



City Council Staff Report

Date: November 5, 2014

CONSENT CALENDAR

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING FINAL TRACT MAP 36548 FOR PROPERTY LOCATED ON THE WEST SIDE OF BELARDO ROAD, IN SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 EAST, ACCEPTING TWO MODIFIED CONDITIONS OF APPROVAL RELATING TO SEWER SERVICE AND PARK DEDICATIONS, AND APPROVING A RELATED SUBDIVISION IMPROVEMENT AGREEMENT AND COVENANT AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE SEWER FACILITIES

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

John L. Sanborn, representing Dakota PS, LLC, a California limited liability company, has prepared a tract map for subdivision of property into thirty nine residential lots on the west side of Belardo Road, in Section 22, Township 4 South, Range 4 East. Approval of the tract map will allow the map to be recorded, creating legal lots for future development. Approval of a final subdivision map is typically a ministerial act and must be approved if the final map is determined to be in compliance with the approved tentative map. There are alternative approaches to two conditions of approval that the developer has requested and have requested the City Council accept in lieu of the conditions as imposed. Staff supports and recommends that the City Council find these two alternatives are acceptable and find that the final map, including the two alternative conditions are in substantial compliance with the tentative map, as required by the Municipal Code and the Subdivision Map Act.

RECOMMENDATION:

1. Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING FINAL TRACT MAP 36548 FOR PROPERTY LOCATED ON THE WEST SIDE OF BELARDO ROAD, IN SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 EAST, ACCEPTING TWO MODIFIED CONDITIONS OF APPROVAL RELATING TO SEWER SERVICE AND PARK DEDICATIONS, AND APPROVING A RELATED SUBDIVISION

IMPROVEMENT AGREEMENT AND COVENANT AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE SEWER FACILITIES;" and

2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

John L. Sanborn, representing Dakota PS, LLC, a California limited liability company, has submitted Tract Map 36548 requesting that the property located on the west side of Belardo Road, in Section 22, Township 4 South, Range 4 East, be subdivided into 39 residential lots.

At its meeting of January 22, 2014, the Planning Commission recommended approval of Tentative Tract Map 36548, which was subsequently approved by the City Council, subject to conditions, on February 19, 2014.

Subsequent to Council approval of the tentative map, the developer has requested the City Council consider alternatives to two conditions of approval. One of the conditions as approved (Condition No. Eng. 19) relates to the construction of a private sewer system within the boundaries of the Dakota and the construction and dedication to the City of public sewer facilities in and along one of two locations identified in Condition Eng. 19 of the Conditions of Approval. The Developer's original request to (1) connect the Dakota sewer system to the existing private sewer manhole in Belardo Road and the existing private sewer system across the Plaza del Sol Shopping Center and (2) dedicate such private sewer systems to the City as a public sewer was not approved.

The Developer has requested that all sewer facilities related to the Dakota, including the private sewer systems within the Dakota and the Plaza del Sol Shopping Center and any sewer facilities between them remain private facilities to be maintained by the Developer and the Developer's successors. The Public Works Director is willing to accept this modification and recommend Council approval so long as Developer makes certain improvements and modifications to the existing private sewer system, agrees to maintain the private sewer system in perpetuity at the Developer's sole cost and expense, and that Developer hold the City harmless and agrees to indemnify the City from any liability or cost associated with the construction and maintenance of the public sewer system, including without limitation any fines or penalties that may be imposed by any federal, state, or government entity for failure to maintain facilities and/or for any spills, incidents, or discharges of any kind. The Covenant Agreement attached to this Staff Report achieves these goals.

The second condition of approval relates to the Developers Park Development Fees (Condition ADM 11). Pursuant to this condition, the Developer was obligated to either dedicate land or pay a fee in lieu of dedication. Developer is proposing to install and construct a small park and rest stop on property the Developer owns south of the project. This park would include a short trail, native desert plants, interpretative plaques, a bike rack, water fountain, shade structure, and seating area. A concept plan is attached to this staff report for the Council's information. Staff is recommending that

this park and its improvements be included as items for construction and dedication pursuant to the Subdivision Agreement. Utility costs will be borne by the Developer and ultimately and the Homeowners' Association.

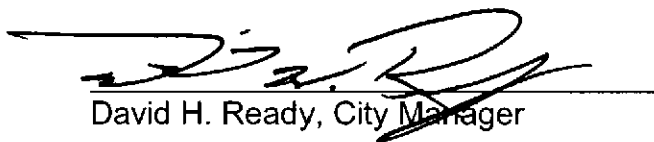
With the modifications to conditions as described in this staff report, staff has concluded that the required conditions have been satisfied or otherwise incorporated in the project or the subdivision improvement agreement, that Tract Map 36548 is in substantial conformance with the approved Tentative Tract Map, and that Tract Map 36548 is ready for City Council approval.

FISCAL IMPACT:

None.



David J. Barakian
Director of Public Works/City Engineer



David H. Ready, City Manager

ATTACHMENTS:

1. Map
2. Resolution
3. Subdivision Agreement
4. Covenant Agreement
5. Park Dakota Concept Plan

ATTACHMENT 1
TRACT MAP 36548

TRACT NO. 36548

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M. SANBORN A/E, Inc. JANUARY 2014

RECORDER'S STATEMENT

FILED THIS DAY OF 2014, AT IN BOOK OF MAPS AT PAGES AT THE REQUEST OF THE CITY CLERK OF THE CITY OF PALM SPRINGS, CALIFORNIA.

LARRY W WARD COUNTY RECORDER-ASSESSOR-CLERK BY: COUNTY RECORDER-ASSESSOR-CLERK

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 WESSMAN HOLDING, A CALIFORNIA LIMITED LIABILITY COMPANY IN JULY 2013.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF 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 LANDS THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF PALM SPRINGS, LOT II FOR OPEN SPACE.

WE HEREBY DEDICATE TO THE CITY OF PALM SPRINGS, EASEMENTS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES AND PERSONNEL, OVER LOTS "A", "B", "C" AND "D" INCLUSIVE AS SHOWN ON THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF PALM SPRINGS, ABUTTERS RIGHTS OF ACCESS TO BELARDO ROAD, EXCLUDING A 74.43 FOOT WIDE, A 28 FOOT WIDE AND TWO 18 FOOT WIDE ACCESS POINTS ON BELARDO ROAD, ALL AS SHOWN ON THE MAP.

WE HEREBY DEDICATE TO THE CITY OF PALM SPRINGS LOT "C" FOR STREET AND PUBLIC UTILITY PURPOSES.

WE HEREBY RETAIN LOTS "A", "B", "C" AND "D" INCLUSIVE INDICATED AS "PRIVATE STREETS" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

WE HEREBY RETAIN LOTS "AA" THROUGH "DD" INCLUSIVE AS COMMON AREA FOR THE PRIVATE USE FOR SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

WE HEREBY RETAIN "DRAINAGE EASEMENTS" FOR PRIVATE USE FOR SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF PALM SPRINGS, THE 5 FOOT PUBLIC UTILITY EASEMENTS (PUE) AS SHOWN WITHIN THIS MAP.

WESSMAN HOLDING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: JOHN WESSMAN, PRESIDENT

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA COUNTY OF RIVERSIDE) SS ON June 9 2014 BEFORE ME, Jeannette L. Sanborn, NOTARY PUBLIC, PERSONALLY APPEARED JOHN WESSMAN WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES IS ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE, SAID WESSMAN, EXECUTED THE SAME IN HIS CAPACITY AS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE SIGNATURE ON THE INSTRUMENT THE PERSON(S) ON THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER THE 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.

Jeannette L. Sanborn SIGNATURE

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 \$ 12,600.00

DATED: July 11, 2014 DON KENT, COUNTY TAX COLLECTOR BY: Valere Drom DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$12,600.00 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 FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: July 11, 2014 KEVA HARPER-BIRM CLERK OF THE BOARD OF SUPERVISORS BY: Valere Drom DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66438 (A), AND (C), OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED.

- 1. EASEMENT IN FAVOR OF CALIFORNIA WATER AND TELEPHONE COMPANY FOR TELEPHONE LINE AND INCIDENTAL PURPOSES, RECORDED AUGUST 11, 1981 AS INSTRUMENT NO. 88929 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. (BLANKET IN NATURE)
2. EASEMENT IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION FOR TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND INCIDENTAL PURPOSES, RECORDED MARCH 18, 1988 AS INSTRUMENT NO. 88849 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. (BLANKET IN NATURE)

SOILS REPORT

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PROJECT NO. 09709-02, WAS PREPARED BY EARTH SYSTEM SOUTHWEST, ON OCTOBER 28, 2011, AND IS ON FILE WITH THE CITY OF PALM SPRINGS, ENGINEERING DEPARTMENT.



John L. Sanborn, Notary Public, State of California, L.S. 4146, Exp. 6/30/16.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT MAP NO. 36548 CONSISTING OF 4 SHEETS; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR ANY APPROVED ALTERATIONS 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 I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: 2014



David J. Bararian, Notary Public, State of California, R.C.E. NO. 28931, REG. EXP. 3/31/15.

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 DAY OF 2014, DULY APPROVED THE CIVIL MAP NO. 36548, AND DID ACCEPT ON BEHALF OF THE PUBLIC LOT "II" FOR OPEN SPACE, DID ACCEPT THE EASEMENT OVER LOTS "A", "B", "C" AND "D" INCLUSIVE, OFFERED FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE PERSONNEL AND EMERGENCY VEHICLES AND PERSONNEL AS DEMICATED AND SHOWN ON THE MAP; DID ACCEPT A 5' PUBLIC UTILITY EASEMENT AS SHOWN ON THE MAP; DID ACCEPT DEDICATION OF ACCESS RIGHTS AND DID ACCEPT LOT "E" FOR STREET AND UTILITY PURPOSES.

THE TENTATIVE MAP FOR SAID TRACT MAP WAS APPROVED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 19TH DAY OF FEBRUARY, 2014.

DATED:

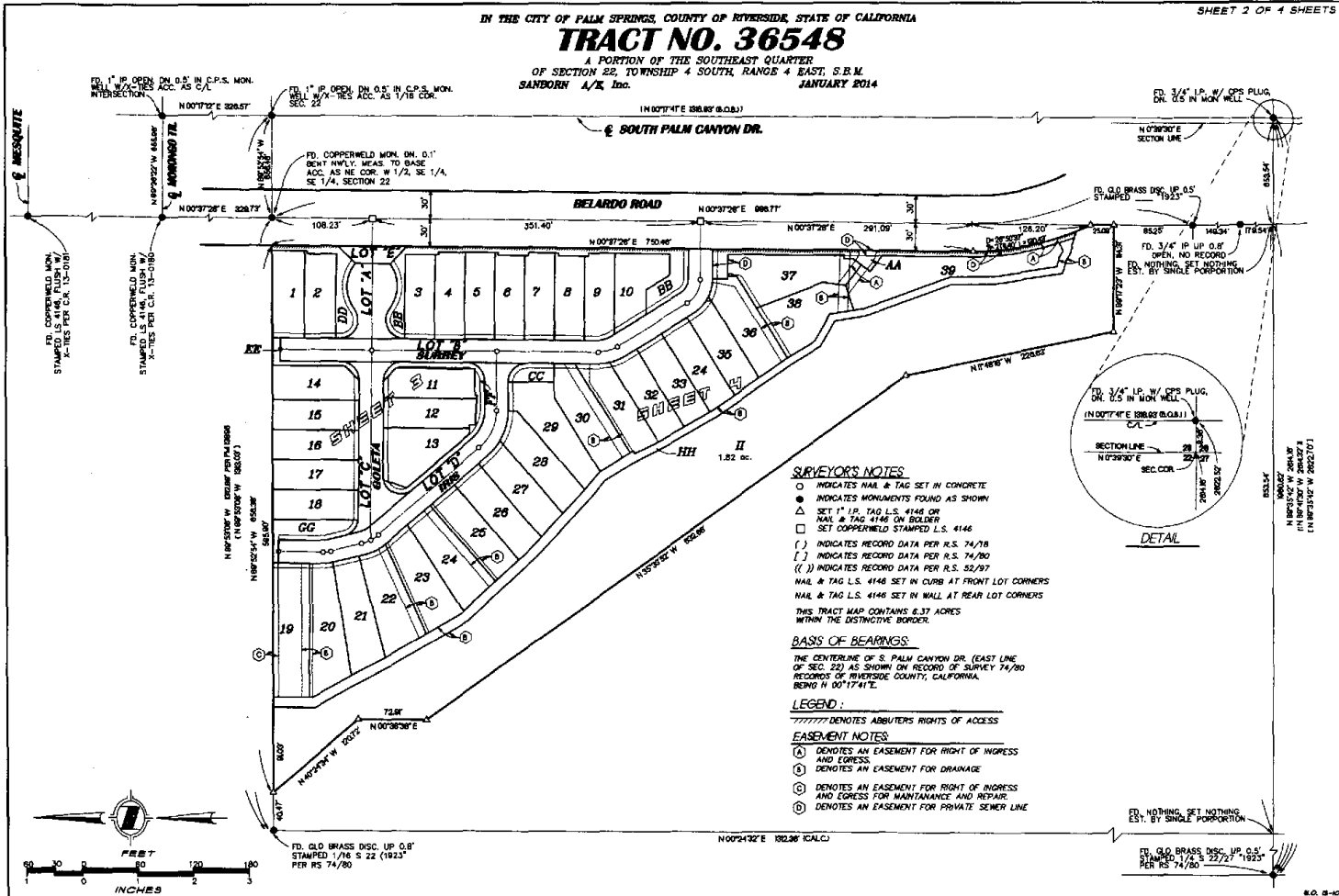
JAMES THOMPSON CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA

