusal or neglect to Collect and Dispose of Solid Waste may be faxed to the Company at its principal office and shall be effective immediately. Written confirmation of such faxed notification shall be sent to the Company within twenty-four (24) hours of the faxed notification.

ARTICLE 10. DEFAULT AND REMEDIES

10.1 Events of Default

Each of the following shall constitute an event of default:

A. Material Breach. A material breach of this Agreement.

B. Fraud or Deceit. If the Company practices, or attempts to practice any fraud or deceit upon the City of Victorville.

C. Insolvency or Bankruptcy. If the Company becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.

D. Failure to Maintain Coverage. If the Company fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.

E. Violations of Regulation. If the Company violates any orders or filings of any regulatory body having jurisdiction over the Company or the City of Victorville relative to this Agreement that materially affects this Agreement or the Company's ability to perform on this Agreement.

F. Failure to Pay. If the Company fails to make any payments required under this Agreement and/or refuses to provide the City of Victorville, within ten (10) calendar days of the demand therefore, with required information, reports, and/or records in a timely manner as provided for in the Agreement.

G. Acts or Omissions. Any other act or omission by the Company which materially violates the terms, conditions, or requirements of this Agreement, the California Integrated Management Act of 1989, any Environmental law as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the

violation or, if the Company cannot reasonably correct or remedy the breach within the time set forth in such notice, if the Company should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently prosecute same to completion.

H. Attachment. There is a seizure of, attachment of, or levy on, the operating equipment of the Company, including without limits its equipment, maintenance or office facilities, or any part thereof, such that the Company cannot perform on this Agreement.

I. Failure to Provide Assurance of Performance. If the Company fails to provide reasonable assurances of performance as required under Section 10.6.

10.2 Criminal Activity of Company

Should the Company or any of its officers or directors be found guilty of felonious conduct related to the performance of this Agreement, or of felonious conduct related to anti-trust activities, illegal transport or Disposal of Hazardous Substances or toxic materials, or bribery of public officials, the City of Victorville reserves the right to unilaterally terminate this Agreement or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper.

10.3 Right to Terminate Upon Default

Upon a default by the Company, the City of Victorville shall have the right to terminate this Franchise and this Agreement upon a ten (10) calendar days' written notice if the public health or safety is threatened, or otherwise a thirty (30) calendar days' written notice; provided, however, that the City of Victorville must first give the Company written notice of such breach or default, specifying the particulars thereof and opportunity to cure as provided herein.

10.3.1 Cure Period

The City of Victorville may not terminate this Agreement for cause on the grounds of said breach or default if said default or breach is cured within ten (10) calendar days after the Company receives such notice, or, if the nature of the breach or default is such that more than ten days are required for its cure, then the City of Victorville may not terminate this Agreement for cause if the Company shall commence such cure within such ten (10) day period and thereafter diligently prosecute the same to completion.

10.3.2 Winding Up

On the effective date of termination, the Company shall, unless the notice directs otherwise, immediately discontinue all services in connection with this Agreement and shall use its best efforts to promptly cancel all existing orders and subcontracts insofar as such orders and subcontracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit an invoice showing in detail the services performed under this Agreement to the date of termination. The City

of Victorville shall then pay any unpaid compensation due the Company under this Agreement within thirty (30) business days of receiving a final invoice from the Company.

10.3.3 Exclusive Rights

The City of Victorville's right to terminate this Agreement is not exclusive, and the City of Victorville's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the City of Victorville may have.

10.4 Excuse from Performance

The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), picketing at Customer Collection locations that blocks access to container pick up points, and other similar catastrophic events which are beyond the control of and not the fault or the cause of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Company's employees or directed at the Company is not an excuse from performance and the Company shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events. The party claiming excuse from performance shall, within two (2) calendar days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. The interruption or discontinuance of the Company's services caused by one or more of the events excused shall not constitute a default by the Company under this Agreement.

Notwithstanding the foregoing, however, if the Company is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of seven (7) calendar days or more, the City of Victorville shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) calendar days' notice.

10.5 Arbitration

Any dispute arising out of or relating to this Agreement, which dispute involves claims or controversies having no monetary value, or are in an amount or amounts, if combined, not exceeding $25,000, shall be first mediated between the Parties. The party making demand for mediation shall select a panel of three (3) mediators from those mediators listed and approved by the local Superior Court of jurisdiction, and the party not selecting the panel shall choose one (1) of the listed mediators who shall serve in that capacity. The Parties shall share equally in the cost and expenses of the mediation.

Any dispute arising out of or relating to this Agreement, which dispute involves claims or controversies, having a monetary value in an amount or amounts, if combined, not exceeding $25,000, which dispute was not resolved by mediation as required herein, shall be decided by

arbitration in accordance with the commercial rules of the American Arbitration Association, unless the parties agree otherwise and consent, in writing, to a different method of dispute resolution, including mediation or judicial arbitration.

Any dispute arising out of or relating to this Agreement, or breach thereof, which dispute involves claims or controversies in an amount or amounts, if combined, exceeding $25,000, shall be settled by arbitration in accordance with the commercial rules of the American Arbitration Association, unless the parties agree otherwise and consent, in writing, to a different method of dispute resolution, including mediation or judicial arbitration. Such controversy or claim shall be submitted to one arbitrator selected from the National Panel of the American Arbitration Association. Cost of arbitration shall be ultimately borne by the non-prevailing party.

Any award rendered by the arbitrator shall be final and judgment shall be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

10.6 Assurance of Performance

The City of Victorville may, at its option and in addition to all other remedies it may have, demand from the Company reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the City of Victorville may require. If the Company fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the City of Victorville, such failure or refusal shall be an event of default.

