



City Council Staff Report

October 15, 2014

CONSENT CALENDAR

Subject: APPROVAL OF A SUBDIVISION IMPROVEMENT AGREEMENT REPLACEMENT WITH AGAVE 28, LP, A CALIFORNIA LIMITED PARTNERSHIP, TRACT 33161 FOR 32 SINGLE FAMILY HOMES LOCATED AT 300 RADIO ROAD, IN SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

On February 21, 2007 City council approved the Final Map and Subdivision Improvement Agreement for Tract Map 33161. Pardue, Cornwell and Associates, Inc., representing Sherman Las Vegas Road Housing, Inc., a California Corporation, prepared a final map for subdivision of property into 32 residential lots and 2 open space lots, located at 300 Radio Road, in Section 34, Township 3 South, Range 4 East.

Agave 28, LP, a California Limited Partnership is purchasing said Tract Map 33161 from Sherman Las Vegas Road Housing, Inc. and has submitted substitute Improvement Bonds and Subdivision Improvement Agreement for approval.

RECOMMENDATION:

- 1) Approve substitute Improvement Bonds and Subdivision Improvement Agreement with Agave 28, LP, a California Limited Partnership.
- 2) Authorize the City Manager to execute all necessary documents.

ITEM NO. 23

STAFF ANALYSIS:

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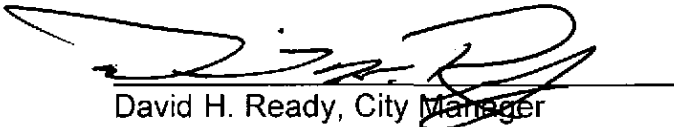
It has been determined that the approved conditions of approval remain in place for Tract Map 33161.

FISCAL IMPACT:

None.



David J. Barakian
Director of Public Works/City Engineer



David H. Ready, City Manager

ATTACHMENTS:

1. Substitute Subdivision Improvement Agreement and Bonds
2. Map

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF PALM SPRINGS

and

AGAVE 28, LP

A CALIFORNIA LIMITED PARTNERSHIP

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2014, by and between the CITY OF PALM SPRINGS, a California charter city ("CITY"), and Agave 28, LP, a California Limited Partnership ("Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map for Tract Map No. 33161 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 offered dedication to the City of Palm Springs of Lot "A" for street and public utility purposes; easements for public utility and sewer purposes with right of ingress and egress for service and emergency vehicles and personnel over Lot "B" (the on-site private streets), as shown on the map; the 24 feet wide easements for public utility and sewer purposes as shown on the map; the easements for pedestrian access along Las Vegas Road, as shown on the map; abutters rights of access to Lot "A" (Radio Road) adjacent to Lots 4 through 10, 12, 13, 16, and 17, all as shown on the final map; and abutters rights of access to Las Vegas Road adjacent to Lots 1, 19 through 28, Lot "C" and Lot "D", all as shown on the map; and City desires to accept the public dedication as shown on the final map, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City and City has approved plans and specifications, herein identified on Exhibit "C", 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 and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, 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"), herein identified on Exhibit "C". The estimated construction cost for the Works of Improvement not yet constructed is \$425,530.00.

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 material 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 as reasonably necessary to completion of the Works of Improvement 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 material 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. The City Engineer shall act reasonably in conducting his duties under this Agreement.

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 reasonably 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 property 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) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date, subject to extension for force majeure delay and extension by the City Engineer as provided below. Extensions of time for completion of the Works of Improvement may be granted upon approval by the City Engineer or his designee for reasonable cause. Extension of time may also 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 reasonable 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, litigation that materially and adversely involves the Works of Improvement, 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 \$425,530.00 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 \$245,090.00 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 \$15,800.00 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 \$113,475.00 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, or 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 Subdivider shall fail to commence the performance of that work within 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 third-party 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:

CITY OF PALM SPRINGS, CALIFORNIA

By _____

James Thompson, City Clerk

David H. Ready, City Manager

STANDARD FORM CITY ATTORNEY APPROVED AGREEMENT

RECOMMENDED BY:

David Barakian, City Engineer

SUBDIVIDER:

AGAVE 28, LP,
a California Limited Partnership

By: Arroyo Vista Partners, LLC,
a Delaware limited liability company

Its General Partner

By: 

Name: Paul Orwita

Its: Managing Member

Mailing Address:

Agave 28, LP
556 S. Fair Oaks Avenue, #337
Pasadena, Ca 91105
(626)263-4205
(626)992-4003 (fax)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 6, 2014 before me Nevine F. Ayad, Notary Public

personally appeared Paul Oruler Here insert Name and Title of the Officer
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal
 Signature Nevine F. Ayad
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

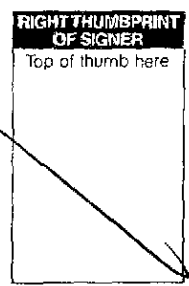
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of _____ County of _____ On _____ before me, _____ Date Name, Title of Officer personally appeared _____ NAME(S) OF SIGNER(S) G personally known to me - OR - G proved to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the persons(s) acted, executed the instrument. Witness my hand and official seal.</p>	<p>CAPACITY CLAIMED BY SIGNER G INDIVIDUAL(S) G CORPORATE _____ OFFICER(S) _____ TITLE(S) G PARTNER(S) G ATTORNEY-IN-FACT G TRUSTEE(S) G SUBSCRIBING WITNESS G GUARDIAN/CONSERVATOR G OTHER _____ SIGNER IS REPRESENTING: _____</p>
<p>Signature of Notary SEE ATTACHED CERTIFICATE</p>	
<p>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 _____</p>	

EXHIBIT "A"

TRACT MAP 33161 LEGAL DESCRIPTION

LOTS 1 THROUGH 15, 20 THROUGH 32, AND C OF Tract Map No. 33161, as recorded in Map Book 422, Pages 20 through 22 inclusive, records of Riverside County, California.

EXHIBIT "B"

TENTATIVE TRACT MAP 33161 CONDITIONS OF APPROVAL

RESOLUTION NO. 21328

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING CASE 5.1037 TTM33161-AN APPLICATION BY SHERMAN ASSOCIATES FOR A TENTATIVE TRACT MAP AND PRELIMINARY PLANNED DEVELOPMENT DISTRICT, TO SUBDIVIDE 5.95 ACRES INTO 32 LOTS FOR FUTURE CONSTRUCTION OF 32 DETACHED RESIDENCES, LOCATED BETWEEN LAS VEGAS ROAD AND RADIO ROAD WEST OF INDIAN CANYON DRIVE, ZONE R2, SECTION 34, APN 669-441-013.