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

SHEET 2 OF 4 SHEETS

TRACT NO. 36548

A PORTION OF THE SOUTHEAST QUARTER
OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.E.M.
SANDORN A/X, Inc. JANUARY 2014



SURVEYOR'S NOTES

- INDICATES NAIL & TAG SET IN CONCRETE
- INDICATES MONUMENTS FOUND AS SHOWN
- △ SET 1" IR. TAG L.S. 4146 OR NAIL & TAG 4146 ON BOLDER
- SET COPPERWELD STAMPED L.S. 4146
- () INDICATES RECORD DATA PER R.S. 74/78
- [] INDICATES RECORD DATA PER R.S. 74/80
- ([] INDICATES RECORD DATA PER R.S. 82/87
- NAIL & TAG L.S. 4146 SET IN CURB AT FRONT LOT CORNERS
- NAIL & TAG L.S. 4146 SET IN WALL AT REAR LOT CORNERS

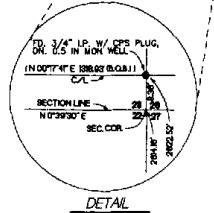
THIS TRACT MAP CONTAINS 6.37 ACRES WITHIN THE DISTINCTIVE BORDER.

BASIS OF BEARINGS:
THE CENTERLINE OF S. PALM CANYON DR. (EAST LINE OF SEC. 22) AS SHOWN ON RECORD OF SURVEY 74/80 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING N 00°17'41"E.

LEGEND:
///// DENOTES ABUTTERS RIGHTS OF ACCESS

EASEMENT NOTES

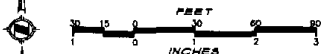
- (A) DENOTES AN EASEMENT FOR RIGHT OF INGRESS AND EGRESS.
- (B) DENOTES AN EASEMENT FOR DRAINAGE
- (C) DENOTES AN EASEMENT FOR RIGHT OF INGRESS AND EGRESS FOR MAINTAINANCE AND REPAIR.
- (D) DENOTES AN EASEMENT FOR PRIVATE SEWER LINE



633.54'
N 89°52'00" W 100.00'
(N 89°52'00" W 200.00')
N 00°33'30" E 22.78'

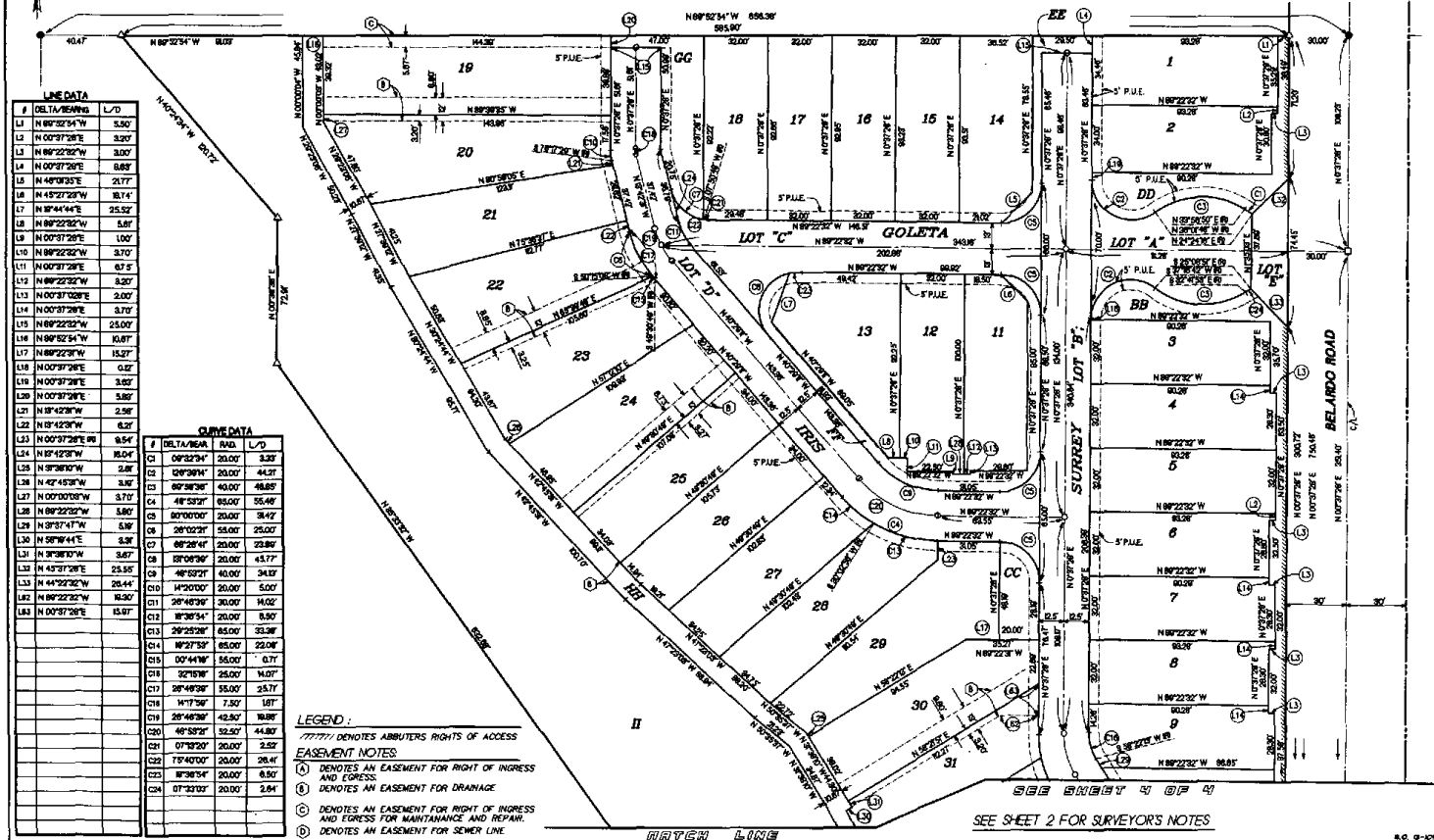
TRACT NO. 36548

A PORTION OF THE SOUTHEAST QUARTER
OF SECTION 22, TOWNSHIP 4 SOUTH RANGE 4 EAST, S.B.M.
SANBORN A/K. Inc. JANUARY 2014



LINE DATA			CURVE DATA		
#	DELTA/BEARING	L/D	#	DELTA/BEARING	RAD L/D
L1	N 89°32'54"W	5.00	01	09°32'54"	20.00 3.32
L2	N 00°37'28"E	3.00	02	09°30'30"	20.00 4.23
L3	N 89°32'52"W	3.00	03	09°28'30"	40.00 46.82
L4	N 00°37'28"E	6.85	04	48°53'21"	85.00 55.48
L5	N 48°32'35"E	21.77	05	80°00'00"	20.00 38.42
L6	N 45°27'28"W	18.74	06	28°02'21"	55.00 25.00
L7	N 89°44'44"E	25.52	07	88°28'41"	20.00 23.80
L8	N 89°32'52"W	5.87	08	33°08'36"	20.00 45.77
L9	N 00°37'28"E	1.00	09	48°52'21"	40.00 24.12
L10	N 89°32'52"W	3.70	10	14°30'00"	20.00 5.00
L11	N 00°37'28"E	6.75	11	38°48'36"	30.00 14.00
L12	N 89°32'52"W	3.20	12	88°38'54"	20.00 6.50
L13	N 00°37'28"E	3.00	13	28°25'26"	40.00 33.98
L14	N 00°37'28"E	3.70	14	89°27'51"	85.00 22.08
L15	N 89°32'52"W	25.00	15	00°44'36"	56.00 0.71
L16	N 89°32'54"W	10.87	16	32°18'36"	25.00 14.07
L17	N 89°32'38"W	15.27	17	28°48'38"	55.00 25.71
L18	N 00°37'28"E	0.22	18	14°17'59"	7.50 1.81
L19	N 00°37'28"E	3.65	19	28°48'38"	42.80 19.88
L20	N 89°32'54"E	5.86	20	48°58'21"	52.50 44.80
L21	N 89°42'38"W	2.58	21	07°18'20"	20.00 2.52
L22	N 89°42'38"W	6.27	22	79°40'00"	20.00 28.41
L23	N 00°37'28"E	9.54	23	89°38'54"	20.00 6.50
L24	N 89°42'38"W	18.04	24	28°25'26"	40.00 33.98
L25	N 89°38'10"W	0.28	25	89°27'51"	85.00 22.08
L26	N 42°45'31"W	3.12	26	00°44'36"	56.00 0.71
L27	N 00°37'28"E	3.70	27	32°18'36"	25.00 14.07
L28	N 89°32'52"W	5.80	28	28°48'38"	55.00 25.71
L29	N 89°37'47"W	5.18	29	14°17'59"	7.50 1.81
L30	N 89°38'41"E	3.28	30	28°48'38"	42.80 19.88
L31	N 89°38'10"W	3.67	31	48°58'21"	52.50 44.80
L32	N 45°37'39"E	25.55	32	07°18'20"	20.00 2.52
L33	N 44°32'32"W	28.44	33	79°40'00"	20.00 28.41
L34	N 89°32'52"W	18.20	34	89°38'54"	20.00 6.50
L35	N 00°37'28"E	15.87	35	28°25'26"	40.00 33.98

LEGEND:
 // // // // DENOTES ABUTTERS RIGHTS OF ACCESS
EASEMENT NOTES:
 (A) DENOTES AN EASEMENT FOR RIGHT OF INGRESS AND EGRESS.
 (B) DENOTES AN EASEMENT FOR DRAINAGE.
 (C) DENOTES AN EASEMENT FOR RIGHT OF INGRESS AND EGRESS FOR MAINTENANCE AND REPAIR.
 (D) DENOTES AN EASEMENT FOR SEWER LINE.



