



## City Council Staff Report

Date: December 3, 2014 CONSENT CALENDAR  
Subject: APPROVAL OF TRACT MAP 35540  
From: David H. Ready, City Manager  
Initiated by: Public Works and Engineering Department

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### SUMMARY

MSA Consulting, representing Pinnacle View, LLC, is seeking approval of a tract map to subdivide a roughly 117 acre parcel into 110 Residential lots. This is merely a ministerial action, as required by the Municipal Code and the Subdivision Map Act.

### RECOMMENDATION:

- 1) Adopt Resolution No. \_\_\_\_\_ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING FINAL TRACT MAP 35540 FOR PROPERTY LOCATED AT THE WESTERLY TERMINUS OF RACQUET CLUB ROAD, IN SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, AND APPROVING A RELATED SUBDIVISION IMPROVEMENT AGREEMENT," and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

MSA Consulting, representing Pinnacle View LLC, submitted Tract Map 35540, requesting that the property located at westerly terminus of Racquet Club Road, in Section 4, Township 4 South, Range 4 East, be subdivided into 110 residential lots and infrastructure on a 117 acre site.

At its meeting of October 27, 2010 the Planning Commission recommended approval of Tentative Tract Map 35540, which was subsequently approved by the City Council, subject to conditions, on January 5, 2011.

It has been determined that required conditions have been satisfied, that Tract Map 35540 is in substantial conformance with the approved Tentative Tract Map, and that Tract Map 35540 is ready for City Council approval.

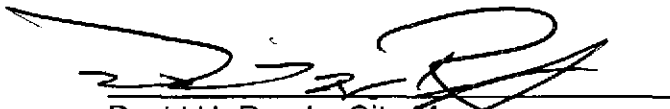
FISCAL IMPACT:

None.



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David J. Barakian  
Director of Public Works/City Engineer



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David H. Ready, City Manager

**ATTACHMENTS:**

1. Map
2. Resolution
3. Subdivision Improvement Agreement

ATTACHMENT 1  
TRACT MAP 35540

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON...

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES...

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WE HEREBY RETAIN LOTS 24 THROUGH 30, INCLUSIVE, SHOWN AS "PRIVATE STREET(S)" FOR PRIVATE USE...

WE HEREBY RETAIN FOR ACCESS PURPOSES, THE 20' WIDE EASEMENTS OVER LOTS 45, 46, 88, AND 89...

WE HEREBY RETAIN FOR OPEN SPACE, LANDSCAPE AND STORM DRAIN PURPOSES, LOTS 1 THROUGH 11...

WE HEREBY RETAIN FOR WATER STORAGE, DISTRIBUTION AND INCIDENTAL PURPOSES, LOT 17...

WE HEREBY RETAIN FOR BUILDING AND CONSTRUCTION RESTRICTIONS AND INCIDENTAL PURPOSES...

PINNACLE VIEW, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY BY: WESTON INVESTMENT CO. LLC...

BY: WESTON TRUST CORP., AN OREGON CORPORATION, ITS MANAGING MEMBER

SIGNATURE OMISSIONS SEE SHEET 2 NOTARY'S ACKNOWLEDGMENT SEE SHEET 2

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

TRACT MAP NO. 35540

BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78, AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAT OF SECTION 4, APPROVED MAY 22, 1958...

MSA CONSULTING, INC. AUGUST - 2013

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...

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT...

DATED: Oct. 15, 2014 Charles R. Harris P.L.S. 4989 EXP. 12/31/15



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT MAP NO. 35540, CONSISTING OF 14 SHEETS...

DATED: David J. Benharian R.C.E. 28831 CITY ENGINEER 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 20...

WE HEREBY ABANDON PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THAT CERTAIN RIGHT-OF-WAY FOR CHINO CANYON ROAD...

THE TENTATIVE MAP FOR SAID TRACT MAP WAS APPROVED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 5TH DAY OF JANUARY, 2011.

RECORDER'S STATEMENT

FILED THIS DAY OF 20 IN BOOK OF MAPS AT PAGES AT THE REQUEST OF THE CITY CLERK OF THE CITY OF PALM SPRINGS.

NO. LARRY W. WARD, ASSESSOR-COUNTY CLERK-RECORDER BY: DEPUTY SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY

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...

DATED: Nov 10 2014 DON KENT COUNTY TAX COLLECTOR BY: Deputy

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA...

DATED: 20 CASH TAX BOND DON KENT COUNTY TAX COLLECTOR MEGAN HARRIS-JENSEN CLERK OF THE BOARD OF SUPERVISORS BY: Deputy

ABANDONMENT NOTE


PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT, WITHIN THE BOUNDARY OF THIS MAP, OF THAT CERTAIN RIGHT-OF-WAY FOR CHINO CANYON ROAD...

SOILS REPORT

PURSUANT TO SECTION 66480 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, DOCUMENT NO. 13-11-723, FILE NO. 10663-01, WAS PREPARED BY EARTH SYSTEMS SOUTHWEST...

04

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 35540**  
 BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78,  
 AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAT  
 OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER  
 OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

 MSA CONSULTING, INC.

AUGUST - 2013

**NOTARY'S ACKNOWLEDGMENT**

STATE OF California )  
 ) S.S.  
 COUNTY OF MULTNOMAH )  
 ON THIS 27 DAY OF October 2014 BEFORE ME Tracy Sprague  
 A NOTARY PUBLIC PERSONALLY APPEARED

Joseph E. Weston AND  
 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: MY PRINCIPAL PLACE OF BUSINESS IS IN  
 SIGNATURE: Tracy Sprague Multnomah COUNTY  
 NOTARY PUBLIC IN AND FOR SAID STATE COMMISSION NO. 404650  
Tracy Sprague EXPIRATION DATE: 3-31-16  
 (PRINT NAME)

**SIGNATURE OMISSIONS**

PURSUANT TO SECTION 65436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE(S)  
 OF THE FOLLOWING OWNER(S) OF EASEMENTS AND/OR OTHER INTERESTS HAVE  
 BEEN OMITTED, AS THEIR INTERESTS CANNOT RISEN INTO FEE.

HEMET SAN JACINTO WINTER PARK AUTHORITY, HOLDER OF RIGHTS FOR ROADS AND  
 INCIDENTAL PURPOSES, PER RIGHT OF WAY ON FILE WITH THE BUREAU OF INDIAN  
 AFFAIRS.

LEON WELMAS, HOLDER OF RIGHTS FOR ROAD AND INCIDENTAL PURPOSES, PER RIGHT  
 OF WAY PLAT ON FILE WITH THE BUREAU OF INDIAN AFFAIRS, R/W NO. 375-394.

**EASEMENT NOTES**

△ AN EASEMENT IN FAVOR OF HEMET SAN JACINTO WINTER PARK AUTHORITY,  
 HOLDER OF RIGHTS FOR ROADS AND INCIDENTAL PURPOSES, PER RIGHT OF WAY  
 ON FILE WITH THE BUREAU OF INDIAN AFFAIRS.

△ AN EASEMENT IN FAVOR OF LEON WELMAS, HOLDER OF RIGHTS FOR ROAD AND  
 INCIDENTAL PURPOSES, PER RIGHT OF WAY PLAT ON FILE WITH THE BUREAU OF  
 INDIAN AFFAIRS, R/W NO. 375-394.

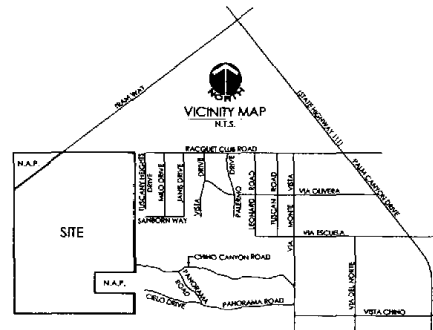
**NOTARY'S ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) S.S.  
 COUNTY OF \_\_\_\_\_ )  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BEFORE ME \_\_\_\_\_  
 A NOTARY PUBLIC PERSONALLY APPEARED

AND  
 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: MY PRINCIPAL PLACE OF BUSINESS IS IN  
 SIGNATURE: \_\_\_\_\_ COUNTY  
 NOTARY PUBLIC IN AND FOR SAID STATE COMMISSION NO. \_\_\_\_\_  
 (PRINT NAME) EXPIRATION DATE: \_\_\_\_\_



05

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 35540**

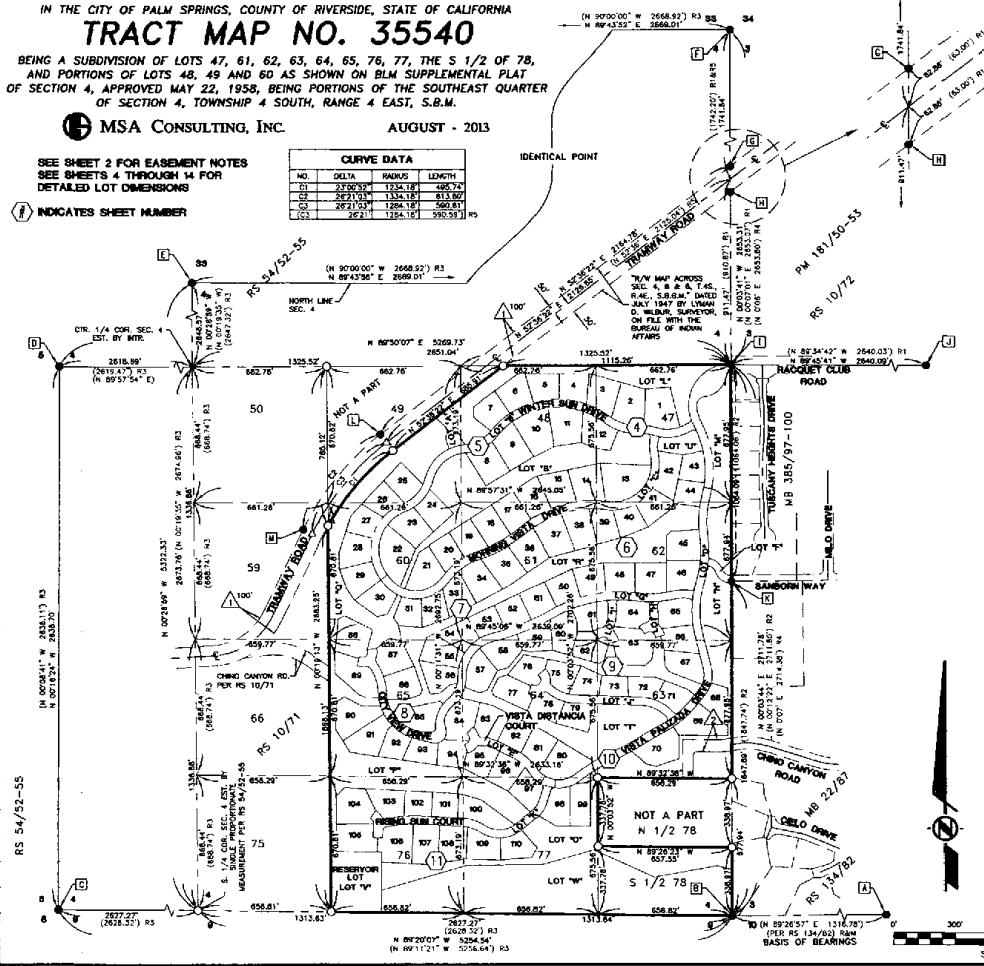
BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78, AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAT OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

**MSA CONSULTING, INC.** AUGUST - 2013

SEE SHEET 2 FOR EASEMENT NOTES  
 SEE SHEETS 4 THROUGH 14 FOR  
 DETAILED LOT DIMENSIONS

NO.	DELTA	RADIUS	LENGTH
1	72.00°	1324.18'	146.74'
2	282.10°	1324.18'	813.80'
3	282.10°	1284.18'	560.81'
4	282.10°	1284.18'	590.73'

INDICATES SHEET NUMBER



**SURVEYOR'S NOTES**

SHEET 3 OF 14 SHEETS

THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTHERLY LINE OF CONVEYMENT LOT 9 OF THE NORTHWEST QUARTER (1/4) OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., AS SHOWN ON RECORD OF SURVEY, ON FILE IN BOOK 134, AT PAGE 82, OF RECORDS OF SURVEY, OR, TAKEN AS: N 89°28'57" E

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 1" I.P. "P.L.S. 4989", FLUSH, UNLESS NOTED OTHERWISE
- △ INDICATES SET 1-1/2" BRASS DISK STAMPED "P.L.S. 4989", FLUSH, IN A.C. PAWT (REV. COO STD. TYPE "Y" MON.), UNLESS NOTED OTHERWISE
- (-) INDICATES RECORD DATA
- R1 INDICATES RECORD DATA PER PARCEL MAP NO. 23130, PNB 181/50-53
- R2 INDICATES RECORD DATA PER TRACT MAP NO. 28495, MB 385/97-100
- R3 INDICATES RECORD DATA PER RECORD OF SURVEY, RS 54/52-55
- R4 INDICATES RECORD DATA PER RECORD OF SURVEY, RS 10/72
- RS INDICATES RECORD DATA PER PLAT OF RIGHT-OF-WAY CROSSING INDIAN LANDS ENTITLED "TRIGHT OF WAY MAP ACROSS SECTIONS 4, 8 AND 6, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M." DATED JULY 1847 BY LYMAN D. WILBUR, SURVEYOR, ON FILE WITH THE BUREAU OF INDIAN AFFAIRS.
- ⊕ INDICATES CENTERLINE
- R/W INDICATES RIGHT-OF-WAY
- (R) INDICATES RADIAL BEARING
- RAW INDICATES RECORD & MEASURED DATA
- Ⓐ INDICATES 15' WIDE "NO BUILD EASEMENT" RETAINED HERON
- Ⓑ INDICATES 20'/24' WIDE "ACCESS/PURE EASEMENT" DEDICATED/RETAINED HERON
- Ⓒ INDICATES 10' WIDE "PUBLIC TRAIL EASEMENT" DEDICATED HERON
- SET NAIL AND TAG IN MON. STRIP CORNER ON THE PROLONGATION OF ALL SIDE LINES, STAMPED "P.L.S. 4989", AS APPROPRIATE, AT NEAR LOT CORNERS.
- SET 1" I.P. WITH PLASTIC PLUG STAMPED "P.L.S. 4989", FLUSH IN GROUND OR SET NAIL AND TAG IN ROCK, STAMPED "P.L.S. 4989", AS APPROPRIATE, AT NEAR LOT CORNERS. B.C.S., E.C.S. AND ANGLE POINTS, UNLESS OTHERWISE NOTED.
- TOTAL GROSS AREA = 110.851 ACRES
- RESIDENTIAL/NUMBERED LOTS = 110 LOTS
- LETTERED PRIVATE STREET LOTS = 11 LOTS
- OPEN SPACE LOTS = 11 LOTS
- WATER RESERVOIR SITE LOTS = 1 LOT

