



## City Council Staff Report

November 6, 2013

CONSENT CALENDAR

**Subject:** APPROVAL OF TRACT MAP 36525 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH SOL PS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR A 46-LOT SINGLE FAMILY RESIDENTIAL UNIT TRACT MAP, LOCATED ON 7.11 ACRES AT THE NORTHEAST CORNER OF AVENIDA CABALLEROS AND AMADO ROAD, IN SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST

**From:** David H. Ready, City Manager

**Initiated by:** Public Works and Engineering Department

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### SUMMARY

Luke R. Beverly, representing Sol PS, LLC, a California Limited Liability Company, has prepared a tract map for subdivision of property into forty six residential lots, located at the northeast corner of Avenida Caballeros and Amado Road, in Section 14, Township 4 South, Range 4 East. Approval of the tract map will allow the map to be recorded. This is merely a ministerial action, as required by the Municipal Code and the Subdivision Map Act.

### RECOMMENDATION:

- 1) Adopt Resolution No. \_\_\_\_\_ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP 36525 FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF AVENIDA CABALLEROS AND AMADO ROAD, IN SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH SOL PS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY;" and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

Luke R. Beverly, representing Sol PS, LLC, a California Limited Liability Company, submitted Tract Map 36525, requesting that the property located at the northeast corner

ITEM NO. 26

of Avenida Caballeros and Amado Road, in Section 14, Township 4 South, Range 4 East, be subdivided into forty six residential lots on a 7.11 acre site.

At its meeting of May 22, 2013, the Planning Commission recommended approval of Tentative Tract Map 36525, which was subsequently approved by the City Council, subject to conditions, on June 19, 2013.

The property being subdivided as Tract Map 36525 for single family residential purposes is the site of Sol PS.

It has been determined that required conditions have been satisfied, that Tract Map 36525 is in substantial conformance with the approved Tentative Tract Map, and that Tract Map 36525 is ready for City Council approval.

FISCAL IMPACT:

None.



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David J. Barakian  
Director of Public Works/City Engineer



David H. Ready, City Manager

ATTACHMENTS:

1. Map
2. Subdivision Improvement Agreement
3. Resolution

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 36525

BEING A SUBDIVISION OF TRACT NO. 17430, M.B. 183 PAGES 63 THROUGH 66, TRACT NO. 17430-2, M.B. 153, PAGES 49 THROUGH 50, TRACT NO. 17430-3, M.B. 153 PAGES 61 THROUGH 62, AND A PORTION OF THE SOUTHWEST ONE QUARTER, OF THE NORTHWEST ONE QUARTER, OF THE NORTHEAST ONE QUARTER, SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

AMR ENGINEERING JULY 2013

A PRELIMINARY SOILS REPORT (REPORT NUMBER 05-08-650) WAS PREPARED BY SUDDEEN ENGINEERING, ON OCTOBER 18, 2012, AS REQUIRED BY THE HEALTH AND SAFETY CODE, AND FILED WITH THE PLANNING DIVISION, CITY OF PALM SPRINGS.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES.

CITY CLERK'S STATEMENT

I, \_\_\_\_\_, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, STATE OF CALIFORNIA, HEREBY CERTIFY THAT CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, DID APPROVE THE AMENDED MAP OF TRACT NO. 36525.

THE TENTATIVE MAP WAS APPROVED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CITY CLERK AND EX-OFFICIO CLERK OF THE CITY OF PALM SPRINGS.

SIGNATURE OMISSIONS

- 1. CALIFORNIA ELECTRIC POWER COMPANY (NOW SOUTHERN CALIFORNIA Edison COMPANY) HOLDER OF AN EASEMENT FOR LIVING TREE TRACT MAP NO. 188 APPROVED SEPTEMBER 23, 1951, FOR A PERIOD OF 30 YEARS FROM MARCH 9, 1948, IN ACCORDANCE WITH THE PROVISIONS OF THE ACT OF MARCH 4, 1911 (LS 3344, 1762) AS MORE PARTICULARLY DESCRIBED IN DOCUMENT ON FILE UNDER NUMBER 37054-47. (2/20/07)

- 2. THE UNITED STATES OF AMERICA HOLDERS OF A RIGHT OF WAY FOR DRINKING AND CAVAS AS RESERVED BY A PLAT DATED APRIL 16, 1922 AS INSTRUMENT NO. 84-64539 OF OFFICIAL RECORDS.
- 3. DESERT WATER AGENCY HOLDERS OF AN UNRECORDED EASEMENT FOR WALKWAY LINE PURPOSES AS DESCRIBED BY SIGNATURE OMISSION STATEMENT OF TRACT 17430-3.
- 4. DESERT WATER AGENCY HOLDERS OF AN UNRECORDED EASEMENT FOR WATER LINE PURPOSES AS DESCRIBED BY SIGNATURE OMISSION STATEMENT OF TRACT 17430-3.
- 5. SOUTHERN CALIFORNIA GAS COMPANY, HOLDERS OF AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED MAY 23, 1944 AS INSTRUMENT NO. 84-109841 OF OFFICIAL RECORDS.
- 6. DEPARTMENT OF THE INTERIOR, DIRECTOR BUREAU OF INDIAN AFFAIRS HOLDERS OF AN EASEMENT SHOWN OR DERIVED ON THE MAP FILED OR RECORDED IN BOOK 153 OF TRACT MAP NO. 17430-2, PAGES 49 TO 50 FOR ACCESS AND EGRESS FOR OWNERS AND THEIR GUESTS, SERVICE AND EMERGENCY VEHICLES, PUBLIC UTILITY PURPOSES AND PRIVATE DRIVEWAY PURPOSES AND INCIDENTAL PURPOSES.
- 7. PALM SPRINGS WATER COMPANY HOLDERS OF AN EASEMENT FOR WALKWAYS AND INCIDENTAL PURPOSES, RECORDED MARCH 12, 1955 IN BOOK 1369 OF OFFICIAL RECORDS, PAGE 158.
- 8. SOUTHWEST CALIFORNIA GAS COMPANY HOLDERS OF AN EASEMENT FOR WALKWAYS, EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 23, 1944 AS INSTRUMENT NO. 84-109841 OF OFFICIAL RECORDS.
- 9. SOUTHWEST CALIFORNIA GAS COMPANY HOLDERS OF AN EASEMENT FOR WALKWAYS AND INCIDENTAL PURPOSES, RECORDED AUGUST 22, 1944 AS INSTRUMENT NO. 84-187381 OF OFFICIAL RECORDS.
- 10. DESERT WATER AGENCY HOLDERS OF AN EASEMENT FOR WALKWAYS AND INCIDENTAL PURPOSES, RECORDED JUNE 24, 1945 AS INSTRUMENT NO. 85-167673 OF OFFICIAL RECORDS.
- 11. DEPARTMENT OF THE INTERIOR, DIRECTOR BUREAU OF INDIAN AFFAIRS HOLDERS OF AN EASEMENT SHOWN OR DERIVED ON THE MAP FILED OR RECORDED IN BOOK 153 OF TRACT MAP NO. 17430-2, PAGES 49 TO 50, FOR ACCESS AND EGRESS FOR OWNERS AND THEIR GUESTS, SERVICE AND EMERGENCY VEHICLES, PUBLIC UTILITY PURPOSES AND PRIVATE DRIVEWAY PURPOSES AND INCIDENTAL PURPOSES.
- 12. SA MADONIA SUB D HOLDERS OF AN EASEMENT FOR EGRESS, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED APRIL 9, 1985 AS INSTRUMENT NO. 84-111326, 84-111326, 84-111327 AND 84-111328 AND 22-RECORDED, JUNE 3, 1989 AS INSTRUMENT NOS. 84-164641, 84-164642, 84-164643, 84-164644 AND 84-164645. ALL OF OFFICIAL RECORDS.

RECORDER'S CERTIFICATE SHEET 1 OF 6 SHEETS

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013 AT \_\_\_\_\_ MIN.

BOOK \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF THE CITY CLERK OF THE CITY OF PALM SPRINGS.

NO. \_\_\_\_\_ FEE \_\_\_\_\_ LARRY W. WARD COUNTY ASSESSOR-CLERK-RECORDER

BY: \_\_\_\_\_ DEPUTY

SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY, INC.

SURVEYOR'S STATEMENT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SOILS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON JULY 22, 2013. I HEREBY STATE THAT ALL INSTRUMENTS ARE OF THE CHARACTER AND SCOPE OF THE PROVISIONS OF THE MAP ACT AND WILL BE SET TO ACCORDANCE WITH THE TERMS OF THE INSTRUMENT AGREEMENT FOR THE MAP AND THAT THE INSTRUMENTS ARE, OR WILL BE, SUFFICIENT TO FURNISH THE SURVEY TO BE RECORDED AND THAT THE FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.



LUKE R. BEVERLY, LS 8222, OCTOBER 18, 2012, DATE

CITY ENGINEER

CITY ENGINEER

DAVID J. BRAYMAN, REC 28937, DATE

CITY ENGINEER

SUB-LESSEE CERTIFICATE SOILS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS SUB-LESSEE UNDER LEASEHOLD ESTATE CREATED BY THAT CERTAIN RESTRICTED BUSINESS LEASE PS-188, EXECUTED BY THE HEIRS OF DECEASED MARCUS PETER B. (DAUGHTER PS-268), MARA WENZEL AND MURIEL LUTTERS, AND THE HEIRS OF DECEASED MARILYN MAE BOW (DAUGHTER PS-268), LUCILLE ANN DEW AND SHAWN DREW, NOW JOINTLY RECORDED DECEMBER 11, 2006, AS INSTRUMENT NUMBER 06-075486 BY/ON BEHALF OF RIVERSIDE COUNTY, THE LESSEE'S INTEREST HAVE BEEN PASSED TO SOILS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY PER DOCUMENT RECORDED OCTOBER 07, 2013 AS INSTRUMENT NO. 2013-0481721, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY: \_\_\_\_\_ TITLE \_\_\_\_\_

BY: \_\_\_\_\_ TITLE \_\_\_\_\_

NOTARY ACKNOWLEDGEMENT STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ DATE, 2013, BEFORE ME \_\_\_\_\_ NAME AND TITLE OF OFFICER

PERSONALLY APPEARED \_\_\_\_\_ WHO PROVES TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGEMENT TO ME THAT HE/SHE/IT THEY EXECUTED THE SAME IN HIS/HER/IT THEIR AUTHORIZED CAPACITY(IES); AND THAT BY HIS/HER/IT THEIR SIGNATURE(S) ON THE INSTRUMENT, THE REPRESENTS, OR THE EVENT UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_ (SEAL)



OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE RECORD OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE AMENDED MAP AND THE RECORD HOLDERS OF SECURITY INTEREST THEREIN, HEREBY CONSENT TO THE REVISIONS OF THIS MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTRICTIVE BORDER LINE PURSUANT TO THE PROVISIONS OF CHAPTER 1, TITLE 6, PART 4 DIVISION 30000 OF THE CIVIL CODE. THERE IS ACKNOWLEDGED HEREWITH AND CETERA OF REGULATION BY THE UNITED STATES OF AMERICA OF ANY PART OF SAID LAND FOR PUBLIC USE.

THE UNITED STATES OF AMERICA

BY: SUPERINTENDENT, BUREAU OF INDIAN AFFAIRS, PALM SPRINGS AGENCY DATE

OWNER IN FEE AND HOLDER IN TRUST AS TO THAT PORTION OF ALLOTMENT 88E AND 82B INCLUDED IN INDIAN LAND LEASE NO. 851, 188 APPROVED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS (ON MARCH 21, 1976 AND RECORDED MARCH 4, 1981 AS INSTRUMENT NUMBER 7540, AND AMENDED AND RESTATED BY RESTRICTED BUSINESS LEASE RECORDED JANUARY 22, 2013, AS INSTRUMENT NUMBER 2013-0481489 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ DATE, 2013, BEFORE ME \_\_\_\_\_ NAME AND TITLE OF OFFICER

PERSONALLY APPEARED \_\_\_\_\_ WHO PROVES TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGEMENT TO ME THAT HE/SHE/IT THEY EXECUTED THE SAME IN HIS/HER/IT THEIR AUTHORIZED CAPACITY(IES); AND THAT BY HIS/HER/IT THEIR SIGNATURE(S) ON THE INSTRUMENT, THE REPRESENTS, OR THE EVENT UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_ (SEAL)

LESSEE'S CERTIFICATE

WE HEREBY STATE THAT WE ARE THE LESSEES OF OR HAVE THE RIGHT, TITLE OR INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTRICTIVE BORDER, MY HEREBY RESOLVE THE RIGHT OF INTEREST AND EGRESS FOR THE OWNERS AND THEIR GUESTS AND FOR SERVICE AND EMERGENCY VEHICLES AND FOR PUBLIC UTILITY PURPOSES OVER THOSE AREAS DESIGNATED AS LOT A, LOT B, LOT C, LOT D, LOT E, LOT F, LOT G, AND LOT H.

SOILS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TRUSTEE UNDER INDIAN LAND LEASE NO. 851, 188 APPROVED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS (ON MARCH 21, 1976 AND RECORDED MARCH 4, 1981 AS INSTRUMENT NUMBER 7540), AND AMENDED AND RESTATED BY RESTRICTED BUSINESS LEASE RECORDED OCTOBER 07, 2013 AS INSTRUMENT NO. 2013-0481721 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY: \_\_\_\_\_ TITLE \_\_\_\_\_

NOTARY ACKNOWLEDGEMENT STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ DATE, 2013, BEFORE ME \_\_\_\_\_ NAME AND TITLE OF OFFICER

PERSONALLY APPEARED \_\_\_\_\_ WHO PROVES TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGEMENT TO ME THAT HE/SHE/IT THEY EXECUTED THE SAME IN HIS/HER/IT THEIR AUTHORIZED CAPACITY(IES); AND THAT BY HIS/HER/IT THEIR SIGNATURE(S) ON THE INSTRUMENT, THE REPRESENTS, OR THE EVENT UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_ (SEAL)

TRACT MAP NO. 36525

BEING A SUBDIVISION OF TRACT NO. 17430, M.B. 153 PAGES 53 THROUGH 55, TRACT NO. 17430-2, M.B. 153, PAGES 49 THROUGH 50, TRACT NO. 17430-3, M.B. 153 PAGES 51 THROUGH 52, AND A PORTION OF THE SOUTHWEST ONE QUARTER, OF THE NORTHEAST ONE QUARTER, SECTION 14 T. 4 S., R. 4 E.