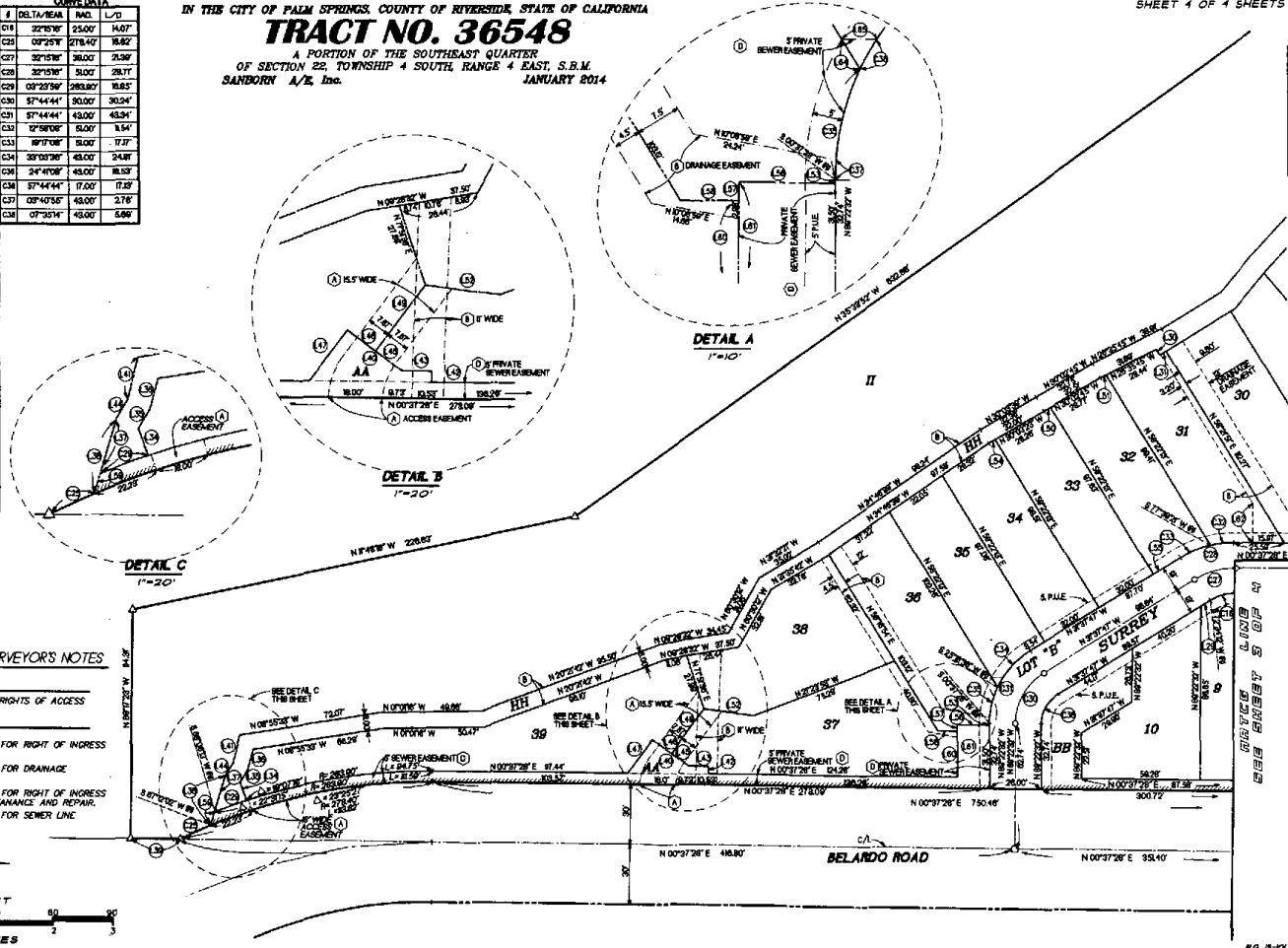
SEE SHEET 2 FOR SURVEYOR'S NOTES

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

TRACT NO. 36548

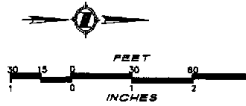
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SANDORF A/E, Inc. JANUARY 2014

LINE DATA		CURVE DATA				
I	DELTA/BEARING	L/D	PIVC	PCD	L/D	
L30	N 89°04'41"E	3.08'	C11	32°53'38"	25.00'	14.07'
L31	N 32°28'07"W	3.07'	C12	03°22'27"	278.40'	16.82'
L32	N 77°32'01"E	8.52'	C13	32°15'38"	36.00'	21.94'
L33	N 59°04'48"W	7.88'	C14	32°15'38"	51.00'	28.11'
L34	N 75°18'36"W	10.45'	C15	02°23'38"	263.80'	16.63'
L35	N 75°28'08"W	18.79'	C16	87°44'44"	90.00'	30.34'
L36	N 75°28'08"W	25.74'	C17	87°44'44"	43.00'	43.34'
L37	N 00°27'28"E	25.00'	C18	02°58'08"	50.00'	1.54'
L38	N 80°39'22"E	22.43'	C19	89°17'08"	50.00'	17.17'
L39	N 75°18'36"W	14.52'	C20	33°03'38"	43.00'	24.81'
L40	N 89°22'32"W	3.08'	C21	24°41'08"	43.00'	16.53'
L41	N 00°27'28"E	8.89'	C22	87°44'44"	17.00'	11.53'
L42	N 59°04'48"W	7.57'	C23	02°14'56"	43.00'	2.78'
L43	N 30°39'22"E	10.17'	C24	07°26'14"	43.00'	5.89'
L44	N 30°39'22"E	1.67'				
L45	N 55°02'48"W	21.02'				
L46	N 87°27'47"W	5.81'				
L47	N 59°08'28"W	27.85'				
L48	N 32°02'44"W	3.74'				
L49	N 20°58'45"W	3.23'				
L50	N 07°42'52"E	25.20'				
L51	N 89°22'32"W	1.24'				
L52	N 30°39'22"W	3.72'				
L53	N 30°39'22"W	10.96'				
L54	N 00°27'28"E	18.00'				
L55	N 89°22'32"E	3.00'				
L56	N 00°27'28"E	9.81'				
L57	N 75°28'08"W	7.00'				
L58	N 89°22'32"W	23.00'				
L59	N 89°22'32"W	20.00'				
L60	N 89°22'32"W	10.30'				
L61	N 59°22'10"E	5.84'				
L62	NORTH	5.88'				



SEE SHEET 2 FOR SURVEYOR'S NOTES

- LEGEND:**
 ----- DENOTES ABUTTER RIGHTS OF ACCESS
EASEMENT NOTES:
 (A) DENOTES AN EASEMENT FOR RIGHT OF INGRESS AND EGRESS.
 (B) DENOTES AN EASEMENT FOR DRAINAGE.
 (C) DENOTES AN EASEMENT FOR RIGHT OF INGRESS AND EGRESS FOR MAINTENANCE AND REPAIR.
 (D) DENOTES AN EASEMENT FOR SEWER LINE.



ATTACHMENT 2

RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING FINAL TRACT MAP 36548 FOR PROPERTY LOCATED ON THE WEST SIDE OF BELARDO ROAD, IN SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 EAST, ACCEPTING TWO MODIFIED CONDITIONS OF APPROVAL RELATING TO SEWER SERVICE AND PARK DEDICATIONS, AND APPROVING A RELATED SUBDIVISION IMPROVEMENT AGREEMENT AND COVENANT AGREEMENT FOR USE AND MAINTENANCE OF PRIVATE SEWER FACILITIES

WHEREAS, the Planning Commission, at its meeting of January 22, 2014, recommended approval of the Tentative Tract Map 36548, prepared by John L. Sanborn of Sanborn A/E Inc., representing Dakota PS, LLC, a California limited liability company, for the above described property; and

WHEREAS, the City Council at its meeting of February 19, 2014, approved the Tentative Tract Map 36548 subject to conditions; and

WHEREAS, the owner offers to dedicate to the City of Palm Springs Lot II for open space; and

WHEREAS, the owner offers to dedicate to the City of Palm Springs easements for public utility purposes together with the right of ingress and egress for service and emergency vehicles and personnel, over Lots "A", "B", "C" and "D" inclusive as shown on the Final Map 36458; and

WHEREAS, the owner offers to dedicate to the City of Palm Springs abutters rights of access to Belardo Road, excluding 74.45 foot wide, a 26 foot wide and two 18 foot wide access points on Belardo Road, all as shown on the Final Map 36458; and

WHEREAS, the owner offers to dedicate to the City of Palm Springs Lot "E" for street and public utility purposes; and

WHEREAS, the owner offers to dedicate to the City of Palm Springs, the 5 foot public utility easements (PUE) as shown within the Final Map 36458; and

WHEREAS, the owner has proposed a modification to Condition No. Eng. 19 to allow the construction, rehabilitation, and maintenance of a private sewer line in lieu of a public sewer line pursuant to the terms of a Covenant Agreement for Use and Maintenance of Private Sewer Facilities; and

WHEREAS, the owner has proposed a modification to Condition No. Adm 11 to provide for the construction and installation of a small park facility adjacent to the Project to the south and installation of this park will be governed by the subdivision improvement agreement.

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

1. Final Map 36548 is in substantial conformance with approved Tentative Tract Map 36548; and
2. Final Map 36548 is in conformance with the General Plan; and
3. That requisite conditions associated with Tentative Tract Map 36548 have been satisfied; and
4. Final Map 36548 conforms to all requirements of the Subdivision Map Act of the State of California; and
5. The City Manager is hereby authorized to enter into a Subdivision Improvement Agreement and Covenant Agreement with the owner and to accept subdivision improvement security in conformance with the requirements therein for construction of required public improvements; and
6. That all offers of dedication to the Public on Final Map 36548 shall be accepted by the City Clerk of the City of Palm Springs; and
7. The City Clerk shall cause to have recorded the Subdivision Improvement Agreement and Covenant Agreement with the Riverside County Recorder; and
8. Final Map 36548 is hereby approved for purposes therein defined.

ADOPTED THIS 5th day November, 2014.

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

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

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. ____ is a full, true and correct copy, and was duly adopted at a regular

Resolution No.
Page 3

meeting of the City Council of the City of Palm Springs on November 5, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

ATTACHMENT 3
SUBDIVISION AGREEMENT

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF PALM SPRINGS

and

**DAKOTA PS, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY**

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2014, by and between the CITY OF PALM SPRINGS, a California charter city ("CITY"), and Dakota PS, LLC, a California Limited Liability Company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map for Tract Map No. 36548 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 Lot II for open space, Easements for Public Utilities together with the right of ingress and egress for emergency vehicles and personnel over lots "A", "B", "C, and "D", Abutters rights of access to Belardo Road excluding a 74.45 foot wide, a 26 foot wide and two 18 foot wide access points on Belardo Road, Lot "E" for street and public utility purposes and 5 foot wide public utility easements indicated as P.U.E. and shown on Map.

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

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement 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"). The estimated construction cost for the Works of Improvement is \$ 1, 802, 438.00.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Time for Performance.

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

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

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

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

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

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

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

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

3. Labor.

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

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

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

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

4. Security.

4.1 Required Security.

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

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

\$1,802,438.00 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 \$901,219.00 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 \$5000.00 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 \$351,886.00 equal to 15% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

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

(d) General Requirements for all Security Instruments.

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

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

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

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

4.4 Letters of Credit.

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

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

4.5 Release of Security Instruments.

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

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

(ii) the Works of Improvement have been accepted;

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

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

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

5. Cost of Construction and Provision of Inspection Service.

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

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

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

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

8. Default.

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

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

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

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

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

10. General Provisions.

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

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

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

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

***** (Signatures on

Next Page)

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

ATTEST:
CALIFORNIA

CITY OF PALM SPRINGS,

By _____
James Thompson, City Clerk

David H. Ready, City Manager

STANDARD FORM CITY ATTORNEY APPROVED AGREEMENT
RECOMMENDED BY:

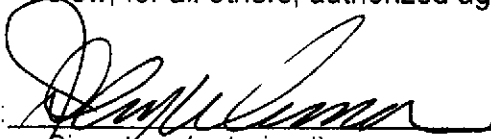
David Barakian, City Engineer

SUBDIVIDER:

DakotaPS, LLC, a California Limited Liability Company

Check one: Individual Partnership Corporation* Company

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

By: 
Signature (notarized)

By: _____
Signature (notarized)

Name: JOHN WESSMAN

Name: _____

Title: MANAGER

Title: _____

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

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

Mailing Address:

() -
() - (fax)

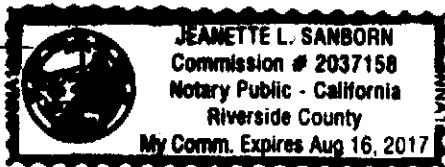
ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
 County of RIVERSIDE
 On OCTOBER 20, 2014 before me, JEANETTE L. SANBORN,
 Date NOTARY PUBLIC Name, Title of Officer
 personally appeared JOHN WESSMAN
 NAME(S) OF SIGNER(S)

personally known to me - OR -
 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.