**MONUMENT NOTES**

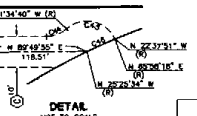
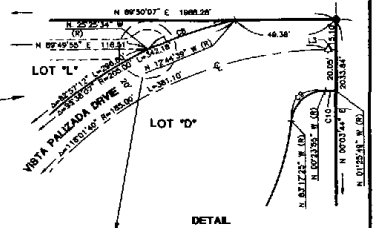
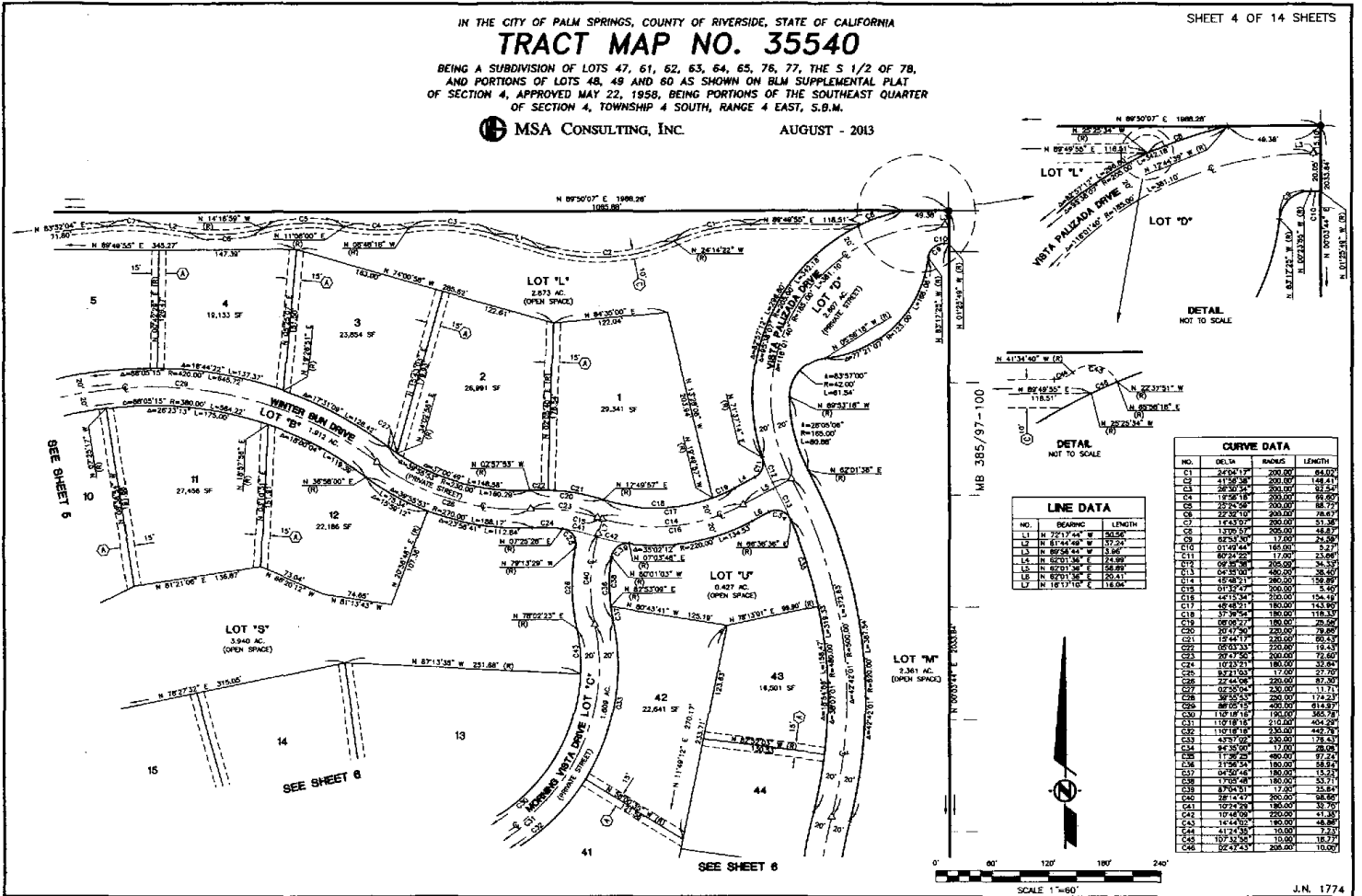
- A) FD. 1" I.P. W/TAG, "ICE 26401", UP 0.1', PER RS 134/82, ACCEPTED AS THE NE COR. OF CORN. LOT 9 OF THE NW 1/4 OF SEC. 10
- B) FD. 1" I.P. W/TAG, "ICE 26401", ON 0.2', PER RS 134/82 & MB 385/97-100, ACCEPTED AS THE SE COR. OF SEC. 4
- C) FD. 1-1/2" I.P. W/2-1/2" OLD BR. DISK STAMP, "53/54/55/56", UP 2.0', PER RS 54/52-55, ACCEPTED AS THE SW COR. OF SEC. 4
- D) FD. 8x108" GRANITE STONE, UP 0.3', W/1/4" MARKED ON WEST FACE, PER RS 54/52-55 & RS 10/71, ACCEPTED AS THE N. 1/4 COR. OF SEC. 4
- E) FD. 1-1/2" I.P. W/2-1/2" OLD BR. DISK STAMP, "54/53 1917", UP 1.2', PER RS 54/52-55, ACCEPTED AS THE N. 1/4 COR. OF SEC. 4
- F) FD. 2" I.P. W/2" BR. CAP STAMP, "S 1/2 78 53/54/55/56", UP 1.2', PER PNB 181/50-53, ACCEPTED AS THE NE COR. OF SEC. 4
- G) FD. 1" I.P. W/PINUS PLUG STAMP, "ICE 25688", UP 0.1' PER PNB 181/50-53, ACCEPTED AS THE NORTH R/W OF TRAMWAY ROAD AT THE EAST LINE SEC. 4
- H) FD. 1" I.P. W/PINUS PLUG STAMP, "ICE 25688", UP 0.1' PER PNB 181/50-53, ACCEPTED AS THE SOUTH R/W OF TRAMWAY ROAD AT THE EAST LINE SEC. 4
- I) FD. 1" I.P. W/PINUS PLUG STAMP, "ICE 23294", FLUSH W/LINE ONLY TIES, NO REF. ACCEPTED AS REPLACEMENT MONUMENT AFTER STREET IMPROVEMENTS, TO REPLACE 2" I.P. TAGGED "ICE 23888", SET PER PNB 181/50-53 AND FD. PER MB 385/97-100 FOR E. 1/4 COR. OF SEC. 4
- J) FD. 1-1/2" BRASS DISK STAMP, "ICE 25688", FLUSH, PER PNB 181/50-53, ACCEPTED AS CTR 1/4 SEC. 3
- K) FD. 3/4" I.P. NO TAG, UP 0.5', PER MB 385/97-100, ACCEPTED AS SW CORNER OF MB 385/97-100, AFFIXED TAG, "P.L.S. 4989"
- L) FD. 3/4" I.P. W/TAG "ICE 9678", FLUSH, NO REF. ACCEPTED AS B.C. ON NORTH R/W OF TRAMWAY ROAD.
- M) FD. 3/4" I.P. W/TAG "ICE 9678", FLUSH, NO REF. ACCEPTED AS E.C. ON NORTH R/W OF TRAMWAY ROAD.

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 35540**  
 BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78,  
 AND PORTIONS OF LOTS 48, 49 AND 80 AS SHOWN ON BLM SUPPLEMENTAL PLAT  
 OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER  
 OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

SHEET 4 OF 14 SHEETS

MSA CONSULTING, INC.

AUGUST - 2013

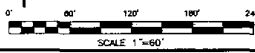


**LINE DATA**

NO.	BEARING	LENGTH
L1	N 251°17' W	34.52
L2	N 61°44' W	37.24
L3	N 89°28' E	11.46
L4	N 82°01' W	24.89
L5	N 82°01' W	58.89
L6	N 82°01' W	10.41
L7	N 16°17' E	18.04

**CURVE DATA**

NO.	DELTA	ADIUS	LENGTH
C1	34°01'17"	208.00	64.02
C2	21°58'30"	208.00	144.41
C3	18°28'18"	208.00	32.24
C4	19°28'18"	208.00	68.80
C5	23°32'09"	208.00	88.77
C6	22°32'10"	208.00	78.87
C7	14°43'07"	208.00	51.38
C8	13°09'07"	208.00	44.87
C9	08°54'30"	17.00	24.26
C10	01°49'44"	160.00	5.17
C11	00°59'28"	17.00	23.86
C12	04°58'00"	208.00	36.37
C13	04°58'00"	480.00	36.37
C14	18°28'18"	208.00	158.89
C15	01°32'47"	208.00	5.40
C16	44°15'31"	208.00	124.16
C17	46°15'31"	180.00	124.80
C18	37°36'54"	180.00	118.33
C19	08°09'27"	180.00	29.56
C20	09°17'30"	220.00	79.89
C21	12°41'17"	220.00	65.53
C22	09°03'33"	220.00	19.43
C23	38°47'55"	208.00	72.67
C24	12°12'21"	180.00	33.08
C25	92°15'31"	180.00	27.09
C26	32°44'04"	220.00	81.20
C27	02°20'04"	230.00	11.71
C28	38°52'53"	208.00	172.23
C29	38°52'53"	400.00	81.37
C30	11°01'18"	180.00	36.73
C31	11°01'18"	210.00	404.28
C32	11°01'18"	230.00	442.79
C33	43°17'02"	240.00	174.43
C34	34°38'09"	170.00	280.02
C35	17°28'02"	480.00	12.24
C36	11°28'02"	180.00	58.84
C37	04°58'44"	180.00	15.33
C38	17°05'48"	180.00	53.71
C39	17°05'48"	180.00	53.71
C40	87°04'51"	17.00	23.84
C41	38°47'54"	208.00	36.80
C42	12°22'29"	180.00	39.70
C43	17°44'00"	220.00	41.85
C44	14°47'00"	180.00	48.88
C45	10°51'50"	10.00	16.37
C46	22°47'43"	208.00	10.00



J.N. 1774

07

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 35540**  
 BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78,  
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 OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHWEST QUARTER  
 OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

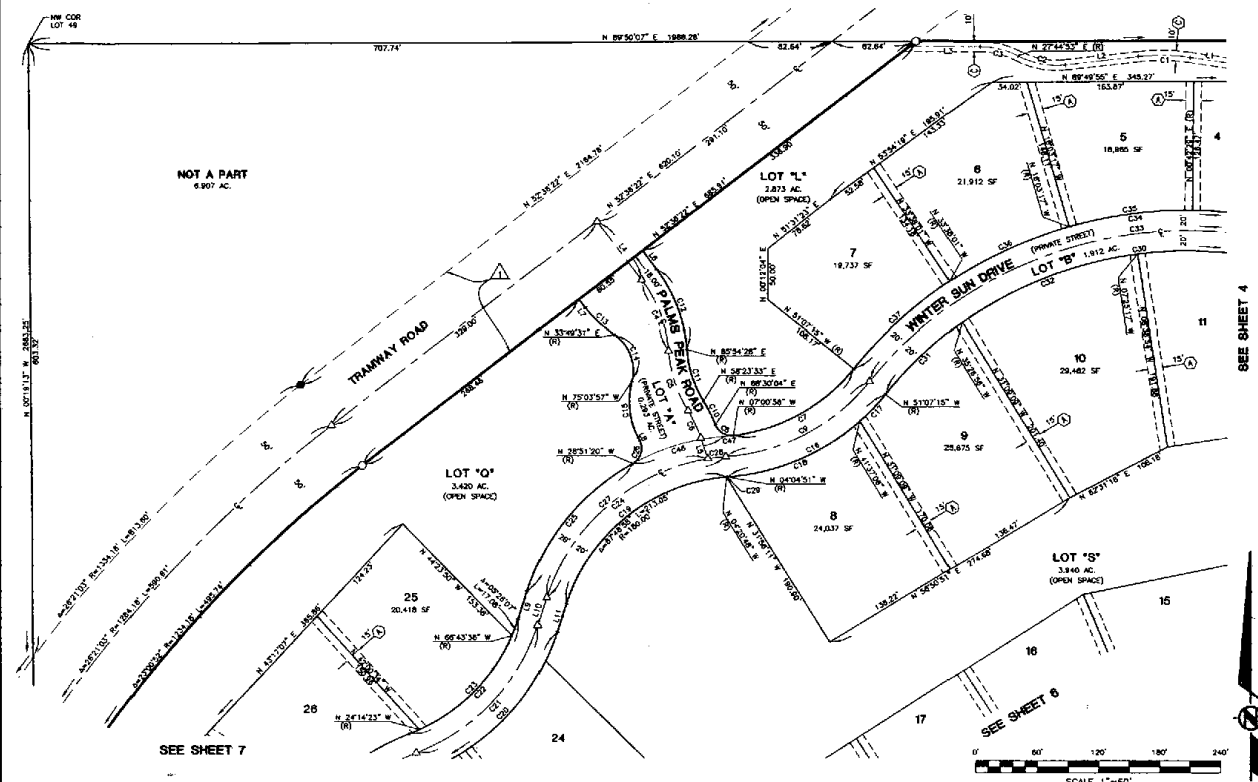
**MSA CONSULTING, INC.**

AUGUST - 2013

SHEET 5 OF 14 SHEETS

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	14°45'07"	200.00'	51.36'
C2	30°00'00"	80.00'	47.88'
C3	27°42'52"	80.00'	38.70'
C4	53°18'28"	130.00'	73.31'
C5	37°30'59"	130.00'	65.43'
C6	15°08'59"	130.00'	26.14'
C7	42°06'17"	180.00'	136.26'
C8	29°31'02"	17.00'	22.41'
C9	47°02'24"	200.00'	144.00'
C10	102°00'31"	148.00'	28.11'
C11	72°30'00"	112.00'	53.18'
C12	53°18'28"	148.00'	88.04'
C13	18°48'00"	178.00'	38.47'
C14	71°00'00"	42.00'	25.17'
C15	43°56'42"	78.00'	37.08'
C16	47°02'24"	200.00'	144.00'
C17	09°30'08"	250.00'	36.49'
C18	132°11'18"	200.00'	144.13'
C19	88°18'02"	180.00'	213.88'
C20	51°28'54"	200.00'	147.25'
C21	51°28'54"	200.00'	179.26'
C22	51°28'54"	180.00'	181.43'
C23	62°09'13"	180.00'	133.44'
C24	48°04'52"	200.00'	237.85'
C25	62°18'24"	200.00'	166.90'
C26	88°18'02"	17.00'	26.15'
C27	62°18'24"	200.00'	166.90'
C28	02°06'11"	200.00'	17.81'
C29	09°11'57"	180.00'	0.94'
C30	89°01'13"	180.00'	84.72'
C31	18°48'17"	380.00'	103.94'
C32	62°18'24"	200.00'	166.90'
C33	88°18'02"	400.00'	614.37'
C34	88°18'02"	400.00'	614.37'
C35	18°48'48"	420.00'	122.88'
C36	17°22'14"	420.00'	128.80'
C37	17°22'14"	420.00'	128.80'
C38	29°48'59"	200.00'	85.13'
C39	02°06'11"	60.00'	8.22'