10.7 Liquidated Damages

The City of Victorville finds, and the Company agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by the City of Victorville as a result of a breach by the Company of certain of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) the services provided under this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches. The Parties further acknowledge that consistent, reliable Solid Waste Collection service is of utmost importance to the City of Victorville and that the City of Victorville has considered and relied on the Company's representations as to its quality of service commitment in awarding the Franchise to it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if the Company fails to achieve the performance

standards, or fails to submit required documents in a timely manner, the City of Victorville and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which the City of Victorville will suffer. Therefore, without prejudice to the City of Victorville's right to treat such non-performance as an event of default under this Article 11, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages resulting from the events of defaults listed below, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the City of Victorville that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Company	City of Victorville
Initial Here _____	Initial Here_____

The Company agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

1. Collection Reliability

(a) For each failure to commence service to a new Customer account within seven (7) days after order, which exceed seven (7) such failures annually: $150.00

(b) For each failure to Collect Solid Waste, which has been properly set out for Collection, from an established Customer account, or accounts, on the scheduled Collection day and not collected within the period described in this Agreement which exceeds ten (10) such failures annually: $150.00

(c) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on thee (4) consecutive scheduled pickup days: $150.00

2. Collection Quality

(a) For each occurrence of uncompensated damage to private property which exceeds five (5) such occurrences annually: $250.00

(b) For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments: $150.00

(c) For each occurrence of excessive noise or discourteous behavior: $250.00

(d) For each occurrence of Collecting Solid Waste during unauthorized hours which exceeds

five (5) such occurrences annually: $250.00

(e) For each failure to replace locks on locking Bins after Collection in accordance with Section 4.6.1 which exceeds three (4) annually: $ 50.00

(f) For each failure to deliver a Roll Off Box or temporary Bin within 48 hours of a Customer's request
$150.00

3. Customer Responsiveness

(a) For each failure to initially respond to a Customer complaint within one (1) business day:
$100.00

(b) For each failure to process Customer complaints to the City of Victorville as required by Article 4 herein:
$200.00

(c) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within one business day of request from the City of Victorville or Customers:
$100.00

(d) For each failure to carry out responsibilities for establishing service: $200.00

4. Timeliness of Submissions to the City of Victorville

Any report shall be considered late until such time as a correct and complete report is received by the City of Victorville. For each calendar day a report is late, the daily liquidated damage amount shall be:

(a) Monthly Reports: $ 25 per day

(b) Quarterly Reports: $100 per day

(c) Annual Reports: $350 per day

5. Accuracy of Billing

(a) Each Customer invoice that is not prepared in accordance with the City of Victorville's approved rate schedule that is not cured within 30 calendar days of initial invoicing:
$250.00

(b) Each occurrence in which a service address is "double billed" with multiple invoices sent to different billing addresses (for examples, both a tenant and an off-site property owner are billed for service at the same location): $250.00

6. Implementation of Public Education Plan

(a) For each day past the agreed upon deadline that the Company fails to perform a task set forth in its public education plan: $100 per day

Liquidated damages will only be assessed after the Company has been given the opportunity but failed to rectify the damages as described in Section 11.3 of this Agreement.

The City of Victorville may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

Prior to assessing liquidated damages, the City of Victorville shall give the Company notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. The Company may review (and make copies at its own expense) all non-confidential information in the possession of the City of Victorville relating to incident(s)/non-performance. The Company may, within ten (10) calendar days after receiving the notice, request a meeting with the City of Victorville Manager. The Company may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City of Victorville Manager or his or her designee will provide the Company with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damage.

C. Amount. The City of Victorville may assess liquidated damages for each calendar day or event, as appropriate, that the Company is determined to be liable in accordance with this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1 Relationship of Parties

The parties intend that the Company shall perform the services required by this Agreement as an independent contractor engaged by the City of Victorville and not as an officer or employee of the City of Victorville nor as a partner of or joint venture with the City of Victorville. No employee or agent of the Company shall be or shall be deemed to be an employee or agent of the City of Victorville. The Company shall be solely responsible for the acts and omissions of its officers, employees, companies, subcontractors, Affiliates and agents. Neither the Company nor its officers, employees, Subcontractors, Affiliates and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the City of Victorville employees by virtue of their employment with the City of Victorville.

11.2 Compliance with Law

In providing the services required under this Agreement, the Company shall comply with all applicable laws, codes, ordinances, resolutions and regulations of the United States, the State of California, the County of San Bernardino and the City of Victorville, now in force and as they may be enacted, issued or amended during the Term of this Agreement. The City of Victorville shall comply with all applicable, laws, codes, ordinances, resolutions, and regulations promulgated by federal, state, regional or local administrative and regulatory agencies and the City of Victorville, now in force and as they may be enacted, issued or amended during the Term of this Agreement.

The Company agrees that, in the performance of this Agreement, it will comply with all immigration laws.

11.3 Assignment

This Agreement is assignable only with the written consent of both Parties. Such consent shall not be unreasonably withheld in the event of (i) an assignment by operation of law, (ii) an assignment to the State of California or to any agency or subdivision of the State or if the City of Victorville undertakes responsibility for the Collection of Solid Waste, or (iii) an assignment to an affiliate, subsidiary or co-subsidiary of the Company's parent company where such affiliate or subsidiary has demonstrated to the City of Victorville's reasonable satisfaction the financial and technical ability to perform the services and responsibilities required by this Agreement.

11.4 Subcontracting

The Company shall not engage any companies or subcontractors for Collection, transfer, processing, Recycling or Disposal of Solid Waste without the prior written consent of the City of Victorville.

11.5 Notice

All notices, demands, requests, proposals, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to the City of Victorville:

_____

_____

_____

If to the Company:

_____

_____

The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this Section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail.

11.6 Privacy

The Company shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude the Company from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939. This provision shall not apply to reports or records provided to the City of Victorville pursuant to this Agreement.

11.7 Proprietary Information, Public Records

The City of Victorville acknowledges that a number of the records and reports of the Company are proprietary and confidential. Regular monthly, quarterly, and annual reports are not proprietary. The Company is obligated to permit the City of Victorville inspection of its records on demand and to provide copies to the City of Victorville where requested. The City of Victorville will endeavor to maintain the confidentiality of all proprietary information provided by the Company. Notwithstanding the foregoing, any documents provided by the Company to the City of Victorville that are public records may be disclosed pursuant to a proper public records request.