SURVEYOR'S NOTES: AMR ENGINEERING JULY 2013

- 1. INDICATES MONUMENT FOUND AS NOTED
2. INDICATES SET 1" IRON PIPE WITH PLASTIC FLAG, L.S. 8223, DOWN C.I. ON CON. SPIKE AND WELDER STAMPED L.S. 8223 SET FLUSH IN ASPHALT, OR LEAD, BRASS TACK, AND BRASS TAG L.S. 8223 IN CONCRETE
3. SET 1" IRON PIPE WITH PLASTIC FLAG, L.S. 8223, DOWN 0.1" OF CONCRETE NAIL WITH BRASS TAG L.S. 8223 1/2" FROM CON. SPIKE AND STAMPED L.S. 8223, FLUSH 8223 AT ALL REAR LOT CORNERS AND ANGLE POINTS IN PROPERTY LINES
4. SET 1" IRON PIPE WITH PLASTIC FLAG, L.S. 8223, DOWN 0.1" OF CONCRETE NAIL WITH BRASS TAG L.S. 8223 1/2" FROM CON. SPIKE AND STAMPED L.S. 8223, FLUSH 8223 AT ALL REAR LOT CORNERS AND ANGLE POINTS IN PROPERTY LINES
5. SET LEAD, BRASS TACK AND BRASS TAG, L.S. 8223, AT THE PROLONGATION OF SIDE PROPERTY LINES IN TOP OF CONCRETE CURB
6. RECORD DATA PER TRACT MAP NO. 14009-1, M.B. 131, P. 90-91, O.R.C.
7. RECORD DATA PER TRACT MAP NO. 17430-3, M.B. 153, P. 51-52, O.R.C.
8. RECORD DATA PER TRACT MAP NO. 17430-2, M.B. 153, P. 49-50, O.R.C.
9. RECORD DATA PER TRACT MAP NO. 17430-1, M.B. 153, P. 47-48, O.R.C.
10. RECORD DATA PER B.L.W. DEPENDENT RESURVEY, SUBDIVISION OF TULCHON 14, AND METES AND BOUNDS SURVEY, ACCEPTED JULY 8, 1988
11. MONUMENT POSITION ESTABLISHED BY PROPORTION
12. MONUMENT POSITION ESTABLISHED BY COMPASS ADJUSTMENT
13. MONUMENT POSITION ESTABLISHED BY INTERSECTION
14. BUREAU OF INDIAN AFFAIRS BUSINESS LEASE NUMBER

EASEMENTS

- 1. AN EASEMENT FOR ELECTRIC DISTRIBUTION LINE RIGHT OF AN APPROVED SEPTEMBER 17, 1951, FOR A PERIOD OF 50 YEARS FROM MARCH 9, 1948, IN ACCORDANCE WITH THE PROVISIONS OF THE ACT OF MARCH 4, 1911 (26 STAT. 1823), IN FAVOR OF THE CALIFORNIA ELECTRIC POWER COMPANY (NOW SOUTHERN CALIFORNIA Edison COMPANY) AS MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. FILE UNDER NUMBER 3794-47 (CIVIL)
2. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED MAY 21, 1984 AS INSTRUMENT NO. 84-105941 OF OFFICIAL RECORDS
3. AN EASEMENT FOR ingress, EGRESS, SERVICE AND EMERGENCY VEHICLES, PUBLIC UTILITY PURPOSES AND PRIVATE INDUSTRIAL PURPOSES AND INCIDENTAL PURPOSES ON TRACT MAP 17430-2, MAP BOOK 153, PAGES 49 AND 50, O.R.C.
4. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENTS RELYING RECORDED 27, 1951 AS INSTRUMENT NO. 81-146737 AND APRIL 1, 1951 AS INSTRUMENT NO. 82-108273, BOTH OF OFFICIAL RECORDS
5. AN EASEMENT FOR PARKWAYS AND INCIDENTAL PURPOSES, IN FAVOR OF PALM SPRINGS WATER COMPANY RECORDED MARCH 17, 1955 IN BOOK 1706, PAGE 152 OF OFFICIAL RECORDS
6. A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED APRIL 16, 1982 AS INSTRUMENT NO. 82-04599 OF OFFICIAL RECORDS (BLANKET IN NATURE)
7. AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED AUGUST 27, 1984 AS INSTRUMENT NO. 84-107351 OF OFFICIAL RECORDS
8. AN EASEMENT FOR PARKWAYS AND INCIDENTAL PURPOSES, IN FAVOR OF DESERT WATER AGENCY RECORDED JUNE 24, 1985 AS INSTRUMENT NO. 85-136775 OF OFFICIAL RECORDS
9. AN UNRECORDED EASEMENT FOR WALKING PURPOSES IN FAVOR OF DESERT WATER AGENCY, AS DESCRIBED BY SIGNATURE CONVEYOR STATEMENT OF TRACT 17430-3
10. AN EASEMENT SHOWN OR DERIVED ON THE MAP FILED OR RECORDED IN BOOK 151 OF TRACT MAP 17430-3, PAGES 51 AND 52 OF METES, BOUNDS, EGRESS, SERVICE AND EMERGENCY VEHICLES, PRIVATE DRIVEWAY, PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS SHOWN ON TRACT MAP NO. 17430 AS FILED IN MAP BOOK 153, PAGES 53 THROUGH 55 INCLUSIVE, O.R.C.
11. AN UNRECORDED EASEMENT FOR WALKING PURPOSES IN FAVOR OF DESERT WATER AGENCY, AS DESCRIBED BY SIGNATURE CONVEYOR STATEMENT OF TRACT 17430
12. AN EASEMENT IN FAVOR OF A WATERSHIP S.P. AFFECS, FOR ingress, EGRESS, SERVICE AND INCIDENTAL PURPOSES RECORDED APRIL 6, 1951 AS INSTRUMENT NOS. 81-113180, 81-113181, 81-113182, 81-113183 AND 81-113184 AND 81-113185 AND 81-113186 AS INSTRUMENT NOS. 81-184631, 81-184632, 81-184633, 81-184634 AND 81-184635, ALL OF OFFICIAL RECORDS

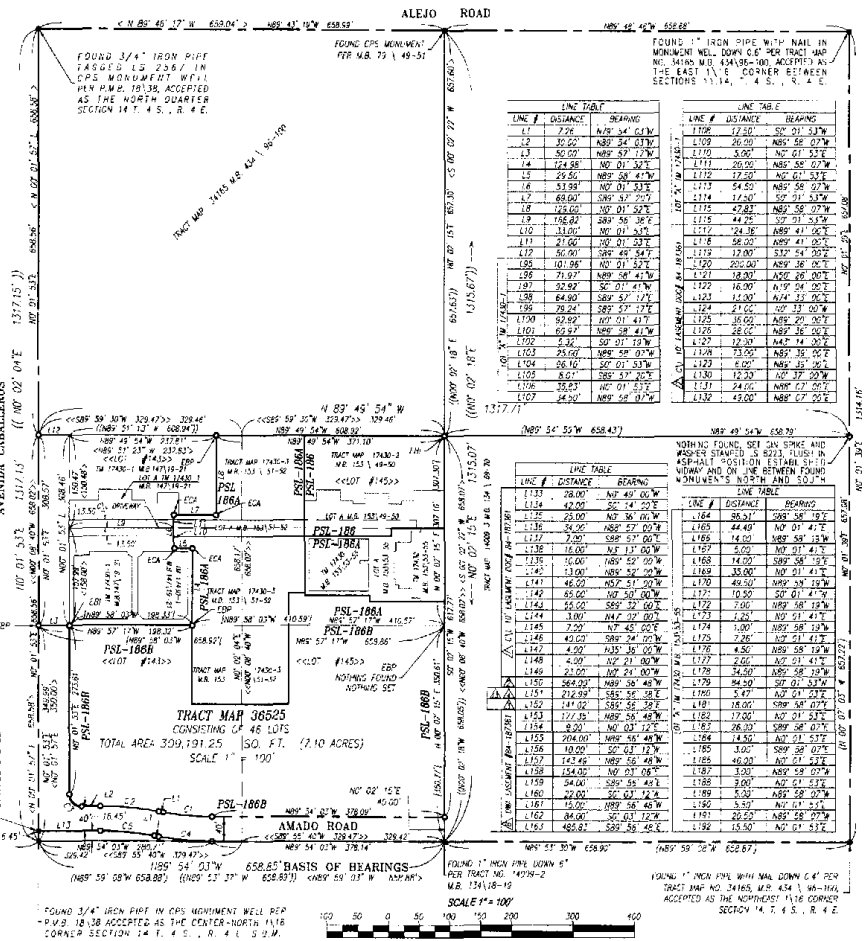


Table with columns: LINE #, DISTANCE, BEARING, and LINE #, DISTANCE, BEARING. Contains survey data for various lines and bearings.

Table with columns: LINE #, DISTANCE, BEARING, and LINE #, DISTANCE, BEARING. Contains survey data for various lines and bearings.

FOUND 1" IRON PIPE WITH NAIL IN MONUMENT NO. DOWN 0.1" PER TRACT MAP NO. 14009-1, M.B. 131, P. 90-91, O.R.C. AS THE EAST 1/4 CORNER BETWEEN SECTIONS 13, 14, T. 4 S., R. 4 E.

FOUND 3/4" IRON PIPE IN C.P.S. MONUMENT WELL REP. P.V.B. 18.38 ACCEPTED AS THE CENTER-NORTH 1/16 CORNER SECTION 14 T. 4 S., R. 4 E.

FOUND 1" IRON PIPE DOWN 5' PER TRACT MAP NO. 36485, M.B. 154, P. 11-12, O.R.C. AS THE NORTHWEST 1/16 CORNER SECTION 14 T. 4 S., R. 4 E.

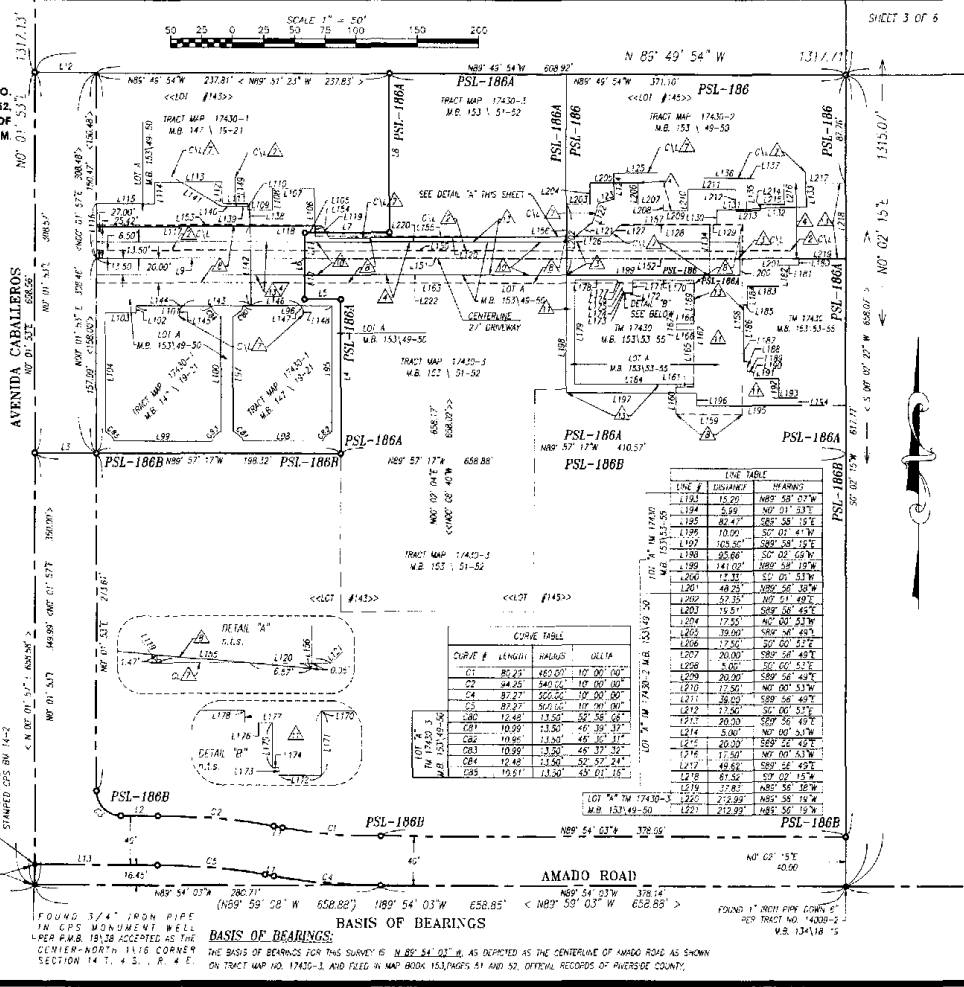
TRACT MAP 16525  
 CONSISTING OF 46 LOTS  
 TOTAL AREA 309,194.25 SQ. FT. (7.10 ACRES)  
 SCALE 1" = 60'

**IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**TRACT MAP NO. 36525**

BEING A SUBDIVISION OF TRACT NO. 17430, M.B. 453 PAGES 83 THROUGH 85, TRACT NO. 17430-2, M.B. 183, PAGES 49 THROUGH 80, TRACT NO. 17430-3, M.B. 453 PAGES 51 THROUGH 82, AND A PORTION OF THE SOUTHWEST ONE QUARTER, OF THE NORTHWEST ONE QUARTER, OF THE NORTHEAST ONE QUARTER, SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M. AMIR ENGINEERING JULY 2013