WHEREAS, Sherman Associates ("Applicant") has filed an application with the City pursuant to Section 9.62 of the Municipal Code, Section 94.03.00 of the Zoning Ordinance and Section 92.25.00 of the Zoning Ordinance for a Tentative Tract Map, Planned Development District to allow the construction of 32 detached single family residences, a private street and pavement, and a mini-park located between Radio Road and Las Vegas Road west of Indian Canyon Drive, Zone R-2, Section 34, APN 669441013; and

WHEREAS, a neighborhood meeting was held by the applicant with staff attendance at the James O. Jesse Community Center on May 10, 2005; and

WHEREAS, notice of public hearing of the Planning Commission of the City of Palm Springs to consider the application for Case 5.1037, PD-309 and TTM33161 was given in accordance with applicable law; and

WHEREAS, on June 8, 2005, a public hearing on the project was held by the Planning Commission in accordance with applicable law; and

WHEREAS, on June 8, 2005, the Planning Commission of the City of Palm Springs voted to recommend approval of the project; and

WHEREAS, the Planning Commission has carefully reviewed and considered all of the evidence presented in connection with the hearing on the project including, but not limited to, the staff report, and all written and oral testimony presented; and

WHEREAS, notice of the public hearing of the City Council of the City of Palm Springs to consider Case 5.1037, PD 309, and Tentative Tract map 33161 was given in accordance with applicable law; and

WHEREAS, on July 6, 2005 a public hearing on the application for Case 5.1037, PD 309, and Tentative Tract Map 33161 was held by the City Council in accordance with applicable law; and

WHEREAS, the City Council has carefully reviewed and considered all of the evidence presented in connection with the hearing on the project including, but not limited to, the staff report, and all written and oral testimony presented.

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

Section 1: Pursuant to CEQA, the City Council finds as follows:

The Initial Study and Mitigated Negative Declaration adequately addresses the general setting of the project, its potentially significant impacts, and the mitigation measures related to each significant effect for the proposed project.

The City Council further finds that with the adoption of proposed Mitigated Negative Declaration. With the mitigated potentially significant environmental impacts resulting from this project will be reduced to a level of insignificance.

Section 2: Pursuant to Section 94.02.00 of the Zoning Ordinance:

a. That the use applied for at the location set forth in the application is properly one for which a conditional use permit is authorized by this Zoning Code;

b. The proposed density does not exceed the General Plan requirements.

c. That the use is necessary or desirable for the development of the community, is in harmony with the various elements or objectives of the general plan, and is not detrimental to existing uses or to future uses specifically permitted in the zone in which the proposed use is to be located;

d. That the site for the intended use is adequate in size and shape to accommodate such use, including yards, setbacks, walls or fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses of land in the neighborhood;

e. That the site for the proposed use relates to streets and highways properly designed and improved to carry the type and quantity of traffic to be generated by the proposed use;

The proposed project is serviced by a collector street (Radio Road) and a local street (Las Vegas Road) that has the capacity to carry the type and quantity of traffic expected to be generated by the residential and commercial uses.

f. That the conditions to be imposed and shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare and may include minor modification of the zone's property development standards.

The conditions of approval imposed are necessary to protect the public health, safety and general welfare.

Section 3 Pursuant to Zoning Ordinance Section 94.03.00, the City Council finds that:

- a. The detached single family residential is a permitted use in the R2 zone in conformity with the required findings and conditions as set forth in the zoning ordinance, the General Plan and sound community development.
- b. A full range of development standards is established appropriate to the orderly development of the site which shall include the following:

Table 2.0 -- Zone R2 and Proposed Development Standards

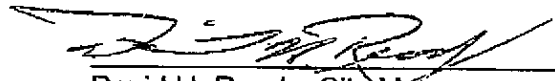
<u>Development Standards</u>	<u>R2 Development Standards</u>	<u>Proposed</u>
Lot area	20,000	5624 sq. ft.-8314 sq. ft.
Minimum Width	Interior-130 feet Corner-140 feet Reversed corner-145 feet Culdesac-130 feet	60 ft. -105 ft.
Minimum Depth	150 feet	64 ft.-126 ft.
Front Yard	25 feet	42 ft.-5 ft.
Side Yard	10 ft. minimum	19 ft.-5 ft.
Rear Yard	10 ft minimum-Lots backing on R1-min. of 15 ft. Lots backing on commercial/industrial requires a min. 20 ft.	18 ft.-12 ft. 10 ft.-5 ft.

Lot Coverage	50% usable landscaped open space (OS) and outdoor living and recreation areas required. Structures exceeding 18 ft. in height and 1 story, lot coverage no more than 30% of total area.	57% whole property Average 68% OS per lot Average 31% Lots 5,11,14,15,18,19, 20,22,24,26,29,30,31, and 32 exceed 30% lot coverage.
Minimum Dwelling Size		Lot A - 2,131 sq. ft. Lot B - 1,674 sq. ft. Lot C - 2,245 sq. ft.
Density	3,000 sq. ft. per dwelling unit	32 Proposed
Bldg. Height	Maximum 24 ft. and 2 stories	Lot A -19.6 feet TOP Lot B - 22 feet TOP Lot C - 15 feet TOP
Distance between buildings	15 ft. when residential is adjacent and parallel to each other. Min. distance between bldgs. on opposite sides of an interior court shall be 30 ft.	10 ft. – 80 ft.
Guest Parking	None listed	6 guest spaces
Distance from pools to wall	5 feet	5 feet

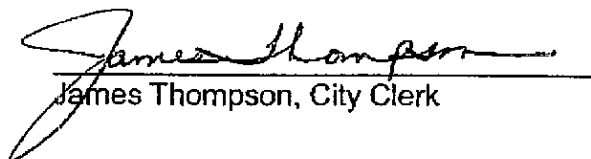
- c. This Planned Development District is established through application of the property owner in accordance with the public hearing procedures as set forth in Section 94.02.00(B), the requirements of the California Environmental Quality Act, and the approval of preliminary and final development plans.
- d. Development of this Planned Development District shall be subject to the requirements of section 94.03.00 and shall conform to the specifications of the final development plan as approved by the City Council.
- e. The approval of the preliminary development plans constitutes approval of the preliminary Planned Development District, which shall be incorporated into and become a part of the Final Planned Development District

- f. The applicant shall submit final development plans for review by the Architectural Advisory Committee and the Planning Commission. Final plans shall be substantially in conformance with the approved preliminary plan and shall incorporate all modifications and conditions made to the preliminary development plan made by the Planning Commission and City Council, and shall be submitted with the final development plan checklist provided by the Department of Planning Services.