11.8 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the parties to it and their representatives, successors and permitted assigns.

11.9 Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either party of any moneys which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

11.10 Attorney's Fees

In any action, proceeding or arbitration to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall be entitled to an award to attorney's fees in the amount reasonably incurred in the prosecution or defense of such action. The term "prevailing party" shall mean the party entitled to recover costs of suit, upon the conclusion of the matter, in accordance with the laws of the State of California.

11.11 Binding on Assigns

The provisions of this Agreement shall inure to the benefit of and be binding on the permitted assigns of the Parties.

11.12 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

11.13 Jurisdiction and Venue

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the County of San Bernardino, the State of California, which shall have exclusive jurisdiction over such lawsuits.

11.14 Entire Agreement

This Agreement, represents the full and entire Agreement between the parties with respect to the matters covered herein. No verbal agreement or conversation with any office, agent, officer, official or employee of the City of Victorville, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle the Company to any additional payment whatsoever under the terms of this Agreement.

11.15 Section Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

11.16 Amendment

This Agreement may be amended or modified only be written agreement duly authorized and executed by the Parties hereto.

11.17 Interpretation

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

11.18 Severability

If any provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, the City of Victorville and the Company have executed this Agreement as of the day and year first above written at the top of this Agreement.

CITY OF VICTORVILLE
a community services City of Victorville.

_____

By: _____

Its: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____

WASTE AND RECYCLING SERVICES LLC.

By: _____

Its: _____

EXHIBIT "F"

EXHIBIT "A"

DESCRIPTION OF LAND DEVELOPMENT PROJECT AREA

(Approx. 11,400 acres)

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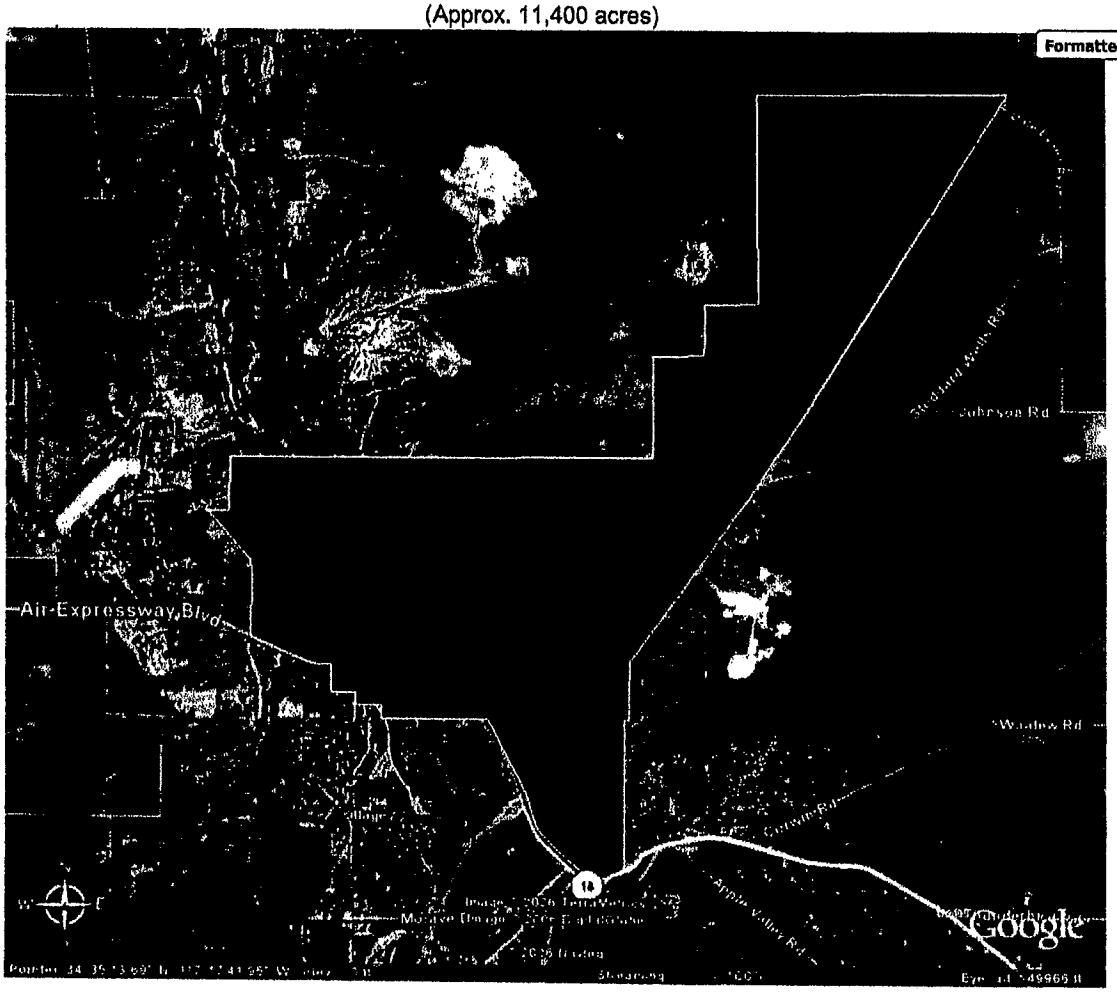


CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-8250
vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM
PUBLIC HEARING

CITY COUNCIL MEETING OF: December 15, 2009

SUBMITTED BY: Bill Webb
Director of Development

DATE: December 7, 2009

ATTACHED: PROPOSED SPECIFIC PLAN CHANGES, ORDINANCE NO. 2253, PLANNING COMMISSION STAFF REPORT

SUBJECT: **DESERT GATEWAY SPECIFIC PLAN PLN09-00045**
CITY OF VICTORVILLE

RECOMMENDATION: The Planning Commission unanimously recommends that the City Council find that the General Plan EIR adequately addresses the proposed densities and development of the proposed Specific Plan for CEQA purposes, and recommends the ADOPTION of Ordinance No. 2253, approving the Desert Gateway Specific Plan. The Commission Staff Report is attached for more detailed information regarding the plan.