LINE DATA		
NO.	BEARING	LENGTH
L1	N 87°42'00" W	37.24'
L2	N 87°33'00" W	71.80'
L3	N 89°50'00" W	89.17'
L4	N 37°42'00" W	72.16'
L5	N 18°28'26" W	21.80'
L6	N 37°42'00" W	22.16'
L7	N 37°42'00" W	19.23'
L8	N 39°58'47" W	2.45'
L9	N 17°22'14" W	28.63'
L10	N 17°22'14" W	88.63'
L11	N 17°22'14" W	88.63'





IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 35540**  
 BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78,  
 AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAT  
 OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER  
 OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

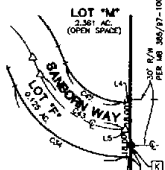
**MSA CONSULTING, INC.**

AUGUST - 2013

SHEET 6 OF 14 SHEETS

CURVE DATA			
NO.	DATA	RADIUS	LENGTH
C1	242.01	500.00	377.43
C2	380.01	480.00	316.33
C3	02.25.04	480.00	63.87
C4	32.48.09	230.00	205.78
C5	02.25.04	530.00	38.44
C6	17.10.35	530.00	110.31
C7	04.28.10	530.00	38.41
C8	24.28.10	530.00	110.31
C9	25.11.01	500.00	219.77
C10	12.59.31	200.00	182.13
C11	11.11.14	500.00	87.82
C12	20.11.11	450.00	110.38
C13	12.30.58	480.00	113.33
C14	11.42.04	480.00	37.55
C15	31.13.50	500.00	222.28
C16	04.18.31	500.00	22.51
C17	04.13.28	200.00	39.20
C18	02.02.57	17.00	25.53
C19	22.00.00	200.00	62.88
C20	22.00.00	200.00	77.13
C21	12.23.41	200.00	86.14
C22	02.20.17	500.00	82.80
C23	11.42.04	480.00	37.55
C24	20.20.58	480.00	114.80
C25	02.30.18	480.00	26.38
C26	10.14.47	550.00	121.78
C28	23.28.11	880.00	211.08
C29	02.20.17	500.00	82.80
C30	22.20.30	750.00	222.80
C31	22.20.30	750.00	280.78
C32	12.23.41	200.00	11.80
C33	02.23.41	200.00	86.14
C34	02.23.41	200.00	86.14
C35	02.23.41	200.00	86.14
C36	02.23.41	200.00	86.14
C37	02.23.41	200.00	86.14
C38	02.23.41	200.00	86.14
C39	02.23.41	200.00	86.14
C40	02.23.41	200.00	86.14
C41	02.23.41	200.00	86.14
C42	02.23.41	200.00	86.14
C43	02.23.41	200.00	86.14
C44	02.23.41	200.00	86.14
C45	02.23.41	200.00	86.14
C46	02.23.41	200.00	86.14
C47	02.23.41	200.00	86.14
C48	02.23.41	200.00	86.14
C49	02.23.41	200.00	86.14
C50	02.23.41	200.00	86.14

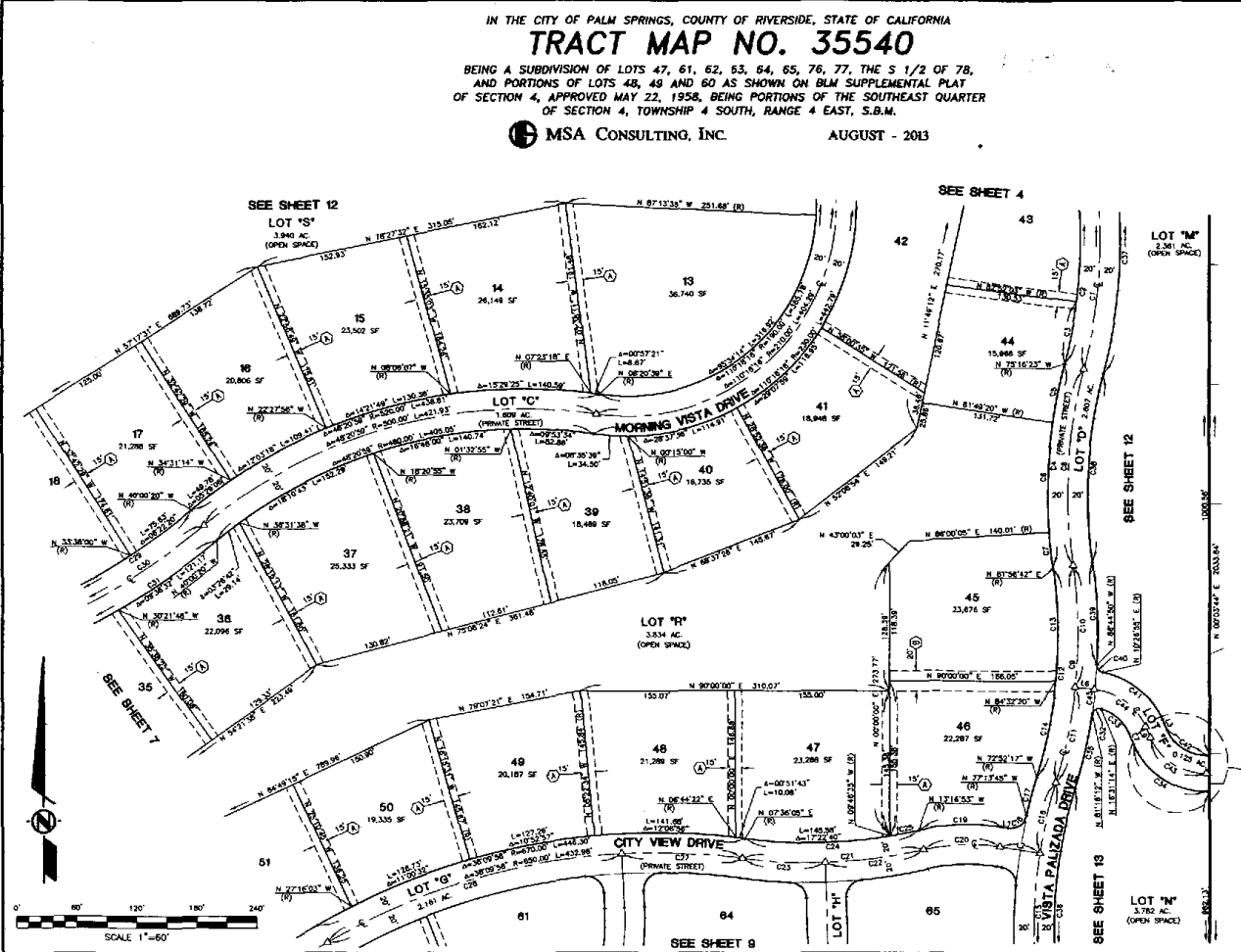
LINE DATA		
NO.	BEARING	LENGTH
L1	N 34°11'00" W	6.56
L2	N 01°17'00" W	140.50
L3	N 23°00'00" W	12.50
L4	N 08°18'15" W	15.34
L5	N 08°18'15" W	15.34
L6	N 08°18'15" W	15.34
L7	N 08°18'15" W	15.34
L8	N 08°18'15" W	15.34
L9	N 08°18'15" W	15.34
L10	N 08°18'15" W	15.34



LOT "M"  
 3.88 AC.  
 (OPEN SPACE)

DETAIL  
 NOT TO SCALE

J.N. 1774



60

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

# TRACT MAP NO. 35540

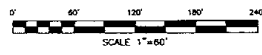
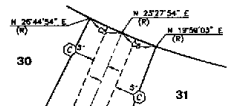
BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78, AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAT OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

MSA CONSULTING, INC.

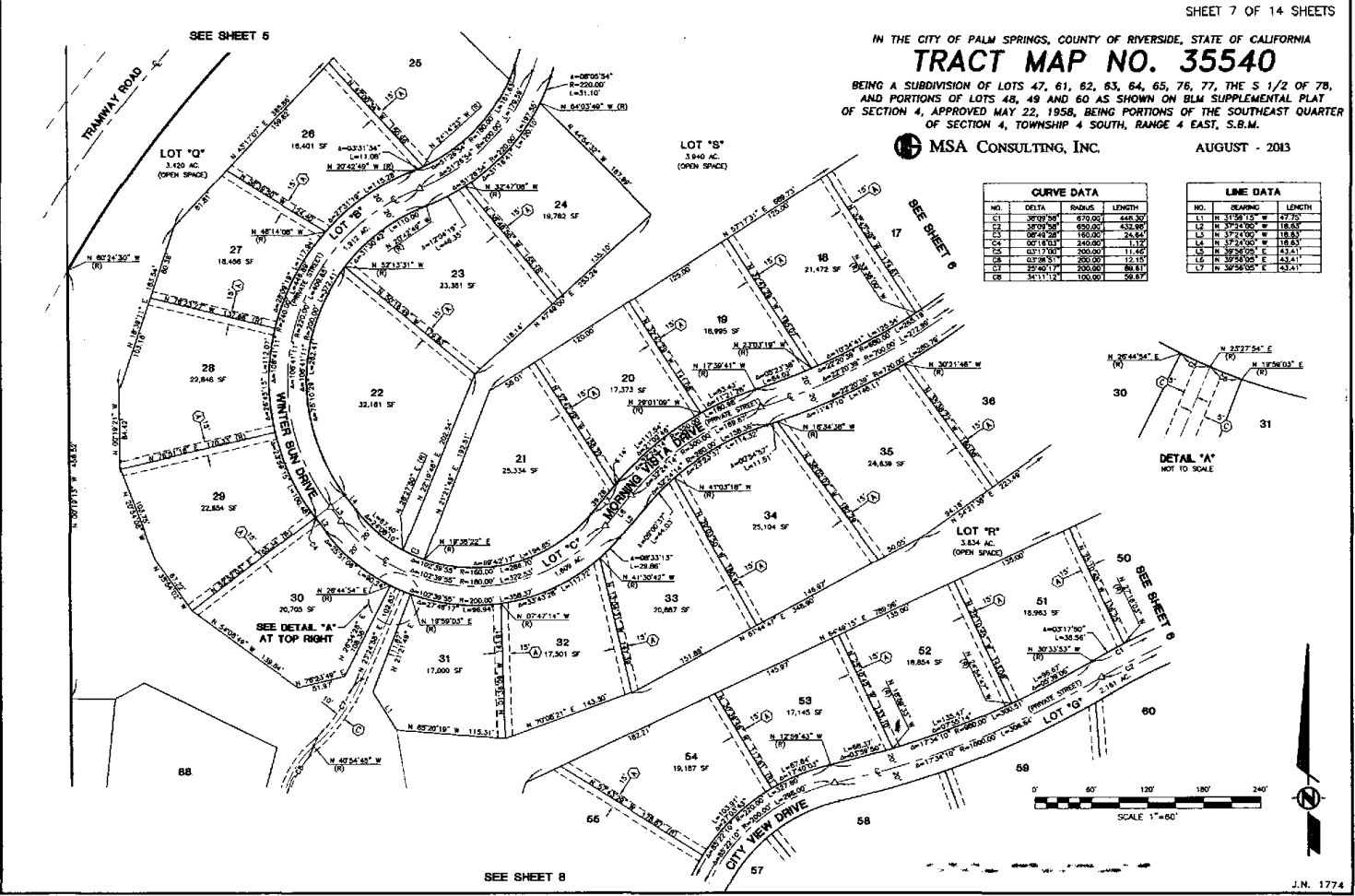
AUGUST - 2013

CURVE DATA			
NO.	DATA	RADIUS	LENGTH
C1	369.50'	970.00'	448.30'
C2	287.50'	650.00'	432.90'
C3	109.00'	150.00'	24.64'
C4	107.10'	340.00'	11.12'
C5	137.700'	700.00'	11.44'
C6	137.385'	200.00'	12.15'
C7	22.90114'	200.00'	88.81'
C8	34.11514'	100.00'	28.81'

LINE DATA		
NO.	BEARING	LENGTH
L1	N 31.50'15" W	47.70'
L2	N 37.21'00" W	116.23'
L3	N 37.21'00" W	119.53'
L4	N 37.21'00" W	119.53'
L5	N 37.21'00" W	119.53'
L6	N 37.21'00" W	119.53'
L7	N 37.21'00" W	119.53'