Jeanette L. Sanborn
 Signature of Notary



CAPACITY CLAIMED BY SIGNER

INDIVIDUAL(S)
 CORPORATE OFFICER(S) _____ TITLE(S) _____
 PARTNER(S)
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 SUBSCRIBING WITNESS
 GUARDIAN/CONSERVATOR
 OTHER
MANAGER

SIGNER IS REPRESENTING:

DAKOTA PS, LLC

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 SUBDIVISION IMPROVEMENT AGREEMENT
 Number of Pages 18 DATE OF DOCUMENT _____
 Signer(s) Other Than Named Above _____

EXHIBIT "A"

TRACT MAP 36548 LEGAL DESCRIPTION

Tract Map No. 36548, as recorded in Map Book _____, Pages _____ through _____ inclusive, records of Riverside County, California.

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 22 TOWNSHIP 4 SOUTH RANGE 4 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID WEST HALF, DISTANT OF NORTH $00^{\circ}37'51''$ EAST, 414.21 FEET FROM THE SOUTHEAST CORNER OF SAID WEST HALF;

THENCE LEAVING SAID EASTERLY LINE, NORTH $89^{\circ}22'09''$ WEST, 114.26 FEET;

THENCE NORTH $11^{\circ}48'78''$ WEST, 226.63 FEET;

THENCE NORTH $35^{\circ}33'52''$ WEST, 632.68 FEET;

THENCE NORTH $0^{\circ}38'J8''$ EAST, 72.91 FEET;

THENCE NORTH $40^{\circ}24'J4''$ WEST, 120.72 FEET TO A POINT ON THE NORTHERLY LINE OF SAID WEST HALF, DISTANT SOUTH $89^{\circ}52'56''$ EAST 40.47 FEET FROM THE NORTHWEST CORNER OF SAID WEST HALF;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID WEST HALF OF THE FOLLOWING COURSES: SOUTH $89^{\circ}52'56''$ EAST, 615.97 FEET AND SOUTH $0^{\circ}37'51''$ WEST, 901.37 FEET TO THE POINT OF BEGINNING.

ALSO SHOWN AS PARCEL A OF LOT LINE ADJUSTMENT NO. 06-01 RECORDED APRIL 24, 2006 AS INSTRUMENT NO. 2006-0293346 OF OFFICIAL RECORDS

EXHIBIT "B"

TENTATIVE TRACT MAP 36548 CONDITIONS OF APPROVAL

EXHIBIT A

Case No. 5.1310 PDD 365 and TTM 36548
"Dakota"

Planned Development District and Tentative Tract Map
6.37-acres on west side of Belardo Road, approx. 500ft south of Morongo Road
(1501 South Belardo Road)

February 19, 2014

CONDITIONS OF APPROVAL

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

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

ADMINISTRATIVE CONDITIONS

- ADM 1. Project Description. This approval is for the project described per Case 5.1310 PDD 365 TTM 36548; except as modified with the approved Mitigation Monitoring Program and the conditions below.
- ADM 2. Reference Documents. The site shall be developed and maintained in accordance with the approved plans, date stamped (October 24, 2013), including site plans, architectural elevations, exterior materials and colors, landscaping, and grading on file in the Planning Division except as modified by the approved Mitigation Measures and conditions below.
- ADM 3. Conform to all Codes and Regulations. The project shall conform to the conditions contained herein, all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, and any other City County, State and Federal Codes, ordinances, resolutions and laws that may apply.
- ADM 4. Minor Deviations. The Director of Planning or designee may approve minor deviations to the project description and approved plans in accordance with the provisions of the Palm Springs Zoning Code.
- ADM 5. Tentative Map. This approval is for Tentative Tract Map 36548, date stamped December 17, 2013. This approval is subject to all applicable regulations of the Subdivision Map Act, the Palm Springs Municipal Code, and any other applicable City Codes, ordinances and resolutions.

- ADM 6. Indemnification. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.1310 PDD 365 & TTM 36548. The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
- ADM 7. Maintenance and Repair. The property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation all structures, sidewalks, bikeways, parking areas, landscape, irrigation, lighting, signs, walls, and fences between the curb and property line, including sidewalk or bikeway easement areas that extend onto private property, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.
- ADM 8. Time Limit on Approval. Approval of the Planned Development District (PDD) and Tentative Tract Map (TTM) shall be valid for a period of two (2) years from the effective date of the approval. Extensions of time may be granted by the Planning Commission upon demonstration of good cause.
- Extensions of time may be approved pursuant to Code Section 9.63.110. Such extension shall be required in writing and received prior to the expiration of the original approval.
- ADM 9. Right to Appeal. Decisions of an administrative officer or agency of the City of Palm Springs may be appealed in accordance with Municipal Code Chapter 2.05.00. Permits will not be issued until the appeal period has concluded.
- ADM 10. Public Art Fees. This project shall be subject to Chapters 2.24 and 3.37 of the Municipal Code regarding public art. The project shall either provide public art or payment of an in lieu fee. In the case of the in-lieu fee, the fee

shall be based upon the total building permit valuation as calculated pursuant to the valuation table in the Uniform Building Code, the fee being 1/2% for commercial projects or 1/4% for residential projects with first \$100,000 of total building permit valuation for individual single-family units exempt. Should the public art be located on the project site, said location shall be reviewed and approved by the Director of Planning and Zoning and the Public Arts Commission, and the property owner shall enter into a recorded agreement to maintain the art work and protect the public rights of access and viewing.

- ADM 11. Park Development Fees. The developer shall dedicate land or pay a fee in lieu of a dedication, at the option of the City. The in-lieu fee shall be computed pursuant to Ordinance No. 1632, Section IV, by multiplying the area of park to be dedicated by the fair market value of the land being developed plus the cost to acquire and improve the property plus the fair share contribution, less any credit given by the City, as may be reasonably determined by the City based upon the formula contained in Ordinance No. 1632. In accordance with the Ordinance, the following areas or features shall not be eligible for private park credit: golf courses, yards, court areas, setbacks, development edges, slopes in hillside areas (unless the area includes a public trail) landscaped development entries, meandering streams, land held as open space for wildlife habitat, flood retention facilities and circulation improvements such as bicycle, hiking and equestrian trails (unless such systems are directly linked to the City's community-wide system and shown on the City's master plan).
- ADM 12. Community Services District. 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.
- ADM 13. Tribal Fees Required. As the property is Indian reservation land, fees as required by the Agua Caliente Band of Cahuilla Indians Tribal Council, including any applicable habitat conservation plan fees shall be paid prior to issuance of any grading permit for the site.
- ADM 14. Comply with City Noise Ordinance. This use shall comply with the provisions of Section 11.74 Noise Ordinance of the Palm Springs Municipal Code.

- ADM 15. CC&R's The applicant prior to issuance of building permits shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. These CC&R's may be enforceable by the City, shall not be amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances
- ADM 16. CC&R's. Prior to recordation of a final Tentative Tract Map or issuance of building permits, the applicant shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. The draft CC&R package shall include:
- a. The document to convey title
 - b. Deed restrictions, easements, of Covenant Conditions and Restrictions to be recorded.
 - c. Provisions for joint access to the proposed parcels, and any open space restrictions.
 - d. A provision, which provides that the CC&R's may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.

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

- ADM 17. CC&R's Deposits & Fees. The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$3,500, for the review of the CC&R's by the City Attorney. A \$675 filing fee shall also be paid to the City Planning Department for administrative review purposes.

ENVIRONMENTAL ASSESSMENT CONDITIONS

- ENV 1. California Fish & Game Fees Required. The project is required to pay a fish and game impact fee as defined in Section 711.4 of the California Fish and Game Code. This CFG impact fee plus an administrative fee for filing the action with the County Recorder shall be submitted by the applicant to the City in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to the final City action on the project (either Planning Commission or City Council determination). This fee shall be submitted by the City to the County Clerk with the Notice of Determination. Action on this application shall not be final until such fee is paid. The project may be eligible for exemption or refund of this fee by the California

Department of Fish & Game. Applicants may apply for a refund by the CFG at www.dfg.ca.gov for more information.

- ENV 2. Mitigation Monitoring. The mitigation measures of the environmental assessment shall apply. The applicant shall submit a signed agreement that the mitigation measures outlined as part of the negative declaration will be included in the project. Mitigation measures are included in the Initial Study, and hereby incorporated into these conditions by reference. The mitigation monitoring shall be pursuant to the December 2013 Initial Study / Mitigated Negative Declaration prepared under contract for the City by Terra Nova Planning and Research, Inc.
- ENV 3. Cultural Resource Survey Required. Prior to any ground disturbing activity, including clearing and grubbing, installation of utilities, and/or any construction related excavation, an Archaeologist qualified according to the Secretary of the Interior's Standards and Guidelines, shall be employed to survey the area for the presence of cultural resources identifiable on the ground surface.
- ENV 4. Reimburse City for Monitoring Expenses. The developer shall reimburse the City for the City's costs incurred in monitoring the developer's compliance with the conditions of approval and mitigation monitoring program, including, but not limited to inspections and review of developer's operations and activities for compliance with all applicable mitigation measures. This condition of approval is supplemental and in addition to normal building permit and public improvement permits that may be required pursuant to the Palm Springs Municipal Code.

PLANNING DEPARTMENT CONDITIONS

- PLN 1. Outdoor Lighting Conformance. Exterior lighting plans, including a photometric site plan showing the project's conformance with Section 93.21.00 Outdoor Lighting Standards of the Palm Springs Zoning ordinance, shall be submitted for approval by the Department of Planning prior to issuance of a building permit. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be included. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of hillsides is permitted.
- PLN 2. Water Efficient Landscaping Conformance. The project is subject to the Water Efficient Landscape Ordinance (Chapter 8.60.00) of the Palm Springs Municipal Code and all other water efficient landscape ordinances. The applicant shall submit a landscape and irrigation plan to the Director of Planning for review and approval prior to the issuance of a building permit. Landscape plans shall be wet stamped and approved by the Riverside County Agricultural Commissioner's Office prior to submittal. Prior to

submittal to the City, landscape / irrigation plans shall also be certified by the local water agency that they are in conformance with the water agency's and the State's Water Efficient Landscape Ordinances.

- PLN 3. Conditions Imposed from AAC Review. The applicant shall incorporate the following comments from the review of the project by the City's Architectural Advisory Committee:
- a. Acacia trees shall be planted near the interior street and Lots 3 – 9 and 32 – 35 where not impeded by underground utilities.
- PLN 4. Sign Applications Required. No signs are approved by this action. Separate approval and permits shall be required for all signs in accordance with Zoning Ordinance Section 93.20.00.
- PLN 5. Flat Roof Requirements. Roof materials on flat roofs (less than 2:12) must conform to California Title 24 thermal standards for "Cool Roofs". Such roofs must have a minimum initial thermal emittance of 0.75 or a minimum SRI of 64 and a three-year aged solar reflectance of 0.55 or greater. Only matte (non-specular) roofing is allowed in colors such as beige or tan.
- PLN 6. Maintenance of Awnings & Projections. All awnings shall be maintained and periodically cleaned.
- PLN 7. Screen Roof-mounted Equipment. All roof mounted mechanical equipment shall be screened per the requirements of Section 93.03.00 of the Zoning Ordinance.
- PLN 8. Exterior Alarms & Audio Systems. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.
- PLN 9. Outside Storage Prohibited. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.
- PLN 10. Bicycle Parking. The project shall be required to provide secure bicycle parking facilities on site for use by residents and guests. Location and design shall be approved by the Director of Planning.
- PLN 11. Update of City's Zoning Map. Upon approval of the proposed Change of Zone, Tract Map and/or Planned Development District, the applicant shall be responsible for costs associated with update of the City's GIS based zoning maps.
- PLN 12. Development Standards. Individual lots shall be developed as shown on the approved site plan, and meet the following criteria:
- a. Building Height: 24 feet above finished floor (except permitted projections specified in Section 93.03.00 of the zoning code)

- b. Front Yard: 5 feet
- c. Side Yards: 3 feet
- d. Street Side Yards: 5 feet
- e. Rear Yard: 10 feet
- f. Pool/spa setbacks: 3 feet
- g. Distance Between Buildings: 6 feet

- PLN 13. Hillside Open Space. The hillside area shown as Lot II on TTM 36548 shall be dedicated as open space.
- PLN 14. Trailhead. An improved trailhead providing public access shall be provided by dedication to the City.
- PLN 15. Solar Control on Lots 1-10. Plans for street elevation on Lots 1-10 shall be submitted showing additional sun control measures for review and approval of the Planning Department.
- PLN 16. Mailbox Design. Mailboxes to be integrated into project design, subject to approval of the Planning Department.
- PLN 17. Fence at Rear of Project Site. The entire "purple" retaining wall and fence above (Design Arch, Sheet L3.1, 10/3/2013) shall be changed to colors compatible with the natural environment (not charcoal), subject to approval of the Planning Department.