DISCUSSION: The Desert Gateway Specific Plan (Northern Triangle), has been in development for approximately three years. The Specific Plan is a custom plan featuring curvilinear streets which will complement the topography, transit-oriented development principles with neighborhoods which will have easy access to employment centers, enhanced design guidelines to ensure quality development, and street designs which allow for landscaped medians and parkways.

The core of the Specific Plan is the Mixed Use Town Center (MUTC) which is intended to emanate from the Desert Xpress train station, with mixed uses adjacent to it, then lower density residential. If the train does not come to fruition, a theme park, shopping mall or academic college could take its place. Secondary to the MUTC are the Mixed Use Village Centers (MUVC) which are smaller scale versions serving the surrounding neighborhoods.

The Council approved a "developer" agreement over the area in support of the Desert Xpress high speed train to Las Vegas. While the specific plan does not need the train to be viable, the milestones in the agreement do not begin until the specific plan is adopted.

Two County representatives spoke with regard to the landfill and its closure and compatibility concerns. In response, we have added another proposed change to be made to the Implementation Chapter, which would allow the Development Director the ability to require buffering from the landfill to adjacent uses when compatibility is an issue.

Proposed changes to the plan are attached and will be made, along with changes that arise at the Council hearing, after the meeting as a final version.

PROPOSED SPECIFIC PLAN CHANGES

Chapter 4, Land Use

Revise Land Use Map to show designations on all properties.

Table 4.3 Land Use Designations

- Density & Intensity
  Decrease the SF-L density from 7 to 5 units per acre

- Descriptions
  Increase the minimum lot size in SF-L from 5,000 to 7,200 square feet.

  Revise SF-L, SF-M and MF-L to add the housing types as shown in Chapter 11(i.e. SF-L = Ranch, Villa designs; SF-M = Neo-Traditional, Cottage, Bungalow and Traditional; MF-L = Greencourt, Greenbelt)

Table 4.4 Land Use Table

- Residential
  Prohibit "Cluster single family housing" in SF-M and permit in MF-M
  Prohibit "Rowhouses" in SF-M

- Industrial
  Prohibit Salvage yards

Chapter 6, Economic Prosperity

Revise Figure 6.3 to better show the VVEDA project area.

Delete Section 6.2.2 in its entirety to prevent priority from being given to the Specific Plan area over other areas in the redevelopment plan area.

Chapter 11, Development Standards

Add a diagram for the SF-E, Estate lots to establish minimum lot widths, setbacks and heights which are more appropriate for this style of housing. Minimum lot size is one-half acre. Front setback shall be 40 feet, sides 20 feet, rear 20 feet. Building height is two story maximum.

Chapter 12, Design Guidelines

Add a statement allowing the ability to also use the City's Design Guidelines in areas where not addressed or to complement the design.

Change language in Section 12.3.2.2 Neighborhood Crafting Key Elements to require variable front yard setbacks and variable lot widths.

Revise Fig. 12.131 to state that the pictured facility is not integral, that shopping cart corrals should be screened, or replace with more appropriate picture of a cart facility.

Chapter 13, Landscape Guidelines

Revise Section 13.4 Sustainable Landscape Goals to add "shalls" to require plant materials that are drought tolerant.

Chapter 14, Implementation

Add language that allows property to develop in any phase as long all required infrastructure is provided to serve it.

Add language to allow properties which are located near existing infrastructure to develop at any time as long as their development is not in conflict with the plan.

Add language to allow the Development Director the discretion to administratively make minor changes in land use which may become necessary due to final alignments and designs of future interchanges, streets, haul routes, etc.

Add language to allow the Development Director the discretion to administratively make land use changes which may become necessary to ensure compatibility with the landfill.

Delete the Cost Recovery paragraph of 14.7.2.

EXECUTIVE SUMMARY

Desert Gateway Specific Plan
PLN09-00045

PROJECT DESCRIPTION: Adoption of the specific plan which will guide future development on property generally located west of the Interstate 15 Freeway, east of the Mojave River, and north of where they intersect.

APPLICANT:	City of Victorville
PLANNING COMMISSION PUBLIC HEARING DATES:	November 18, 2009
NUMBER OF PEOPLE SPEAKING IN FAVOR:	0
NUMBER OF PEOPLE SPEAKING OPPOSED:	3
NUMBER OF WRITTEN COMMENTS IN FAVOR:	1
NUMBER OF WRITTEN COMMENTS OPPOSED:	3
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION ACTION:	Recommend approval
PLANNING COMMISSION VOTE:	Kurth Aye Porter Aye Huber Aye Hinojos Aye Wilson Aye

ORDINANCE NO. 2253

AN ORDINANCE OF THE CITY OF VICTORVILLE APPROVING PLN09-00045 DESERT GATEWAY SPECIFIC PLAN – CITY OF VICTORVILLE

The City of Victorville has initiated a request for PLN09-00045 to establish and adopt the Desert Gateway Specific Plan, a Specific Plan on property in the City of Victorville, within the northern Sphere of Influence, and areas adjacent to the sphere, in the County of San Bernardino, State of California, described as follows:

The area generally encompassed by the eastern bank of the Mojave River, the existing City boundary and the I-15 Freeway; and

Pursuant to Title 7, Division I, Chapter 3 of the Government Code of the State of California, a public hearing was conducted on the 18th day of November, 2009, to hear arguments for and against the Specific Plan, and after hearing all testimony offered, the Planning Commission unanimously adopted Resolution No. P-09-068, which recommended to the City Council the adoption of the Specific Plan and PLN09-00045.