ADOPTED THIS 6th day of July, 2005.


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. 21328 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 July 6, 2005, by the following vote:

AYES: Councilmember Foat, Councilmember Pougnet, Councilmember Mills,
Mayor Pro Tem McCulloch and Mayor Oden.
NOES: None.
ABSENT: None.
ABSTAIN: None.


James Thompson, City Clerk
City of Palm Springs, California

CONDITIONS OF APPROVAL

CASE 5.1037 PD-309
TTM33161

TENTATIVE TRACT MAP

PLANNED DEVELOPMENT DISTRICT

SHERMAN ASSOCIATES

VISTA SAN JACINTO

JULY 6, 2005

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 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

1. The proposed development of the premises shall conform to all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, or any other City Codes, ordinances and resolutions which supplement the zoning district regulations.
2. 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 Tentative Tract Map 33161 and Case 5.1037- Planned Development District 309. 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.

3. That the property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation sidewalks, bikeways, parkways, 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.
4. 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.
5. Pursuant to Park Fee Ordinance No. 1632 and in accordance with Government Code Section 66477 (Quimby Act), all residential development shall be required to contribute to mitigate park and recreation impacts such that, prior to issuance of residential building permits, a parkland fee or dedication shall be made. Accordingly, all residential development shall be subject to parkland dedication requirements and/or park improvement fees. The parkland mitigation amount shall be based upon the cost to acquire and fully improve parkland. The fee shall be collected by the Planning Services Department.
6. The Project will bring 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 et. seq., 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.

CC&R's

7. 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 Services for approval in a form to be approved by the City Attorney, to be recorded prior to approval of a final map. The CC&R's shall be enforceable by the City, shall not be amended without City approval, shall require maintenance of all property in a good condition and in accordance with all ordinances,
8. The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$2,000, for the review of the CC&R's by the City Attorney. A \$250 filing fee shall also be paid to the City Planning Department for administrative review purposes.

Cultural Resources

9. 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.
10. The project area has the possibility of buried resources. A Native American Monitor shall be present during all ground-disturbing activities.
 - a) Experience has shown that there is always a possibility of buried cultural resources in a project area. Given that, 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 Services and after the consultation the Director shall have the authority to halt destructive construction and shall notify a Qualified Archaeologist to investigate and, 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 and Zoning Department prior to final inspection.

Final Design

- 12. Final landscaping, irrigation, exterior lighting, and fencing plans shall be submitted for approval by the Department of Planning Services, Department of Public Works, and Department of Parks and Recreation, prior to issuance of a building permit. Landscape plans shall be approved by the Riverside County Agricultural Commissioner's Office prior to submittal. All landscaping located within the public right of way or within community facilities districts must be approved by the Public Works Director and the Director of Parks and Recreation.
- 13. The wall on Radio Road shall have a staggered 50-75% movement which will allow more pockets for free movement and landscape plantings including trees.
- 14. An exterior lighting plan in accordance with Zoning Ordinance Section 93.21.00, Outdoor Lighting Standards, shall be submitted for review and approval by the Director of Planning & Zoning prior to the issuance of building permits. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be submitted for approval prior to issuance of a building permit. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of the hillside is permitted.
- 15. Approved Development Standards are as follows:

<u>Development Standards</u>	<u>Proposed</u>
Lot area	5624 sq. ft.-8314 sq. ft.
Minimum Width	60 ft. -105 ft.
Minimum Depth	64 ft.-126 ft.
Front Yard	42 ft.-5 ft.
Side Yard	19 ft.-5 ft.
Rear Yard	18 ft.-12 ft.
	10 ft.-5 ft.

Lot Coverage	57% whole property Average 68% Open Space per lot. Average Lot Coverage 31%. Lots 5,11,14,15,18,19,20,22,24,26,29,30,31, and 32 exceed 30% lot coverage.
Minimum Dwelling Size	Lot A - 2,131 sq. ft. Lot B - 1,674 sq. ft. Lot C - 2,245 sq. ft.
Density	32 Proposed
Building Height	Lot A -19.6 feet TOP Lot B - 22 feet TOP Lot C - 15 feet TOP
Distance between buildings	
Guest Parking	10 ft. – 80 ft. 6 guest spaces
Distance from pools to wall	5 feet

GENERAL CONDITIONS/CODE REQUIREMENTS

16. Commencement of the Tract Map under this Tentative Tract Map shall be within two (2) years from the effective date of approval. The Planning Commission upon demonstration of good cause may grant extensions of time.
17. The Planned Development District approval shall be valid for a period of six months (6) months. The Planning Commission upon demonstration of good cause may grant extensions of time.
18. Commencement of the construction shall be within two (2) years from the effective date of approval of the Final Planned Development. The Planning Commission upon demonstration of good cause may grant extensions of time.
19. If the use of the subject property is ever changed, the City reserves the right to modify or revoke this Tentative Tract Map and/or Planned Development District application.

20. The project is subject to the City of Palm Springs Water Efficient Landscape Ordinance. The applicant shall submit an application for Final Landscape Document Package to the Director of Planning and Zoning for review and approval prior to the issuance of a building permit. Refer to Chapter 8.60 of the Municipal Code for specific requirements.
21. Prior to issuance of a grading permit, a Fugitive Dust and Erosion Control Plan shall be submitted and approved by the Building Official. Refer to Chapter 8.50 of the Municipal Code for specific requirements.
22. The grading plan shall show the disposition of all cut and fill materials. Limits of site disturbance shall be shown and all disturbed areas shall be fully restored or landscaped.
23. Separate architectural approval and permits shall be required for all signs. The Planning Commission prior to issuance of building permits shall submit a detailed sign program for review and approval.
24. All awnings shall be maintained and periodically cleaned.
25. All roof mounted mechanical equipment shall be screened from all possible vantage points both existing and future per Section 9303.00 of the Zoning Ordinance. The screening shall be considered as an element of the overall design and must blend with the architectural design of the building(s). The exterior elevations and roof plans of the buildings shall indicate any fixtures or equipment to be located on the roof of the building, the equipment heights, and type of screening. Parapets shall be at least 6" above the equipment for the purpose of screening.
26. No exterior downspouts shall be permitted on any facade on the proposed building(s), which are visible from adjacent streets or residential and commercial areas. Scuppers are an allowed feature.
27. Perimeter walls shall be designed, installed and maintained in compliance with the corner cutback requirements as required in Section 9302.00.D.
28. The design, height, texture and color of building(s), fences and walls shall be submitted for review and approval prior to issuance of building permits.
29. The street address numbering/lettering shall not exceed eight inches in height.
30. Construction of any residential unit shall meet minimum soundproofing requirements prescribed pursuant to Section 1092 and related sections of Title 25 of the California Administrative Code. Compliance shall be demonstrated to the satisfaction of the Director of Building and Safety.