POLICE DEPARTMENT CONDITIONS

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

BUILDING DEPARTMENT CONDITIONS

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

ENGINEERING DEPARTMENT CONDITIONS

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

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

STREETS

- ENG 1. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.

- ENG 2. Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division. The plans shall be approved by the City Engineer prior to issuance of any building permits.
- ENG 3. The applicant shall be required to construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed, unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer.

BELARDO ROAD

- ENG 4. Dedicate a property line - corner cut back at each side of the Street "A" intersection with Belardo Road in accordance with City of Palm Springs Standard Drawing No. 105.
- ENG 5. Dedicate abutters rights of access to Belardo Road along the entire frontage of the project, excluding the four approved access points; vehicular access to Belardo Road shall be prohibited except through the four approved access points.
- ENG 6. Remove existing street improvements as necessary to construct a Main Entry and new street intersection (Street "A") located approximately 110 feet south of the north site property line. The Main Entry shall be constructed with 25 feet radius curb returns and Type A curb ramps meeting current California State Accessibility standards at the northwest and southwest corners of the intersection of Belardo Road and Street "A" in accordance with City of Palm Springs Standard Drawing No. 200 & 206, and 212, respectively.
- ENG 7. Remove existing street improvements as necessary to construct three driveway approaches in accordance with City of Palm Springs Standard Drawing No. 201. Construct a driveway approach (26 feet wide) at the southeast end of Street "B"; construct a driveway approach (18 feet wide) approximately 180 feet south of the centerline of the Street "B" driveway approach for the benefit of access to residential Lots 37, 38, and 39; construct a driveway approach (16 feet wide) approximately 375 feet south of the centerline of the Street "B" driveway approach for the benefit of access to the residential Lot 39 casita.

- ENG 8. All broken or off grade street improvements along the project frontage shall be repaired or replaced.

ON-SITE PRIVATE STREETS

- ENG 9. Dedicate an easement for public utility purposes, including sewers, with the right of ingress and egress for service and emergency vehicles and personnel over the proposed private streets.
- ENG 10. Street "A" shall be two-way with a minimum travelway width of 30 feet, and shall be constructed with standard 6 inch curb and gutter, a wedge curb, a mow strip at roadway grade, or other approved curbs along both sides of the street, and a centerline gutter, as necessary to accept and convey street surface drainage of Street "A" to the drainage system, in accordance with applicable City standards. Construct a Type B2 gutter, modified to 3 feet wide, along the centerline of Street "A" in accordance with City of Palm Springs Standard Drawing No. 200.
- ENG 11. Streets "B" through "D" shall be two-way with a minimum travelway width of 25 feet, and shall be constructed with standard 6 inch curb and gutter, a wedge curb, a mow strip at roadway grade, or other approved curbs on both sides of the streets, and a centerline gutter, as necessary to accept and convey street surface drainage of the on-site streets to the drainage system, in accordance with applicable City standards. Construct a Type B2 gutter, modified to 3 feet wide, along the centerlines of the on-site private Streets "B" through "D" in accordance with City of Palm Springs Standard Drawing No. 200.
- ENG 12. The minimum pavement section for all on-site pavement shall be 2-1/2 inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, between the edges of the proposed gutters (or mow strips) of the on-site private streets. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.
- ENG 13. Parking shall be restricted along both sides of the on-site private streets, as necessary to maintain a minimum 24 feet wide clear two-way travel way. Alternatively, the guest parking areas scattered throughout the development, shall be used in lieu of on-street parallel parking. Regulatory Type R26 "No Parking" signs or red curb shall be installed along the private streets as necessary to enforce parking restrictions. The Home Owners Association (HOA) shall be responsible for regulating and maintaining required no parking restrictions, which shall be included in Covenants, Conditions, and Restrictions (CC&Rs) required for the development.

- ENG 14. The gated Main Entry on Belardo Road is subject to review and approval by the City Engineer and Fire Marshall. The applicant shall provide an exhibit showing truck turning movements around the Main Entry, demonstrating the ability of standard size vehicles to maneuver through the entry (without reversing) if unable to enter the project. A minimum of 50 feet shall be provided between the back of sidewalk on Belardo Road and the gated entry directory/control panel, with an approved maneuvering area provided between the directory/control panel and the entry gates. The ingress and egress lanes shall be a minimum of 20 feet wide, unless otherwise approved by the Fire Marshall. A Knox key operated switch shall be installed at every automatic gate. Secured automated vehicle gates or entries shall utilize a combination of a Tomar Strobeswitch™, or approved equal, and an approved Knox key electric switch when required by the fire code official. Secured non-automated vehicle gates or entries shall utilize an approved padlock or chain (maximum link or lock shackle size of ¼ inch) when required by the fire code official. In the event of a power failure, the gates shall be defaulted or automatically transferred to a fail safe mode allowing the gate to be pushed open without the use of special knowledge or any equipment. If a two-gate system is used, the override switch must open both gates.
- ENG 15. The gated entry at Street "B" shall be for egress only. A Knox key operated switch shall be installed at every automatic gate.
- ENG 16. The gated entry for Lots 37, 38, and 39 shall be for ingress to and egress from these lots only. A Knox key operated switch shall be installed at every automatic gate

SANITARY SEWER

- ENG 17. All sanitary facilities shall be connected to the public sewer system. New laterals shall not be connected at manholes.
- ENG 18. Submit sewer improvement plans prepared by a California registered civil engineer to the Engineering Division. The plans shall be approved by the City Engineer prior to issuance of any building permits.
- ENG 19. The proposed connection of the sewer system to the existing private sewer manhole in Belardo Road, and the existing private sewer system across the Plaza Del Sol Shopping Center is not approved. The existing on-site private sewer system in the Plaza Del Sol Shopping Center is not an approved public sewer system. As necessary to provide public sewer service to Tentative Tract Map 36548, the applicant shall construct one of the following alternatives or another alternative as approved by the City Engineer:

Alternative A: The applicant may extend an 8 inch V.C.P. sewer main in Morongo Road from the existing terminal sewer manhole located approximately 100 feet east of S. Palm Canyon Drive extending westerly to

Belardo Road; and in Belardo Road from Morongo Road extending southerly to the proposed public sewer manhole located adjacent to Street "A" of the TM36548 site; the proposed on-site public sewer system shall connect to this proposed sewer manhole. An alternative sewer alignment, within public rights-of-way may be approved by the City Engineer. If this alternative is constructed, the existing on-site private sewer system servicing the Plaza Del Sol Apartments (Assessor's Parcel No. 513-300-045), shall be connected to the extended public sewer system within Belardo Road; the existing terminal manhole and 8 inch V.C.P. sewer main extending to Belardo Road from the Plaza Del Sol Shopping Center shall be removed to a point within the Plaza Del Sol Shopping Center, as required by the City Engineer.

Alternative B: The applicant may construct a public sewer main from the Street "B" driveway across Belardo Road to Tribal Allottee Parcel 67B within that parcel identified by Assessor's Parcel No. 513-300-038 (Plaza Del Sol Shopping Center) a minimum of 10 feet away from the most southern portion of the Steinmart Building and connect to a proposed sewer manhole on the west side of S. Palm Canyon Drive. A 20 feet wide public sewer easement shall be attained across the Tribal Allottee parcel 67B for the Alternative B public sewer main. When public dedications of easements or rights-of-way over Tribal Allottee land are required, the applicant shall be responsible for compliance with all Bureau of Indian Affairs (BIA) requirements, including payment of any BIA fees, obtaining appraisals and payment of just compensation to the underlying owner. It is the applicant's responsibility to determine what additional costs or other requirements may be necessary to obtain any required public dedications as identified by the City for this development. Required public dedications for easements or rights-of-way are "without limitation as to tenure"; easements granted with a defined term, or made in connection with an underlying Indian Land Lease, shall not be accepted. Upon completion of Alternative B improvements by the applicant, and as a condition of acceptance by the City Engineer, the applicant shall prepare for the City Engineer's approval, an Affidavit of Completion in accordance with Section 169.16, Title 25, of the Code of Federal Regulations, for any improvements constructed by the applicant for which an easement was dedicated to the City through the Bureau of Indian Affairs. The Affidavit of Completion shall be provided to and approved by the City Engineer prior to final acceptance of the project, including issuance of a final certificate of occupancy. The applicant shall be responsible for obtaining the necessary form for the Affidavit of Completion from the Palm Springs Agency of the Bureau of Indian Affairs, and for having it completed as necessary by the applicant's Engineer of Record.

- ENG 20. Construct an 8 inch V.C.P. sewer main across the entire on-site private street frontages located 5 feet from centerline or as required by the City Engineer and connect to the extended public sewer system in Belardo Road at the northeast corner of the site or alternatively, connect to an extended public

sewer system going from the project from the "B" Street driveway across Belardo Road to the Plaza Del Sol Shopping Center onto Tribal Allottee Parcel 67B . All sewer mains constructed by the applicant and to become part of the public sewer system shall be digitally video recorded by the City prior to acceptance of the sewer system for maintenance by the City. A computer disc of the video recording shall be provided to the City Engineer for review. Any defects of the sewer main shall be removed, replaced, or repaired to the satisfaction of the City Engineer prior to acceptance.

- ENG 21. The applicant shall dedicate a 15 feet wide public sewer easement across common area Lot AA. The required sewer easement shall be located entirely within common area Lot AA. Note that the sewer main shall be constructed in Street "A" from Street "B" to Belardo Road, and not across Lot 1. The easement shall be kept clear and free of any and all obstructions to allow for the continued operation and maintenance of the proposed public sewer main within the easement. Construction of permanent structures or other improvements determined to be an obstruction of the public sewer easement shall not be allowed. Planting of large trees or other planting material with invasive or deep root structures shall be restricted. Access to the public sewer easement from Street "B" shall be maintained. Provisions for the maintenance of the public sewer easement, acceptable to the City Engineer, shall be included in the CC&Rs for the tract. Notice shall be clearly included in the CC&Rs defining restrictions of development within the easement.
- ENG 22. Provisions for maintenance of the public sewer easement, acceptable to the City Engineer, shall be included in the Codes, Covenants, and Restrictions (CC&Rs) required for this development. Notice shall be clearly included in the CC&Rs defining the restrictions of development within the easement across common area Lot AA. The CC&Rs shall advise the property owners of the City's right to enter the site, clear and remove any and all improvements and/or obstructions within the easement, and give the City the right to charge all costs incurred in enforcing this provision to the owners of common area Lot AA. The CC&Rs shall also advise the property owners of the fact that the City is not required to replace in like kind, any landscaping or other improvements within the public sewer easement in the event repair or replacement of the existing sewer main is required, and that the City shall be limited to leaving the property in a rough graded condition following any such repair or replacement.
- ENG 23. Applicant shall construct an 8 inch V.C.P. sewer main across the entire on-site private street frontages located 5 feet from centerline or as required by the City Engineer and connect to the extended public sewer system in Belardo Road adjacent to the northeast corner of the TTM36548 site or alternatively, to connect to the proposed public sewer main across the Tribal Allottee parcel running easterly to the proposed public sewer manhole on the west side of S. Palm Canyon Drive, or alternatively to another location as approved by the City Engineer. The on-site public sewer system will not be

accepted for public maintenance until the system has been accepted by the City.

- ENG 24. Upon completion of the construction of public sewer lines, an as-built drawing in digital format shall be provided to the City as required by the City Engineer, if the sewer was not constructed in accordance with the original approved sewer plans.