WHEREAS, the Specific Plan is consistent with and implements the goals and policies in the General Plan relating to the Northern Triangle property; and

WHEREAS, the City Council finds that the standards set forth in said Specific Plan are more comprehensive in dealing with both land use and infrastructure requirements and will result in a more systematic and orderly implementation than can be achieved through typical General Plan Land Use designations and zoning regulations; and

WHEREAS, the Environmental Impact Report for General Plan 2030 certified by the City Council in October of 2008 pursuant to Resolutions 08-150 and 08-151 (General Plan EIR – State Clearinghouse Number 2008021086) is adequate to serve as the environmental document for the Specific Plan consistent with the California Environmental Quality Act (CEQA); and

WHEREAS, the City Council finds that the General Plan EIR is adequate to serve as the environmental document for the Specific Plan pursuant to two separate provisions under CEQA (Public Resources Code § 21083.3 (and its implementing CEQA Guidelines 14 Cal Code Regs § 15183) and 14 Cal Code Regs § 15168).

WHEREAS, pursuant to Public Resources Codes § 21083.3 and 14 Cal Code Regs § 15183, a project which is consistent with the development density specified in a general plan for which an environmental impact report was certified does not require additional environmental review except as may be necessary to examine whether there are project-specific significant impacts which are peculiar to the project or the project site. The City Council finds that the Specific Plan is consistent with the General Plan and further finds that the General Plan EIR analyzed density in the Specific Plan area at a level equal to or greater than the density set forth in the Specific Plan. Consistent with these CEQA provisions, the City Council further finds:

1. That all potential environmental impacts that can result from development in the Specific Plan area were analyzed in the General Plan EIR. All feasible mitigation measures adopted pursuant to the General Plan EIR which are applicable to projects under the

Specific Plan will be applied. These mitigation measures will ensure that orderly development occurs in the Specific Plan area and that all potential significant impacts will be mitigated.

2. That implementation of the Specific Plan will not result in any significant peculiar impacts not previously analyzed in the General Plan EIR. In addition to the applicable mitigation measures, the development policies and standards set forth in the General Plan and Specific Plan when applied to future development projects will substantially mitigate potential environment effects that can occur as a result of development under the Specific Plan.

3. That the Specific Plan will not result in any potentially significant offsite impacts or cumulative impacts that were not previously addressed in the General Plan EIR.

4. That there is no substantial new information to show that development consistent with the Specific Plan will result in more severe impacts then were analyzed in the General Plan EIR and that it is the goal of the Specific Plan to further reduce impacts by planning and promoting a mixed use transit-oriented development.

WHEREAS, as an alternative, the City Council finds that pursuant to 14 Cal Code Regs § 15168, the Specific Plan is within the scope of the General Plan EIR and no additional environmental review is required for adoption of the Specific Plan. The City Council finds that the General Plan EIR, for the same reasons stated above, adequately analyzed the environmental impacts that can occur from development consistent with the Specific Plan. The City Council finds that no new impacts will result from those previously analyzed in the General Plan EIR and no new mitigation measures are required.

1. The City Council further finds pursuant to 14 Cal Code Regs §§ 15168 (c)(2) and 15162:

a) That there are no substantial changes proposed by the Specific Plan which would require major revisions to the General Plan EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of a previously identified significant effect;

b) That no substantial changes will occur with respect to the circumstances under which the Specific Plan is undertaken which will require major revisions to the General Plan EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and,

c) That there is no new information of substantial importance, which was not known or could not have been known at the time the General Plan EIR was certified, which shows any of the following:

(1) Development pursuant to the Specific Plan will have one or more significant effects not discussed in the General Plan EIR;

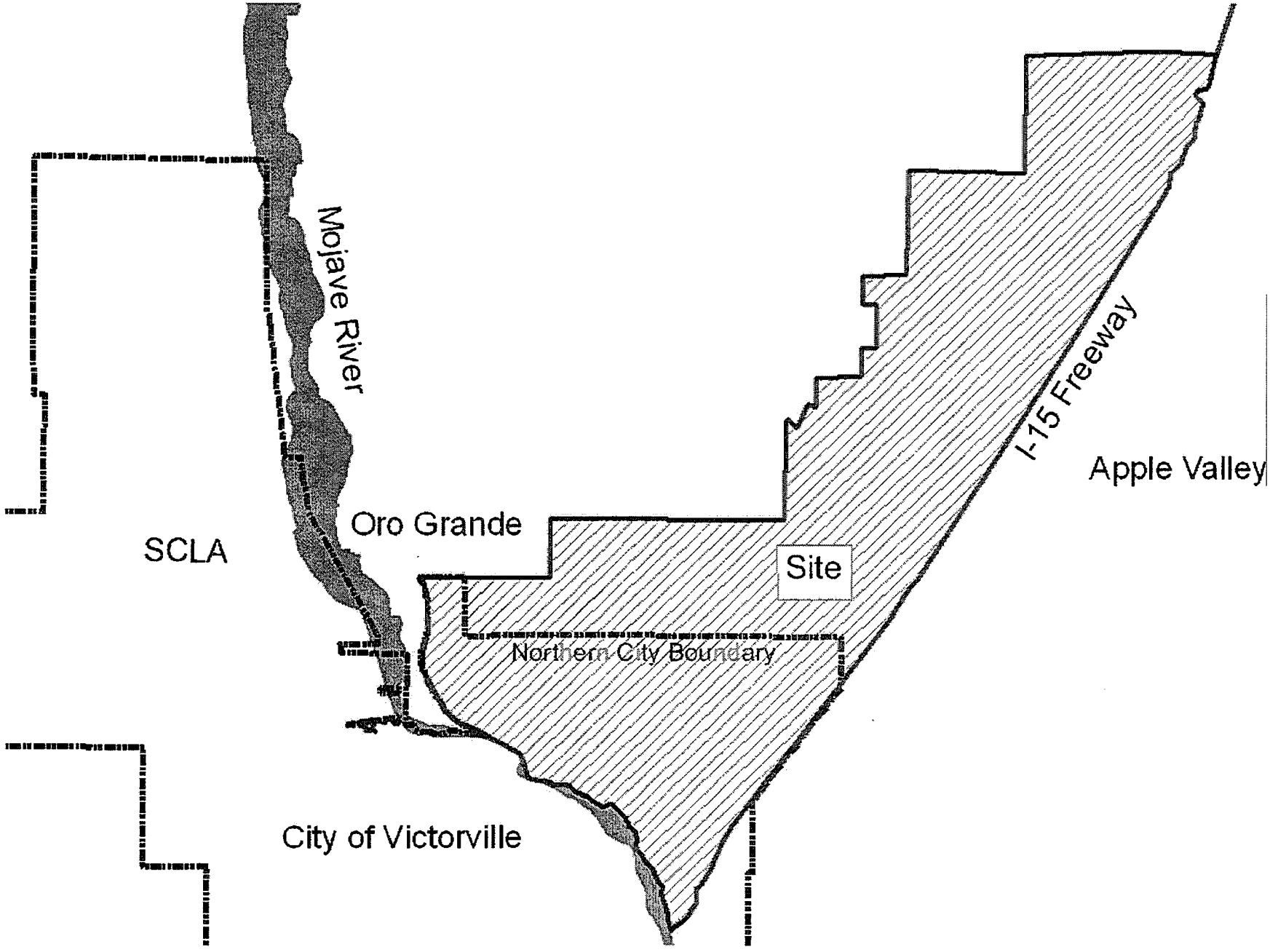
(2) Significant effects previously examined during the General Plan process will be substantially more severe than shown in the General Plan EIR;