J.N. 1774

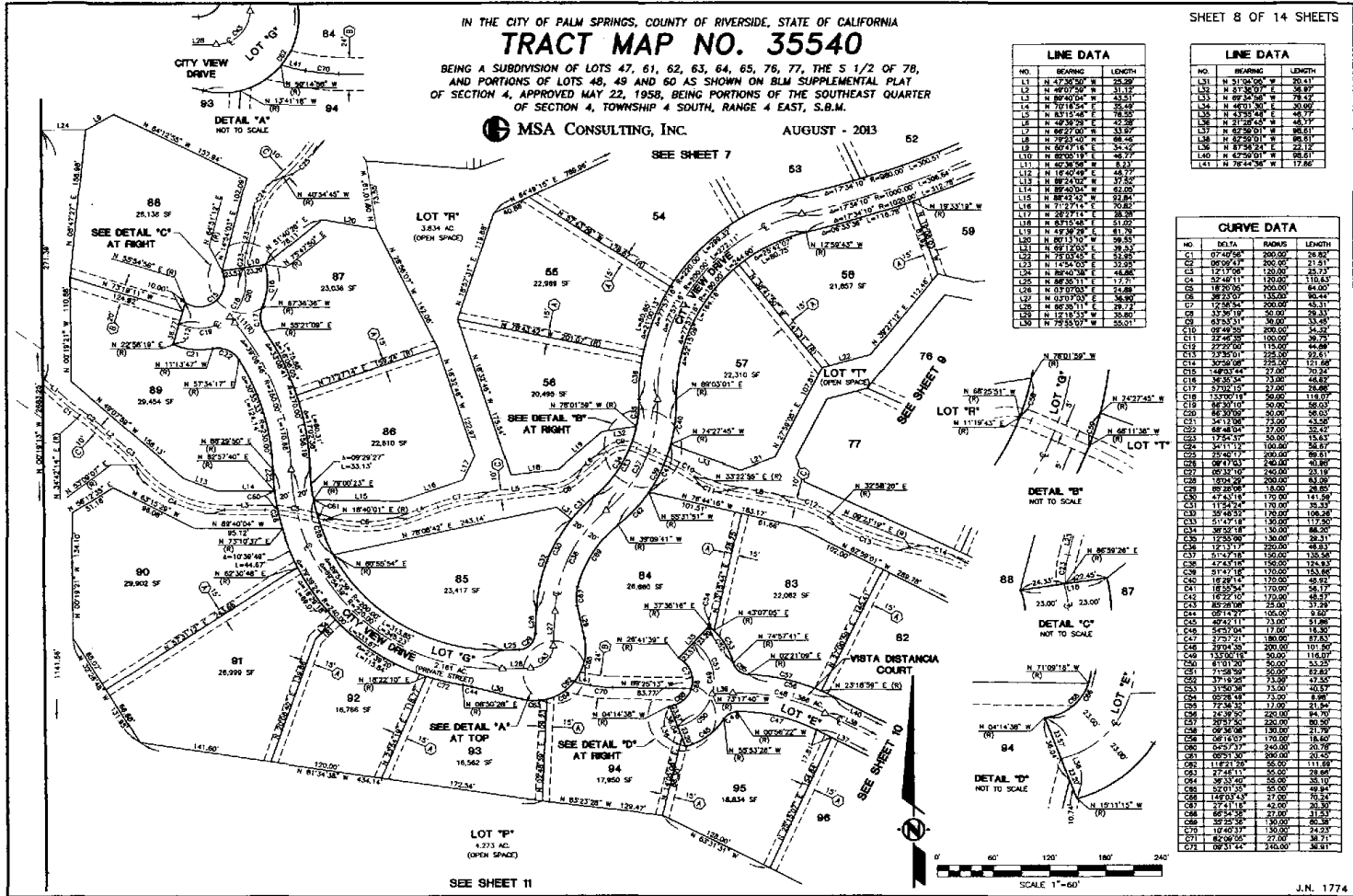


IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 35540**  
 BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78,  
 AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAY  
 OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER  
 OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

MSA CONSULTING, INC.

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SHEET 8 OF 14 SHEETS



LINE DATA		
NO.	BEARING	LENGTH
L1	N 42°30'00" E	25.20'
L2	N 48°00'00" E	33.15'
L3	N 89°40'00" W	43.21'
L4	N 78°18'54" E	25.49'
L5	N 83°15'48" E	78.20'
L6	N 47°45'20" E	42.29'
L7	N 88°27'00" E	33.87'
L8	N 72°15'00" E	68.44'
L9	N 68°47'18" E	54.42'
L10	N 80°00'18" E	48.77'
L11	N 88°28'36" E	63.33'
L12	N 18°40'00" E	48.77'
L13	N 88°24'00" E	37.92'
L14	N 89°40'00" W	62.00'
L15	N 88°42'00" E	23.84'
L16	N 71°27'14" E	70.82'
L17	N 28°27'14" E	28.20'
L18	N 83°15'00" E	33.02'
L19	N 47°30'24" E	41.70'
L20	N 88°11'30" W	38.53'
L21	N 69°12'00" E	29.32'
L22	N 72°03'00" E	53.25'
L23	N 14°35'00" E	33.35'
L24	N 88°40'00" E	44.86'
L25	N 09°07'00" E	24.88'
L26	N 01°07'00" E	26.90'
L27	N 88°35'11" E	28.72'
L28	N 12°15'30" W	23.85'
L29	N 78°35'07" W	55.01'

LINE DATA		
NO.	BEARING	LENGTH
L31	N 31°00'00" E	20.11'
L32	N 81°00'00" E	28.87'
L33	N 89°34'36" W	78.20'
L34	N 40°11'30" E	20.95'
L35	N 43°35'48" E	48.77'
L36	N 27°18'24" E	48.77'
L37	N 82°36'00" E	38.81'
L38	N 82°36'00" E	38.81'
L39	N 87°58'24" E	22.15'
L40	N 42°30'00" E	18.81'
L41	N 74°44'36" W	17.86'

CURVE DATA			
NO.	DATA	RADIUS	LENGTH
C1	07°07'00"	900.00'	29.87'
C2	09°09'00"	200.00'	21.51'
C3	12°15'00"	100.00'	23.73'
C4	42°40'11"	120.00'	110.63'
C5	18°00'00"	700.00'	64.00'
C6	09°07'00"	100.00'	32.44'
C7	12°36'54"	200.00'	45.31'
C8	09°07'00"	100.00'	32.44'
C9	43°53'11"	30.00'	33.49'
C10	22°46'28"	100.00'	36.78'
C11	22°46'28"	100.00'	36.78'
C12	33°00'00"	125.00'	32.61'
C13	30°00'00"	225.00'	127.68'
C14	30°00'00"	225.00'	127.68'
C15	30°00'00"	225.00'	127.68'
C16	30°00'00"	225.00'	127.68'
C17	30°00'00"	225.00'	127.68'
C18	30°00'00"	225.00'	127.68'
C19	30°00'00"	225.00'	127.68'
C20	30°00'00"	225.00'	127.68'
C21	30°00'00"	225.00'	127.68'
C22	30°00'00"	225.00'	127.68'
C23	30°00'00"	225.00'	127.68'
C24	30°00'00"	225.00'	127.68'
C25	30°00'00"	225.00'	127.68'
C26	30°00'00"	225.00'	127.68'
C27	30°00'00"	225.00'	127.68'
C28	30°00'00"	225.00'	127.68'
C29	30°00'00"	225.00'	127.68'
C30	30°00'00"	225.00'	127.68'
C31	30°00'00"	225.00'	127.68'
C32	30°00'00"	225.00'	127.68'
C33	30°00'00"	225.00'	127.68'
C34	30°00'00"	225.00'	127.68'
C35	30°00'00"	225.00'	127.68'
C36	30°00'00"	225.00'	127.68'
C37	30°00'00"	225.00'	127.68'
C38	30°00'00"	225.00'	127.68'
C39	30°00'00"	225.00'	127.68'
C40	30°00'00"	225.00'	127.68'
C41	30°00'00"	225.00'	127.68'
C42	30°00'00"	225.00'	127.68'
C43	30°00'00"	225.00'	127.68'
C44	30°00'00"	225.00'	127.68'
C45	30°00'00"	225.00'	127.68'
C46	30°00'00"	225.00'	127.68'
C47	30°00'00"	225.00'	127.68'
C48	30°00'00"	225.00'	127.68'
C49	30°00'00"	225.00'	127.68'
C50	30°00'00"	225.00'	127.68'
C51	30°00'00"	225.00'	127.68'
C52	30°00'00"	225.00'	127.68'
C53	30°00'00"	225.00'	127.68'
C54	30°00'00"	225.00'	127.68'
C55	30°00'00"	225.00'	127.68'
C56	30°00'00"	225.00'	127.68'
C57	30°00'00"	225.00'	127.68'
C58	30°00'00"	225.00'	127.68'
C59	30°00'00"	225.00'	127.68'
C60	30°00'00"	225.00'	127.68'
C61	30°00'00"	225.00'	127.68'
C62	30°00'00"	225.00'	127.68'
C63	30°00'00"	225.00'	127.68'
C64	30°00'00"	225.00'	127.68'
C65	30°00'00"	225.00'	127.68'
C66	30°00'00"	225.00'	127.68'
C67	30°00'00"	225.00'	127.68'
C68	30°00'00"	225.00'	127.68'
C69	30°00'00"	225.00'	127.68'
C70	30°00'00"	225.00'	127.68'
C71	30°00'00"	225.00'	127.68'
C72	30°00'00"	225.00'	127.68'

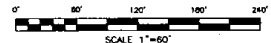
IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

**TRACT MAP NO. 35540**

BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78, AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAT OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

MSA CONSULTING, INC.

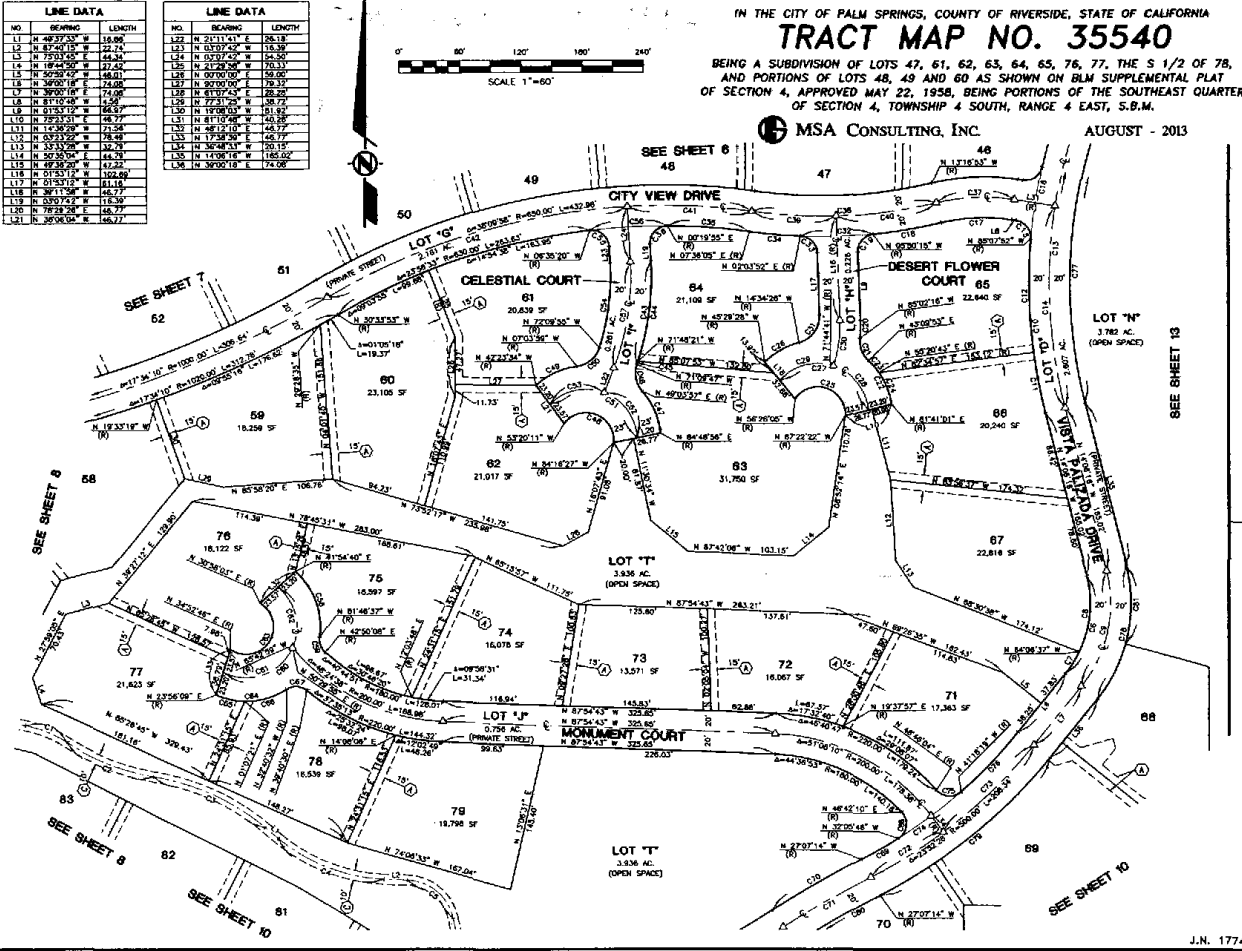
AUGUST - 2013



CURVE DATA			
NO.	DATA	RADIUS	LENGTH
C1	22.2250	115.00	44.89
C2	22.2250	115.00	44.89
C3	22.2250	115.00	44.89
C4	22.2250	115.00	44.89
C5	22.2250	115.00	44.89
C6	22.2250	115.00	44.89
C7	22.2250	115.00	44.89
C8	22.2250	115.00	44.89
C9	22.2250	115.00	44.89
C10	22.2250	115.00	44.89
C11	22.2250	115.00	44.89
C12	22.2250	115.00	44.89
C13	22.2250	115.00	44.89
C14	22.2250	115.00	44.89
C15	22.2250	115.00	44.89
C16	22.2250	115.00	44.89
C17	22.2250	115.00	44.89
C18	22.2250	115.00	44.89
C19	22.2250	115.00	44.89
C20	22.2250	115.00	44.89
C21	22.2250	115.00	44.89
C22	22.2250	115.00	44.89
C23	22.2250	115.00	44.89
C24	22.2250	115.00	44.89
C25	22.2250	115.00	44.89
C26	22.2250	115.00	44.89
C27	22.2250	115.00	44.89
C28	22.2250	115.00	44.89
C29	22.2250	115.00	44.89
C30	22.2250	115.00	44.89
C31	22.2250	115.00	44.89
C32	22.2250	115.00	44.89
C33	22.2250	115.00	44.89
C34	22.2250	115.00	44.89
C35	22.2250	115.00	44.89
C36	22.2250	115.00	44.89
C37	22.2250	115.00	44.89
C38	22.2250	115.00	44.89
C39	22.2250	115.00	44.89
C40	22.2250	115.00	44.89
C41	22.2250	115.00	44.89
C42	22.2250	115.00	44.89
C43	22.2250	115.00	44.89
C44	22.2250	115.00	44.89
C45	22.2250	115.00	44.89
C46	22.2250	115.00	44.89
C47	22.2250	115.00	44.89
C48	22.2250	115.00	44.89
C49	22.2250	115.00	44.89
C50	22.2250	115.00	44.89
C51	22.2250	115.00	44.89
C52	22.2250	115.00	44.89
C53	22.2250	115.00	44.89
C54	22.2250	115.00	44.89
C55	22.2250	115.00	44.89
C56	22.2250	115.00	44.89
C57	22.2250	115.00	44.89
C58	22.2250	115.00	44.89
C59	22.2250	115.00	44.89
C60	22.2250	115.00	44.89
C61	22.2250	115.00	44.89
C62	22.2250	115.00	44.89
C63	22.2250	115.00	44.89
C64	22.2250	115.00	44.89
C65	22.2250	115.00	44.89
C66	22.2250	115.00	44.89
C67	22.2250	115.00	44.89
C68	22.2250	115.00	44.89
C69	22.2250	115.00	44.89
C70	22.2250	115.00	44.89
C71	22.2250	115.00	44.89
C72	22.2250	115.00	44.89
C73	22.2250	115.00	44.89
C74	22.2250	115.00	44.89
C75	22.2250	115.00	44.89
C76	22.2250	115.00	44.89
C77	22.2250	115.00	44.89
C78	22.2250	115.00	44.89
C79	22.2250	115.00	44.89
C80	22.2250	115.00	44.89
C81	22.2250	115.00	44.89