**EASEMENTS:**

- AN EASEMENT FOR ELECTRIC DISTRIBUTION LINE RIGHT OF WAY APPROVED SEPTEMBER 17, 1951, FOR A PERIOD OF 30 YEARS FROM MARCH 9, 1948, IN ACCORDANCE WITH THE PROVISIONS OF THE ACT OF MARCH 4, 1911 (201 STAT. 1235), IN FAVOR OF THE CALIFORNIA ELECTRIC POWER COMPANY (NOW SOUTHERN CALIFORNIA Edison COMPANY) AS MORE PARTICULARLY DESCRIBED IN DOCUMENT ON FILE UNDER NUMBER 37854-47. (EXEMPT)
- AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY, RECORDED MAY 22, 1938 AS INSTRUMENT NO. 84-102941 OF OFFICIAL RECORDS, PLOTTED CENTERLINE OF 11.00' WIDE EASEMENT.
- AN EASEMENT FOR WALKWAY AND EGRESS SERVICE AND EMERGENCY VEHICLES, PUBLIC UTILITY PURPOSES AND PRIVATE DRIVEWAY PURPOSES AND INCIDENTAL PURPOSES ON TRACT MAP 17430-2, MAP BOOK 153, PAGES 49 AND 50, O.R.C. (PRIVATE DRIVEWAY IN LOT "A" TRACT NO. 17430-2)
- CONVEYANCE, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENTS RECORDED SEPTEMBER 27, 1991 AS INSTRUMENT NO. 91-146377 AND APRIL 1, 1997 AS INSTRUMENT NO. 97-109973, BOTH OF OFFICIAL RECORDS, (27' WIDE DRIVEWAY EASEMENT OVER LOT "A" OF TRACT NO. 17430-1 AND OVER LOT "A" OF TRACT NO. 17430-3 AND THE COMMON AREA OF TRACT NO. 17430-2 SHOWN AS LOT "A")
- AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, IN FAVOR OF PALM SPRINGS WATER COMPANY RECORDED MARCH 17, 1955 IN BOOK 1769, PAGE 159 OF OFFICIAL RECORDS. (EASEMENT IN PART)
- A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED APRIL 19, 1882 AS INSTRUMENT NO. 82-54559 OF OFFICIAL RECORDS. (EASEMENT IN PART)
- AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY, RECORDED AUGUST 27, 1938 AS INSTRUMENT NO. 84-102951 OF OFFICIAL RECORDS, PLOTTED CENTERLINE OF 11.00' WIDE EASEMENT.
- AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, IN FAVOR OF DESERT WATER AGENCY RECORDED JUNE 24, 1980 AS INSTRUMENT NO. 82-136715 OF OFFICIAL RECORDS.
- AN UNRECORDED EASEMENT FOR MATERIALS PURPOSES IN FAVOR OF DESERT WATER AGENCY, AS DESCRIBED BY SIGNATURE OVERSIGHT STATEMENT OF TRACT 17430-3.
- AN EASEMENT SHOWN OR DEDICATED ON THE MAP FILED OR RECORDED IN BOOK 151 OF TRACT MAP 17430-3, PAGES 51 AND 52 OF MAPS, WALKWAYS, EGRESS, SERVICE AND EMERGENCY PURPOSES, PRIVATE DRIVEWAY, PUBLIC UTILITIES AND INCIDENTAL PURPOSES.
- AN EASEMENT FOR WALKWAYS, EGRESS, SERVICE AND EMERGENCY VEHICLES, PRIVATE DRIVEWAY, PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS SHOWN ON TRACT MAP NO. 17430 AS FILED IN MAP BOOK 153, PAGES 53 THROUGH 55 INCLUSIVE, O.R.C.
- AN UNRECORDED EASEMENT FOR MATERIALS PURPOSES IN FAVOR OF DESERT WATER AGENCY, AS DESCRIBED BY SIGNATURE OVERSIGHT STATEMENT OF TRACT 17430.
- AN EASEMENT IN FAVOR OF LA MANCHA SUB & AFFILIATES, FOR WALKWAYS, EGRESS, SERVICE AND INCIDENTAL PURPOSES, RECORDED APRIL 8, 1991 AS INSTRUMENT NOS. 91-111106, 91-111109, 91-111196, 91-111191 AND 91-111392 AND RE-RECORDED JUNE 3, 1991 AS INSTRUMENT NOS. 91-128459, 91-128492, 91-128493, 91-128494 AND 91-128495, ALL OF OFFICIAL RECORDS, (27' WIDE DRIVEWAY EASEMENT OVER TRACT NO. 17430-1 AND OVER TRACT NO. 17430-3, AND THE COMMON AREA OF TRACT NO. 17430-2 SHOWN AS LOT "A" EXCLUDING ANY EXCLUSIVE USE COMMON AREAS)



TRACT MAP 36225  
 CONSISTING OF 46 LOTS  
 TOTAL AREA 309,191.25 SQ. FT. (7.10 ACRES)  
 SCALE 1" = 30'

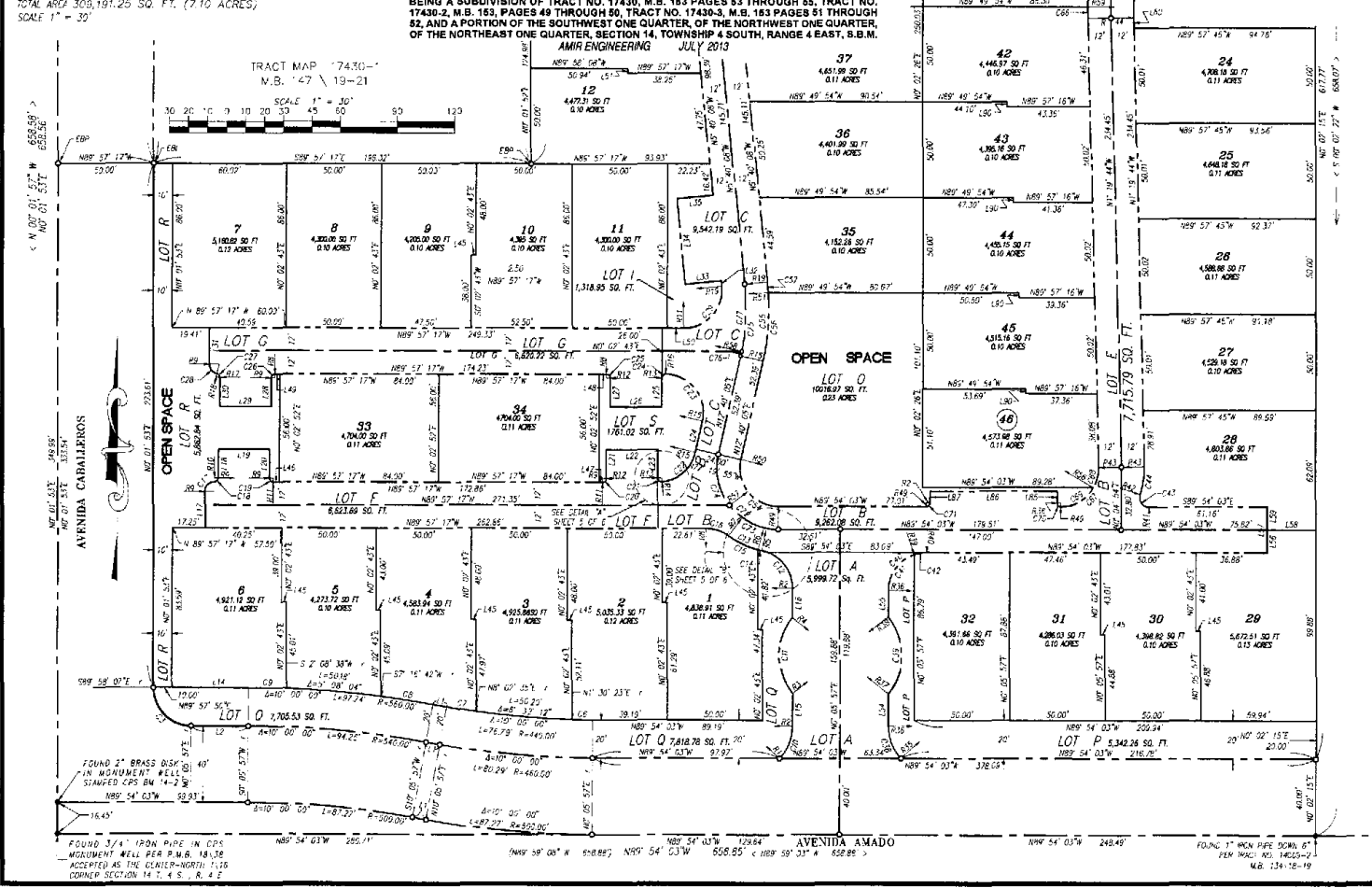
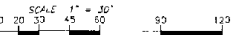
IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 36225

BEING A SUBDIVISION OF TRACT NO. 17430, M.B. 163 PAGES 53 THROUGH 55, TRACT NO. 17430-2, M.B. 163, PAGES 49 THROUGH 50, TRACT NO. 17430-3, M.B. 163 PAGES 51 THROUGH 52, AND A PORTION OF THE SOUTHWEST ONE QUARTER, OF THE NORTHWEST ONE QUARTER, OF THE NORTHEAST ONE QUARTER, SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.  
 AMR ENGINEERING JULY 2013

SHEET 4 OF 6

TRACT MAP 17430-1  
 M.B. 147 \ 19-21



FOUND 2" BRASS DISK IN MONUMENT #11  
 ACCEPTED AS THE CLAYER-NORTH 1:15  
 CORNER SECTION 14 T. 4 S. R. 4 E

FOUND 3/4" IRON PIPE IN CORNER MONUMENT #11 PER P.M.B. 18138  
 ACCEPTED AS THE CLAYER-NORTH 1:15  
 CORNER SECTION 14 T. 4 S. R. 4 E

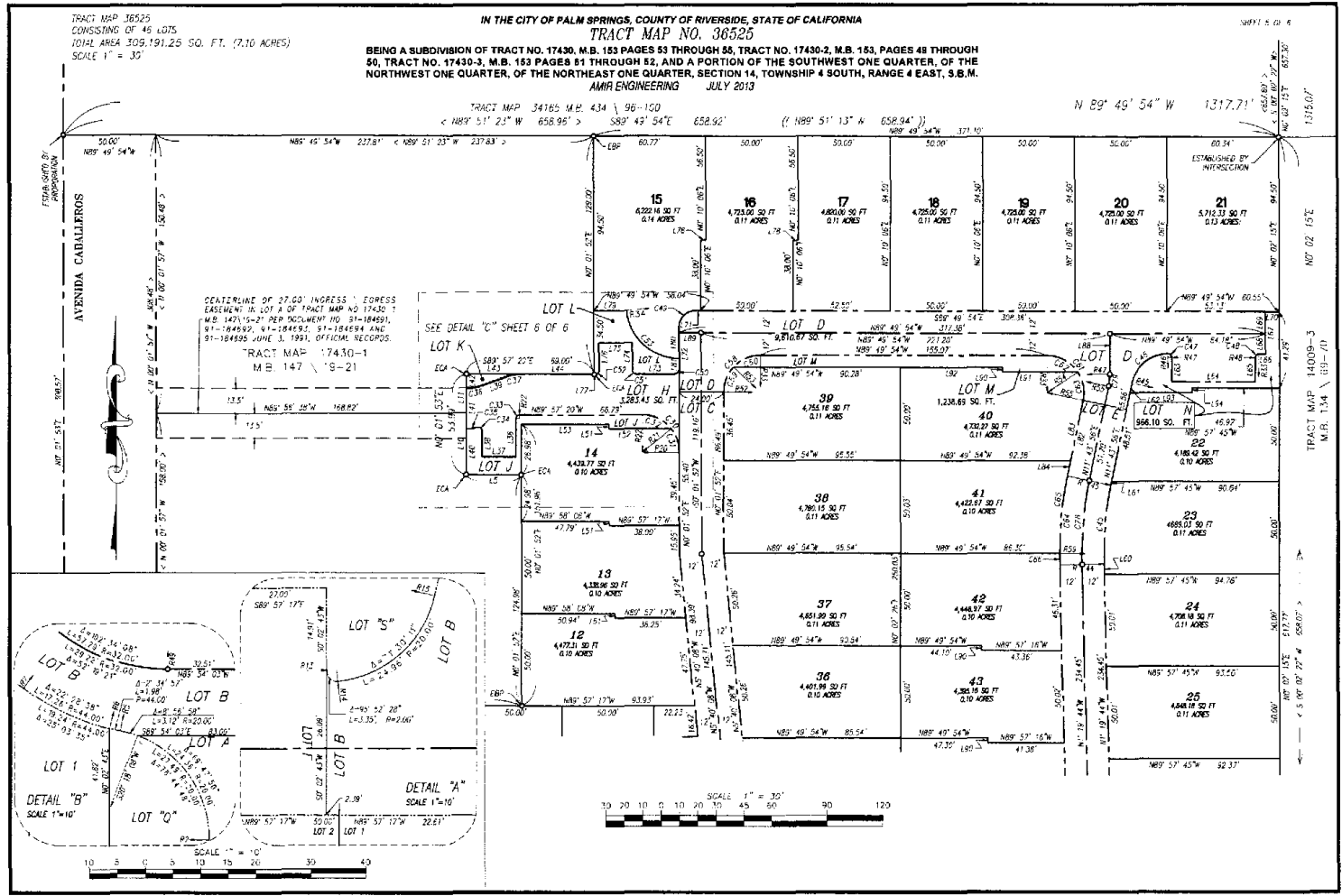
FOUND 1" IRON PIPE CORNER 1:15  
 CORNER SECTION 14 T. 4 S. R. 4 E

TRACT MAP 36525  
 CONSISTING OF 46 LOTS  
 2012 AREA 309,191.25 SQ. FT. (7.10 ACRES)  
 SCALE 1" = 30'

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 TRACT MAP NO. 36525

BEING A SUBDIVISION OF TRACT NO. 17430, M.B. 153 PAGES 53 THROUGH 55, TRACT NO. 17430-2, M.B. 153, PAGES 48 THROUGH 50, TRACT NO. 17430-3, M.B. 153 PAGES 81 THROUGH 82, AND A PORTION OF THE SOUTHWEST ONE QUARTER, OF THE NORTHWEST ONE QUARTER, OF THE NORTHEAST ONE QUARTER, SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.  
 AMR ENGINEERING JULY 2013

NOT TO SCALE



IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 36525

BEING A SUBDIVISION OF TRACT NO. 17430, M.B. 153 PAGES 53 THROUGH 55, TRACT NO. 17430-2, M.B. 153, PAGES 49 THROUGH 50, TRACT NO. 17430-3, M.B. 153 PAGES 51 THROUGH 52, AND A PORTION OF THE SOUTHWEST ONE QUARTER, OF THE NORTHWEST ONE QUARTER, OF THE NORTHEAST ONE QUARTER, SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