31. Submit plans meeting City standard for approval on the proposed trash and recyclable materials enclosure prior to issuance of a building permit.
32. Details of pool fencing (material and color) and equipment area shall be submitted with final landscape plan.
33. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.
34. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.
35. Vehicles associated with the operation of the proposed development including company vehicles or employee's vehicles shall not be permitted to park off the proposed building site unless a parking management plan has been approved.
36. Prior to the issuance of building permits, locations of all telephone and electrical boxes must be indicated on the building plans and must be completely screened and located in the interior of the building. Electrical transformers must be located toward the interior of the project maintaining a sufficient distance from the frontage(s) of the project. Said transformer(s) must be adequately and decoratively screened.
37. Curbs shall be installed at a minimum of five (5) feet from face of walls, fences, buildings, or other structures. Areas that are not part of the maneuvering area shall have curbs placed at a minimum of two (2) feet from the face of walls, fences or buildings adjoining driveways.

POLICE DEPARTMENT

38. Developer shall comply with Section II of Chapter 8.04 of the Palm Springs Municipal Code.

BUILDING DEPARTMENT

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

FIRE DEPARTMENT

Residential Smoke Detector Installation: Provide Residential Smoke Detectors. Detectors shall receive their primary power from the building wiring, and shall be equipped with a battery backup. (310.9.1.3 CBC) In new construction, detectors shall be interconnected so that operation of any smoke detector causes the alarm in all smoke detectors within the dwelling to sound. (2-2.2.1 NFPA 72) Provide a note on the plans showing this requirement.

Premises Identification: Approved numbers or addresses shall be provided for all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. (901.4.4 CFC)

Minimum Access Road Dimensions: Provide a minimum 20 feet unobstructed width. If parking on one side of the access road is desired, provide an additional 8 foot wide parking lane with opposing curb marked red with appropriate signage for a total 28 foot width. If parking on both sides of the access road is desired, provide an 8 foot wide parking lane on each side of the access road for a total 36 foot width. (902.2.2.1 CFC)

Reduced Roadway Width: Areas with reduced roadway width (such as entry and exit gates, entry and exit approach roads, traffic calming areas) that are under 36 feet wide require red painted curb to maintain minimum 20 foot clear width. Red curb shall be stenciled "NO PARKING" and "FIRE LANE" with white paint. (901.4 CFC)

Water Systems and Hydrants: Underground water mains and fire hydrants shall be installed, completed, tested and in service prior to the time when combustible materials are delivered to the construction site. (903 CFC). Prior to final approval of the installation, contractor shall submit a completed Contractor's Material and Test Certificate to the fire department. (9-2.1 NFPA 24)

Operational Fire Hydrants: An operational fire hydrant(s) shall be installed within 250' of all combustible construction. No landscape planting, walls, or fencing are permitted within 3 feet of fire hydrants, except groundcover plantings.

Fire Flow: The required fire flow for this project is 1000 gallons per minute.

ENGINEERING DEPARTMENT
CONDITIONS OF APPROVAL
JULY 6, 2005

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

1. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.
2. Submit street improvement plans prepared by a Registered Civil Engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of any grading or building permits.

RADIO ROAD

3. Dedicate an additional right-of-way of 3 feet along the entire frontage of the subject property.
4. Construct a 6 inch curb and gutter, 25 feet north of centerline along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 200.
5. Construct 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 centerline along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110 and 310. 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.

LAS VEGAS ROAD

6. Construct two 32 feet wide driveway approaches in accordance with City of Palm Springs Standard Drawing No. 205, at the locations as shown on the approved Tentative Tract Map. The easterly entry shall be aligned with El Dorado Boulevard.

7. The entries shall not be gated. Insufficient space is provided for safe turn-around of vehicles unable to enter the project.
8. Construct a Type C curb ramp meeting current California State Accessibility standards on each side of the two driveway approaches in accordance with City of Palm Springs Standard Drawing No. 214.
9. Construct a 5 feet wide sidewalk behind the curb along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 210. The sidewalk may be meandering. If a meandering sidewalk is proposed, easements for pedestrian and sidewalk purposes shall be granted for portions of the meandering sidewalk that leave the public right-of-way.
10. All broken or off grade street improvements shall be repaired or replaced.

ON-SITE PRIVATE STREET

11. Lot "A", as shown on the Tentative Tract Map, shall be revised to delete those portions of the proposed retention basin/drainage areas from the on-site private street lot. Separate Lots (i.e. Lots "B" and "C") shall be created for the retention basin/drainage areas.
12. Dedicate easements extending from back of curb to back of curb to the City of Palm Springs for public utility and sewer purposes, and for service and emergency vehicles and personnel, over the private street.
13. A Homeowners Association shall enter into a reciprocal access agreement with the property owner(s) for those portions of the lots being used for common/open space purposes (i.e. on-site streets and/or parking spaces). Provisions for reciprocal access shall be included in Covenants, Conditions, and Restrictions (CC&R's) for this project, and shall be provided to the City Engineer for review and approval prior to approval of the final map.
14. Easements for on-site streets and parking spaces to be considered as part of the common/open space to be maintained by a Homeowners Association shall be reserved on the final map.
15. The on-site private street shall consist of a minimum 24 feet wide two-way travel way. Provisions for drainage of the on-site private street, including approved wedge curbs and cross-gutters shall be provided to the satisfaction of the City Engineer.
16. Construct a minimum pavement section of 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.

17. Parking shall be prohibited along the private street except for designated parking areas.

SANITARY SEWER

18. All sanitary facilities shall be connected to the public sewer system. New laterals shall not be connected at manholes.
19. The on-site sewer system shall be publicly maintained. Construct an 8 inch V.C.P. public sewer main across the entire private street frontage and as necessary to provide sewer service to the proposed development, and connect to the existing public sewer system in Las Vegas Road. All sewer mains constructed by the applicant and to become part of the public sewer system shall be televised prior to acceptance of the sewer system for maintenance by the City.
20. Submit sewer improvement plans prepared by a Registered Civil Engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of any grading or building permits.