LINE DATA		
NO.	BEARING	LENGTH
L1	N 48°27'53" W	16.89
L2	N 87°40'15" W	22.74
L3	N 75°33'05" E	49.34
L4	N 88°44'50" W	27.42
L5	N 75°50'00" E	48.81
L6	N 36°00'18" E	79.33
L7	N 36°00'18" E	79.33
L8	N 87°10'18" W	1.58
L9	N 01°31'12" W	86.57
L10	N 75°25'01" E	68.77
L11	N 1°36'59" W	71.54
L12	N 03°23'22" E	78.98
L13	N 1°36'59" W	71.54
L14	N 87°10'18" W	1.58
L15	N 36°00'18" E	79.33
L16	N 36°00'18" E	79.33
L17	N 01°31'12" W	86.57
L18	N 75°25'01" E	68.77
L19	N 1°36'59" W	71.54
L20	N 03°23'22" E	78.98
L21	N 1°36'59" W	71.54
L22	N 87°10'18" W	1.58

LINE DATA		
NO.	BEARING	LENGTH
L23	N 21°11'41" E	26.18
L24	N 03°07'22" W	15.20
L25	N 03°07'22" W	15.20
L26	N 21°11'41" E	26.18
L27	N 30°30'00" W	79.33
L28	N 03°07'22" W	15.20
L29	N 30°30'00" W	79.33
L30	N 03°07'22" W	15.20
L31	N 21°11'41" E	26.18
L32	N 03°07'22" W	15.20
L33	N 03°07'22" W	15.20
L34	N 21°11'41" E	26.18
L35	N 30°30'00" W	79.33
L36	N 03°07'22" W	15.20
L37	N 30°30'00" W	79.33
L38	N 03°07'22" W	15.20
L39	N 21°11'41" E	26.18
L40	N 03°07'22" W	15.20
L41	N 30°30'00" W	79.33
L42	N 03°07'22" W	15.20



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

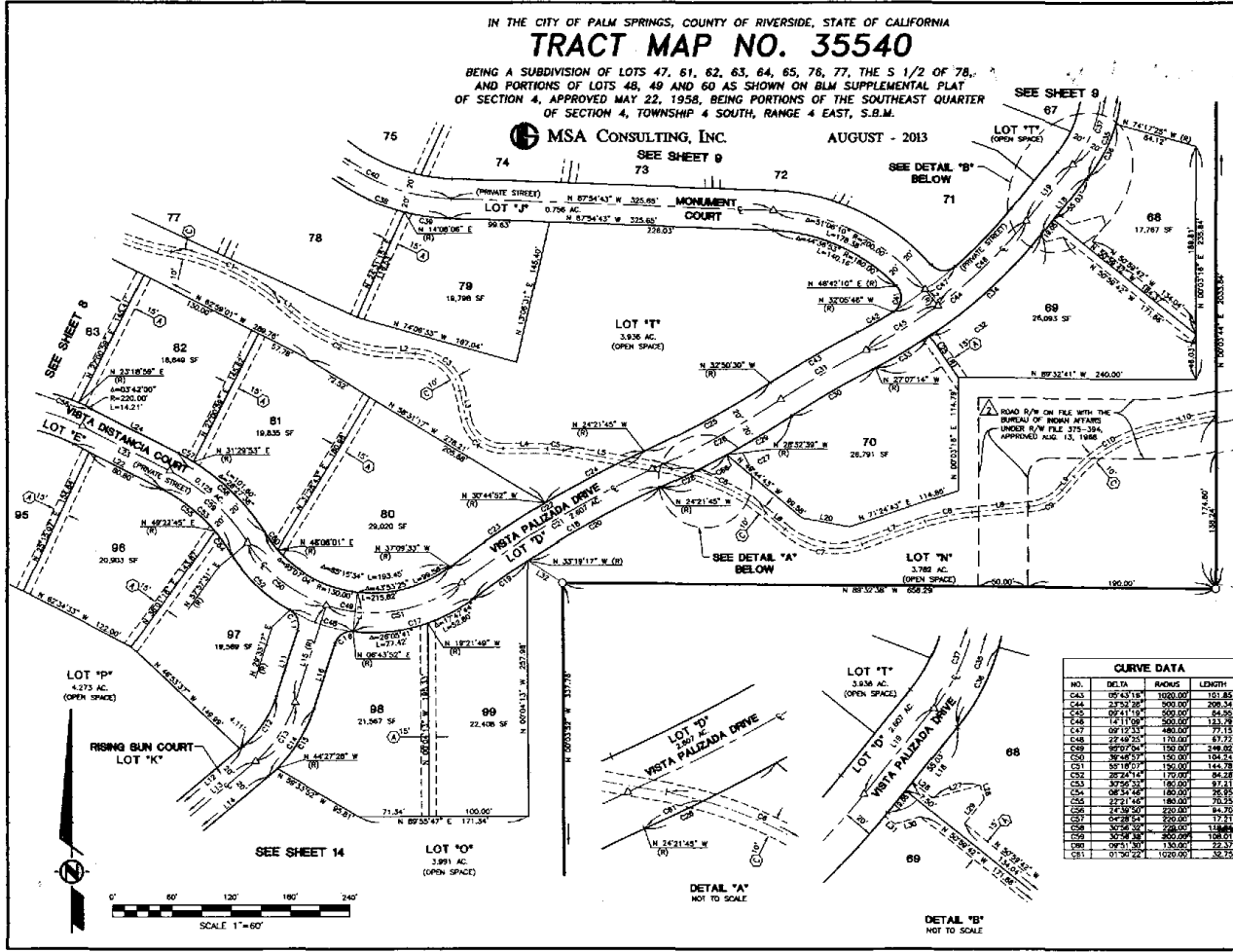
# TRACT MAP NO. 35540

BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78, AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAT OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

MSA CONSULTING, INC.

AUGUST - 2013

SHEET 10 OF 14 SHEETS



LINE DATA		
NO.	BEARING	LENGTH
L1	N 49°33'30" W	16.86'
L2	N 87°45'00" W	15.77'
L3	N 11°58'30" W	28.20'
L4	N 82°30'00" W	15.77'
L5	N 70°30'00" W	15.11'
L6	N 49°44'45" W	25.11'
L7	N 70°30'00" W	15.11'
L8	N 84°30'30" E	34.89'
L9	N 87°45'00" W	15.77'
L10	N 78°00'00" E	62.00'
L11	N 89°00'00" E	58.99'
L12	N 62°12'22" E	84.35'
L13	N 50°12'22" E	84.35'
L14	N 74°12'22" E	84.35'
L15	N 12°00'00" W	44.30'
L16	N 12°00'00" W	89.97'
L17	N 87°45'00" W	15.77'
L18	N 30°00'00" E	74.08'
L19	N 30°00'00" E	74.08'
L20	N 22°24'16" W	48.82'
L21	N 22°24'16" W	20.15'
L22	N 87°45'00" W	15.77'
L23	N 87°45'00" W	15.77'
L24	N 87°45'00" W	15.77'
L25	N 30°00'00" E	50.39'
L26	N 30°00'00" E	50.39'
L27	N 74°12'22" E	32.82'
L28	N 12°00'00" W	10.00'
L29	N 87°45'00" W	15.77'
L30	N 87°45'00" W	15.77'
L31	N 87°45'00" W	15.77'
L32	N 37°31'00" W	41.60'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	32°52'00"	220.00'	121.80'
C2	25°24'11"	280.00'	153.44'
C3	17°02'00"	300.00'	161.51'
C4	30°18'41"	200.00'	102.81'
C5	26°19'08"	200.00'	102.81'
C6	13°22'54"	250.00'	127.88'
C7	13°22'54"	250.00'	127.88'
C8	13°22'54"	250.00'	127.88'
C9	13°22'54"	250.00'	127.88'
C10	37°34'55"	150.00'	91.80'
C11	28°02'11"	170.00'	112.52'
C12	33°10'48"	110.00'	61.80'
C13	33°10'48"	110.00'	61.80'
C14	33°10'48"	110.00'	61.80'
C15	27°25'58"	150.00'	111.71'
C16	78°35'18"	170.00'	211.31'
C17	43°51'25"	170.00'	130.23'
C18	17°12'42"	200.00'	112.85'
C19	03°20'12"	800.00'	80.50'
C20	08°12'42"	800.00'	85.23'
C21	17°12'42"	100.00'	22.81'
C22	17°12'42"	100.00'	22.81'
C23	08°12'42"	100.00'	114.14'
C24	08°12'42"	100.00'	113.87'
C25	08°12'42"	100.00'	113.87'
C26	08°12'42"	100.00'	113.87'
C27	08°12'42"	100.00'	113.87'
C28	04°10'54"	100.00'	74.44'
C29	04°10'54"	100.00'	74.44'
C30	04°10'54"	100.00'	74.44'
C31	04°10'54"	100.00'	74.44'
C32	04°10'54"	100.00'	74.44'
C33	04°10'54"	100.00'	74.44'
C34	04°10'54"	100.00'	74.44'
C35	04°10'54"	100.00'	74.44'
C36	04°10'54"	100.00'	74.44'
C37	04°10'54"	100.00'	74.44'
C38	04°10'54"	100.00'	74.44'
C39	04°10'54"	100.00'	74.44'
C40	04°10'54"	100.00'	74.44'
C41	03°12'00"	170.00'	20.25'
C42	04°58'33"	480.00'	41.84'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C43	05°43'18"	1000.00'	151.85'
C44	23°52'00"	500.00'	298.34'
C45	09°11'10"	500.00'	84.50'
C46	18°11'08"	500.00'	151.93'
C47	09°11'10"	480.00'	77.15'
C48	23°52'00"	170.00'	67.75'
C49	05°43'18"	150.00'	248.02'
C50	05°43'18"	150.00'	104.74'
C51	05°43'18"	150.00'	144.79'
C52	05°43'18"	150.00'	84.24'
C53	05°43'18"	150.00'	81.81'
C54	05°43'18"	150.00'	81.81'
C55	05°43'18"	150.00'	81.81'
C56	05°43'18"	150.00'	81.81'
C57	05°43'18"	150.00'	81.81'
C58	05°43'18"	150.00'	81.81'
C59	05°43'18"	150.00'	81.81'
C60	05°43'18"	150.00'	81.81'
C61	05°43'18"	150.00'	81.81'
C62	05°43'18"	150.00'	81.81'
C63	05°43'18"	150.00'	81.81'
C64	05°43'18"	150.00'	81.81'
C65	05°43'18"	150.00'	81.81'
C66	05°43'18"	150.00'	81.81'
C67	05°43'18"	150.00'	81.81'
C68	05°43'18"	150.00'	81.81'
C69	05°43'18"	150.00'	81.81'
C70	05°43'18"	150.00'	81.81'
C71	05°43'18"	150.00'	81.81'
C72	05°43'18"	150.00'	81.81'
C73	05°43'18"	150.00'	81.81'
C74	05°43'18"	150.00'	81.81'
C75	05°43'18"	150.00'	81.81'
C76	05°43'18"	150.00'	81.81'
C77	05°43'18"	150.00'	81.81'
C78	05°43'18"	150.00'	81.81'
C79	05°43'18"	150.00'	81.81'
C80	05°43'18"	150.00'	81.81'
C81	01°50'22"	1020.00'	52.75'