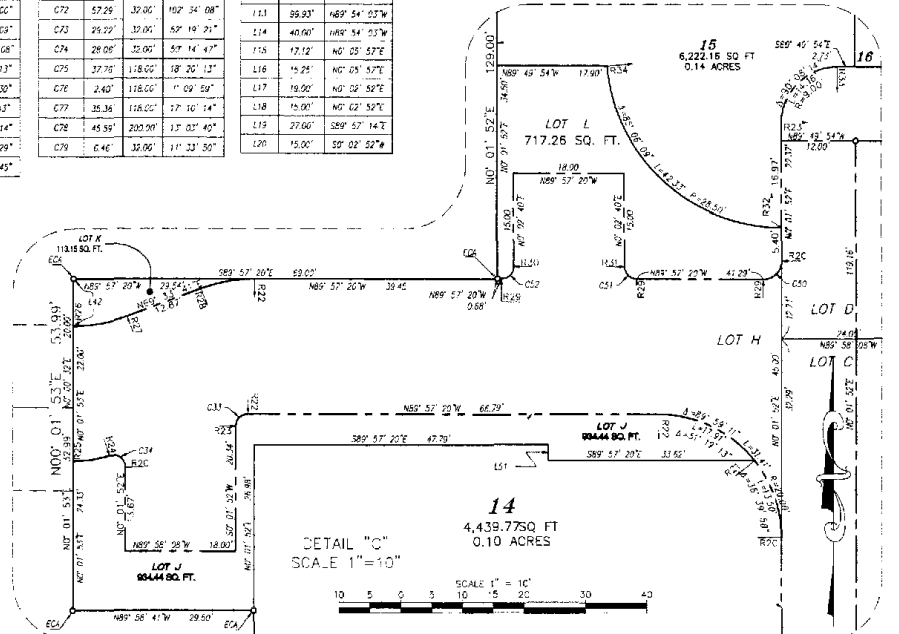
AMR ENGINEERING JULY 2013

SHEET 6 OF 6

CURVE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE			
CURVE #	LENGTH	DELTA	CURVE #	LENGTH	DELTA	CURVE #	LENGTH	DELTA	CURVE #	LENGTH	DELTA	CURVE #	LENGTH	DELTA	CURVE #	LENGTH	DELTA	
C1	80.29'	460.00'	10° 00' 00"	C21	3.35'	2.00'	90° 52' 28"	C41	24.79'	20.00'	71° 00' 15"	C81	25.45'	20.00'	104° 33' 50"	L1	7.25'	N89° 54' 03"W
C2	94.25'	540.00'	10° 00' 00"	C22	24.96'	20.00'	71° 30' 11"	C42	6.63'	20.00'	18° 39' 45"	C82	19.66'	20.00'	56° 15' 38"	L2	30.50'	N89° 54' 03"W
C3	31.39'	20.00'	89° 55' 56"	C23	32.51'	20.00'	101° 47' 52"	C43	9.41'	5.00'	107° 49' 13"	C83	15.79'	20.00'	45° 12' 52"	L3	50.00'	S89° 57' 17"E
C4	83.27'	500.00'	10° 00' 00"	C24	1.77'	2.00'	90° 49' 30"	C44	14.79'	44.00'	17° 10' 13"	C84	48.15'	212.00'	17° 03' 49"	L4	124.96'	N01° 01' 52"E
C5	82.27'	500.00'	10° 00' 00"	C25	3.14'	2.00'	90° 00' 00"	C45	42.89'	188.00'	17° 01' 40"	C85	42.21'	212.00'	11° 24' 28"	L5	25.50'	N89° 58' 41"W
C6	10.61'	440.00'	1° 24' 26"	C26	3.14'	2.00'	89° 59' 51"	C46	27.52'	20.00'	78° 49' 58"	C86	6.12'	212.00'	1° 29' 12"	L6	53.93'	N01° 01' 52"E
C7	15.76'	440.00'	2° 03' 22"	C27	2.71'	2.00'	77° 12' 55"	C47	3.13'	2.00'	85° 36' 11"	C87	21.51'	20.00'	91° 25' 41"	L7	69.00'	S89° 57' 20"E
C8	27.57'	580.00'	2° 49' 15"	C28	6.77'	5.00'	77° 17' 35"	C48	3.14'	2.00'	90° 00' 00"	C88	10.92'	20.00'	31° 25' 41"	L8	129.00'	N01° 01' 52"E
C9	15.98'	580.00'	2° 02' 41"	C29	23.41'	20.00'	92° 42' 52"	C49	14.16'	9.00'	80° 08' 14"	C89	39.94'	20.00'	67° 00' 00"	L9	129.00'	N89° 56' 38"W
C10	18.63'	25.00'	42° 55' 37"	C30	31.41'	20.00'	89° 59' 11"	C50	4.71'	3.00'	90° 00' 49"	C90	3.14'	2.00'	95° 06' 00"	L10	32.99'	N01° 01' 52"E
C11	42.88'	32.00'	78° 45' 45"	C31	13.50'	20.00'	38° 38' 58"	C51	3.14'	2.00'	90° 00' 00"	C91	3.14'	2.00'	90° 00' 00"	L11	21.00'	N01° 01' 52"E
C12	27.49'	26.00'	78° 44' 45"	C32	12.91'	20.00'	51° 19' 15"	C52	3.14'	2.00'	90° 00' 00"	C92	57.25'	32.00'	102° 34' 08"	L12	50.00'	N89° 49' 54"W
C13	15.24'	44.00'	26° 01' 15"	C33	3.14'	2.00'	90° 50' 49"	C53	42.33'	28.50'	85° 06' 03"	C93	26.22'	30.00'	101° 19' 21"	L13	99.93'	N89° 54' 03"W
C14	1.58'	44.00'	2° 34' 57"	C34	3.74'	2.00'	107° 12' 27"	C54	35.80'	20.00'	102° 34' 08"	C94	28.05'	32.00'	59° 14' 47"	L14	40.60'	N89° 54' 03"W
C15	17.26'	44.00'	22° 28' 38"	C35	6.00'	20.00'	17° 11' 08"	C55	41.61'	130.00'	15° 20' 13"	C95	27.70'	118.00'	18° 20' 13"	L15	15.25'	N01° 01' 52"E
C16	12.89'	20.00'	38° 22' 01"	C36	8.93'	25.00'	20° 28' 01"	C56	35.94'	130.00'	15° 59' 30"	C96	2.40'	118.00'	1° 09' 59"	L16	19.00'	N01° 01' 52"E
C17	7.85'	5.00'	90° 00' 00"	C37	8.94'	25.00'	20° 28' 01"	C57	5.55'	130.00'	2° 28' 43"	C97	35.36'	118.00'	57° 10' 14"	L17	15.00'	N01° 01' 52"E
C18	3.14'	2.00'	90° 00' 00"	C38	18.69'	25.00'	42° 55' 37"	C58	31.45'	20.00'	90° 00' 14"	C98	45.55'	200.00'	17° 03' 49"	L18	27.00'	S89° 57' 14"E
C19	3.14'	2.00'	90° 00' 00"	C39	43.41'	32.00'	77° 43' 09"	C59	14.87'	20.00'	47° 35' 29"	C99	6.46'	32.00'	111° 23' 50"	L19	15.00'	S89° 57' 14"E
C20	3.14'	2.00'	90° 00' 00"	C40	31.42'	20.00'	90° 50' 00"	C60	16.80'	20.00'	47° 32' 45"							

LINE TABLE		LINE TABLE		LINE TABLE				
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING			
L51	2.50'	N01° 02' 43"E	L71	2.73'	N89° 49' 54"W	L91	40.77'	N89° 57' 16"W
L52	33.62'	N89° 57' 20"W	L72	22.27'	N01° 01' 52"E	L92	35.41'	N89° 49' 54"W
L53	42.79'	N89° 57' 20"W	L73	26.57'	S89° 57' 20"E	L93	53.84'	N89° 57' 45"W
L54	16.92'	S02° 05' 57"W	L74	15.00'	S02° 02' 40"W	L94	2.52'	N01° 02' 15"E
L55	13.81'	S02° 05' 57"W	L75	18.05'	S89° 57' 20"E			
L56	12.00'	S02° 02' 52"W	L76	15.00'	N01° 02' 43"E			
L57	24.00'	S02° 02' 52"W	L77	0.58'	S89° 57' 20"E			
L58	25.50'	N89° 54' 03"W	L78	2.50'	N89° 49' 54"W			
L59	12.00'	N01° 02' 52"E	L79	17.50'	N89° 49' 54"W			
L60	3.40'	N11° 13' 44"W	L80	16.57'	N01° 01' 52"E			

RADIAL TABLE	
LINE #	LENGTH
R1	1.47'
R2	1.51'
R3	1.55'
R4	1.59'
R5	1.63'
R6	1.67'
R7	1.71'
R8	1.75'
R9	1.79'
R10	1.83'
R11	1.87'
R12	1.91'
R13	1.95'
R14	1.99'
R15	2.03'
R16	2.07'
R17	2.11'
R18	2.15'
R19	2.19'
R20	2.23'
R21	2.27'
R22	2.31'
R23	2.35'
R24	2.39'
R25	2.43'
R26	2.47'
R27	2.51'
R28	2.55'
R29	2.59'
R30	2.63'





SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF PALM SPRINGS

and

SOL PS, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY

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## SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF PALM SPRINGS, a California charter city ("CITY"), and SOL PS, LLC, a California Limited Liability Company (Subdivider").

### RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map for Tract Map No. 36525 located in the City of Palm Springs, County of Riverside, State of California (the "Property"), as described on Exhibit "A". The map contains conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has reserved the right of ingress and egress for the owners and their guests and for service and emergency vehicles and for public utility purposes over those areas designated as Lot A, Lot B, Lot C, Lot D, Lot E, Lot F, Lot G, and Lot H; and City desires to accept certain other improvements described in this Agreement.

C. Subdivider has delivered to City and City has approved plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement are a material consideration to City in approving the final map for the Property and permitting development of the Property to proceed.

### COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

#### 1. Construction Obligations.

1.1 Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer and other improvements (herein sometimes collectively referred

to as the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth herein (said plans and specifications, together with all related documents, are referred to herein as the "Plans"). The estimated construction cost for the Works of Improvement is \$1,952,300.00.

1.2 Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the conditions of approval on the Tentative Map for the Property. The conditions of approval associated with the Tentative Map are included as Exhibit "B" attached hereto.

1.3 Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer (or his/her designee) and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for the contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or Subdivider's contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4 Survey Monuments. Before final approval of street improvements, Subdivider will place survey monument(s) as shown on the Map in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Palm Springs. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monument(s), Subdivider shall furnish the City Engineer of the City of Palm Springs written notice of the setting of said monument(s) and written proof of having paid the engineer or surveyor for the setting of said monument(s).

1.5 Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6 Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or Subdivider's contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer.

1.7 Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8 No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9 Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and Subdivider's contractor.

1.10 Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11 Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the contractor at any time before acceptance of the Works of Improvement shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12 Compliance With Law. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations.

1.13 Suspension of Work. City Engineer shall have authority to order suspension of the work for failure of the contractor to comply with law pursuant to Section 1.11. In case of suspension of work for any cause whatever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable drainage and erect temporary structures where necessary.

1.14 Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the inspector to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the contractor of such items. After the contractor has completed these items, the procedure shall then be the same as specified above for the contractor's initial request for final inspection. If items are found by City's inspector to be incomplete or not in compliance after two (2) "final" inspections, City may require the contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by City is made. Final acceptance shall not constitute a waiver by City of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

## 2. Time for Performance.

2.1 Commencement and Completion Dates. Subject to Section 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement two (2) years after the Commencement Date. Extensions of time for completion of the Works of Improvement may be granted upon approval by the City Engineer or his

designee. Extension of time may be granted upon mutual agreement of the City Engineer and Subdivider, either verbally or in writing, as required by the City Engineer or his designee.

2.2 Phasing Requirements. Notwithstanding the provisions of Section 2.1, City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer or his designee, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to his satisfaction.

2.3 Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikers, lockouts, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its Contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. City Engineer shall evaluate all claims to Force Majeure and his decision shall be final.

2.4 Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5 Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Sections 66499.11-66499.20-3/4. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to



Government Code Section 66499.16 Subdivider hereby consents to reversion and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

2.6 Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement,

3. Labor.

3.1 Labor Standards. Subdivider shall be responsible for causing all contractors and subcontractors performing any of the Works of Improvement to comply with all applicable federal and state labor standards, including to the extent applicable the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor.

3.2 Nondiscrimination. Subdivider agrees that no contractor or subcontractor performing any of the Works of Improvement shall discriminate against any employee or prospective employee with respect to such work in hiring, promotion, seniority, or any other terms and conditions of employment on the grounds of race, creed, color, national origin, ancestry, religion, sex, or marital status.

3.3 Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.

3.4 Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1 Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of

\$1,952,300.00 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$976,150.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$16,100.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$292,845.00 equal to 15% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2 Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30)

days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Palm Springs, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

4.3 Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4 Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

#### 4.5 Release of Security Instruments.

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

(i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Subdivider has delivered the Maintenance and Warranty Security Instrument;  
and

(iv) subject to the following sentences after passage of the time within which lien claims are required to be made pursuant to Article 3 (commencing with Section 3114) of Chapter 2 of Title 15 of Part IV of Division 3 of the California Civil Code. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, provided no claims are outstanding at that time regarding defective work.

#### 5. Cost of Construction and Provision of Inspection Service.

5.1 Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the works.

5.2 Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City Council. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1 Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, such remedy shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.2 City Right to Perform Work. In addition to whatever other rights or remedies it may have for Subdivider's default hereunder, in the event Subdivider shall fail to timely perform any work required to be performed under this Agreement and such failure shall continue for a period of twenty (20) days after receipt of written notice of

default from City, or thereafter Subdivider shall fail to diligently and continuously pursue the cure of any such default to completion, City shall have the right to enter into the Property and perform any of the uncompleted work by force account or contract or both and thereupon recover from Subdivider or any Security Instrument, or both, the full cost and expense thereby incurred by City.

8.3 Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

9. Indemnity. Subdivider agrees to indemnify, defend, and hold harmless City and City's officers, employees, and agents from and against any and all claims, liabilities, losses, damages, causes of action, and obligations arising out of Subdivider's failure to perform the construction and installation of the Works of Improvement in accordance with the requirements contained or referenced in this Agreement. Said indemnity obligation shall apply to personal injury, death, property damage, economic loss, and any other monetary damage or penalty to which City may be subjected, including without limitation, attorney's fees and costs and the costs of realizing on any Security Instrument provided by Subdivider pursuant to the terms hereof. Such indemnity obligation shall not extend to any loss resulting from City's sole negligence or willful misconduct.

10. General Provisions.

10.1 Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof.

10.2 No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

10.3 Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

11. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant the (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other Agreement to which said party is bound.