(3) Mitigation measures or alternatives previously found not to be feasible during the preparation of the General Plan would in fact be feasible and would substantially reduce one or more significant effects of the Specific Plan, and the City declined to adopt the mitigation measure or alternative; and

(4) Mitigation measures or alternatives which were considerably different from those analyzed in the General Plan EIR would substantially reduce one or more significant effects on the environment, but the City declined to adopt the mitigation measure or alternative.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. That PLN09-00045, the Desert Gateway Specific Plan, be adopted subject to the proposed changes being made.


Mojave River
I-15 Freeway
Apple Valley
Oro Grande
SCLA
Site
Northern City Boundary
City of Victorville

EXCERPT OF THE NOVEMBER 18, 2009 MINUTES
Specific Plan PLN09-00045

"Mr. Borchert outlined the staff report and presented the project via a PowerPoint presentation. He noted that there were 11 X 17 copies of the plan available on the table in front of the dais for the public. He also noted that in the preparation process of the current General Plan, the City was planning on expanding the Sphere of Influence by approximately 33,000 acres. The General Plan assumed that this property would be zoned Specific Plan, and all the information and densities were known in preparing the General Plan and its Environmental Impact Report (EIR). As a result, Staff was using CEQA exemptions which would allow the use of the General Plan EIR to cover the specific plan.

Mr. Webb noted that this specific plan was being processed prior to the idea of the speed train ever coming to Victorville. Staff and the Commission had been looking at this area and wanted to pre-zone it as a specific plan all of which was done before TRED or a speed train was ever mentioned. The train has created the opportunity to go forward and produce the specific plan document within a short period of time. It was fortunate that the speed train idea came about; however, he wanted to make it clear that the specific plan would work with or without the train. The difference would be in the time it took to implement the plan; if the train did not develop it would probably take an additional 10 years. Mr. Webb explained the core of the plan could be used for a brand new entertainment/shopping mall, a super mall, Mall of America or any type of use classified as a regional use. The plan was conditioned for a regional use and speaks to a train station as one potential user; however, all the other uses he mentioned were permitted there.

The other issue he wanted to speak to was the size of the lots. There were some small lots proposed as well as Estate Lots of ½ acre minimum, Single Family Lots, which were the standard 7,200 square foot minimum and smaller lot single family. Theoretically with planning you want high density development towards the core. With commercial cores, there is an ability to develop mixed use residential and commercial, whether it's vertical with residences on top or surrounding it. There were, however, other areas where buffers were needed and you would typically place higher density multi-family residences.

The developers that Staff spoke with preferred to go with single-family residences, but with numerous smaller lots than what was initially discussed. Staff requested that these be pulled from the proposal and this was done. The smallest lots proposed were 3,000 square feet. There were three basic designs for these small lots. The first was neo-traditional where lawns go from front door to front door with a common walkway or bike path in between and the parking is through the rear with either small streets or alleys. These were intended to be starter homes; the trade-off was that they weren't multi-family or apartment complexes. The second design was the green court design where instead of having a cul-de-sac street, there is a small park. The traffic would again come in through the rear where the garages would be located. The third design is the green belt, which is the opposite of the green court design. All the traffic comes in through the cul-de-sac and into the garages then in the rear there is a green belt, or park-like strip of green with all the backyards joined as a common area. These were the designs brought forward when they were told that Staff would not support the smaller lots with standard row lots on a street. He felt it was a nice trade off for multi-family. He realized that smaller lots were a concern; however Staff worked to make this something unique and something that you would find in newer urban towns developing within the last 10 to 15 years. The specific plan would hold the developers to this type of development, and when submitting plans for a 3,000 square

foot lot they would have to do so as a large project and incorporate all of those features as well as numerous bike paths and trails so the area would be less vehicular

Chairman Kurth opened the public hearing.

Commissioner Hinojos questioned whether the utilities and fire access would be on the outer perimeters of the clusters of homes and whether the utilities would be underground.

Mr. Webb stated yes.

John Osborne, land owner, addressed the Chair and stated he had not heard much about this and questioned what impact the land fill would have on the plan. He had a lot of questions on infrastructure and the zoning of residential areas instead of industrial areas along the I-15. With the current economic trend, he couldn't see this developing for at least 15 years. He felt the City was premature in taking this on and stated the project should be shelved until it could be studied more. He requested a meeting with Staff in order to answer some of the questions he had. In addition, he noted that he owned a personal family air-strip and a 22 acre industrial facility along the I-15 Freeway and questioned how the plan would affect that.