GRADING

- ENG 25. Common space Lot II shall not be graded by applicant. A Grading plan submitted to the City Engineer for review and approval shall incorporate this grading restriction. Lot II shall be dedicated to the City on the Final Map for open space, recreation, or other purposes, as approved by the City Engineer.
- ENG 26. Submit a Precise Grading & Paving Plan prepared by a California registered Civil engineer to the Engineering Division for review and approval. The Precise Grading Plan shall be approved by the City Engineer prior to issuance of grading permit.

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

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

- ENG 27. Prior to approval of a Grading Plan or issuance of any permit, the applicant shall obtain written approval to proceed with construction from the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. The applicant shall contact the Tribal Historic Preservation Officer or the Tribal Archaeologist at (760) 699-6800, to determine their requirements, if any, associated with grading or other construction. The applicant is advised to contact the Tribal Historic Preservation Officer or Tribal Archaeologist as early as possible. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during grading or other construction, and to arrange payment of any required fees associated with Tribal monitoring.
- ENG 28. In accordance with an approved PM-10 Dust Control Plan, temporary dust control perimeter fencing shall be installed. Fencing shall have screening that is tan in color; green screening will not be allowed. Temporary dust control perimeter fencing shall be installed after issuance of Grading Permit, and immediately prior to commencement of grading operations.
- ENG 29. Temporary dust control perimeter fence screening shall be appropriately maintained, as required by the City Engineer. Cuts (vents) made into the perimeter fence screening shall not be allowed. Perimeter fencing shall be adequately anchored into the ground to resist wind loading.
- ENG 30. Within 10 days of ceasing all construction activity and when construction activities are not scheduled to occur for at least 30 days, the disturbed areas on-site shall be permanently stabilized, in accordance with Palm Springs Municipal Code Section 8.50.022. Following stabilization of all disturbed areas, perimeter fencing shall be removed, as required by the City Engineer.
- ENG 31. Prior to issuance of grading permit, the applicant shall provide verification to the City that the Tribal Habitat Conservation Plan (THCP) fee has been paid to the Agua Caliente Band of Cahuilla Indians in accordance with the THCP.
- ENG 32. In accordance with the Geologic Evaluation for Rock Fall Hazard Report prepared by Earth Systems, dated June 9, 2006, the following mitigation measures shall be required:
- a. The proposed retaining wall along the toe of slope of the mountains shall be utilized as a debris wall. The wall shall have a minimum of 2 feet of freeboard with a v-channel constructed on the slope-facing side to manage stormwater runoff. The v-channel shall require routine maintenance to clean accumulated debris that may roll or wash down the slope and collect behind the wall. Provisions for maintenance of the v-channel shall be included in the Codes, Covenants, and Restrictions (CC&Rs) required for this development.

- b. Structure setbacks shall be a minimum of 10 feet from the toe of slope.

- ENG 33. Mitigation Measure VI-1 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Foundation design and pool locations adjacent to the shelf area near the existing slope will mitigate for intact bedrock, talus and accumulated boulders from past rockfall to the satisfaction of the City Engineer (see also MM-VI-14).
- ENG 34. Mitigation Measure VI-2 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Retaining walls will be designed to accommodate loading from the retention of rock materials. The upper freeboard portion of the retaining wall will be designed to include loading from debris flows.
- ENG 35. Mitigation Measure VI-3 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Northwestern Half of Lots (Lot 33 and northwestward): As recommended by the geotechnical engineer, a catchment ditch shall be employed from Lot 33 northwestward along the toe of slope to Lot 22. The basic design of the ditch shall conform to the parameters described on page 11 of Earth Systems Southwest's geotechnical plan review dated August 9, 2013.
- Proposed catchment ditches may be designed to serve a dual use for stormwater retention and debris flow mitigation, in addition to rockfall mitigation. Access ramps and easements shall be provided to allow accessibility for maintenance equipment and work crews. Before finalizing, the design engineer shall submit cross-sections of proposed catchment ditches to the engineering geologist and geotechnical engineer. Final design shall be tested with the use of computer simulation for effectiveness relative to the specific slope geometry.
- ENG 36. Provisions for maintenance of the catchment ditches shall be included in the Codes, Covenants, and Restrictions (CC&Rs) required for this development.
- ENG 37. Mitigation Measure VI-4 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Southwestern Half of Lots (south of Lot 33): As recommended by the geotechnical engineer, a debris flow wall shall be constructed for the remaining portion of the project along the existing slope. The wall and drainage swale behind the wall shall be designed in conformance with the parameters described on pages 7 and 12 of Earth Systems Southwest's geotechnical plan review dated August 9, 2013. Adequate access for maintenance equipment and crews shall be provided.

- ENG 38. Provisions for maintenance of the wall and drainage swale behind the wall shall be included in the Codes, Covenants, and Restrictions (CC&Rs) required for this development.
- ENG 39. Mitigation Measure VI-5 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Deck/Flatwork Subgrade Preparation: In the deck/flatwork areas, the subgrade shall be over excavated according to parameters described on page 10 of Earth Systems Southwest's geotechnical plan review dated August 9, 2013. Compaction shall be verified by testing.
- ENG 40. Mitigation Measure VI-6 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Cut Slopes: Cut slopes in bedrock shall be evaluated on a slope-by-slope basis by the project engineering geologist, as described on page 10 of Earth Systems Southwest's geotechnical plan review dated August 9, 2013.
- ENG 41. Mitigation Measure VI-7 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Oversize Rock Disposal: The project shall consult the recommendations pertaining to oversize rock removal and stockpiling provided on page 10 of Earth Systems Southwest's geotechnical plan review on August 9, 2013.
- ENG 42. Mitigation Measure VI-8 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Slopes: To avoid erosion or overflowing of slopes as they weather and deteriorate, the project shall consult the recommendations described on page 10 of Earth Systems Southwest's geotechnical plan review dated August 9, 2013.
- ENG 43. Mitigation Measure VI-9 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Catchment Ditch: The project shall consult the design recommendations for the catchment ditch, which are described on page 11 of Earth Systems Southwest's geotechnical plan review dated August 9, 2013.
- ENG 44. Mitigation Measure VI-10 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Remedial Grading: The project shall implement specific recommendations pertaining to grading, remedial grading, trench backfill, and foundation criteria provided in the following geotechnical reports: Geotechnical Engineering Report, File No. 09709-02, Doc. No. 04-08-825, Earth Systems Southwest, August 31, 2004; Summary of Findings, Geologic Evaluation of Rock Fall Hazard, File No. 09709-03, Doc. No. 06-06-759, Earth Systems Southwest, June 9, 2006; and Geotechnical Engineering Report Update, File No. 09709-02, Doc. No. 13-04-707, Earth Systems Southwest, April 9, 2013.

- ENG 45. Mitigation Measure VI-11 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. A qualified geotechnical engineer shall be retained during the construction process to provide testing and observe compliance with approved plans and mitigation measures.
- ENG 46. Mitigation Measure VI-12 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. All depressions and/or sink holes identified in the geotechnical plan review prepared by Earth Systems Southwest, dated August 9, 2013, shall be excavated to firm materials and backfilled with soil or slurry.
- ENG 47. Mitigation Measure VI-13 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Transition Conditions for Residences: In pad transition areas (cut to fill), over excavation shall occur in accordance with the parameters described on page 9 of Earth Systems Southwest's geotechnical plan review dated August 9, 2013. The bottom of the excavation and excavation sidewalls shall be reviewed by the project geotechnical engineer or geologist for suitability prior to recompaction. Compaction shall be verified by testing.
- ENG 48. Mitigation Measure VI-14 from the 2013 Initial Study/Mitigated Negative Declaration shall be considered in the design and construction of the project. Subgrade Preparation for Pools and Spas Founded in Bedrock and Transition Conditions: Soils below pool/spa shells and foundation areas (for any water features of support structures) shall be over excavated in accordance with the methods described on pages 9 and 10 of Earth Systems Southwest's geotechnical plan review dated August 9, 2013. The bottom of the excavation and excavation sidewalls shall be reviewed by the project geotechnical engineer or geologist for suitability prior to recompaction. Compaction shall be verified by testing.
- ENG 49. Drainage swales shall be provided adjacent to all curbs and sidewalks to keep nuisance water from entering the public streets, roadways, or gutters.
- ENG 50. A Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required for the proposed development via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading or building permit.
- ENG 51. This project requires the preparation and implementation of a stormwater pollution prevention plan (SWPPP). As of September 4, 2012, all SWPPPs shall include a post-construction management plan (including Best Management Practices) in accordance with the current Construction General

Permit. Where applicable, the approved final project-specific Water Quality Management Plan shall be incorporated by reference or attached to the SWPPP as the Post-Construction Management Plan. A copy of the up-to-date SWPPP shall be kept at the project site and be available for review upon request.

- ENG 52. In accordance with City of Palm Springs Municipal Code, Section 8.50.022 (h), the applicant shall post with the City a cash bond of two thousand dollars (\$2,000.00) per disturbed acre at the time of issuance of grading permit for mitigation measures for erosion/blowsand relating to this property and development.
- ENG 53. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of a grading plan.
- ENG 54. The applicant shall provide all necessary geotechnical/soils inspections and testing in accordance with the Geotechnical/Soils Report prepared for the project. All backfill, compaction, and other earthwork shown on the approved grading plan shall be certified by a California registered geotechnical or civil engineer, certifying that all grading was performed in accordance with the Geotechnical/Soils Report prepared for the project. No certificate of occupancy will be issued until the required certification is provided to the City Engineer.
- ENG 55. The applicant shall provide pad elevation certifications for all building pads in conformance with the approved grading plan, to the Engineering Division prior to construction of any building foundation.
- ENG 56. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan. The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

WATER QUALITY MANAGEMENT PLAN

- ENG 57. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued

for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated stormwater and non-stormwater runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&Rs) required for the development.

- ENG 58. A Final Project-Specific Water Quality Management Plan (WQMP) shall be submitted to and approved by the City Engineer prior to issuance of a grading or building permit. The WQMP shall address the implementation of operational Best Management Practices (BMP's) necessary to accommodate nuisance water and storm water runoff from the site. Direct release of nuisance water to the adjacent property or public streets is prohibited. Construction of operational BMP's shall be incorporated into the Precise Grading and Paving Plan.
- ENG 59. Prior to issuance of any grading or building permits, the property owner shall record a "Covenant and Agreement" with the County-Clerk Recorder or other instrument on a standardized form to inform future property owners of the requirement to implement the approved Final Project-Specific WQMP. Other alternative instruments for requiring implementation of the approved Final Project-Specific WQMP include: requiring the implementation of the Final Project-Specific WQMP in Home Owners Association or Property Owner Association Covenants, Conditions, and Restrictions (CC&Rs); formation of Landscape, Lighting and Maintenance Districts, Assessment Districts or Community Service Areas responsible for implementing the Final Project-Specific WQMP; or equivalent. Alternative instruments must be approved by the City Engineer prior to the issuance of any grading or building permits.
- ENG 60. Prior to issuance of certificate of occupancy or final City approvals, the applicant shall:
- (a) demonstrate that all structural BMP's have been constructed and installed in conformance with approved plans and specifications;
 - (b) demonstrate that applicant is prepared to implement all non-structural BMP's included in the approved Final Project-Specific WQMP, conditions of approval, or grading/building permit conditions; and

- (c) demonstrate that an adequate number of copies of the approved Final Project-Specific WQMP are available for the future owners (where applicable).