\* \* \* \* \*

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Subdivision Improvement Agreement as of the date first above written.

ATTEST:  
CALIFORNIA

CITY OF PALM SPRINGS,

By \_\_\_\_\_  
James Thompson, City Clerk

\_\_\_\_\_   
David H. Ready, City Manager

STANDARD FORM CITY ATTORNEY APPROVED AGREEMENT  
RECOMMENDED BY:

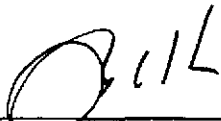
\_\_\_\_\_  
David Barakian, City Engineer

SUBDIVIDER:

SOL PS, LLC, A California Limited Liability Company

Check one:  Individual  Partnership  Corporation\*  Company

\*Note, for Corporations, two corporate officers must sign this Agreement, as indicated below; for all others, authorized agents must sign this Agreement.

By:  \_\_\_\_\_  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

Name: Rudy C. Herrera

Name: \_\_\_\_\_

Title: Attorney-in-Fact

Title: \_\_\_\_\_

(For Corporations, this document must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

For Corporations, this document must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)



Mailing Address:

Rudy Herrera  
Family Development Group, Inc.  
73081 Fred Waring Drive  
Palm Desert, CA 92260

**ALL-PURPOSE ACKNOWLEDGMENT**

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ } SS

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary  
 Public,

DATE \_\_\_\_\_  
 personally appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. (Seal)

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:**  
 Title or Type of Document \_\_\_\_\_  
 Number of Pages \_\_\_\_\_ DATE of DOCUMENT \_\_\_\_\_  
 Signer(s) Other Than Named Above \_\_\_\_\_

EXHIBIT "A"

TRACT MAP 36525 LEGAL DESCRIPTION

Tract Map No. 36525, as recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ inclusive, records of Riverside County, California.

EXHIBIT "B"

TENTATIVE TRACT MAP 36525 CONDITIONS OF APPROVAL

## EXHIBIT 3

Case No. 5.1296 PDD 363 and TTM 36525  
"Sol PS"

Planned Development District and Tentative Tract Map  
Northeast Corner of Avenida Caballeros and Amado Road  
(1501 South Belardo Road)

June 19, 2013

### CONDITIONS OF APPROVAL

Before final acceptance of the project, all conditions listed below shall be completed to the satisfaction of the City Engineer, the Director of Planning Services, the Director of Building and Safety, the Chief of Police, the Fire Chief or their designee, depending on which department recommended the condition.

Any agreements, easements or covenants required to be entered into shall be in a form approved by the City Attorney.

#### ADMINISTRATIVE CONDITIONS

- ADM 1. Project Description. This approval is for the project described per Case (5.1296 PDD 363 TTM 36525); except as modified with the approved Mitigation Monitoring Program and the conditions below;
- ADM 2. Reference Documents. The site shall be developed and maintained in accordance with the approved plans, date stamped (January 29, 2013), including site plans, architectural elevations, exterior materials and colors, landscaping, and grading on file in the Planning Division except as modified by the approved Mitigation Measures and conditions below.
- ADM 3. Conform to all Codes and Regulations. The project shall conform to the conditions contained herein, all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, and any other City County, State and Federal Codes, ordinances, resolutions and laws that may apply.
- ADM 4. Minor Deviations. The Director of Planning or designee may approve minor deviations to the project description and approved plans in accordance with the provisions of the Palm Springs Zoning Code.
- ADM 5. Tentative Map. This approval is for Tentative Tract Map 36525, date stamped March 20, 2013. This approval is subject to all applicable regulations of the Subdivision Map Act, the Palm Springs Municipal Code, and any other applicable City Codes, ordinances and resolutions.
- ADM 6. Indemnification. The owner shall defend, indemnify, and hold harmless the

City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.1293 PDD 363 TTM 36525. The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the Indemnification rights herein.

**ADM 7. Maintenance and Repair.** The property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation all structures, sidewalks, bikeways, parking areas, landscape, irrigation, lighting, signs, walls, and fences between the curb and property line, including sidewalk or bikeway easement areas that extend onto private property, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.

**ADM 8. Time Limit on Approval.** Approval of the (Planned Development District (PDD) and Tentative Tract Map (TTM) shall be valid for a period of two (2) years from the effective date of the approval. Extensions of time may be granted by the Planning Commission upon demonstration of good cause.

Extensions of time may be approved pursuant to Code Section 9.63.110. Such extension shall be required in writing and received prior to the expiration of the original approval.

**ADM 9. Right to Appeal.** Decisions of an administrative officer or agency of the City of Palm Springs may be appealed in accordance with Municipal Code Chapter 2.05.00. Permits will not be issued until the appeal period has concluded.

**ADM 10. Public Art Fees.** This project shall be subject to Chapters 2.24 and 3.37 of the Municipal Code regarding public art. The project shall either provide public art or payment of an in lieu fee. In the case of the in-lieu fee, the fee shall be based upon the total building permit valuation as calculated pursuant to the valuation table in the Uniform Building Code, the fee being 1/2% for

commercial projects or 1/4% for residential projects with first \$100,000 of total building permit valuation for individual single-family units exempt. Should the public art be located on the project site, said location shall be reviewed and approved by the Director of Planning and Zoning and the Public Arts Commission, and the property owner shall enter into a recorded agreement to maintain the art work and protect the public rights of access and viewing.

- ADM 11. Park Development Fees. The developer shall dedicate land or pay a fee in lieu of a dedication, at the option of the City. The in-lieu fee shall be computed pursuant to Ordinance No. 1632, Section IV, by multiplying the area of park to be dedicated by the fair market value of the land being developed plus the cost to acquire and improve the property plus the fair share contribution, less any credit given by the City, as may be reasonably determined by the City based upon the formula contained in Ordinance No. 1632. In accordance with the Ordinance, the following areas or features shall not be eligible for private park credit: golf courses, yards, court areas, setbacks, development edges, slopes in hillside areas (unless the area includes a public trail) landscaped development entries, meandering streams, land held as open space for wildlife habitat, flood retention facilities and circulation improvements such as bicycle, hiking and equestrian trails (unless such systems are directly linked to the City's community-wide system and shown on the City's master plan).
- ADM 12. Tribal Fees Required. As the property is Indian reservation land, fees as required by the Agua Caliente Band of Cahuilla Indians Tribal Council, including any applicable habitat conservation plan fees shall be paid prior to consideration of this project by the Planning Commission.
- ADM 13. Comply with City Noise Ordinance. This use shall comply with the provisions of Section 11.74 Noise Ordinance of the Palm Springs Municipal Code. Violations may result in revocation of this Conditional Use Permit.
- ADM 14. CC&R's. The applicant prior to issuance of building permits shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. These CC&R's may be enforceable by the City, shall not be amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances
- ADM 15. CC&R's.
- ADM 22. CC&R's. Prior to recordation of a final Tentative Tract Map or issuance of building permits, the applicant shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. The draft CC&R package shall include:
- a. The document to convey title

- b. Deed restrictions, easements, of Covenant Conditions and Restrictions to be recorded.
- c. Provisions for joint access to the proposed parcels, and any open space restrictions.
- d. A provision, which provides that the CC&R's may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.

Approved CC&R's are to be recorded following approval of the final map. The CC&R's may be enforceable by the City, shall not be amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances,

**ADM 23. CC&R's Deposits & Fees.** The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$3,500, for the review of the CC&R's by the City Attorney. A \$675 filing fee shall also be paid to the City Planning Department for administrative review purposes

**ADM 24. CC&R's Noise Disclosure.** The CC&R's shall have a disclosure statement regarding the location of the project relative to roadway noise, City special events, roadway closures for special events and other activities which may occur in the vicinity of the Palm Springs Convention Center. Said disclosure shall inform perspective buyers about traffic, noise and other activities which may occur in this area.

**ADM 25. Notice to Tenants.** The applicant shall provide all tenants with a copy of the Conditions of Approval for this project.

#### **ENVIRONMENTAL ASSESSMENT CONDITIONS**

**ENV 1. Notice of Exemption.** The project is exempt from the California Environmental Quality Act (CEQA); therefore, an administrative fee of \$64 shall be submitted by the applicant in the form of a money order or a cashier's check payable to the Riverside County Clerk within two business days of the Commission's final action on the project. This fee shall be submitted by the City to the County Clerk with the Notice of Exemption. Action on this application shall not be considered final until such fee is paid (projects that are Categorically Exempt from CEQA).

**ENV 2. California Fish & Game Fees Required.** The project is required to pay a fish and game impact fee as defined in Section 711.4 of the California Fish and Game Code. This CFG impact fee plus an administrative fee for filing the action with the County Recorder shall be submitted by the applicant to the City in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to the final City action on the project (either Planning Commission or City Council determination). This fee shall be submitted by the City to the County Clerk with the Notice of Determination. Action on this application shall not be final until such fee is paid. The project



may be eligible for exemption or refund of this fee by the California Department of Fish & Game. Applicants may apply for a refund by the CFG at [www.dfg.ca.gov](http://www.dfg.ca.gov) for more information.

- ENV 3. Mitigation Monitoring. The mitigation measures of the environmental assessment shall apply. The applicant shall submit a signed agreement that the mitigation measures outlined as part of the negative declaration or EIR will be included in the plans prior to Planning Commission consideration of the environmental assessment. Mitigation measures are defined in the approved project description.
- ENV 4. Cultural Resource Survey Required. Prior to any ground disturbing activity, including clearing and grubbing, installation of utilities, and/or any construction related excavation, an Archaeologist qualified according to the Secretary of the Interior's Standards and Guidelines, shall be employed to survey the area for the presence of cultural resources identifiable on the ground surface.
- ENV 5. Cultural Resource Site Monitoring. There is a possibility of buried cultural or Native American tribal resources on the site. A Native American Monitor shall be present during all ground-disturbing activities. (check for duplication in engineering conditions)
- ENV 6. a). A Native American Monitor(s) shall be present during all ground disturbing activities including clearing and grubbing, excavation, burial of utilities, planting of rooted plants, etc. Contact the Agua Caliente Band of Cahuilla Indian Cultural Office for additional information on the use and availability of Cultural Resource Monitors. Should buried cultural deposits be encountered, the Monitor shall contact the Director of Planning. After consultation the Director shall have the authority to halt destructive construction and shall notify a Qualified Archaeologist to further investigate the site. If necessary, the Qualified Archaeologist shall prepare a treatment plan for submission to the State Historic Preservation Officer and Agua Caliente Cultural Resource Coordinator for approval.
- b). Two copies of any cultural resource documentation generated in connection with this project, including reports of investigations, record search results and site records/updates shall be forwarded to the Tribal Planning, Building, and Engineering Department and one copy to the City Planning Department prior to final inspection.

#### **PLANNING DEPARTMENT CONDITIONS**

- PLN 1. Outdoor Lighting Conformance. Exterior lighting plans, including a photometric site plan showing the project's conformance with Section 93.21.00 Outdoor Lighting Standards of the Palm Springs Zoning ordinance, shall be submitted for approval by the Department of Planning prior to issuance of a building permit. Manufacturer's cut sheets of all exterior lighting

on the building and in the landscaping shall be included. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of hillsides is permitted.

- PLN 2. Water Efficient Landscaping Conformance. The project is subject to the Water Efficient Landscape Ordinance (Chapter 8.60.00) of the Palm Springs Municipal Code and all other water efficient landscape ordinances. The applicant shall submit a landscape and irrigation plan to the Director of Planning for review and approval prior to the issuance of a building permit. Landscape plans shall be wet stamped and approved by the Riverside County Agricultural Commissioner's Office prior to submittal. Prior to submittal to the City, landscape plans shall also be certified by the local water agency that they are in conformance with the water agency's and the State's Water Efficient Landscape Ordinances.
- PLN 3. Submittal of Final PDD. The Final Planned Development plans shall be submitted in accordance with Section 94.03.00 (Planned Development District) of the Zoning Ordinance. Final development plans shall include site plans, building elevations, floor plans, roof plans, grading plans, landscape plans, irrigation plans, exterior lighting plans, sign program, mitigation monitoring program, site cross sections, property development standards and other such documents as required by the Planning Commission and Planning Department. Final Planned Development District applications must be submitted within two (2) years of the City Council approval of the preliminary planned development district.
- PLN 4. Conditions Imposed from AAC Review. The applicant shall incorporate the following comments from the review of the project by the City's Architectural Advisory Committee:
- a. Study the feasibility of adding pedestrian gates to all lots that abut a public street and at emergency access gates.
- PLN 5. Sign Applications Required. No signs are approved by this action. Separate approval and permits shall be required for all signs in accordance with Zoning Ordinance Section 93.20.00. The applicant shall submit a sign program to the Department of Planning Services prior to the issuance of building permits.
- PLN 6. Flat Roof Requirements. Roof materials on flat roofs (less than 2:12) must conform to California Title 24 thermal standards for "Cool Roofs". Such roofs must have a minimum initial thermal emittance of 0.75 or a minimum SRI of 64 and a three-year aged solar reflectance of 0.55 or greater. Only matte (non-specular) roofing is allowed in colors such as beige or tan.
- PLN 7. Maintenance of Awnings & Projections. All awnings shall be maintained and periodically cleaned.
- PLN 8. Screen Roof-mounted Equipment. All roof mounted mechanical equipment shall be screened per the requirements of Section 93.03.00 of the Zoning

Ordinance.

- PLN 9. Surface Mounted Downspouts Prohibited. No exterior downspouts shall be permitted on any facade on the proposed building(s) that are visible from adjacent streets or residential and commercial areas.
- PLN 10. Pool Enclosure Approval Required. Details of fencing or walls around pools (material and color) and pool equipment areas shall be submitted for approval by the Planning Department prior to issuance of Building Permits.
- PLN 11. Exterior Alarms & Audio Systems. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.
- PLN 12. Outside Storage Prohibited. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.
- PLN 13. No off-site Parking. Vehicles associated with the operation of the proposed development including company vehicles or employees vehicles shall not be permitted to park off the proposed building site unless a parking management plan has been approved.
- PLN 14. Bicycle Parking. The project shall be required to provide secure bicycle parking facilities on site for use by residents and guests. Location and design shall be approved by the Director of Planning.
- PLN 15. Prior to recordation of the final subdivision map, the developer shall submit for review and approval the following documents to the Planning Department which shall demonstrate that the project will be developed and maintained in accordance with the intent and purpose of the approved tentative map:
- a. The document to convey title.
  - b. Deed restrictions, easements, covenant conditions and restrictions that are to be recorded.
  - c. The approved documents shall be recorded at the same time that the subdivision map is recorded. The documents shall contain provisions for joint access to the proposed parcels and open space restrictions. The approved documents shall contain a provision which provides that they may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.
- PLN 16. Update of City's Zoning Map. Upon approval of the proposed Change of Zone, Tract Map and/or Planned Development District, the applicant shall be responsible for costs associated with update of the City's GIS based zoning maps.
- PLN 17. Lots 15 through 21 – Rear Yard Landscape Any perimeter landscaping hedges in the north yard setback (north wall) of these lots shall not exceed 1

foot over the height of the perimeter wall.