GRADING

21. Submit a Precise Grading Plan prepared by a California registered Civil Engineer or qualified Architect 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 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 Elio Torrealba at AQMD at (909) 396-3752, or at etorrealba@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.

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 Site Plan; a copy of current Title Report; a copy of Soils Report; and a copy of the associated Hydrology Study/Report.

22. Drainage swales shall be provided adjacent to all curbs to keep nuisance water from entering the adjacent streets.
23. A National Pollutant Discharge Elimination System (NPDES) stormwater permit, issued from the California Regional Water Quality Control Board (Phone No. 760-346-7491) is required for the proposed development. A copy of the executed permit shall be provided to the City Engineer prior to approval of a Grading Plan.
24. In accordance with City of Palm Springs Municipal Code, Section 8.50.025 (c), the developer shall post with the City a cash bond of two thousand dollars (\$2,000.00) per disturbed acre for mitigation measures for erosion/blowsand relating to this property and development.
25. A 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 soils report shall be submitted to the Building Department and to the Engineering Division prior to approval of the Grading Plan.
26. 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).

DRAINAGE

27. All stormwater runoff passing through and falling onto the site shall be accepted and conveyed to a new drainage system to be constructed as part of the development. An on-site retention and other storm drainage facilities approved by the City Engineer shall be required, as outlined in the preliminary hydrology study for Tentative Tract Map No. 33161, prepared by MSA Consulting, Inc., revised May 13, 2005.

28. Construct drainage improvements, including but not limited to catch basins, storm drain lines, and outlet structures, for drainage of on-site streets into on-site retention basins, as described in a final hydrology study for Tentative Tract Map 33161, as approved by the City Engineer. The preliminary hydrology study for Tentative Tract Map 33161 shall be amended to include catch basin sizing, storm drain pipe sizing, and retention basin sizing calculations and other specifications for construction of required on-site storm drainage improvements.
29. Provisions for the interception of nuisance water from entering adjacent streets from the project site shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to landscape or parkway areas or to on-site retention basins, and in only a stormwater runoff condition, pass runoff directly to the street through parkway or under sidewalk drains.
30. The project is subject to flood control and drainage implementation fees. The acreage drainage fee at the present time is \$6,511.00 per acre per Resolution No. 15189. Fees shall be paid prior to issuance of a building permit.
31. Separate lots shall be shown on the final map for those areas to be used as retention basin/drainage areas.

GENERAL

32. 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, 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.
33. All proposed utility lines shall be installed underground.
34. All existing utilities shall be shown on the grading/street plans. The existing and proposed service laterals shall be shown from the main line to the property line.
35. 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 certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.

36. In accordance with Chapter 8.04.401 of the City of Palm Springs Municipal Code, all existing and proposed electrical lines of thirty-five thousand volts or less and overhead service drop conductors, and all gas, telephone, television cable service, and similar service wires or lines, which are on-site, abutting, and/or transecting, shall be installed underground unless specific restrictions are shown in General Orders 95 and 128 of the California Public Utilities Commission, and service requirements published by the utilities. The existing overhead utilities across the west property line and running easterly from the west property line approximately 390 feet, meet the requirement to be installed underground. A detailed plan approved by the owner(s) of the affected utilities depicting all above ground facilities in the area of the project to be undergrounded, shall be submitted to the Engineering Division prior to approval of any grading plan.
37. Nothing shall be constructed or planted in the corner cut-off area of any 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.
38. 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 per City of Palm Springs Standard Drawing No. 904.

MAP

39. 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.
40. Easements for flood control and drainage purposes shall be reserved across those portions of the property to be used as retention basins, limiting the use of these portions of the property for flood control and drainage purposes in perpetuity, and restricting any and all encroachments, construction or improvements therein. Provisions for maintenance of the flood control retention basins shall be included in Covenants, Conditions, and Restrictions (CC&R's) for this project, and shall be provided to the City Engineer for review and approval prior to approval of the final map.

TRAFFIC

Pay to the City of Palm Springs the fair share contribution towards the construction of a traffic signal at the intersection of Indian Canyon Drive and Tramview Road. The fair share contribution has been determined as 0.43% by the Traffic Impact Study Update for Tentative Tract Map 33161, prepared by Endo Engineering, dated January 26, 2005. The developer shall post payment of \$650.00 to the City of Palm Springs prior to approval of a final map.

41. Pay to the City of Palm Springs the fair share contribution towards the construction of a traffic signal at the intersection of Indian Canyon Drive and Sunrise Parkway. The fair share contribution has been determined as 0.62% by the Traffic Impact Study for Tentative Tract Map 33161, prepared by Endo Engineering, dated January 26, 2005. The developer shall post payment of \$924.00 to the City of Palm Springs prior to approval of a final map.
42. Install street name signs at the two intersections of the on-site private street and Las Vegas Road in accordance with City of Palm Springs Standard Drawing Nos. 620 through 625.
43. Install a 30 inch stop sign, stop bar, and "STOP" legend for traffic exiting the development at the two intersections of the on-site private street and Las Vegas Road in accordance with City of Palm Springs Standard Drawing Nos. 620-625.
44. Construction signing, lighting and barricading shall be provided for on all projects 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 State of California, Department of Transportation, "Manual of Traffic Controls for Construction and Maintenance Work Zones" dated 1996, or subsequent additions in force at the time of construction.
45. This property is subject to the Transportation Uniform Mitigation Fee which shall be paid prior to issuance of building permit.

EXHIBIT "C"

WORKS OF IMPROVEMENT

The Works of Improvement which are required to be constructed and installed in order to accommodate the development of the Property are identified as follows:

Vista San Jacinto, Precise Grading Plan, Tentative Tract Map No. 33161; prepared by Pardue, Cornwell & Associates, Inc., consisting of three (3) sheets, dated June 28, 2006, approved by the City of Palm Springs July 6, 2006

Vista San Jacinto, Sewer Improvement Plan, Tentative Tract Map No. 33161; prepared by Pardue, Cornwell & Associates, Inc., consisting of three (3) sheets, dated August 23, 2006, approved by the City of Palm Springs September 6, 2006

Vista San Jacinto, Storm Drain Improvement Plan, Tentative Tract Map No. 33161; prepared by Pardue, Cornwell & Associates, Inc., consisting of three (3) sheets (undated and unapproved by the City of Palm Springs at the time of this Agreement)