DRAINAGE

- ENG 61. All stormwater runoff across the property shall be accepted and conveyed in a manner acceptable to the City Engineer and released to an approved drainage system. The applicant shall obtain approval from Riverside County Flood Control & Water Conservation District (RCFC) for connection of proposed storm drain improvements to the existing regional flood control system identified as Palm Springs Line 28-B. Verification of the capacity of Palm Springs Line 28-B for the additional stormwater runoff accepted and conveyed by Tentative Tract Map 36548 shall be determined, subject to review and approval by RCFC and the City Engineer. RCFC approval shall be required for any connection of proposed storm drain facilities to the existing RCFC facility. The applicant shall be required to obtain an Encroachment Permit from RCFC for connection of proposed storm drain improvements to Palm Springs Line 28-B. A copy of the Encroachment Permit shall be provided to the City Engineer, prior to approval of on-site storm drain improvement plans.
- ENG 62. The Preliminary Hydrology Analysis for Tentative Tract No. 36548, prepared by Sanborn A/E, Inc., dated March, 2013, shall be finalized to determine the volume of increased stormwater runoff due to development of the site, and to determine required stormwater runoff mitigation measures for the proposed development. Final storm drain system sizing and other stormwater runoff mitigation measures shall be determined upon review and approval of the final hydrology analysis by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology analysis. In the event additional capacity is unavailable within Palm Springs Line 28-B, the applicant shall be required to revise the Hydrology Analysis to identify additional stormwater runoff mitigation measures necessary to contain the increased stormwater runoff generated from Tentative Tract Map 36548.
- ENG 63. Submit storm drain improvement plans for all on-site storm drainage system facilities for review and approval by the City Engineer.
- ENG 64. Construct drainage improvements, including but not limited to catch basins, and storm drain lines, for drainage of on-site streets, as described in the Preliminary Hydrology Analysis for Tentative Tract No. 36548, prepared by Sanborn A/E, Inc., dated March, 2013. The hydrology analysis for Tentative Tract Map 36548 shall be amended to include catch basin sizing and storm drain pipe sizing, and other specifications for construction of required on-site storm drainage improvements.

- ENG 65. All on-site storm drain systems shall be privately maintained by a Home Owners Association (HOA). Provisions for maintenance of the on-site storm drain systems acceptable to the City Engineer shall be included in Covenants, Conditions and Restrictions (CC&Rs) required for this project.
- ENG 66. Applicant shall design the storm drain system so that the 10-year storm will be discharged to Regional Storm Drain Line 28B; the difference in runoff between the 100-year storm and the 10-year storm will be discharged as secondary free land overflow to the on-site streets and ultimately to Belardo Road through a catch basin outlet system; or another alternative as approved by the City Engineer.
- ENG 67. 15 feet wide easements to the future Home Owners Association for storm drainage purposes shall be reserved over non-hillside areas of Lots 1 through 39, common area lots BB and DD (on each side of the Main Entry), and common area Lots CC, EE and FF, (or others, as may be required) for those portions of the on-site private storm drain system that cross individual lots. 10 feet wide easements to the future Home Owners Association for storm drainage purposes shall be reserved over the hillside portions of the aforementioned lots for the on-site private storm drain system as necessary.
- ENG 68. The project is subject to flood control and drainage implementation fees. The acreage drainage fee at the present time is \$7,271.00 per acre per Resolution No. 15189. Fees shall be paid prior to issuance of a building permit. Drainage fees may be waived upon verification of prior costs paid related to the construction of the Palm Springs Storm Drain Line, Lateral 28B.

GENERAL

- ENG 69. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Palm Springs Standard Drawing No. 115. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including additional pavement repairs to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Desert Water Agency, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, Mission Springs Water District, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than existed prior to construction of the proposed development.

- ENG 70. All proposed utility lines shall be installed underground.
- ENG 71. All existing utilities shall be shown on the improvement plans for the project. The existing and proposed service laterals shall be shown from the main line to the property line.
- ENG 72. Upon approval of any improvement plan by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD 2004 drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.
- ENG 73. The original improvement plans prepared for the proposed development and approved by the City Engineer shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a final certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
- ENG 74. Nothing shall be constructed or planted in the corner cut-off area of any intersection or driveway which does or will exceed the height required to maintain an appropriate sight distance per City of Palm Springs Zoning Code Section 93.02.00, D.
- ENG 75. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed in accordance with City of Palm Springs Standard Drawing No. 904.
- MAP
- ENG 76. A Final Map shall be prepared by a California registered Land Surveyor or qualified Civil Engineer and submitted to the Engineering Division for review and approval. A Title Report prepared for subdivision guarantee for the subject property, the traverse closures for the existing parcel and all lots created therefrom, and copies of record documents shall be submitted with the Final Map to the Engineering Division as part of the review of the Map. The Final Map shall be approved by the City Council prior to issuance of building permits.
- ENG 77. A copy of draft Covenants, Conditions and Restrictions (CC&Rs) shall be submitted to the City Attorney for review and approval for any restrictions related to the Engineering Division's recommendations. The CC&Rs shall be approved by the City Attorney prior to approval of the Final Map, or in the

absence of a Final Map, shall be submitted and approved by the City Attorney prior to issuance of Certificate of Occupancy.

- ENG 78. Upon approval of a final map, the final map shall be provided to the City in G.I.S. digital format, consistent with the "Guidelines for G.I.S. Digital Submission" from the Riverside County Transportation and Land Management Agency." G.I.S. digital information shall consist of the following data: California Coordinate System, CCS83 Zone 6 (in U.S. feet); monuments (ASCII drawing exchange file); lot lines, rights-of-way, and centerlines shown as continuous lines; full map annotation consistent with annotation shown on the map; map number; and map file name. G.I.S. data format shall be provided on a CDROM/DVD containing the following: ArcGIS Geodatabase, ArcView Shapefile, ArcInfo Coverage or Exchange file (e00), DWG (AutoCAD 2004 drawing file), DGN (Microstation drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variations of the type and format of G.I.S. digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.

TRAFFIC

- ENG 79. A minimum of 48 inches of clearance for handicap accessibility shall be provided on public sidewalks. Minimum clearance on public sidewalks shall be provided by either an additional dedication of a sidewalk easement (if necessary) and widening of the sidewalk, or by the relocation of any obstructions within the public sidewalk along the Belardo Road frontage of the subject property.
- ENG 80. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.
- ENG 81. Applicant shall restripe the bike lane (if necessary, as determined by the City Engineer) using thermoplastic material along the project frontage on the west side of Belardo Road. All required traffic striping and signage improvements shall be completed in conjunction with required street improvements, to the satisfaction of the City Engineer, and prior to issuance of a certificate of occupancy.
- ENG 82. Install a 30 inch stop sign, stop bar, and "STOP" legend for traffic exiting the development at the intersection of Belardo Road and the Main Entry, at the Street "B" driveway access south of the Main Entry, as well as at the Lot AA driveway serving residential lots 37, 38, and 39, in accordance with City of Palm Springs Standard Drawing Nos. 620-625 and the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated January 13,

2012, or subsequent editions in force at the time of construction, as required by the City Engineer.

ENG 83. If identified by a name, install a street name sign at the intersection of Belardo Road and the Main Entry in accordance with City of Palm Springs Standard Drawing Nos. 620 through 625 and the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated January 13, 2012, or subsequent editions in force at the time of construction, as required by the City Engineer.

ENG 84. Install stop controls at on-site street intersections, as may be required by the City Engineer. Stop signs within the development may be customized, provided the sign maintains the minimum standards for stop signs in the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated January 13, 2012, or subsequent editions in force at the time of construction, subject to review and approval by the City Engineer.

ENG 85. The applicant shall provide and install one 5600 lumen high pressure sodium vapor decorative safety street light with glare shield on marbelite pole on the southwest corner of Belardo Road and the Main Entry with the mast arm over Belardo Road. The decorative nature of the street light shall be similar to the style within the project or within the Plaza Del Sol Shopping Center. The applicant shall coordinate with Southern California Edison for required permits and work orders necessary to provide electrical service to the street light.

ENG 86. Construction signing, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated January 13, 2012, or subsequent editions in force at the time of construction.

ENG 87. This property is subject to the Transportation Uniform Mitigation Fee which shall be paid prior to issuance of building permit.

FIRE DEPARTMENT CONDITIONS

GENERAL CONDITIONS

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

FID 1 These conditions are subject to final plan check and review. Initial fire department conditions have been determined on the site plan dated

_____ Additional requirements may be required at that time based on revisions to site plans.

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

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

FID 4 **PLANS AND PERMITS**

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

Complete plans for private fire service mains or fire sprinkler systems should be submitted for approval well in advance of installation. Plan reviews can take up to 20 working days. Submit a minimum of four (4) sets of drawings for review. Upon approval, the Fire Prevention Bureau will retain two sets.

Plans shall be submitted to:

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

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

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

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

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

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

FID 5

Public Safety CFD: The Project will bring a significant number of additional residents to the community. The City's existing public safety and recreation services, including police protection, criminal justice, fire protection and suppression, ambulance, paramedic, and other safety services and recreation, library, cultural services are near capacity. Accordingly, the City may determine to form a Community Services District under the authority of Government Code Section 53311 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.

FID 6

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

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

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

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

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

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

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

FID 10 **Fire Department Access:** Fire Department Access Roads shall be provided and maintained in accordance with (Sections 503 CFC)

- **Minimum Access Road Dimensions:**

1. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet; a greater width for private streets may be required by the City engineer to address traffic engineering, parking, and other issues. The Palm Springs Fire Department requirements for two-way private streets, is a minimum width of 24 feet is required for this

project, unless otherwise allowed by the City engineer. No parking shall be allowed in either side of the roadway.

2. Roads must be 30 feet wide when parking is not allowed on only one side of the roadway.
3. Roads must be 40 feet wide when parking is not restricted.

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

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

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

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

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

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (73,000 lbs. GVW) and shall be surfaced so as to provide all-weather driving capabilities. Decomposed granite (DG), grass, dirt, sand and other materials that can wash away, develop ruts or be dug up shall not be used. Interlocking pavers, turf block or other similar materials may be allowed, subject to the provision of proper base material and compliance with City Engineering Department compaction requirements. Prior to permit sign-off, compaction test results shall be submitted to the City Engineering Department for approval.

- FID 16 **Premises Identification (505.1):** New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches high for SFR occupancies and 6" - 12" for all other occupancies depending on distance from street with a minimum stroke width of 0.5 inch. Where access is by means of a private road and the building cannot be viewed from the *public* way, a monument, pole or other sign or means shall be used to identify the structure.
- FID 17 **Fire Hydrant Flow and Number of Fire Hydrants (CFC 508.5):** Fire hydrants shall be provided in accordance with CFC Appendix B, Fire Flow Requirements for Buildings, for the protection of buildings, or portions of buildings, hereafter constructed. The required fire hydrant flow for this project is 750 gallons per minute (with fire sprinklers) (CFC Appendix B) and one available fire hydrant must be within 250 feet from any point on lot street frontages. (CFC Appendix C)
- FID 18 **Operational Fire Hydrant(s) (CFC 508.1, 508.5.1 & 1412.1):** Operational fire hydrant(s) shall be installed within 250 feet of all combustible construction. They shall be installed and made serviceable prior to and during construction. No landscape planting, walls, or fencing is permitted within 3 feet of fire hydrants, except ground cover plantings.
- FID 19 **NFPA 13D Fire Sprinklers Required:** An automatic fire sprinkler system is required. Only a C-16 licensed fire sprinkler contractor shall perform system design and installation. System to be designed and installed in accordance with NFPA standard 13D, 2010 Edition, as modified by local ordinance. The contractor should submit fire sprinkler plans as soon as possible. No portion of the fire sprinkler system may be installed prior to plan approval.
- FID 20 **Residential Smoke and Carbon Monoxide Alarms Installation with Fire Sprinklers (CFC 907.2.10.1.2, 907.2.10.2 & 907.2.10.3; CRC R315):** Provide and install Residential Smoke and Carbon Monoxide Alarms (Kidde SM120X Relay / Power Supply Module connected to multi-station Kidde smoke and carbon monoxide alarms or equal system and fire sprinkler flow switch). Alarms shall receive their primary power from the building wiring, and shall be equipped with a battery backup. In new construction, alarms shall be interconnected so that operation of any smoke alarm, carbon monoxide alarm or fire sprinkler flow switch causes all smoke and carbon monoxide alarms within the dwelling to sound and activate the exterior horn/strobe.

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

FID 21 Additional Residential Smoke Alarm Requirements (NFPA 72: 29.5.1.3): Where the interior floor area for a given level of a dwelling unit, excluding garage areas, is greater than 1,000 Sq. Ft., the additional requirements are that all points on the ceiling shall have:

- a. A smoke alarm within a distance of 30 ft travel distance or
- b. An equivalent of one smoke alarm per 500 Sq. Ft. of floor area.

One smoke alarm per 500 Sq. Ft. is evaluated by dividing the total interior square footage of floor area per level by 500 Sq. Ft.