2/22/07  
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- PLN 18. Lots 15 through 21 – Translucent Glass All north elevation windows and openings of structures on these lots shall be translucent glass.
- ~~PLN 19. Provide four foot wide sidewalks alongside the private streets immediately behind the curb.~~
- PLN 20. Decorative Paving Provide decorative paving at crosswalks and intersection paving incorporating colored or patterned concrete or precast pavers that creates a mosaic pattern of selected Cahuilla symbols or art forms (pursuant to the Section 14 Specific Plan; Section 5.2.13 (p.5-42)). Coordinate final design with the Preservation/Cultural Affairs Officer of the Agua Caliente Band of Cahuilla Indians.
- PLN 21. Perimeter walls Provide a visual break in the perimeter walls every 25 feet. Walls shall not exceed 6 feet in height, however minimal "accent panels" (roughly 3 feet in length) may be permitted to a maximum height of 7 feet. Coordinate the review of the final design with the City's Architectural Advisory Committee for approval by the Director of Planning.
- PLN 22. Lots 15 through 21 – Roof top decks and third story space is prohibited.
- PLN 23. Perimeter Pedestrian Gates Required. Provide pedestrian gates at the perimeter of the proposed development as follows: one at the main vehicular entry and one at one of the emergency exits along Avenida Caballeros ~~at all lots that abut the public right-of-way of Amado Road and Avenida Caballeros and at the emergency vehicular access points.~~
- ~~PLN 24. No Gated Development. Remove the electronically controlled vehicular gates.~~
- PLN 25. Setbacks. Setbacks for individual lots shall be as follows:
- a. Front Yard - 5 feet,
  - b. Side Yard (one side only per lot) 0
  - c. Side Yard - 3 feet,
  - d. Rear Yard - 6 feet.
  - e. Lots that abut an adjacent development - 10
  - f. feet
  - g. Rear Lots abutting the Morrison (Lots 15
  - h. through 21) - 20 feet Front Yard
  - i. Minimum usable open space per lot 30%
  - j. Maximum lot coverage 50%. Requests for lot coverage greater than 50% shall be processed as a minor amendment to the PDD and require Planning Commission Approval.
- PLN 26. Shade Trees Along Amado Road Plant shade trees in an informal pattern at a maximum spacing of 30 feet along the street edge of Amado. Include all

deep tree watering and root barriers as required by standard details issued by the Department of Public Works.

- PLN 27. Pre-wire for Photovoltaics. Provide industry standard pre-wiring for future installation of photovoltaic panels at all homes. (Public Benefit)
- PLN 28. Electric Vehicle Charging Stations Provide at least two (2) electric vehicle charging stations at two guest parking spaces. (Public Benefit)
- PLN 29. Energy Efficiency All structures to demonstrate 10% or greater energy efficiency than the minimum required by California Building Code Title 24, or alternatively provide the minimum level of LEED certification for the buildings. (Public Benefit)
- PLN 30. Pools and Spas Required. All proposed homes are to be provided with pools and/or spas at the time of initial construction.
- PLN 31. Reduced Setbacks for Pools & Spas. Setbacks from property lines to the water line of pools and spas may be reduced from five feet minimum to three feet minimum.
- PLN 32. Photovoltaic Solar Panel Upgrade. The applicant shall make available to prospective buyers upgrade packages to provide solar panels on the roofs of the proposed units.
- PLN 33. Energy Efficient Upgrade. The applicant shall make available to prospective buyers upgrade packages that offer buyers a choice of high efficiency appliances and equipment.
- PLN 34. Horticultural Walk. The applicant shall construct "The Agua Caliente Band of Cahuilla Indians (ACBCI) Horticultural Walk"; which is to be a landscaped area along both Avenida Caballeros and Amado Road (outside of the perimeter walls of the project) with a selection of plant materials that were used by the native tribes of the area in their everyday life. An informational / interpretative set of permanent markers shall accompany the landscape material. The applicant shall coordinate with the ACBCI Preservation Officer in the selection of plant material and the development of the narrative on the markers. The markers shall be located off the bikeway and pedestrian sidewalks so as not to create obstacles or hazards for those pathways. The CC&R's shall have provision that the ongoing maintenance, irrigation, repair, and replacement of the elements of the horticulture walk shall be the responsibility of the Home-Owners Association (HOA).
- PLN 35. Reforestation of Trees in Ruth Hardy Park. The applicant shall provide labor and materials for the installation of 25, 24-inch box size shade trees with irrigation in Ruth Hardy Park (including root barriers, etc). The location of trees and tie-in with existing irrigation controls and systems shall be coordinated with the Director of Parks & Recreation.

#### **POLICE DEPARTMENT CONDITIONS**

- POL 1. Developer shall comply with Section II of Chapter 8.04 "Building Security Codes" of the Palm Springs Municipal Code.

#### **BUILDING DEPARTMENT CONDITIONS**

- BLD 1. Prior to any construction on-site, all appropriate permits must be secured.

#### **ENGINEERING DEPARTMENT CONDITIONS**

The Engineering Division recommends that if this application is approved, such approval is subject to the following conditions being completed in compliance with City standards and ordinances.

Before final acceptance of the project, all conditions listed below shall be completed to the satisfaction of the City Engineer.

#### **STREETS**

- ENG 1. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.
- ENG 2. Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division. The plans shall be approved by the City Engineer prior to issuance of any building permits.
- ENG 3. The applicant shall be required to construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed, unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer.
- ENG 4. Master planned roadways (Avenida Caballeros and Amado Road) shall be improved to the *Final Section 14 Master Development Plan/Specific Plan* (dated November, 2004) design standards on and adjacent to the site, as generally identified herein, or to alternative design standards proposed by the applicant and approved by the City.
- ENG 5. When public dedications of easements or rights-of-way over Tribal Allottee land are required, the applicant shall be responsible for compliance with all Bureau of Indian Affairs (B.I.A.) requirements, including payment of any BIA fees, obtaining

appraisals and payment of just compensation to the underlying owner. It is the applicant's responsibility to determine what additional costs or other requirements may be necessary to obtain any required public dedications as identified by the City for this development. Required public dedications for easements or rights-of-way are "without limitation as to tenure"; easements granted with a defined term, or made in connection with an underlying Indian Land Lease, shall not be accepted.

- ENG 6. Upon completion of required improvements by the applicant, and as a condition of acceptance by the City Engineer, the applicant shall prepare for the City Engineer's approval, an Affidavit of Completion in accordance with Section 169.16, Title 25, of the Code of Federal Regulations, for any improvements constructed by the applicant for which an easement was dedicated to the City through the Bureau of Indian Affairs. The Affidavit of Completion shall be provided to and approved by the City Engineer prior to final acceptance of the project, including issuance of a final certificate of occupancy. The applicant shall be responsible for obtaining the necessary form for the Affidavit of Completion from the Palm Springs Agency of the Bureau of Indian Affairs, and for having it completed as necessary by the applicant's Engineer of Record.

#### AVENIDA CABALLEROS

- ENG 7. Dedicate a property line - corner cut back at the southwest corner of the subject property in accordance with City of Palm Springs Standard Drawing No. 105.
- ENG 8. Remove the existing street improvements as necessary (14 feet of removal of curb and gutter per each of the two locations with 10 feet of curb and gutter transition on each side of the two curb cuts) at the alignments of the two proposed streets located approximately 160 feet and 225 feet north of the centerline of Amado Road (i.e., northwest and southwest of Lot 33). The on-site area adjacent to the two proposed streets shall be constructed with turf block and will be accessible only to the fire department for emergency access. Each of the proposed streets shall be secured by a gate with a Knox box for fire department emergency access and is for ingress or egress, as needed for emergency access. The portions of pedestrian/jogging path and bicycle path at the locations that could potentially be driven on by emergency vehicles, shall be reinforced in order to support the 73,000 pound weight of the emergency equipment that will potentially be using the two gated entries.
- ENG 9. The existing driveway into the existing condominium complex located approximately 500 feet north of the centerline of Amado Road shall be used as another secondary emergency access to the site. A gate and Knox box shall be installed at the west property line where it crosses the existing roadway and shall be accessible for fire department emergency access only. An on-site turnaround area south of the emergency access roadway shall be constructed with turf block.
- ENG 10. Construct a meandering 5 feet wide pedestrian/jogging path behind the existing

curb along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 210 and the Section 14 Final Master Development Plan Specific Plan for the Agua Caliente Band of Cahuilla Indians (dated November, 2004).

- ENG 11. Construct a 10 feet wide Class 1 meandering bicycle path (Caltrans Design Manual – Chapter 1000 – Bikeway Planning and Design) along the entire frontage. The bicycle path shall be constructed of colored Portland cement concrete. The admixture shall be Desert Sand, Palm Springs Tan, or approved equal color by the Engineering Division.
- ENG 12. Remove the existing asphalt concrete curb ramp, and construct a Type A curb ramp meeting current California State Accessibility standards at the northeast corner of the intersection of Avenida Caballeros and Amado Road in accordance with City of Palm Springs Standard Drawing No. 212.
- ENG 13. In accordance with the Section 14 Final Master Development Plan Specific Plan (dated November 2004), the applicant shall plant palm trees in groups of two at a spacing of approximately 60 feet apart, with shade trees in an informal pattern with drought tolerant plants (in accordance with Figure 5-6 in the Section 14 Specific Plan), as approved by the Director of Planning Services. The applicant shall be responsible for the perpetual maintenance of the new palm trees and other parkway landscaping along the Avenida Caballeros frontage. The specific landscape improvements described in this condition may be modified by the applicant, in consultation with the City, provided that the intent of the Section 14 Specific Plan guideline is maintained.
- ENG 14. This development shall construct improvements in accordance with the Section 14 Final Master Development Plan Specific Plan for the Agua Caliente Band of Cahuilla Indians (dated November, 2004). No off-site parking shall be allowed on North Avenida Caballeros during and after development of this site.
- ENG 15. All broken or off grade street improvements along the project frontage shall be repaired or replaced.

~~ENG 16. Construct a 14-foot wide raised, landscaped median island in accordance with the General Plan and as specified by the City Engineer from the south side of the most northern emergency secondary access to Avenida Caballeros (entrance into the adjacent existing development). Provide a left turn pocket as required and allowed by the City Engineer. The median nose width shall be constructed 4 feet wide and shall have stamped concrete. The left turn pockets shall be designed in accordance with Section 405 of the current edition of the Caltrans Highway Design Manual, as approved by the City Engineer.~~

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~~ENG 17. Submit landscaping and irrigation system improvement plans for review and approval by the City Engineer and Director of Parks and Recreation. The irrigation system shall be separately metered from the parkway landscaping to be maintained by the applicant, for future use by the City upon acceptance of the median landscaping by the City. The plans shall be approved in conjunction with~~

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~~the street improvement plans for the median and prior to issuance of a building permit, unless otherwise allowed by the City Engineer.~~

~~ENG 18. All median landscaping in the parkways along Avenida Caballeros and Amado Road shall be guaranteed for a period of one year from the date of acceptance by the City Engineer. Any landscaping that fails during the one year landscape maintenance period shall be replaced with similar plant material to the satisfaction of the City Engineer, and shall be subject to a subsequent one year landscape maintenance period.~~

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#### AMADO ROAD

- ENG 19. Dedicate abutters rights of access to Amado Road along the entire frontage of the project, excluding the 100 feet wide approved access point; vehicular access to Amado Road shall be prohibited.
- ENG 20. Construct a 6 inch curb and gutter, 32 feet north of centerline along the entire frontage, in accordance with City of Palm Springs Standard Drawing No. 200.
- ENG 21. In accordance with the Section 14 Final Master Development Plan Specific Plan (dated November 2004), the applicant shall plant shade trees in an informal pattern at a spacing of 30 feet or less, in a 4 feet wide parkway with a 5 feet wide sidewalk north of the parkway (in accordance with Figure 5-16 in the Section 14 Specific Plan), as approved by the Director of Planning Services. Dedicate sidewalk easements as needed. The applicant shall be responsible for the perpetual maintenance of the new shade trees along the Amado Road frontage. The specific street and landscape improvements described in this condition may be modified by the applicant, in consultation with the City, provided that the intent of the Section 14 Specific Plan guideline is maintained.
- ENG 22. Construct a 50 feet wide new street intersection for the Main Entry with the centerline of the Main Entry located approximately 410 feet east of the centerline of Avenida Caballeros. The Main Entry shall be constructed with 25 feet radius curb returns and spandrels, and an 8 feet wide cross-gutter, in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
- ENG 23. Construct a Type A curb ramp meeting current California State Accessibility standards on each side of the Main Entry intersection in accordance with City of Palm Springs Standard Drawing No. 212.
- ENG 24. Construct pavement with a minimum pavement section of 3 inches asphalt concrete pavement over 6 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean sawcut edge of pavement along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110 and 325. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

ENG 25. All broken or off grade street improvements along the project frontage shall be repaired or replaced.

#### ON-SITE PRIVATE STREETS

ENG 26. Dedicate easements for public utility purposes, with the right of ingress and egress for service and emergency vehicles and personnel over the proposed private streets.

ENG 27. All on-site private streets shall be two-way with a minimum 24 feet wide travelway (as measured from back of curb) where no on-street parking is proposed.

ENG 28. All on-site private streets shall be constructed with standard 6 inch curb and gutter, a wedge curb, a mow strip at roadway grade, or other approved curbs, and cross-gutters, as necessary to accept and convey street surface drainage of the on-site streets to the on-site drainage system. Construct a Type B2 gutter, modified to 3 feet wide, along the centerline of the on-site private streets in accordance with City of Palm Springs Standard Drawing No. 200.