Vista San Jacinto, Domestic Water Improvement Plan, Tentative Tract Map No. 33161; prepared by Pardue, Cornwell & Associates, Inc., consisting of four (4) sheets (undated and unapproved by the Desert Water Agency at the time of this Agreement)

TRACT NO. 33161

BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN. PARDUE, CORNWELL AND ASSOCIATES, INC. FEBRUARY, 2006

RECORDER'S STATEMENT

FILED THIS 2ND DAY OF MAY 2006 AT 2:28 P.M. IN BOOK 4882 OF MAPS AT PAGES 22-23 AT THE REQUEST OF THE CITY CLERK OF THE CITY OF PALM SPRINGS. NO. 2007-03424 20 FEE \$11.00 LARRY W. WARD COUNTY ASSESSOR - CLERK - RECORDER BY: *Kevin A. Smith* DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE ALL OF THE PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREIN; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO PUBLIC USE, FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, LOT "A", AS SHOWN WITHIN THIS MAP, AS A CONDITION OF DEDICATION OF LOT "A" (RADIO ROAD), THE OWNERS OF LOTS 4 THROUGH 10, INCLUSIVE, AND LOTS 12, 13, 16 AND 17, AS SHOWN WITHIN THIS MAP, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE HEREBY DEDICATE ABUTTERS RIGHTS OF ACCESS ALONG LAS VEGAS ROAD TO THE PUBLIC, THE OWNERS OF LOTS 1, 19 THROUGH 28, INCLUSIVE, "C" AND "D", AS SHOWN WITHIN THIS MAP, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR PUBLIC UTILITY AND SEWER PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES AND PERSONNEL OVER LOT "B", SHOWN AS "PRIVATE STREET(S)", THE EASEMENTS FOR PEDESTRIAN ACCESS PURPOSES AND THE EASEMENTS FOR PUBLIC UTILITY AND SEWER PURPOSES, AS SHOWN WITHIN THIS MAP.

WE HEREBY RETAIN LOT "B", INDICATED AS "PRIVATE STREET(S)" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS MAP.

WE ALSO HEREBY RETAIN FOR OPEN SPACE, DETENTION BASIN, STORM DRAIN AND LANDSCAPE PURPOSES, LOTS "C" AND "D", FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS MAP.

WE ALSO HEREBY RETAIN THE EASEMENTS FOR DRAINAGE AND RECIPROCAL ACCESS PURPOSES AND THE EASEMENT FOR STORM DRAIN PURPOSES, AS SHOWN WITHIN THIS MAP, FOR THE SOLE BENEFIT OF OURSELVES, SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

SHERMAN LAS VEGAS ROAD HOUSING, INC., A CALIFORNIA CORPORATION

BY: *George E. Sherman*
PRINT NAME: George E. Sherman
ITS: President

BY: *George E. Sherman*
PRINT NAME: George E. Sherman
ITS: Secretary

TRUSTEE

FIRST AMERICAN TITLE COMPANY, TRUSTEE UNDER DEED OF TRUST RECORDED MARCH 5, 2006, AS INSTRUMENT NO. 20060158727 OF OFFICIAL RECORDS.

BY: *Hugo Tello*
PRINT NAME: Hugo Tello
ITS: First Vice President

BY: *Melissa M. Williams*
PRINT NAME: Melissa M. Williams
ITS: Asst. Sec.

NOTARY ACKNOWLEDGMENT

STATE OF California) S.S.
COUNTY OF Riverside)
ON February 21, 2006, BEFORE ME, Lisa M. Merk, Notary Public, PERSONALLY APPEARED George E. Sherman PERSONALLY KNOWN TO ME (OR 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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND
Lisa M. Merk
NOTARY PUBLIC IN AND FOR SAID STATE
Lisa M. Merk
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY.
MY COMMISSION EXPIRES 1-31-2010



NOTARY ACKNOWLEDGMENT

STATE OF California) S.S.
COUNTY OF Riverside)
ON May 13, 2006, BEFORE ME, Andrew Margo, Notary Public, PERSONALLY APPEARED Hugo Tello and Melissa M. Williams PERSONALLY KNOWN TO ME (OR 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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND
Andrew Margo
NOTARY PUBLIC IN AND FOR SAID STATE
Andrew Margo
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY.
MY COMMISSION EXPIRES May 13, 2017

SOILS REPORT

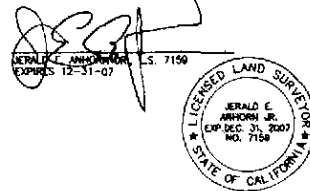
PURSUANT TO SECTION 86490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, FILE NO. 09864-01, 05-01-733, WAS PREPARED BY EARTH SYSTEMS SOUTHWEST, DATED JANUARY 21, 2005, AND IS ON FILE WITH THE CITY OF PALM SPRINGS ENGINEERING DEPARTMENT.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHERMAN LAS VEGAS ROAD HOUSING, INC., IN FEBRUARY, 2006.

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: 10/16, 2006



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 33161, CONSISTING OF 3 SHEETS, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR ANY APPROVED ALIENATIONS THEREOF, THAT ALL PROVISIONS OF THE STATE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

BY: *David J. Barakian*
DAVID J. BARAKIAN, R.C.E. 28931
CITY ENGINEER, EXP. DATE: 3/31/07.



CITY CLERK'S STATEMENT

I, JAMES THOMPSON, CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, STATE OF CALIFORNIA, HEREBY STATE THAT SAID CITY COUNCIL, AT ITS REGULAR MEETING HELD ON THE 21ST DAY OF FEBRUARY, 2006, DULY APPROVED THE WITHIN MAP OF TRACT NO. 33161, AND DO ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION OF LOT "A", OFFERED FOR STREET AND PUBLIC UTILITY PURPOSES, THE ACCESS RIGHTS TO RADIO ROAD AND LAS VEGAS ROAD, AND THE OFFER OF EASEMENTS OVER LOT "B", SHOWN AS "PRIVATE STREET(S)", OFFERED FOR PUBLIC UTILITY AND SEWER PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES AND PERSONNEL, THE EASEMENTS FOR PEDESTRIAN ACCESS PURPOSES AND THE EASEMENTS FOR PUBLIC UTILITY AND SEWER PURPOSES, ALL AS DEDICATED AND SHOWN HEREON.

THE TENTATIVE MAP FOR SAID TRACT MAP WAS APPROVED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 2ND DAY OF NOVEMBER, 2005.

DATED: FEBRUARY 21, 2006

BY: *James Thompson*
CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY COUNCIL OF THE 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, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$21,100.