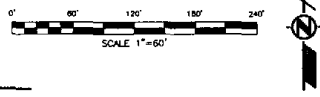
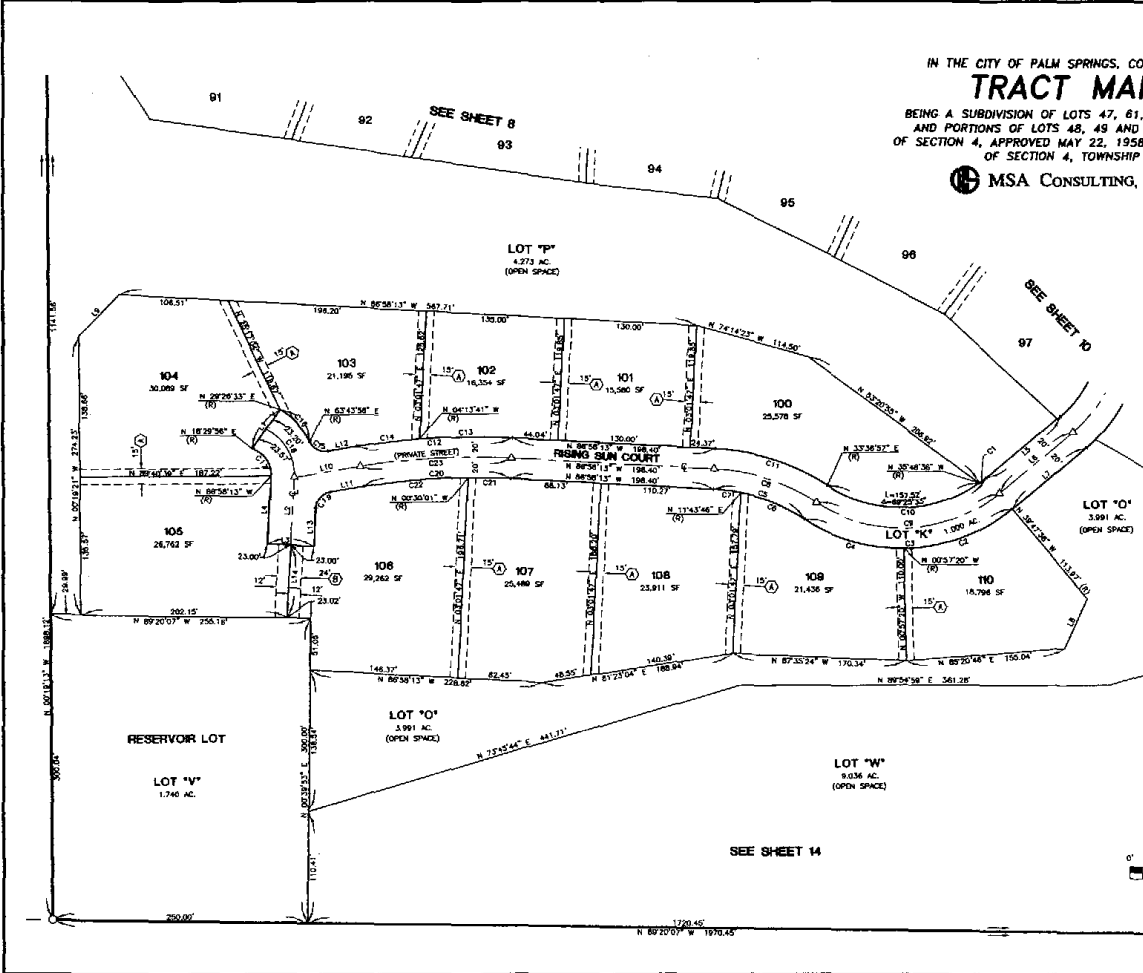
IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 35540**  
 BEING A SUBDIVISION OF LOTS 47, 81, 82, 83, 84, 85, 76, 77, THE S 1/2 OF 78,  
 AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAT  
 OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER  
 OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

MSA CONSULTING, INC.

AUGUST - 2013

CURVE DATA			
NO.	DELTA	INCHES	LENGTH
C1	03°28'00"	180.00	9.04
C2	38°20'18"	170.00	118.24
C3	17°14'00"	170.00	217.81
C4	54°24'17"	170.00	102.28
C5	30°30'00"	180.00	98.82
C6	21°43'11"	180.00	98.78
C7	08°14'30"	180.00	72.37
C8	30°30'00"	200.00	106.77
C9	77°22'30"	150.00	132.18
C10	17°24'00"	150.00	165.24
C11	30°30'00"	200.00	117.47
C12	17°14'00"	150.00	153.86
C13	07°12'58"	200.00	81.29
C14	54°24'17"	200.00	92.58
C15	77°22'30"	170.00	216.81
C16	24°12'00"	200.00	43.89
C17	17°14'00"	170.00	201.18
C18	08°20'00"	50.00	58.09
C19	17°40'00"	170.00	210.91
C20	12°14'20"	200.00	142.27
C21	03°51'00"	800.00	17.54
C22	08°42'30"	600.00	103.33
C23	12°14'20"	700.00	149.23

LINE DATA		
NO.	BEARING	LENGTH
L1	N 25°42'00" E	46.77
L2	N 03°01'45" E	67.00
L3	N 89°20'13" W	48.00
L4	N 03°01'45" E	67.00
L5	N 25°42'00" E	46.77
L6	N 20°12'22" E	78.35
L7	N 89°20'04" E	150.00
L8	N 24°30'51" E	54.12
L9	N 44°40'20" E	25.71
L10	N 87°12'22" E	68.47
L11	N 89°20'22" E	25.25
L12	N 89°20'22" E	25.25
L13	N 03°01'42" E	17.82
L14	N 03°01'42" E	17.82



14

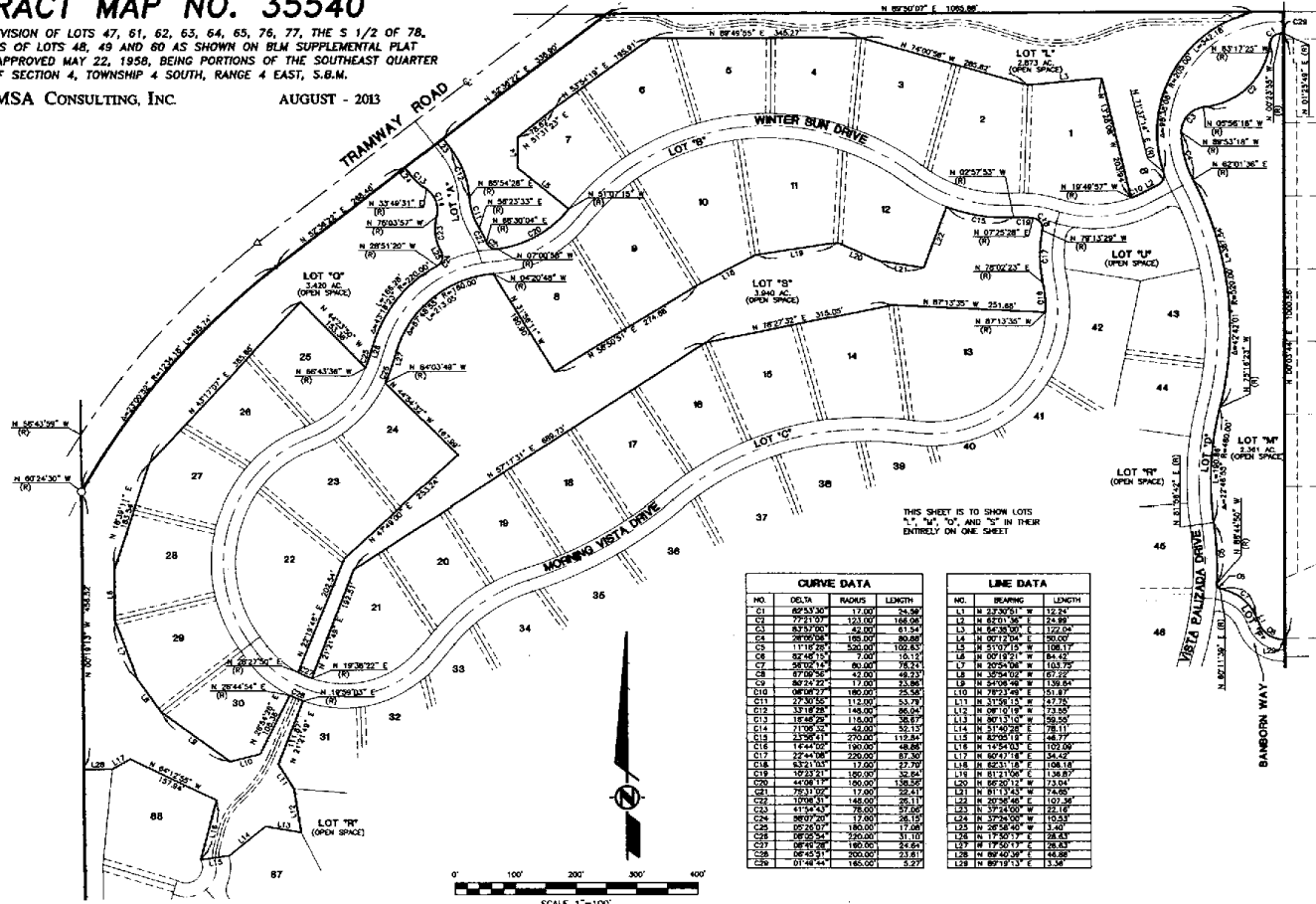
IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 35540

BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78, AND PORTIONS OF LOTS 48, 49 AND 80 AS SHOWN ON BLM SUPPLEMENTAL PLAT OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

MSA CONSULTING, INC.

AUGUST - 2013



CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	89.4335°	17.00'	74.30'
C2	77.2107°	123.00'	168.08'
C3	83.5730°	42.00'	61.54'
C4	78.0000°	185.00'	80.80'
C5	111.8728°	520.00'	102.63'
C6	82.4812°	7.00'	15.14'
C7	58.0214°	80.00'	78.24'
C8	87.0000°	43.00'	43.31'
C9	80.7232°	17.00'	23.88'
C10	88.0000°	180.00'	25.50'
C11	79.3030°	112.00'	53.78'
C12	33.1878°	148.00'	86.04'
C13	18.4672°	116.00'	20.47'
C14	21.0000°	42.00'	52.13'
C15	23.0000°	700.00'	112.84'
C16	14.4402°	180.00'	48.88'
C17	22.4438°	250.00'	87.50'
C18	63.2103°	17.00'	27.70'
C19	102.2321°	180.00'	32.54'
C20	44.0000°	180.00'	130.50'
C21	78.3102°	17.00'	28.41'
C22	107.6131°	148.00'	26.11'
C23	47.3443°	78.00'	57.50'
C24	88.0700°	17.00'	26.15'
C25	65.2007°	180.00'	17.58'
C26	108.2000°	220.00'	31.10'
C27	65.4400°	180.00'	24.64'
C28	68.4501°	200.00'	23.81'
C29	07.4844°	185.00'	3.27'

LINE DATA		
NO.	BEARING	LENGTH
L1	N 82.2000° W	152.50'
L2	N 82.0158° E	24.89'
L3	N 82.3850° E	172.05'
L4	N 82.1204° W	120.00'
L5	N 51.0715° W	108.17'
L6	N 07.1821° W	84.42'
L7	N 20.5408° W	103.72'
L8	N 20.5408° W	65.00'
L9	N 20.5408° W	139.54'
L10	N 21.2749° W	21.87'
L11	N 11.0514° W	27.74'
L12	N 09.1019° W	73.50'
L13	N 03.1400° W	26.00'
L14	N 21.0000° E	78.11'
L15	N 82.0000° E	44.77'
L16	N 10.5503° E	102.00'
L17	N 82.4718° E	54.42'
L18	N 82.3118° E	108.18'
L19	N 81.2106° E	138.87'
L20	N 82.2014° W	73.04'
L21	N 81.1343° W	74.95'
L22	N 20.2640° E	102.90'
L23	N 39.2400° W	22.16'
L24	N 20.2640° W	102.53'
L25	N 20.2640° W	3.40'
L26	N 17.2507° E	28.84'
L27	N 17.2507° E	28.84'
L28	N 89.4036° E	44.88'
L29	N 89.7813° E	3.34'

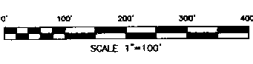
IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 35540

BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78, AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAT OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

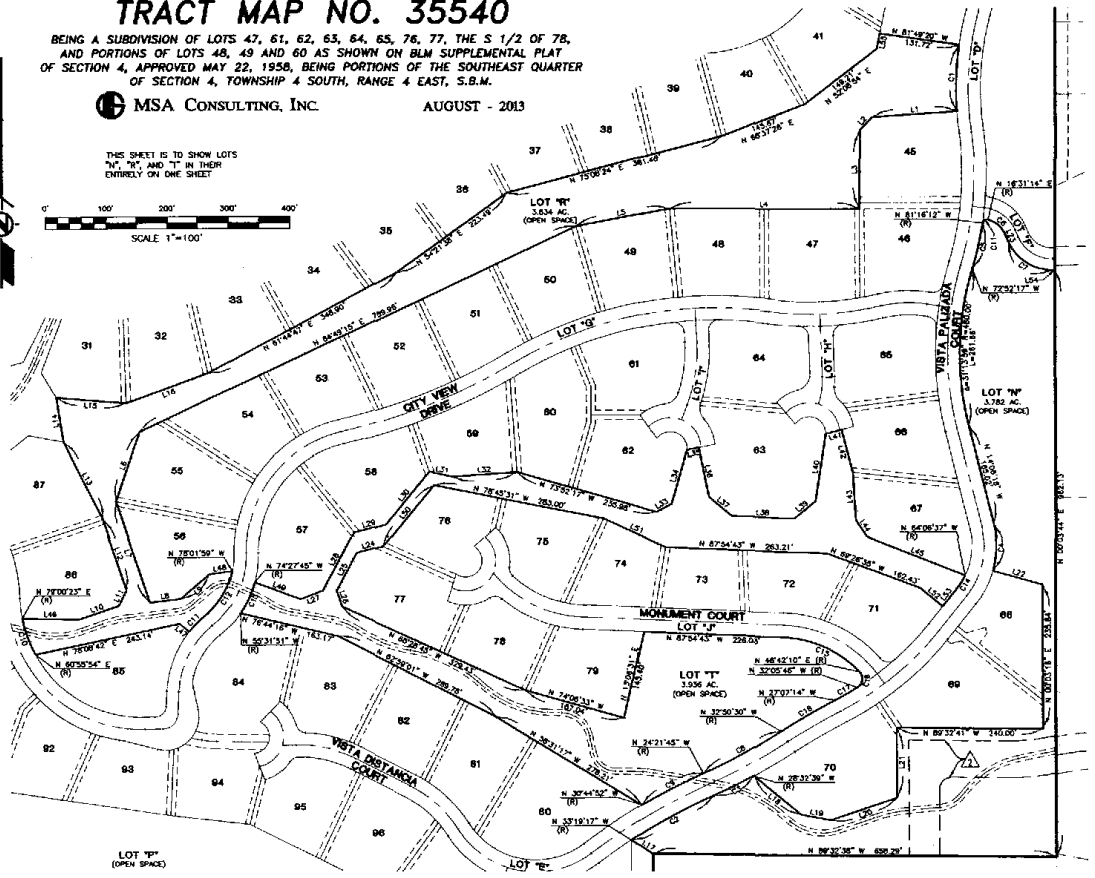
MSA CONSULTING, INC. AUGUST - 2013

THIS SHEET IS TO SHOW LOTS "M", "N", AND "O" IN THEIR ENTIRETY ON ONE SHEET.