ENG 29. The minimum pavement section for all on-site pavement shall be 2½ inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

ENG 30. Parking shall be restricted along both sides of the 24 feet wide on-site private streets, as necessary to maintain a minimum 24 feet wide clear two-way travel way. Alternatively, the guest parking areas scattered throughout the development, shall be used in lieu of on-street parallel parking. Regulatory Type R26 "No Parking" signs or red curb shall be installed along the private streets as necessary to enforce parking restrictions. The Home Owners Association (HOA) shall be responsible for regulating and maintaining required no parking restrictions, which shall be included in Covenants, Conditions, and Restrictions (CC&R's) required for the development.

ENG 31. The gated entry at the Main Entry on Amado Road is subject to review and approval by the City Engineer and Fire Marshall. The applicant shall provide an exhibit showing truck turning movements around the entry, demonstrating the ability of standard size vehicles to maneuver through the entry (without reversing) if unable to enter the project. A minimum of 50 feet shall be provided between the back of sidewalk on the adjacent street and the gated entry directory/control panel, with an approved maneuvering area provided between the directory/control panel and the entry gates. The ingress and egress lanes shall be a minimum of 20 feet wide, unless otherwise approved by the Fire Marshall. A Knox key operated switch shall be installed at every automatic gate. Secured

automated vehicle gates or entries shall utilize a combination of a Tomar Strobeswitch™, or approved equal, and an approved Knox key electric switch when required by the fire code official. Secured non-automated vehicle gates or entries shall utilize an approved padlock or chain (maximum link or lock shackle size of ¼ inch) when required by the fire code official. In the event of a power failure, the gates shall be defaulted or automatically transferred to a fail safe mode allowing the gate to be pushed open without the use of special knowledge or any equipment. If a two-gate system is used, the override switch must open both gates.

#### **SANITARY SEWER**

- ENG 32.** The existing on-site private sewer system (shown as dark lines on Tentative Tract Map No. 36525) shall be removed in conjunction with this development. There shall be no public or private sewer main lines traversing any residential lot in this development. The proposed on-site private sewer system shall connect to the existing sewer main in Armado Road with a standard sewer lateral connection in accordance with City of Palm Springs Standard Drawing No. 405.
- ENG 33.** All sanitary facilities shall be connected to the public sewer system via the on-site private sewer system. New laterals shall not be connected at manholes.
- ENG 34.** All on-site sewer systems shall be privately maintained by a Home Owners Association (HOA). Provisions for maintenance of the on-site sewer system acceptable to the City Engineer shall be included in the Covenants, Conditions and Restrictions (CC&R's) required for this project.
- ENG 35.** If an on-site private sewer system is proposed to collect sewage from the development and connect to the existing public sewer system, sewer plans shall be submitted to the Engineering Division for review and approval. Private on-site sewer mains for residential projects shall conform to City sewer design standards, including construction of 8 inch V.C.P. sewer main and standard sewer manholes. Sewer manhole covers shall be identified as "Private Sewer". A profile view of the on-site private sewer mains is not necessary if sufficient invert information is provided in the plan view, including elevations with conflicting utility lines. Plans for sewers other than the private on-site sewer mains, i.e. building sewers and laterals from the buildings to the on-site private sewer mains, are subject to separate review and approval by the Building Division. The plans shall be approved by the City Engineer prior to issuance of any building permits.

#### **GRADING**

- ENG 36.** Submit a Precise Grading & Paving Plan prepared by a California registered Civil engineer to the Engineering Division for review and approval. The Precise Grading Plan shall be approved by the City Engineer prior to issuance of grading permit.
- a. A Fugitive Dust Control Plan shall be prepared by the applicant and/or its

grading contractor and submitted to the Engineering Division for review and approval. The applicant and/or its grading contractor shall be required to comply with Chapter 8.50 of the City of Palm Springs Municipal Code, and shall be required to utilize one or more "Coachella Valley Best Available Control Measures" as identified in the Coachella Valley Fugitive Dust Control Handbook for each fugitive dust source such that the applicable performance standards are met. The applicant's or its contractor's Fugitive Dust Control Plan shall be prepared by staff that has completed the South Coast Air Quality Management District (AQMD) Coachella Valley Fugitive Dust Control Class. The applicant and/or its grading contractor shall provide the Engineering Division with current and valid Certificate(s) of Completion from AQMD for staff that have completed the required training. For information on attending a Fugitive Dust Control Class and information on the Coachella Valley Fugitive Dust Control Handbook and related "PM10" Dust Control issues, please contact AQMD at (909) 396-3752, or at <http://www.AQMD.gov>. A Fugitive Dust Control Plan, in conformance with the Coachella Valley Fugitive Dust Control Handbook, shall be submitted to and approved by the Engineering Division prior to approval of the Grading plan.

- b. The first submittal of the Grading Plan shall include the following information: a copy of final approved conformed copy of Conditions of Approval; a copy of a final approved conformed copy of the Tentative Tract Map; a copy of current Title Report; a copy of Soils Report; a copy of the associated Hydrology Study/Report; and a copy of the project-specific Final Water Quality Management Plan.

**ENG 37.** Prior to approval of a Grading Plan or issuance of any permit, the applicant shall obtain written approval to proceed with construction from the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. The applicant shall contact the Tribal Historic Preservation Officer or the Tribal Archaeologist at (760) 699-6800, to determine their requirements, if any, associated with grading or other construction. The applicant is advised to contact the Tribal Historic Preservation Officer or Tribal Archaeologist as early as possible. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during grading or other construction, and to arrange payment of any required fees associated with Tribal monitoring.

**ENG 38.** In accordance with an approved PM-10 Dust Control Plan, temporary dust control perimeter fencing shall be installed. Fencing shall have screening that is tan in color; green screening will not be allowed. Temporary dust control perimeter fencing shall be installed after issuance of Grading Permit, and immediately prior to commencement of grading operations.

**ENG 39.** Temporary dust control perimeter fence screening shall be appropriately maintained, as required by the City Engineer. Cuts (vents) made into the perimeter fence screening shall not be allowed. Perimeter fencing shall be adequately anchored into the ground to resist wind loading.

- ENG 40. Within 10 days of ceasing all construction activity and when construction activities are not scheduled to occur for at least 30 days, the disturbed areas on-site shall be permanently stabilized, in accordance with Palm Springs Municipal Code Section 8.50.022. Following stabilization of all disturbed areas, perimeter fencing shall be removed, as required by the City Engineer.
- ENG 41. Prior to issuance of grading permit, the applicant shall provide verification to the City that the fee has been paid to the Agua Caliente Band of Cahuilla Indians in accordance with the Tribal Habitat Conservation Plan (THCP).
- ENG 42. The applicant shall obtain approvals to connect to the Tachevah outlet drain 72 inch reinforced concrete pipe from the Riverside County Flood Control and Water Conservation District (RCFC). An Encroachment Permit shall be issued from RCFC, and a copy provided to the City Engineer, prior to approval of a grading plan. For RCFC requirements, contact the RCFC Encroachment Permit Section at (951) 955-1266.
- ENG 43. Drainage swales shall be provided adjacent to all curbs and sidewalks to keep nuisance water from entering the public streets, roadways, or gutters.
- ENG 44. A Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required for the proposed development via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading or building permit.
- ENG 45. This project requires preparation and implementation of a stormwater pollution prevention plan (SWPPP). As of September 4, 2012, all SWPPPs shall include a post-construction management plan (including Best Management Practices) in accordance with the current Construction General Permit. Where applicable, the approved final project-specific Water Quality Management Plan shall be incorporated by reference or attached to the SWPPP as the Post-Construction Management Plan. A copy of the up-to-date SWPPP shall be kept at the project site and be available for review upon request.
- ENG 46. In accordance with City of Palm Springs Municipal Code, Section 8.50.022 (h), the applicant shall post with the City a cash bond of two thousand dollars (\$2,000.00) per disturbed acre (if there is disturbance of 5,000 square feet or more) at the time of issuance of grading permit for mitigation measures for erosion/blow sand relating to this property and development.
- ENG 47. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of a grading plan.

- ENG 48. The applicant shall provide all necessary geotechnical/soils inspections and testing in accordance with the Geotechnical/Soils Report prepared for the project. All backfill, compaction, and other earthwork shown on the approved grading plan shall be certified by a California registered geotechnical or civil engineer, certifying that all grading was performed in accordance with the Geotechnical/Soils Report prepared for the project. No certificate of occupancy will be issued until the required certification is provided to the City Engineer.
- ENG 49. The applicant shall provide pad elevation certifications for all building pads in conformance with the approved grading plan, to the Engineering Division prior to construction of any building foundation.
- ENG 50. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan. The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

#### WATER QUALITY MANAGEMENT PLAN

- ENG 51. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated stormwater and non-stormwater runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development.
- ENG 52. A Final Project-Specific Water Quality Management Plan (WQMP) shall be submitted to and approved by the City Engineer prior to issuance of a grading or building permit. The WQMP shall address the implementation of operational Best Management Practices (BMP's) necessary to accommodate nuisance water and storm water runoff from the site. Direct release of nuisance water to the adjacent property or public streets is prohibited. Construction of operational BMP's shall

be incorporated into the Precise Grading and Paving Plan.

- ENG 53. Prior to issuance of any grading or building permits, the property owner shall record a "Covenant and Agreement" with the County-Clerk Recorder or other instrument on a standardized form to inform future property owners of the requirement to implement the approved Final Project-Specific WQMP. Other alternative instruments for requiring implementation of the approved Final Project-Specific WQMP include: requiring the implementation of the Final Project-Specific WQMP in Home Owners Association or Property Owner Association Covenants, Conditions, and Restrictions (CC&R's); formation of Landscape, Lighting and Maintenance Districts, Assessment Districts or Community Service Areas responsible for implementing the Final Project-Specific WQMP; or equivalent. Alternative instruments must be approved by the City Engineer prior to the issuance of any grading or building permits.
- ENG 54. Prior to issuance of certificate of occupancy or final City approvals, the applicant shall:
- (a) demonstrate that all structural BMP's have been constructed and installed in conformance with approved plans and specifications;
  - (b) demonstrate that applicant is prepared to implement all non-structural BMP's included in the approved Final Project-Specific WQMP, conditions of approval, or grading/building permit conditions; and
  - (c) demonstrate that an adequate number of copies of the approved Final Project-Specific WQMP are available for the future owners (where applicable).

#### **DRAINAGE**

- ENG 55. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all stormwater runoff falling on the site, facilities approved by the City Engineer shall be required to contain the increased stormwater runoff generated by the development of the property, as described in the Preliminary Hydrology Study (dated February 26, 2013) by Amir Engineering. The volume of increased stormwater runoff due to development of the site, and the required stormwater runoff mitigation measures for the proposed development shall be determined upon review and approval of the hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study.
- ENG 56. Submit storm drain improvement plans for all on-site storm drainage system facilities for review and approval by the City Engineer.
- ENG 57. Construct storm drain improvements, including but not limited to catch basins, and storm drain lines, for drainage of on-site streets into the Tachevah Outlet Drain 72 inch reinforced concrete pipe in Avenida Caballeros if approved by the

Riverside County Flood Control & Water Conservation District. The Final Hydrology Study for Tentative Tract Map 36525 shall include catch basin sizing, storm drain pipe sizing, and calculations to determine if the Tachevah Outlet Drain has the capacity to accept the drainage from the development and other specifications for construction of required on-site storm drainage improvements.

ENG 58. All on-site storm drain systems shall be privately maintained by a Homeowners Association (HOA). Provisions for maintenance of the on-site storm drain systems acceptable to the City Engineer shall be included in Covenants, Conditions and Restrictions (CC&R's) required for this project.

ENG 59. The project is subject to flood control and drainage implementation fees. The acreage drainage fee at the present time is \$9,212.00 per acre in accordance with Resolution No. 15189. Fees shall be paid prior to issuance of a building permit.

#### GENERAL

ENG 60. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Palm Springs Standard Drawing No. 115. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including additional pavement repairs to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Desert Water Agency, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, Mission Springs Water District, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than existed prior to construction of the proposed development.

ENG 61. All proposed utility lines shall be installed underground.

ENG 62. All existing utilities shall be shown on the improvement plans for the project. The existing and proposed service laterals shall be shown from the main line to the property line.

ENG 63. Upon approval of any improvement plan by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD 2004 drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.



- ENG 64. The original improvement plans prepared for the proposed development and approved by the City Engineer shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a final certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
- ENG 65. Nothing shall be constructed or planted in the corner cut-off area of any intersection or driveway which does or will exceed the height required to maintain an appropriate sight distance per City of Palm Springs Zoning Code Section 93.02.00, D.
- ENG 66. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed in accordance with City of Palm Springs Standard Drawing No. 904.

#### MAP

- ENG 67. A Final Map shall be prepared by a California registered Land Surveyor or qualified Civil Engineer and submitted to the Engineering Division for review and approval. A Title Report prepared for subdivision guarantee for the subject property, the traverse closures for the existing parcel and all lots created therefrom, and copies of record documents shall be submitted with the Final Map to the Engineering Division as part of the review of the Map. The Final Map shall be approved by the City Council prior to issuance of building permits.
- ENG 68. A copy of draft Covenants, Conditions and Restrictions (CC&R's) shall be submitted to the City Attorney for review and approval for any restrictions related to the Engineering Division's recommendations. The CC&R's shall be approved by the City Attorney prior to approval of the Final Map, or in the absence of a Final Map, shall be submitted and approved by the City Attorney prior to issuance of Certificate of Occupancy.
- ENG 69. Upon approval of a final map, the final map shall be provided to the City in G.I.S. digital format, consistent with the "Guidelines for G.I.S. Digital Submission" from the Riverside County Transportation and Land Management Agency." G.I.S. digital information shall consist of the following data: California Coordinate System, CCS83 Zone 6 (in U.S. feet); monuments (ASCII drawing exchange file); lot lines, rights-of-way, and centerlines shown as continuous lines; full map annotation consistent with annotation shown on the map; map number; and map file name. G.I.S. data format shall be provided on a CDROM/DVD containing the following: ArcGIS Geodatabase, ArcView Shapefile, ArcInfo Coverage or Exchange file (e00), DWG (AutoCAD 2004 drawing file), DGN (Microstation drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variations of the type and format of G.I.S. digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.