Chairman Kurth stated he understood Mr. Osborne's concerns since this was a very large plan and Mr. Osborne hadn't seen much of it. He felt it would be beneficial for Mr. Osborne to meet with the Development Department. The specific plan was conceptual and needed to be put in place sooner or later. Staff would be able to answer any detailed questions he might have.

Mr. Webb stated the whole project dealt only with zoning and development was not occurring at this time. The zoning was much more detailed than what you would see in the County and throughout the City in that it had design standards and specific requirements for the type of development within it. Currently, some of the land in this area has no zoning. By law the City was required to zone property and that's why Staff had been working on this project for the last two years. The only difference with this zoning was instead of R-1, the zoning would be Estate Lots, instead of R-2, it would be some of the smaller lot development previously mentioned. The design standard was higher and zoning more detailed. This was not a project being proposed for development, however, anytime a development plan for this area was submitted, such as a site plan or conditional use permit, it would go before the Planning Commission just as it is currently done throughout the City.

Mr. Osborne stated he understood that, he had seen projects developed in the City that had been very well designed, but he had also seen other projects developed that had not been completed or had been lacking. There were questions of fiscal impact, and questioned whether it was being done under a Negative Declaration.

Mr. Webb stated the Environmental review had already been completed and adopted last year for the entire City under the new General Plan.

Mr. Osborne questioned whether the Environmental review would cover the area that was not currently within the City.

Mr. Webb stated yes, by law the City had to acknowledge its Sphere of Influence and incorporate that into the General Plan.

Mr. Osborne questioned whether the specific plan also addressed the utility services and things of that nature.

Mr. Webb stated, "In general, yes."

Mr. Osborne stated the water district was located north of his property which was non contiguous. There was no development or water in that area so there was a lot of infrastructure and internal development that needed to be thought out prior to drawing lines on paper and making it happen.

Mr. Webb stated that Mr. Borchert would be contacting Mr. Osborne since he had been working on the project for the last two years. He was confident that Mr. Osborne would see that this was an attempt to avoid the development issues seen within the area for the last five to ten years. It wasn't perfect and not the end all, but it was the best done so far.

Mr. Osborne questioned when the recommendation of the Planning Commission would be heard by the City Council.

Mr. Webb stated it would be December 15th.

Mr. Osborne reiterated that he had a lot of questions, felt the project was ahead of its time, and that he opposed it. He recommended that it be shelved and felt the City should concentrate more on service to the area currently within the City boundaries.

Peter Wulfman, Division Manager for Solid Waste Management of San Bernardino, addressed the Chair and stated the Environmental Impact Report (EIR) for the General Plan stated that the expansion of the Victorville Landfill to the year 2047, which was operated by the County of San Bernardino, would provide sufficient capacity to avoid impacts in environment and health and safety to the local community. The specific plan relied on this EIR. Additionally, the Sideways Partnership Strategic Implementation Plan for which the City of Victorville was a partner, was approved in 1995, amended in 1997, and designated the Victorville Landfill as a regional landfill in the future. From 1995 and 1997, the Hesperia Landfill was offered as an alternative site to the Victorville Landfill. The City of Victorville strongly opposed the Hesperia site and strongly supported the Victorville site. After the amendment in 1997 the County vigorously pursued expansion of the Victorville Landfill. This was approved in 2005 and was the basis for the planning in the General Plan EIR. The County did not plan to close the landfill until 2047, however the specific plan showed elementary and middle schools, single family and multi-family residential, a hospital, a mixed-use town center and parks directly adjacent to or near the landfill. History shows that these are not compatible land uses adjacent to a landfill. Compatible uses included light and heavy industrial and further out, commercial uses. Therefore the goal of the harmonious land use interaction stated in Chapter 4 of the specific plan was not met by the planned land use adjacent to the landfill. The County suggested that it was in the best interest of the City of Victorville to provide compatible land uses adjacent to and near the Victorville landfill.

James Squire, Deputy Director for Land Use Services for the Advance Planning Division for the County of San Bernardino, addressed the Chair and stated he spoke to the City Council last year on the EIR for the General Plan update. At that time he had written a letter after consulting with his staff about service, influence, mineral, resource and water issues as well as consistencies with the County and City General Plan. If they had seen an outline of this area, they would have probably added more comments on the land use issues, specifically those

issues Mr. Wulfman addressed. In the County's opinion, the City's proposal to use the General Plan EIR for this specific plan was inadequate. They would have expected at least some additional analysis to be done for the uses being proposed over the land fill, if and when it closes, and analysis of what those impacts would be for those uses at that location. They also expected more analysis of all the different specific uses that Mr. Webb described as far as it being a part of the specific plan. The County was not necessarily opposed to the specific plan they were just concerned with the uses around the landfill and felt the EIR was inadequate because it did not contain that analysis. They proposed the City do additional analysis that would contain that information in order to inform future purchasers what the impacts might be and how the impacts were mitigated. This could be accomplished through a supplement to the EIR or whatever City Staff deemed appropriate.

Chairman Kurth questioned whether Staff was aware of any previous concerns from the County.

Mr. Webb stated Staff felt the City adequately addressed the County's concerns during the EIR process. As far as the landfill, Staff was not aware that it was unsafe or there were any safety issues. If the County would like to inform the City of the safety issues, then Staff could look at the type of uses around the landfill. Staff did include all the densities and uses and the transportation issues with the General Plan and General Plan EIR. All the densities, uses and intensities for this area were included in the EIR and none of those had increased. It was possible for him to change some of the uses around administratively, if informed that there was a safety issue. Staff would not allow anyone within a specified radius of the landfill that was determined unsafe, but would need that information from the County team.

Mr. Squire stated the County was in the process of composing their greenhouse gas reduction plan as per the lawsuit filed against the County from the Attorney General's office. In that process they discussed landfill gases that needed to be monitored during the operation of a landfill as well as years after its closing. The City would be provided with a draft of the plan shortly. Before it was officially adopted, they would need to do their own EIR. These were serious issues that they felt needed to be addressed and why they thought more analysis would have been done.