NO.	DELTA	RADIUS	LENGTH
C1	1719.35	629.00	130.31
C2	6882.30	890.00	154.33
C3	6410.84	1020.00	174.44
C4	7246.51	150.00	78.09
C5	6872.55	330.00	73.23
C6	4957.53	44.00	38.37
C7	1760.36	78.00	15.44
C8	6872.55	80.00	143.03
C9	6872.55	1020.00	113.63
C10	1810.49	920.00	63.09
C11	1154.24	170.00	38.33
C12	3632.16	130.00	69.09
C13	1858.54	170.00	36.17
C14	1242.56	110.00	28.18
C15	4478.83	180.00	148.18
C16	10119.90	1.00	30.03
C17	6426.52	480.00	41.89
C18	6843.16	1020.00	101.85

NO.	BEARING	LENGTH
L1	N 80°00'00" E	140.01
L2	N 43°00'00" E	28.22
L3	N 90°00'00" E	128.26
L4	N 80°00'00" E	310.07
L5	N 70°00'00" E	128.21
L6	N 18°37'31" E	112.68
L7	N 81°03'48" E	51.52
L8	N 49°39'29" E	81.26
L9	N 71°57'14" E	79.82
L10	N 28°27'14" E	28.28
L11	N 18°37'48" W	123.33
L12	N 26°36'07" W	142.06
L13	N 08°10'10" W	123.25
L14	N 62°06'19" W	143.30
L15	N 70°06'21" E	143.30
L16	N 52°51'48" W	141.80
L17	N 49°44'23" W	98.58
L18	N 82°04'30" W	148.05
L19	N 71°20'43" E	111.85
L20	N 01°03'18" E	111.79
L21	N 71°20'43" E	84.17
L22	N 32°30'51" W	124.24
L23	N 72°02'42" E	144.24
L24	N 37°50'05" E	70.43
L25	N 75°44'50" W	127.42
L26	N 89°12'03" E	36.33
L27	N 75°06'08" E	102.83
L28	N 72°03'48" E	82.88
L29	N 39°27'12" E	112.48
L30	N 72°12'24" W	28.72
L31	N 83°38'20" E	106.70
L32	N 81°03'41" E	28.00
L33	N 18°37'43" E	81.05
L34	N 72°06'21" E	20.00
L35	N 11°50'54" E	81.89
L36	N 49°38'20" W	47.37
L37	N 67°43'00" E	105.15
L38	N 30°30'04" E	84.79
L39	N 67°43'00" E	113.63
L40	N 20°53'11" E	28.77
L41	N 14°34'28" W	71.50
L42	N 03°23'03" W	78.48
L43	N 33°33'38" W	35.29
L44	N 89°26'26" W	124.14
L45	N 89°52'45" W	82.84
L46	N 91°54'00" W	20.41
L47	N 81°56'07" E	38.97
L48	N 82°54'58" E	75.42
L49	N 39°17'12" E	128.80
L50	N 89°03'59" W	111.79
L51	N 39°26'42" W	48.01
L52	N 39°00'18" E	37.85
L53	N 84°17'15" E	12.89
L54	N 11°49'12" E	23.84





IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 35540**  
 BEING A SUBDIVISION OF LOTS 47, 61, 62, 63, 64, 65, 76, 77, THE S 1/2 OF 78,  
 AND PORTIONS OF LOTS 48, 49 AND 60 AS SHOWN ON BLM SUPPLEMENTAL PLAT  
 OF SECTION 4, APPROVED MAY 22, 1958, BEING PORTIONS OF THE SOUTHEAST QUARTER  
 OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

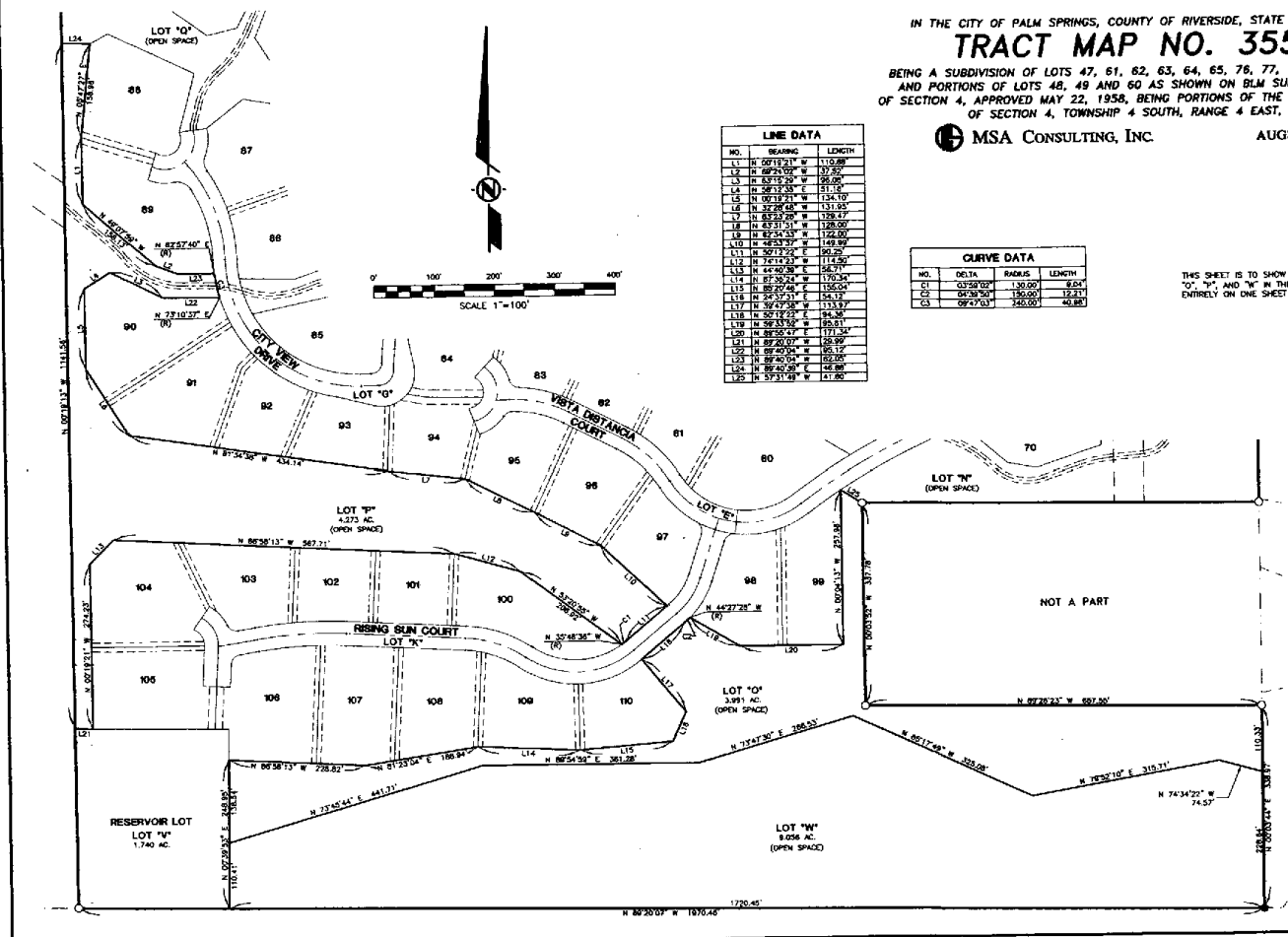
**MSA CONSULTING, INC.**

AUGUST - 2013

LINE DATA		
NO.	BEARING	LENGTH
L1	N 00°13'21" W	110.89
L2	N 88°24'02" W	10.52
L3	N 83°15'20" W	26.05
L4	N 88°13'30" W	51.15
L5	N 00°13'21" E	154.10
L6	N 32°28'48" W	131.85
L7	N 83°30'29" W	138.47
L8	N 43°31'31" W	128.00
L9	N 82°54'33" W	176.89
L10	N 74°12'23" W	114.80
L11	N 50°12'22" E	94.25
L12	N 74°12'23" W	114.80
L13	N 44°40'38" E	58.71
L14	N 27°34'24" E	170.34
L15	N 82°27'48" E	125.04
L16	N 64°37'11" E	84.12
L17	N 67°17'38" W	73.57
L18	N 50°12'22" E	94.25
L19	N 82°54'33" W	176.89
L20	N 82°50'47" E	171.34
L21	N 89°00'07" E	88.89
L22	N 89°00'04" E	85.12
L23	N 89°00'04" E	82.88
L24	N 89°00'00" E	82.88
L25	N 57°31'49" W	41.80

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	03°59'02"	130.00	8.54
C2	05°30'04"	130.00	12.31
C3	08°47'03"	140.00	40.88

THIS SHEET IS TO SHOW LOTS  
 "O", "P", AND "W" IN THEIR  
 ENTIRETY ON ONE SHEET



ATTACHMENT 2  
RESOLUTION

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP 35540 FOR PROPERTY LOCATED AT THE WESTERLY TERMINUS OF RACQUET CLUB ROAD, IN SECTION 4, TOWNSHIP 4 SOUTH, RANGE 4 EAST

WHEREAS, the Planning Commission, at its meeting of October 27, 2010, recommended approval of Tentative Tract Map 35540, prepared by MSA Consulting., representing the above described property; and

WHEREAS, the City Council at its meeting of January 5, 2011 approved Tentative Tract Map 35540 subject to conditions; and

WHEREAS, the real property described below is hereby dedicated as an easement for public purposes: the easements over lots "A" through "K", inclusive, shown as "private street"(s). The dedication is for public utility and sewer purposes, together with the right of ingress and egress for service and emergency vehicles and personnel.

WHEREAS, the real property described below is hereby dedicated as an easement for public purposes: the 20' wide easements over lots 45, 46, 88, 89, 84 and 94, and the 24' wide easement over lots 105 and 106, shown as "access/pue"(s). The dedication is for public utility and sewer purposes, together with the right of ingress and egress for service and emergency vehicles and personnel.

WHEREAS, the real property described below is hereby dedicated as an easement for public purposes: the 10' wide easements over lots "D", "G", "I", "N", "P", "Q", "R" and "T", shown as "public trail"(s). The dedication is for public access and pedestrian purposes.

WHEREAS, the real property described below is hereby dedicated as an easement for public purposes: the easements over lots "L" through "U", inclusive, shown as "open space". The dedication is for public utility and sewer purposes.

WHEREAS, the real property described below is hereby dedicated as an easement for public purposes: an easement over lot "O", shown as "open space". The dedication is for drainage purposes for the benefit of the owner of lot "V".

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

1. Final Tract Map 35540 is in substantial conformance with approved Tentative Tract Map 35540; and

2. Requisite conditions associated with Tentative Tract Map 35540 have been satisfied; and
3. That all offers of dedication on Final Tract Map 35540 shall be accepted by the City Clerk of the City of Palm Springs; and
4. Final Tract Map 35540 is in conformance with the General Plan; and
5. Final Tract Map 35540 conforms to all requirements of the Subdivision Map Act of the State of California; and
6. The City Manager is hereby authorized to enter into a Subdivision Improvement Agreement and to accept subdivision improvement security in conformance with the requirements therein for construction of required public improvements; and
7. That all offers of dedication to the Public on Final Tract Map 35540 shall be accepted by the City Clerk of the City of Palm Springs; and
8. The City Clerk shall cause to have recorded the Subdivision Improvement Agreement with the Riverside County Recorder; and
9. Final Tract Map 35540 is hereby approved for purposes therein defined.

ADOPTED THIS 3<sup>rd</sup> day of December, 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 meeting of the City Council of the City of Palm Springs on December 3, 2014 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF PALM SPRINGS

and

PINNACLE VIEW, 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 Pinnacle View, 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. 35540 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, easements for Public Utilities together with the right of ingress and egress for emergency vehicles and personnel over lots "A" thru "K", 20' wide easements over lots 45, 46, 84, 88, 89 and 94 and a 24' wide easement over lots 105 and 106 for Public Utilities together with the right of ingress and egress for emergency vehicles and personnel, a 10' wide easement over lots D, G, L, N, P, Q, R and T for Public Trail Purposes. Easements over Lots L through U for Public Utility and Sewer, and easement over Lot O for drainage purposes for the benefit of the owner of Lot V. Dedication of Lot W to the City of Palm Springs for Open Space 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 \$ 9,270,058.00.

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 \$ 9,270,058.00 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 \$ 4,635,029.00 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 \$ 30,000.00 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. In the event any security instrument furnished to the City under this Section 4.1 should expire or terminate for any reason prior to completion and acceptance of the improvements or the City receives notice such security will expire or terminate, Subdivider shall immediately post substitute security in form and amounts acceptable to the Public Works Director. Failure to timely post substitute security will be deemed a material breach of this Agreement and in addition to any remedies otherwise provided in this Agreement, City may revoke or terminate any or all entitlements, permits, or approvals and refuse occupancy of any or all portions of the subdivision until acceptable substitute security has been provided.

(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 \$ 1,390,508.00 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

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

STANDARD FORM CITY ATTORNEY APPROVED AGREEMENT  
RECOMMENDED BY:

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

SUBDIVIDER:

Pinnacle View, 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: \_\_\_\_\_

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

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)

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

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:

Pinnacle View LLC  
P.O. Box 1754  
Lake Oswego, OR 97035

**ALL-PURPOSE ACKNOWLEDGMENT**

<p>State of _____          County of _____          On _____ before me, _____,                                          Date                                Name, Title of Officer          personally appeared _____,                                                                                                          NAME(S) OF SIGNER(S)</p> <p><input type="checkbox"/> personally known to me - <b>OR</b> -  <input type="checkbox"/> 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.</p> <p>Witness my hand and official seal.</p> <p>_____ Signature of Notary</p>	<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL(S)  <input type="checkbox"/> CORPORATE _____ OFFICER(S) _____ TITLE(S)  <input type="checkbox"/> PARTNER(S)  <input type="checkbox"/> ATTORNEY-IN-FACT  <input type="checkbox"/> TRUSTEE(S)  <input type="checkbox"/> SUBSCRIBING WITNESS  <input type="checkbox"/> GUARDIAN/CONSERVATOR  <input type="checkbox"/> OTHER</p> <p>_____</p> <p>_____</p> <p><b>SIGNER IS REPRESENTING:</b></p> <p>_____</p> <p>_____</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

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

EXHIBIT "A"

TRACT MAP 35540 LEGAL DESCRIPTION

Tract Map No. 35540, as recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ inclusive, records of Riverside County, California.