## TRAFFIC

- ENG 70. A minimum of 48 inches of clearance for handicap accessibility shall be provided on public sidewalks or pedestrian paths of travel within the development. Minimum clearance on public sidewalks (or pedestrian paths of travel) shall be provided by either an additional dedication of a sidewalk easement (if necessary) and widening of the sidewalk, or by the relocation of any obstructions within the public sidewalk along the Avenida Caballeros and Amado Road frontages of the subject property.
- ENG 71. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.
- ENG 72. Submit traffic striping plans for Amado Road, prepared by a California registered civil engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed in conjunction with required street improvements, to the satisfaction of the City Engineer, and prior to issuance of a certificate of occupancy.
- ENG 73. Install a 24 inch stop sign, stop bar, and "STOP" legend for traffic exiting the development at the intersection of Amado Road and the Main Entry in accordance with City of Palm Springs Standard Drawing Nos. 620-625 and the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated January 13, 2012, or subsequent editions in force at the time of construction, as required by the City Engineer.
- ENG 74. If identified by a name, install a street name sign at the intersection of Amado Road \_\_\_\_\_ and the Main Entry in accordance with City of Palm Springs Standard Drawing Nos. 620 through 625 and the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated January 13, 2012, or subsequent editions in force at the time of construction, as required by the City Engineer.
- ENG 75. Install stop controls at on-site street intersections, as may be required by the City Engineer. Stop signs within the development may be customized, provided the sign maintains the minimum standards for stop signs in the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated January 13, 2012, or subsequent editions in force at the time of construction, subject to review and approval by the City Engineer.
- ENG 76. Construction signing, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated January 13,

2012, or subsequent editions in force at the time of construction.

ENG 77. This property is subject to the Transportation Uniform Mitigation Fee which shall be paid prior to issuance of building permit.

## **FIRE DEPARTMENT CONDITIONS**

### **GENERAL CONDITIONS**

These Fire Department conditions may not provide all requirements. Detailed plans are still required for review.

FID 1 These conditions are subject to final plan check and review. Initial fire department conditions have been determined on the site plan dated January 8, 2013. Additional requirements may be required at that time based on revisions to site plans.

FID 2 Fire Department Conditions were based on the 2010 California Fire Code. Four complete sets of plans for private fire service mains, fire alarm, or fire sprinkler systems must be submitted at time of the building plan submittal.

FID 3 **Plot Plan:** Prior to completion of the project, an 8.5"x11" plot plan or drawing, and an electronic version in an industry standard file format capable of being used in a geographical information system (GIS) preferably an ESRI shape file(s) shall be provided to the fire department. The GIS file shall be projected in the California State Plane Zone VI coordinate system and capable of being re-projected into the North American Datum 1983 coordinate system. PDF files by themselves will not meet this requirement. The GIS and ESRI shape file(s) shall clearly show all access points, fire hydrants, KNOX™ box locations, fire department connections, dwelling unit or suite identifiers, main electrical panel location(s), sprinkler riser and fire alarm locations. Industry standard symbols used in emergency management and pre-fire planning are encouraged. Large projects may require more than one page. AutoCAD files will be accepted but must be approved prior to acceptance.

### **FID 4 PLANS AND PERMITS**

When there are significant changes in occupancy, water supply, storage heights, type, and quantity of storage, storage configurations, Tenant Improvements or any other changes which may affect the fire sprinkler system design, the owner, tenant or contractor shall submit plans and secure permits.

Complete plans for private fire service mains or fire sprinkler systems should be submitted for approval well in advance of installation. Plan reviews can take up to 20 working days. Submit a minimum of four (4)

sets of drawings for review. Upon approval, the Fire Prevention Bureau will retain two sets.

Plans shall be submitted to:

**City of Palm Springs  
Building and Safety Department  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262**

**Counter Hours: M – TH, 8:00 AM – 11:00 AM and 2:00 PM – 6:00 PM**

A deposit for Plan Check and Inspection Fees is required at the time of Plan Submittal. The minimum fee is \$ 208.00. These fees are established by Resolution of the Palm Springs City Council.

Complete listings and manufacturer's technical data sheets for all system materials shall be included with plan submittals. All system materials shall be UL listed or FM approved for fire protection service and approved by the Fire Prevention Bureau prior to installation.

Plans shall indicate all necessary engineering features, including all hydraulic reference nodes, pipe lengths and pipe diameters as required by the appropriate codes and standards. Plans and supportive data (calculations and manufacturer's technical data sheets) shall be submitted with each plan submittal. Complete and accurate legends for all symbols and abbreviations shall be provided on the plans.

Plot Plan: Prior to completion of the project, a 8.5"x11" plot plan and an electronic CAD version shall be provided to the fire department. This shall clearly show all access points, fire hydrants, knox box locations, fire department connections, unit identifiers, main electrical panel locations, sprinkler riser and fire alarm locations. Large projects may require more than one page.

**FID 5 Public Safety CFD:** The Project will bring a significant number of additional residents to the community. The City's existing public safety and recreation services, including police protection, criminal justice, fire protection and suppression, ambulance, paramedic, and other safety services and recreation, library, cultural services are near capacity. Accordingly, the City may determine to form a Community Services District under the authority of Government Code Section 53311 etseq, or other appropriate statutory or municipal authority. Developer agrees to support the formation of such assessment district and shall waive any right to protest, provided that the amount of such assessment shall be established through appropriate study and shall not exceed \$500 annually with a consumer price index escalator. The district shall be formed prior to sale of any lots or a covenant agreement shall be recorded against each parcel, permitting incorporation

of the parcel in the district.

**FID 6 Access During Construction (CFC 503):** Access for firefighting equipment shall be provided to the immediate job site at the start of construction and maintained until all construction is complete. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13'6". Fire Department access roads shall have an all weather driving surface and support a minimum weight of 73,000 lbs.

**FID 7 Access Road Dimensions (CFC 503.2.1):** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13'6". Fire Department access roads shall have an all weather driving surface and support a minimum weight of 73,000 lbs.

**FID 8 Fire Apparatus Access Gates (8.04.260 PSMC):** Entrance gates shall have a clear width of at least 15 feet and be equipped with a frangible chain and padlock.

**FID 9 Security Gates (CFC 503.6):** The installation of security gates across a fire apparatus access road shall be approved by the Fire Chief. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200 and an approved Knox key electric switch. Secured non-automated vehicle gates or entries shall utilize an approved padlock or chain (maximum link or lock shackle size of ¼ inch). Approved security gates shall be a minimum of 14 feet in unobstructed drive width on each side with gate in open position.

In the event of a power failure, the gates shall be defaulted or automatically transferred to a fail safe mode allowing the gate to be pushed open without the use of special knowledge or any equipment. If a two-gate system is used, the override switch must open both gates.

If there is no sensing device that will automatically open the gates for exiting, a fire department approved Knox electrical override switch shall be placed on each side of the gate in an approved location.

A final field inspection by the fire code official or an authorized representative is required before electronically controlled gates may become operative. Prior to final inspection, electronic gates shall remain in a locked-open position.

**FID 10 Fire Department Access:** Fire Department Access Roads shall be

provided and maintained in accordance with (Sections 503 CFC)

• **Minimum Access Road Dimensions:**

1. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, a greater width for private streets may be required by the City engineer to address traffic engineering, parking, and other issues. The Palm Springs Fire Department requirements for two-way private streets, is a **minimum width of 24 feet** is required for this project, unless otherwise allowed by the City engineer. No parking shall be allowed in either side of the roadway.
2. Roads must be 30 feet wide when parking is not allowed on only one side of the roadway.
3. Roads must be 40 feet wide when parking is not restricted.

FID 11      **Dimensions (CFC 503.2.1):** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet 6 inches.

FID 12      **Roadway Dimensions:** Private streets shall have a minimum width of at least 20 feet, pursuant to California Fire Code 503.2.1 however, a greater width for private streets may be required by the City engineer to address traffic engineering, parking, and other issues. The Palm Springs Fire Department requirements for two-way private streets, is a **minimum width of 24 feet**, unless otherwise allowed by the City engineer. No parking shall be allowed in either side of the roadway.

FID 13      **Turning radius (CFC 503.2.4):** Fire access road turns and corners shall be designed with a minimum inner radius of 25 feet and an outer radius of 43 feet. Radius must be concentric.

FID 14      **Required Turn Arounds (CFC 505.2.5):** Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus. The City of Palm Springs has two approved turn around provisions. One is a cul-de-sac with an outside turning radius of 45 feet from centerline. The other is a hammerhead turnaround meeting the Palm Springs Public Works and Engineering Department standard dated 9-4-02. These will be required on the two dead end roads at the southwest corner of the complex.

FID 15      **Surface (CFC 503.2.3):** Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (73,000 lbs. GVW) and shall be surfaced so as to provide all-weather driving capabilities.

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (73,000 lbs. GVW) and shall be

surfaced so as to provide all-weather driving capabilities. Decomposed granite (DG), grass, dirt, sand and other materials that can wash away, develop ruts or be dug up shall not be used. Interlocking pavers, turf block or other similar materials may be allowed, subject to the provision of proper base material and compliance with City Engineering Department compaction requirements. Prior to permit sign-off, compaction test results shall be submitted to the City Engineering Department for approval.

**FID 16 Premises Identification (505.1):** New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches high for SFR occupancies and 6" - 12" for all other occupancies depending on distance from street with a minimum stroke width of 0.5 inch. Where access is by means of a private road and the building cannot be viewed from the *public* way, a monument, pole or other sign or means shall be used to identify the structure.

**FID 17 Fire Hydrant Flow and Number of Fire Hydrants (CFC 508.5):** Fire hydrants shall be provided in accordance with CFC Appendix B, Fire Flow Requirements for Buildings, for the protection of buildings, or portions of buildings, hereafter constructed. The required fire hydrant flow for this project is 750 gallons per minute (with fire sprinklers) (CFC Appendix B) and one available fire hydrant must be within 250 feet from any point on lot street frontages. (CFC Appendix C)

**FID 18 Operational Fire Hydrant(s) (CFC 508.1, 508.5.1 & 1412.1):** Operational fire hydrant(s) shall be installed within 250 feet of all combustible construction. They shall be installed and made serviceable prior to and during construction. No landscape planting, walls, or fencing is permitted within 3 feet of fire hydrants, except ground cover plantings.

**FID 19 NFPA 13D Fire Sprinklers Required:** An automatic fire sprinkler system is required. Only a C-16 licensed fire sprinkler contractor shall perform system design and installation. System to be designed and installed in accordance with NFPA standard 13D, 2010 Edition, as modified by local ordinance. The contractor should submit fire sprinkler plans as soon as possible. No portion of the fire sprinkler system may be installed prior to plan approval.

**FID 20 Residential Smoke and Carbon Monoxide Alarms Installation with Fire Sprinklers (CFC 907.2.10.1.2, 907.2.10.2 & 907.2.10.3; CRC R315):** Provide and install Residential Smoke and Carbon Monoxide Alarms (Kidde SM120X Relay / Power Supply Module connected to multi-station Kidde smoke and carbon monoxide alarms or equal system and fire sprinkler flow switch). Alarms shall receive their primary power from the

building wiring, and shall be equipped with a battery backup. In new construction, alarms shall be interconnected so that operation of any smoke alarm, carbon monoxide alarm or fire sprinkler flow switch causes all smoke and carbon monoxide alarms within the dwelling to sound and activate the exterior horn/strobe.

The wiring of this system shall be in accordance with Kidde SM120X Relay / Power Supply Module manual and Figure 2 (see attached). The 120 volt device wired to turn on when alarm sounds is the exterior horn / strobe. The pull for fire device is the fire sprinkler flow switch.

- FID 21 Additional Residential Smoke Alarm Requirements (NFPA 72: 29.5.1.3):** Where the interior floor area for a given level of a dwelling unit, excluding garage areas, is greater than 1,000 Sq. Ft., the additional requirements are that all points on the ceiling shall have:
- a. A smoke alarm within a distance of 30 ft travel distance or
  - b. An equivalent of one smoke alarm per 500 Sq. Ft. of floor area.
- One smoke alarm per 500 Sq. Ft. is evaluated by dividing the total interior square footage of floor area per level by 500 Sq. Ft.

- FID 22 Carbon Monoxide Alarm or Detector Locations (NFPA 720: 9.4.1.1 & 9.4.1.2; CRC R315.3):** Carbon monoxide alarms or detectors shall be installed as follows:
- (1) Outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedrooms
  - (2) On every occupiable level of a dwelling unit, including basements, excluding attics and crawl spaces
  - (3) Other locations where required by applicable laws, codes, or standards

Each alarm or detector shall be located on the wall, ceiling, or other location as specified in the manufacturer's published instructions that accompany the unit.

- FID 23 Audible Residential Water Flow Alarms (CFC 903.4.2):** An approved audible sprinkler flow alarm (Wheelock horn/strobe # MT4-115-WH-VFR with WBB back box or equal) shall be provided on the exterior of the building in an approved location. The horn/strobe shall be outdoor rated.

- FID 24 Marking (CFC 503.3):** NO PARKING – FIRE LANE signs shall be posted where necessary, including both sides of proposed gates located in the southwest corner of the complex. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

**END OF CONDITIONS**



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP 36525 FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF AVENDIA CABALLEROS AND AMADO ROAD, IN SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH SOL PS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

WHEREAS, the Planning Commission, at its meeting of May 22, 2013, recommended approval of Tentative Tract Map 36525, prepared by Luke R. Beverly, representing Sol PS, LLC, a California Limited Liability Company, for the above described property; and

WHEREAS, the City Council at its meeting of June 19, 2013, approved Tentative Tract Map 36525 subject to conditions; now therefor

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

1. That Final Map 36525 is in substantial conformance with approved Tentative Tract Map 36525; and
2. That requisite conditions associated with Tentative Tract Map 36525 have been satisfied; and
3. That Final Map 36525 is in conformance with the General Plan; and
4. That Final Map 36525 conforms to all requirements of the Subdivision Map Act of the State of California; and
5. That all offers of dedication to the public on Final Map 36525 shall be accepted by the City Clerk of the City of Palm Springs; and
6. That the City Manager is hereby authorized to enter into a Subdivision Improvement Agreement with the subdivider and to accept subdivision improvement security in conformance with the requirements therein for construction of required public improvements; and
7. That the City Clerk shall cause to have recorded with the Riverside County Recorder the Subdivision Improvement Agreement; and
8. That Final Map 36525 is hereby approved for purposes therein defined.

Resolution No.

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ADOPTED THIS 6th day of November, 2013.

\_\_\_\_\_  
David H. Ready, City Manager

ATTEST:

\_\_\_\_\_  
James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF PALM SPRINGS )

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. \_\_\_\_ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on November 17, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
James Thompson, City Clerk  
City of Palm Springs, California