Mr. Webb stated Staff was open to shifting uses around the landfill and may, if necessary, propose that prior to it going to City Council. Typically landfills were regulated from within and with a safe distance around them so that development could occur around them. The plan did not hinge on the landfill or the immediate vicinity of the landfill and as he previously stated, all the uses were noted by acreage and location in the General Plan.

Mr. Squire stated all that he saw in the EIR was just labeled specific plan with no other detail. This made it hard to evaluate and comment on. The City's General Plan talked about the Quartzite Planning Area and the North Mojave Planning Area and then the EIR didn't address the Quartzite area at all. It was very hard to sort through when they were looking at some of those issues.

An unidentified lady addressed the Chair and stated she lived in Oro Grande and was planning to develop with the County. She talked to County Planning today about submitting the plans and was told the City of Victorville would probably be taking over. She was confused as to why she couldn't start her plans with the County zoning and expect them to be followed through on. She had over 100 acres and had been aggressively pursued by someone who was well informed about the process. She wanted to keep her land and keep it the way it was. She

questioned how the process would affect her and how long before she would lose her rights as a County resident.

Chairman Kurth questioned whether she could tell whether her property was identified as a part of the specific plan map.

She stated it wasn't on this map; it was scheduled for a January hearing.

Mr. Webb stated the last people that spoke were with the County and would have the answers for her questions. He explained that counties worked with cities in order to help determine ahead of time what county land they might be absorbing as a city grows. The county was responsible for working with the cities and all the negotiations to help them expand and grow in an orderly way. Often times a city will pre-zone areas that lie outside their city knowing that one day the city may absorb them. The county realizes that in time there may be changes and will sometimes look at the city proposed zoning and move towards that so the uses will be compatible down the line. He noted that her property was not within this specific plan area but was possibly within the City's sphere expansion area, which the City would expand into later down the line. It was not currently under the City's control so she would still need to work with the County.

Raymond Race, an Oro Grande resident, addressed the Chair and questioned where the western boundary of the specific plan was, the railroad tracks, National Trails Hwy...

Mr. Borchert stated it followed the river until it hit National Trails Hwy. then it followed National Trails. It was just a general location in order to give people an idea of the area involved. Staff tried to follow property lines as much as possible. Mr. Borchert questioned whether Mr. Race was currently located within the City boundaries.

Mr. Race stated he didn't believe so.

Mr. Borchert stated the plan would not have an affect on his property as this plan only went to the existing City boundary. He noted that, if Mr. Race provided him with his Assessor Parcel Number, he would be able to determine whether he was within the City boundary.

Mr. Race stated that he was a former Golf Course Superintendant and had lived in the valley long enough to have watched and listened to the discussions and accusations with the water adjudication. All anyone had to do was take a drive up National Trails to Lenwood and see how many ranches and farms were lost as a result of that adjudication. This was a desert area and when he hears about golf courses, which use anywhere from an acre foot of water to five or six acre feet of water a year it concerned him as most farmers along the river didn't even get that much water. He found the whole thing upsetting and didn't know where the dump would be moved to. Even though he lived on the west side of this area, he questioned how it would affect his zoning. He lived on National Trails Highway which could potentially be developed as commercial property. If it were up to him, he would vote to push it to the back and put it on the bucket list of things to think about and do.

Ashka Patel, 14998 7th Street, questioned whether the land was currently under the USDA territory.

Chairman Kurth stated he wasn't sure whose jurisdiction the land fell under.

Mr. Borchert questioned whether she was referring to Williamson Act land.

Ms. Patel questioned whether the land proposed for zoning was considered USDA territory because it was part of the County and not in the City of Victorville.

Commissioner Kurth questioned whether Ms. Patel was referring to Bureau of Land Management (BLM) land.

Mr. Borchert stated a lot of the land was BLM land.

Ms. Patel questioned whether the land would still be considered BLM land after it was annexed or would it change.

Mr. Borchert stated this plan would only set the zoning, ownership would not change.

Mr. Webb stated much of the BLM land had been left in its natural state and some of it had been proposed for either park space or schools. There was an arrangement where municipalities could trade or purchase BLM land, if it was for public use, so the plan tried to put public uses on some of the BLM land in the hopes that that would occur.

There being no further testimony, Chairman Kurth closed the public hearing.

Chairman Kurth stated although this has been referred to as a project, to him a project was the development, a building, or a tract plan for houses. This was more a pre-zoning of property and he wished parts of the City would have had a plan like this in the past since so much of the City was developed without much forethought or planning. This would be used as a guideline for future development and would give order to that development.

Commissioner Hinojos stated the plan was a concept that attempted to standardize how the Commission sees future growth in this area. It did not address whether BLM land would be purchased or the closing of the dump site. If the landfill stayed there would be some affect on the proposed plans. Some of those issues were discussed during the preliminary hearings held when the Commission was working on the first phases of the General Plan update. He thought even then, that it was suggested to all those that attended that this was a conceptual idea. The plan was not cast in concrete, it was something that, if it came to pass, could be used and ultimately would result in a better design of the zoning within this area. All the issues brought up at this meeting needed to be considered, but at such a time as those issues are addressed. This would at least provide a general idea of the kind of building and zoning that the Commission felt today would be in effect whether it is 10 or 30 years from now. There was still a lot of work to be done, but he thought this Commission had to consider the concept itself, since they had dealt with it for over three years and it needed to move to the next step, which would be to allow the City Council to consider the plan and see how they might want to amend those things that were being addressed tonight.

A motion was made by Commissioner Hinojos and seconded by Commissioner Wilson to approve Resolution P-09-068 recommending approval to the City Council of the Desert Gateway Specific Plan. The motion carried by unanimous vote of the Commission. The Resolution was entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF VICTORVILLE RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF THE DESERT GATEWAY SPECIFIC PLAN, PLN09-00045, OVER THE AREA PREVIOUSLY REFERRED TO AS THE "NORTHERN TRIANGLE""