DATED: May 21, 2006

PAUL MCDONNELL, COUNTY TAX COLLECTOR
BY: *Keister MacAllister* DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$21,100 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: May 21, 2006

NANCY ROMERO
CLERK OF THE BOARD OF SUPERVISORS
BY: _____ DEPUTY

CASH TAX BOND
PAUL MCDONNELL
COUNTY TAX COLLECTOR
BY: *Keister MacAllister* DEPUTY

City 422
21

LINE DATA	CURVE DATA	SPECIAL LINE DATA
L1 N89°28'45"W 17.90'	C1 368.30' 103°53'42" 8.71'	S1 N82°22'48"E P.R.C.
L2 N81°28'45"E 7.21'	C2 179.20' 103°53'42" 42.90'	S2 N07°49'08"W P.R.C.
L3 N32°17'35"W 6.98'	C3 179.20' 103°53'42" 31.11'	S3 N81°45'09"E P.R.C.
L4 N04°50'15"E 6.37'	C4 179.20' 103°53'42" 17.48'	
L5 N34°48'22"E 7.39'	C5 248.90' 109°46'51" 34.98'	
L6 N39°04'54"E 8.36'	C6 255.00' 109°46'51" 31.60'	
L7 S33°29'15"W 7.25'	C7 255.00' 109°46'51" 35.98'	
L8 N39°53'38"E 8.78'	C8 42.00' 121°13'37" 8.04'	
L9 N47°32'38"E 7.43'	C9 152.00' 135°54'54" 26.00'	
L10 N32°54'37"W 6.48'	C10 23.00' 247°17'36" 29.92'	
L11 N47°45'00"E 7.32'	C11 38.00' 247°36'53" 15.70'	
L12 N47°38'55"W 6.87'	C12 38.00' 247°36'53" 31.18'	
L13 N89°28'35"W 26.26'	C13 80.00' 233°55'48" 33.40'	
L14 N11°51'18"W 14.12'	C14 38.00' 247°17'36" 29.92'	
L15 N71°30'01"E 24.29'	C15 80.00' 124°31'07" 17.78'	
L16 N11°51'18"W 18.30'	C16 38.00' 247°17'36" 29.92'	
L17 N67°24'38"E 18.87'	C17 78.00' 44°11'35" 58.87'	
L18 N02°50'40"E 9.80'	C18 90.00' 207°28'42" 29.77'	
L19 N02°25'24"W 9.16'	C19 108.00' 48°48'08" 88.37'	
L20 N72°11'00"E 11.86'	C20 36.00' 89°59'04" 56.34'	
L21 N02°51'15"E 20.46'	C21 62.00' 18°23'49" 77.78'	
L22 N52°04'12"E 20.46'	C22 38.00' 106°24'43" 66.86'	
L23 N07°18'18"E 48.27'		
L24 N02°52'10"W 15.00'		
L25 N89°49'30"E 15.03'		
L26 N89°28'35"W 18.49'		
L27 N02°52'15"E 3.25'		

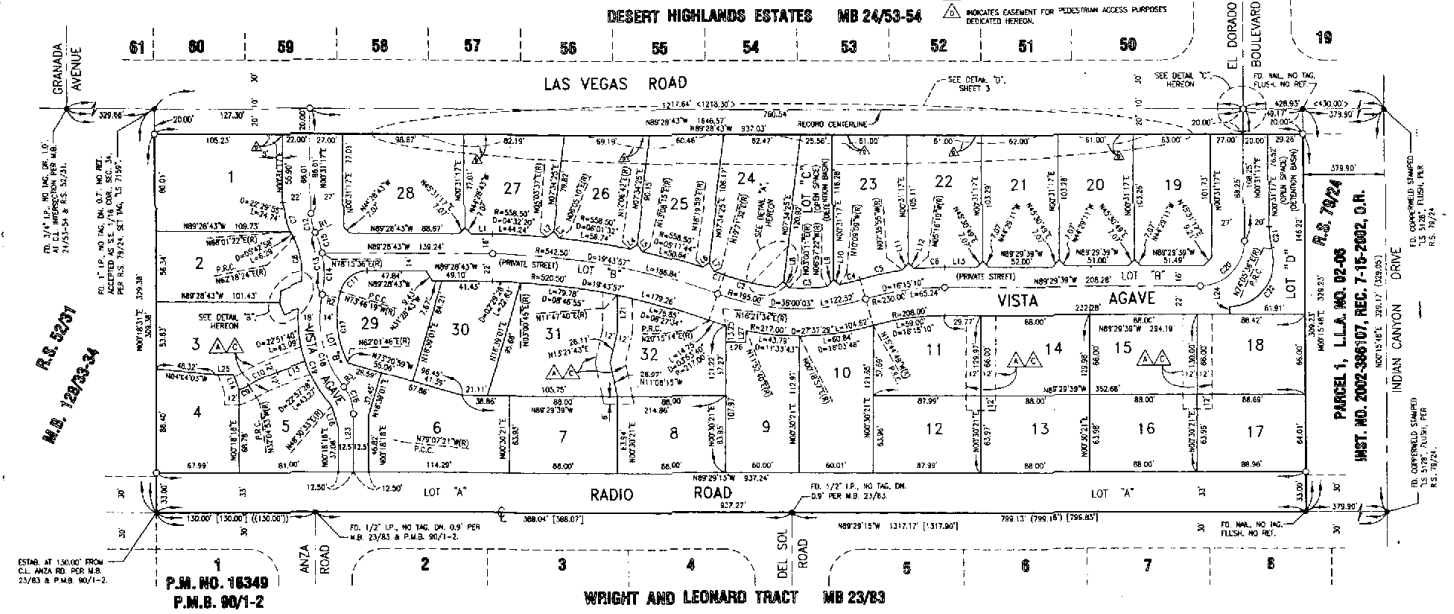
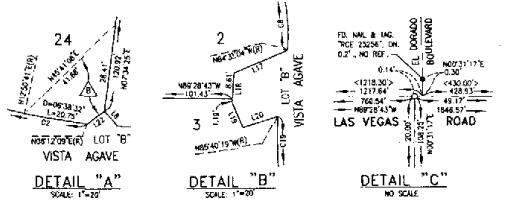
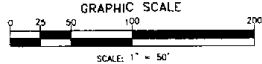
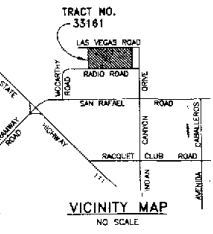
NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
S1	N82°22'48"E	17.90'	S1	N82°22'48"E	17.90'
S2	N07°49'08"W	7.21'	S2	N07°49'08"W	7.21'
S3	N81°45'09"E	6.98'	S3	N81°45'09"E	6.98'
S4	N04°50'15"E	6.37'	S4	N04°50'15"E	6.37'
S5	N34°48'22"E	7.39'	S5	N34°48'22"E	7.39'
S6	N39°04'54"E	8.36'	S6	N39°04'54"E	8.36'
S7	S33°29'15"W	7.25'	S7	S33°29'15"W	7.25'
S8	N39°53'38"E	8.78'	S8	N39°53'38"E	8.78'
S9	N47°32'38"E	7.43'	S9	N47°32'38"E	7.43'
S10	N32°54'37"W	6.48'	S10	N32°54'37"W	6.48'
S11	N47°45'00"E	7.32'	S11	N47°45'00"E	7.32'
S12	N47°38'55"W	6.87'	S12	N47°38'55"W	6.87'
S13	N89°28'35"W	26.26'	S13	N89°28'35"W	26.26'
S14	N11°51'18"W	14.12'	S14	N11°51'18"W	14.12'
S15	N71°30'01"E	24.29'	S15	N71°30'01"E	24.29'
S16	N11°51'18"W	18.30'	S16	N11°51'18"W	18.30'
S17	N67°24'38"E	18.87'	S17	N67°24'38"E	18.87'
S18	N02°50'40"E	9.80'	S18	N02°50'40"E	9.80'
S19	N02°25'24"W	9.16'	S19	N02°25'24"W	9.16'
S20	N72°11'00"E	11.86'	S20	N72°11'00"E	11.86'
S21	N02°51'15"E	20.46'	S21	N02°51'15"E	20.46'
S22	N52°04'12"E	20.46'	S22	N52°04'12"E	20.46'
S23	N07°18'18"E	48.27'	S23	N07°18'18"E	48.27'
S24	N02°52'10"W	15.00'	S24	N02°52'10"W	15.00'
S25	N89°49'30"E	15.03'	S25	N89°49'30"E	15.03'
S26	N89°28'35"W	18.49'	S26	N89°28'35"W	18.49'
S27	N02°52'15"E	3.25'	S27	N02°52'15"E	3.25'