FID 22 Carbon Monoxide Alarm or Detector Locations (NFPA 720: 9.4.1.1 & 9.4.1.2; CRC R315.3): Carbon monoxide alarms or detectors shall be installed as follows:

- (1) Outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedrooms
- (2) On every occupiable level of a dwelling unit, including basements, excluding attics and crawl spaces
- (3) Other locations where required by applicable laws, codes, or standards

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

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

FID 24 Wildland-Urban Interface Fire Area: This building site is located in a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, or other areas designated by the enforcing agency to be at a significant risk from wildfires.

FID 25 Construction Methods & Requirements Within Established Limits (CFC 4905.2): Within the limits established by law, construction methods intended to mitigate wildfire exposure shall comply with the wildfire protection building construction requirements contained in the California Building Standards Code including the following:

1. California Building Code Chapter 7A,
2. California Residential Code Section R327
3. California Reference Standards Code Chapter 12-7A
4. and this chapter

FID 26

Establishment Of Limits (CFC 4905.3) The establishment of limits for the Wildland-Urban Interface Fire Area's required construction methods shall be designated pursuant to the California Public Resources Code for State Responsibility areas or by a local agency following a finding supported by substantial evidence in the record that the requirements of this section are necessary for effective fire protection within the area. This wildland-urban interface area has been designated as a "Severe Fire Hazard Zone".

END OF CONDITIONS

ATTACHMENT 4
SEWER AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Office of the City Clerk
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92263-2743

Space Above This Line For Recorder's Use Only

**COVENANT AGREEMENT
(Use and Maintenance of Private Sewer Facilities)**

Date: October 15, 2014

Parties: Dakota PS, LLC, a California Limited Partnership, the "Covenantor."
Mailing address: 555 S Sunrise Way, Ste. 200
Palm Springs, CA 92264

City of Palm Springs, a California Charter City, the "City."
Mailing Address: Building Official
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92263-2743

Subject Property "A" or "Dakota": Commonly known as "The Dakota," a single family development generally located at 1501 Belardo Road, Palm Springs, California. See "Exhibit A" for legal description.

Subject Property "B": Commonly known as "Tahquitz Mesa Villas," a multifamily development generally located at 1333 Belardo Road, Palm Springs, California. See "Exhibit B" for legal description.

Subject Property "C": Commonly known as "Plaza Del Sol Shopping Center," a commercial shopping center generally located at 1555 S. Palm Canyon Drive, Palm Springs, California. See "Exhibit C" for legal description.

Current Project: The approval of a final map for Subject Property "A" and satisfaction of certain conditions of approval relating to sewer service for Subject Property "A".

Approved Entitlements: Resolution No. 23507 of the Palm Springs City Council, dated February 19, 2014, including Exhibit A thereto, the "Conditions of Approval," approving:
Planned Development District 5.1310 PDD 365
Tentative Tract Map 36548

Recitals:

A. Covenantor is the owner and Developer of the Dakota and the owner of Subject Property "A," Subject Property "B," and Subject Property "C" (collectively the "Subject Properties). The Approved Entitlements were approved subject to the Conditions of Approval, including conditions for the construction of a private sewer system within the boundaries of the Dakota and the construction and dedication to the City of public sewer facilities in and along one of two locations identified in Condition Eng. 19 of the Conditions of Approval. The Developer's original request to (1) connect the Dakota sewer system to the existing private sewer manhole in Belardo Road and the existing private sewer system across the Plaza del Sol Shopping Center and (2) dedicate such private sewer systems to the City as a public sewer was not approved.

B. In lieu of complying with the construction and dedication of public sewer facilities as provided in Condition Eng. 19 of the Conditions of Approval, Covenantor has requested that all sewer facilities related to the Dakota, including without limitation the private sewer systems within the Dakota and the Plaza del Sol Shopping Center and any sewer facilities between such private sewer systems remain private facilities to be maintained by the Developer and the Developer's successors, and all related facilities. (collectively the private sewer systems and the related sewer facilities described herein are referred to as "Private Sewer System"). City is willing to accept such proposal in satisfaction of the Developer's obligations to construct and dedicate public sewer facilities as provided in Condition Eng. 19 so long as Developer makes certain improvements and modifications to the Private Sewer System, agrees to maintain the Private Sewer System in perpetuity at the Developer's sole costs and expense according to and consistent with maintenance standards of the City's Director of Public Works as the Public Works Director may require from time to time, and that Developer hold the City harmless and agrees to indemnify the City from any liability or cost associated with the construction and maintenance of the Public Sewer System, including without limitation any fines or penalties that may be imposed by any federal, state, or government entity for failure to maintain facilities and/or for any spills, incidents, or discharges of any kind.

C. Covenantor will comply with all conditions of approval of the Approved Entitlements as required by the City.

Agreement:

In consideration of the recitals and accepting the Private Sewer System approach as requested by the Covenantor in lieu of the public sewer system as originally contemplated in the Conditions of Approval, Covenantor hereby covenants and agrees that the Subject Properties shall be held, conveyed, encumbered, used, occupied, developed, and maintained subject to the following obligations, all of which are for the purpose of enhancing attractiveness, usefulness, value, and desirability of the Subject Properties, the surrounding property, and the public at large, and to minimize possible adverse effects on the public health, safety, and welfare. The purpose

of this Covenant is to put future owners on notice and to obtain a waiver of the right to sue and agreement to hold harmless binding on successors in interest in the Subject Properties. Each of the obligations contained in this Covenant Agreement shall run with the Subject Properties and shall be binding on each successive owner of the Subject Properties.

1. The Covenantor shall:
 - (a) Install, construct, and maintain the Private Sewer System in full compliance with the requirements and standards of the Public Works Director of the City, as the Public Works Director shall require from time to time;
 - (b) Replace all sewer facilities between Manhole No. 5 through Manhole No. 6 with VCP pipe and as shown on the plans approved by the City's Public Works Director for the Private Sewer System on file in the Office of the Public Works Director;
 - (c) Comply with all laws, ordinances, and conditions of approval for the construction of the Private Sewer System;
 - (d) Conform all plans, specifications, and work done, to the requirements of the Palm Springs Municipal Code and all other pertinent laws and ordinances of the City of Palm Springs, prior to occupying, leasing, renting, or otherwise using any improvement on Subject Property "A."
 - (e) Pay all applicable charges and deposits; and
 - (f) Complete all other necessary procedures required by the City of Palm Springs.

2. Covenantor, by proceeding with this Covenant Agreement and the commencement of the Project, assumes all risk and responsibility for the completion of the Project and the completion of all conditions of approval of the Approved Entitlements, including the Parkland Condition. Covenantor will hold the City harmless from any damage Covenantor may suffer as a result of its inability or failure to comply with the provisions of this Covenant Agreement or the conditions of approval of the Approved Entitlements.

3. Covenantor also grants to the City the right and power to enforce the covenants, conditions, restrictions, and reservations of this Covenant against the Covenantor and all persons having any right, title, or interest in the Subject Properties, or any part or parcel thereof, their heirs, successors, and assigns.

4. Covenantor, on behalf of itself, its successors, and assigns, hereby rully assumes as to the City, its officers, officials, agents, employees, and successors and assigns, any and all risks of any type, including without limitation, property damage, damage to public property or facilities, personal injury, death, and fines and/or penalties of any nature issued or imposed by any federal, state, or governmental agency for any incident, spill, discharge, or failure to maintain, arising out the construction, inspection, maintenance, or operation of the Private Sewer System.

5. Covenantor agrees on behalf of itself and its successors and assigns to indemnify the City, its officers, officials, agents, and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities, ("Claims of liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the acts or omissions of Covenantor (and its successors and assigns), its agents, employees, contractors, or subcontractors.

6. Any remedy described in this Covenant Agreement shall not be deemed or considered in any way to be the exclusive remedy available to the City to enforce the provisions of this Covenant Agreement. The City may resort to any remedy available under law to enforce the provisions of this Covenant Agreement including the initiation and prosecution of an action for specific performance, including the recovery of any costs, fees, or charges of any kind including attorney's fees that the City may incur in the enforcement of this Covenant Agreement.

6. This Covenant Agreement shall not be amended in any manner or terminated without the prior written approval of the City nor without the recordation of any such approval by the City.

7. The terms and conditions of this Covenant Agreement shall constitute a covenant running with and binding the land in accordance with the provisions of California Civil Code Section 1468, as may be amended from time to time. Accordingly, the Subject Property shall hereafter be held, sold, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the aforementioned conditions, all of which shall run with the Subject Property and shall be binding on all parties having any right, title or interest in the Subject Property any part thereof, their heirs, successors and assigns.

8. The conditions of this Covenant are intended to benefit the public and public properties. Accordingly, it is agreed the City of Palm Springs shall have the right to enforce this Covenant by any legal or equitable means against the Covenantor or any person or persons in actual possession of the Subject Property who directly or through any agent violate the terms hereof. All obligations of the Covenantor under this Covenant shall inure solely to the benefit of the City of Palm Springs and there are no third party beneficiaries of said obligations.

9. The provisions of this Covenant shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision.

This Covenant Agreement is dated as noted above.

COVENANTOR:

By: 
Title: MANAGER

By: _____
Title: _____

[Signature of Covenantor must be properly acknowledged and notarized.]

ACCEPTED BY:

CITY OF PALM SPRINGS, a municipal corporation

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Title: _____

"Exhibit A"

Legal description for Subject Property "A" or "Dakota":

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4, SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID WEST HALF, DISTANT OF NORTH 00°37'51" EAST, 414.21 FEET FROM THE SOUTHEAST CORNER OF SAID WEST HALF;
THENCE LEAVING SAID EASTERLY LINE, NORTH 89°22'09" WEST, 114.26 FEET;
THENCE NORTH 11°48'78" WEST, 226.63 FEET;
THENCE NORTH 35°33'52" WEST, 632.68 FEET;
THENCE NORTH 0°38'38" EAST, 72.91 FEET;
THENCE NORTH 40°24'34" WEST, 120.72 FEET TO A POINT ON THE NORTHERLY LINE OF SAID WEST HALF, DISTANT SOUTH 89°52'56" EAST 40.47 FEET FROM THE NORTHWEST CORNER OF SAID WEST HALF;
THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID WEST HALF OF THE FOLLOWING COURSES; SOUTH 89°52'56" EAST, 615.97 FEET AND SOUTH 0°37'51" WEST, 901.37 FEET TO THE POINT OF BEGINNING.

ALSO SHOWN AS PARCEL A OF LOT LINE ADJUSTMENT NO. 06-01 RECORDED APRIL 24, 2006 AS INSTRUMENT NO. 2006-0293346 OF OFFICIAL RECORDS.

"Exhibit B"

Legal description for Subject Property "B":

Allotment No. 17, Allottee Name: Joseph Patrick Patencio Section 22, Township 4 South, Range 4 East, San Bernardino Meridian, containing 5.00 acres, more or less described as:

That portion of the Allotment of Joseph Patrick Patencio, Palm Springs Allottee No. PS-17, described as:

S1/2, SW1/4, NE1/4, SE1/4 of Section 22 Township 4 South, Range 4 East, S.B.B.&M, County of Riverside, state of California, Containing 5.0 acres more or less, and Subject to any prior, valid, existing rights of way.

"Exhibit C"

Legal description for Subject Property "C":

N1/2 NE1/4 SE1/4 Section 22, Township 4 south, Range 4 East, San Bernardino Meridian, Riverside County, California, containing 5.00 acres, more or less, being a portion of Agua Caliente (Palm Springs) Allotment No. PS-4, Vyola Olinger Ortner.

Lot 21 of Section 22, Township 4 South, Range 4 East, San Bernardino Meridian, Riverside County, California, containing 5.00 acres, more or less, being a portion of Agua Caliente (Palm Springs) Allotment No. PS-8, Richard Amado Miguel.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Riverside }

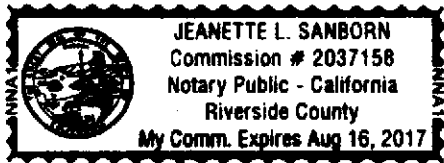
On October 21, 2014 before me, Jeanette L. Sanborn, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John Wessman
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.



Place Notary Seal Above

Signature: Jeanette Sanborn
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Covenant Agreement Document Date: _____

Number of Pages: 8 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: Dakota PS LLC

Signer Is Representing: _____