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 33161
 BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN
 PARDEE, CORNWELL AND ASSOCIATES, INC. FEBRUARY, 2006

SURVEYOR'S NOTES:
 THE BASIS OF BEHAVIOR FOR THIS MAP IS THE CENTERLINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) BEING NORTH 01°15'48" EAST PER S.S. 79/24.
 () INDICATES RECORD DATA PER S.S. 79/24, UNLESS OTHERWISE NOTED.
 [] INDICATES RECORD DATA PER M.B. 23/83.
 < > INDICATES RECORD DATA PER M.B. 24/53-54.
 < > INDICATES RECORD DATA PER P.M.B. 90/1-2.
 TOTAL GROSS AREA = 6.83 ACRES
 RESIDENTIAL/NUMBERED LOTS = 32 LOTS
 LETTERED PUBLIC LOTS = 1 LOT
 LETTERED PRIVATE LOTS = 1 LOT
 OPEN SPACE LOTS = 2 LOTS

MONUMENT NOTES:
 INDICATES FOUND MONUMENT, AS NOTED.
 INDICATES SET 1" I.D. x 16" L.P. AND TAG, "S.S. 71587, FLUORIN" SET 1" I.P. AND TAG, "S.S. 71587, FLUORIN" AT ALL REAR LOT CORNERS.
 SEE MAP AND TAG MARKED "S.S. 71587" IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES, IN LIEU OF FRONT LOT CORNERS.

EASEMENT NOTES:
 INDICATES EASEMENT FOR DRAINAGE AND MECHANICAL ACCESS PURPOSES RETAINED HEREON.
 INDICATES EASEMENT FOR STORM DRAIN PURPOSES RETAINED HEREON.
 INDICATES EASEMENT FOR PUBLIC UTILITY AND SEWER PURPOSES DEDICATED HEREON.
 INDICATES EASEMENT FOR PEDESTRIAN ACCESS PURPOSES DEDICATED HEREON.



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City 432
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IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

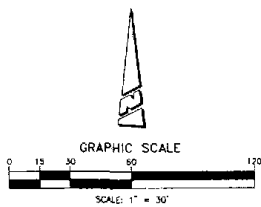
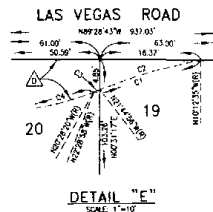
SHEET 3 OF 3 SHEETS

TRACT NO. 33161

BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN.

PARDUE, CORNWELL AND ASSOCIATES, INC. FEBRUARY, 2006

NO.	BEARING	LENGTH	ARC
C1	84.82°	12.1623'	18.10'
C2	84.82°	17.3221'	27.10'
C3	84.82°	27.4450'	41.80'
C4	50.10°	44.5478'	68.34'
C5	49.50°	13.5645'	20.37'
C6	49.50°	60.2918'	92.50'
C7	143.76°	33.1836'	50.51'
C8	143.76°	17.5005'	26.25'
C9	143.76°	12.9820'	19.38'
C10	77.66°	65.5274'	98.10'
C11	148.17°	30.9114'	46.37'
C12	148.17°	15.9604'	23.94'
C13	148.17°	10.1023'	15.31'
C14	148.17°	04.5047'	6.80'
C15	148.00°	03.7545'	5.62'
C16	116.43°	08.3156'	12.52'
C17	102.83°	06.0218'	9.04'
C18	102.83°	21.0318'	31.75'
C19	102.83°	14.9909'	22.60'
C20	180.37°	11.1111'	16.70'
C21	180.37°	11.4633'	17.24'
C22	70.68°	38.3013'	57.46'
C23	70.68°	23.7562'	35.63'
C24	70.68°	18.0123'	27.02'
C25	150.04°	09.0715'	13.60'



- EASEMENT NOTES:**
- ▲ INDICATES EASEMENT FOR DRAINAGE AND RECIPROCAL ACCESS PURPOSES RETAINED HEREON.
 - ▲ INDICATES EASEMENT FOR STORM DRAIN PURPOSES RETAINED HEREON.
 - ▲ INDICATES EASEMENT FOR PUBLIC UTILITY AND SEMER PURPOSES DEDICATED HEREON.
 - ▲ INDICATES EASEMENT FOR PEDESTRIAN ACCESS PURPOSES DEDICATED HEREON.