EXHIBIT "B"

TENTATIVE TRACT MAP 35540 CONDITIONS OF APPROVAL

## EXHIBIT A

### Case 5.1154 SP Desert Palisades Specific Plan, CZ and TTM 35540 West End of Racquet Club Road near Tram Way

January 5, 2011

#### 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 5.1154 SP, CZ, TTM 35540; 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 recommended specific plan, dated 10-27-10, including site plans, architectural elevations, exterior materials and colors, landscaping, Tentative Tract Map 35540, and grading on file in the Planning Division, Draft Environmental Impact Report dated December 2009, Final EIR with comments dated April, 2010, 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 35540, date stamped December 7, 2009. 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 5.1154 SP CZ & TTM 35540. 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 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 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 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.
- 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 consideration of this project by the Planning Commission.
- ADM 14. CC&R's The applicant prior to issuance of building permits shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. These CC&R's may be enforceable by the City, shall not be

amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances CC&R's.

ADM 22. CC&R's. Prior to recordation of a final Tentative Tract Map or issuance of building permits, the applicant shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. The draft CC&R package shall include:

- a. The document to convey title
- b. Deed restrictions, easements, of Covenant Conditions and Restrictions to be recorded.
- c. Provisions for joint access to the proposed parcels, and any open space restrictions.
- d. A provision, which provides that the CC&R's may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.
- e. A provision shall be included establishing and adequate financial reserve fund and assuring the maintenance of all roads and infrastructure from the onset of the development shall be the responsibility of the HOA and that the developer assumes all maintenance responsibilities until such time as the lots have been sold and the HOA turned over to the Association.
- f. A provision in the CC&R's shall be included prohibiting open storage of any kind in carports.

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

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

ADM 24. Notice to Tenants. The applicant shall provide all tenants with a copy of the Conditions of Approval for this project.

ADM 25. Performance Agreement. Pursuant to PSZC Section 92.21.1.05(J) Prior to the issuance of any permit for grading or construction of any improvement on any property within an ESA-SP zone, the developer shall enter into an agreement with the city, in a form approved by the City Attorney, ensuring, should the improvement not be completed as permitted, that the land will be re-naturalized in compliance with the provisions of this section. The obligations of the developer pursuant to such agreement shall be secured in amounts required by the City Engineer necessary to complete such re-

naturalization consistent with the provisions of Chapter 9.65 of the Municipal Code; however, such security shall be in the form of cash, irrevocable letter of credit, assignment of a certificate of deposit, or similar form of security approved by the City Manager and the City Attorney.

## **ENVIRONMENTAL ASSESSMENT CONDITIONS**

- ENV 1. Coachella Valley Multiple-Species Habitat Conservation Plan (CVMSHCP) Local Development Mitigation Fee (LDMF) NOT required.
- ENV 2. California Fish & Game Fees Required. The project is required to pay a fish and game impact fee as defined in Section 711.4 of the California Fish and Game Code. This CFG impact fee plus an administrative fee for filing the action with the County Recorder shall be submitted by the applicant to the City in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to the final City action on the project (either Planning Commission or City Council determination). This fee shall be submitted by the City to the County Clerk with the Notice of Determination. Action on this application shall not be final until such fee is paid. The project may be eligible for exemption or refund of this fee by the California Department of Fish & Game. Applicants may apply for a refund by the CFG at [www.dfg.ca.gov](http://www.dfg.ca.gov) for more information.
- ENV 3. Mitigation Monitoring. The mitigation measures of the environmental assessment shall apply. The applicant shall submit a signed agreement that the mitigation measures outlined as part of the negative declaration or EIR will be included in the plans prior to Planning Commission consideration of the environmental assessment. Mitigation measures are defined in the approved project description.
- ENV 4. Cultural Resource Survey Required. Prior to any ground disturbing activity, including clearing and grubbing, installation of utilities, and/or any construction related excavation, an Archaeologist qualified according to the Secretary of the Interior's Standards and Guidelines, shall be employed to survey the area for the presence of cultural resources identifiable on the ground surface.
- ENV 5. Archaeological Monitor(s) shall be present during all ground disturbing activities. Experience has shown that there is always a possibility of encountering buried cultural resources during construction related excavations, or archaeological testing/data recovery. Should buried cultural deposits be encountered, the Monitor may request that destructive construction halt and the Monitor shall notify a Qualified Archaeologist (Secretary of the Interior's Standards and Guidelines) to investigate and, if necessary, prepare a mitigation plan for submission to the City and the Agua Caliente Tribal Historic Preservation Office.

ENV 6. Native American Monitor(s) shall be present during all ground activities including clearing and grubbing, excavation, burial of utilities, planting of rooted plants, etc. Contact the Agua Caliente Band of Cahuilla Indian Tribal Historic Preservation Office for additional information on the use and availability of Native American Monitors. Should buried cultural deposits be encountered, the Monitor shall contact the Director of Tribal Historic Preservation Office. After consultation the Director shall have the authority to halt destructive construction and shall notify a Qualified Archaeologist to further investigate the site. If necessary, the Qualified Archaeologist shall prepare a treatment plan for submission to the State Historic Preservation Officer and Agua Caliente Tribal Historic Preservation Office for approval.

### **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 Code and the outdoor lighting guidelines of the Desert Palisades Specific Plan, 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 any state water efficiency ordinances. The applicant shall submit a landscape and irrigation plan to the Director of Planning for review and approval prior to the issuance of a building permit. Landscape plans shall be wet stamped and approved by the Riverside County Agricultural Commissioner's Office prior to submittal. Prior to submittal to the City, landscape plans shall also be certified by the Desert Water Agency that they are in conformance with the State Water Efficient Landscape Ordinance. Refer to Chapter 8.60 of the Municipal Code for specific requirements. (See Chapter 8.60.020 for exemptions)
- PLN 3. Sign Applications Required. No signs are approved by this action. Separate approval and permits shall be required for all signs in accordance with Zoning Ordinance Section 93.20.00. The applicant shall submit a sign program to the Department of Planning Services prior to the issuance of building permits.
- PLN 4. Flat Roof Requirements. Roof materials on flat roofs must conform to California Title 24 thermal standards for "Cool Roofs". Such roofs must have a minimum initial thermal emittance of 0.75 and minimum initial solar reflectance of 0.70. Only matte (non-specular) roofing is allowed in colors such as beige or tan.

- PLN 5. Maintenance of Awnings & Projections. All awnings shall be maintained and periodically cleaned.
- PLN 6. Roof-mounted Equipment. Roof mounted mechanical equipment is prohibited.
- PLN 7. Surface Mounted Downspouts Prohibited. No exterior downspouts shall be permitted on any facade on the proposed building(s) that are visible from adjacent streets or residential areas.
- PLN 8. Pool Enclosure Approval Required. Details of fencing or walls around pools (material and color) and pool equipment areas shall be submitted for approval by the Planning Department prior to issuance of Building Permits.
- PLN 9. Exterior Alarms & Audio Systems. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.
- PLN 10. Outside Storage Prohibited. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.
- PLN 11. Prior to recordation of the final subdivision map, the developer shall submit for review and approval the following documents to the Planning Department which shall demonstrate that the project will be developed and maintained in accordance with the intent and purpose of the approved tentative map:
- a. The document to convey title.
  - b. Deed restrictions, easements, covenant conditions and restrictions that are to be recorded.
  - c. The approved documents shall be recorded at the same time that the subdivision map is recorded. The documents shall contain provisions for joint access to the proposed parcels and open space restrictions. The approved documents shall contain a provision which provides that they may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.
- PLN 12. No Mass Grading. Mass grading to create large, single-level flat pads is prohibited.
- PLN 13. Building Pad Height Limitations. Pad heights are not significantly raised beyond the natural topography. Any pad height more than two (2) feet above natural topography may be deemed significant.
- PLN 14. Drainage. The master plan of drainage shall be implemented.



- PLN 15      Retention basins are prohibited where a sufficient master plan of drainage has been implemented. Street and site plan layout shall follow natural terrain.
- PLN 16      No asphaltic concrete or grey concrete. Streets and paving areas are paved with decorative or colored concrete or pavers to match color of existing terrain. Asphaltic concrete shall not be allowed.
- PLN 17      No street lighting is allowed.
- PLN 18      Restore landscaping. Vegetation removed for utility construction or maintenance is replaced with appropriate landscaped areas.
- PLN 19      Underground Utility Lines. All utility lines are located underground, except screening from public view in a manner that represents natural desert landscaping may be allowed when undergrounding is not feasible.
- PLN 20      Water lines in street right-of-way. All water lines located in public or private street rights-of-way are located within the pavement sections.
- PLN 21      Easement for water lines not in street right-of-way. Water lines located outside of rights-of-way require waterline easements.
- PLN 22      Blend color of water storage facility. Any visible portion of a water storage facility has an exterior color to match surrounding native stone, soil color or backdrop.
- PLN 23      Coordinate with DWA. Location and design of water storage facilities are coordinated in advance with the Desert Water Agency.
- PLN 24      Location of water storage facilities. Water tanks are not located on slopes greater than 3:1.
- PLN 25      Wastewater lines in street right-of-way. All wastewater lines, including force mains, located in public or private street rights-of-way are located within the pavement sections.
- PLN 26      Easement for wastewater lines not in street right-of-way. Wastewater lines located outside of rights-of-way require sewer line easements that include full vehicular and equipment access.
- PLN 27      Exterior Building Colors. All exterior colors, materials and finishes blend with the color and texture of surrounding stone or soil.
- PLN 28      No Reflective Materials. Reflective building materials are not used. Solar panels shall be non-reflective.

- PLN 29      Blend with terrain. The forms of buildings, structures and other improvements are not repetitive, but respect and interpret the forms of the surrounding landscape and present a custom design appearance.
- PLN 30      Avoid massive building forms. Stepped elevations and floor levels are used to avoid massive building forms and wall surfaces.
- PLN 31      Screen mechanical equipment. All exterior mechanical equipment is screened with material that complements the surrounding structures and environment.
- PLN 32      Project gates, if proposed, shall be limited to vehicular access control only.
- PLN 33      Project signage shall be designed to blend with the natural environment.
- PLN 34      Curbs. No curbs shall be allowed.
- PLN 35      Interpretative Center. At least one nature interpretive center in each planning area shall be provided as part of the development of the public trails system, if applicable.
- PLN 36      Planning Commission approval required for common area landscaping, boulder berms and interpretative center(s). The design of landscaping in all common areas such as the entry feature, trail heads, perimeter boulder berms and open space, as well as the interpretative center(s) required by the ESA-SP zone development standards, shall be submitted to the Planning Commission for approval prior to submission for building permits. The Planning Commission review and approval shall include all landscaping, boulder berms, grading, proposed trails, interpretative center(s), site furnishings and structures, and construction staging areas. Minor changes to approved grading plans caused by unanticipated field conditions will be processed at the staff level. Major changes in grading will be resubmitted to the Planning Commission for approval.
- PLN 37      Maximum lot coverage. The lot coverage for any single lot within the Desert Palisades Specific Plan shall be 6,000 square feet. If two or more lots are merged or combined, the total lot coverage may not exceed 12,000 square feet.
- PLN 38      Deleted by Council.
- PLN 39      Planning Commission Approval Required Future development applications for individual homes or changes in the common areas of the Desert Palisades Specific Plan shall require Planning Commission approval pursuant to PSZC Section 94.04.00 (Architectural Approval) and

93.13.00 (Hillside Development). Submittals shall include a 3-dimensional representation of the proposed development, either in the form of a model, or computer-generated 3-dimensional simulation and story poles mounted on the site to demonstrate the proposed height of the development.

PLN 40 Tennis Courts. Shall be conditionally permitted subject to conformance with the Design Guidelines of the Desert Palisades Specific Plan and approval by the Planning Commission.

#### **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.

#### **GENERAL**

ENG 1. The applicant shall comply with all required Standard Conditions and Mitigation Measures identified in the Final Environmental Impact Report, whether or not restated in these conditions of approval. All required plans shall be prepared in conformance with all applicable Standard Conditions and Mitigation Measures.

ENG 2. Development of the site is subject to all applicable provisions of Chapter 92.21.1.05 "Design Standards" of the Palm Springs Zoning Code, whether or not restated in these conditions of approval. All required plans shall be prepared in conformance with all applicable provisions of the Code.

#### **STREETS**

ENG 3. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.

- ENG 4. 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 approval of a final map.
- ENG 5. In accordance with Chapter 92.21.1.05 "Design Standards" of the Palm Springs Zoning Code, streets and paved areas shall be paved with decorative or colored concrete or pavers to match color of existing terrain. Asphaltic concrete shall not be allowed. All exterior colors, materials and finishes shall blend with the color and texture of surrounding stone or soil.
- ENG 6. In accordance with Chapter 92.21.1.05 "Design Standards" of the Palm Springs Zoning Code, project gates, if proposed, shall be limited to vehicular access control only. Pedestrian access into and through the site shall be maintained at all times.

#### TRAM WAY (PRIVATE)

- ENG 7. The applicant shall coordinate with the San Jacinto Winter Park Authority regarding construction scheduling and work occurring on Tram Way.
- ENG 8. The applicant shall be responsible for constructing full width improvements to Tram Way within the boundary of the project, consisting of a 40 feet wide street section with rolled curb and gutter, in accordance with a special street section for Tram Way approved by the San Jacinto Winter Park Authority. As an alternative, if approved by the San Jacinto Winter Park Authority, construction of the improvements may be deferred for completion by others on the condition that the applicant pays an in lieu fee to the San Jacinto Winter Park Authority representing the cost of the required improvements (subject to review and approval).
- ENG 9. A gated entry for emergency access shall be constructed on Tram Way. An Opticom or Tomar system (or approved equal) for automatic operation by emergency vehicles, with uninterrupted power supply (battery back-up), shall be installed, meeting the approval of the Fire Marshall.
- ENG 10. All broken or off grade street improvements shall be repaired or replaced.

#### RACQUET CLUB ROAD

- ENG 11. Construct an appropriate taper or other transition as approved by the City Engineer, from the end of Racquet Club Road. The gated Main Entry shall be located on-site with an appropriate turn-around area for vehicles. An Opticom or Tomar system (or approved equal) for automatic operation by emergency vehicles, with uninterrupted power supply (battery back-up), shall be installed, meeting the approval of the Fire Marshall.

ENG 12. All broken or off grade street improvements shall be repaired or replaced.

#### SANBORN WAY

ENG 13. A gated entry for emergency access shall be constructed on Sanborn Way. An Opticom or Tomar system (or approved equal) for automatic operation by emergency vehicles, with uninterrupted power supply (battery back-up), shall be installed, meeting the approval of the Fire Marshall.

ENG 14. All broken or off grade street improvements shall be repaired or replaced.

#### ON-SITE PRIVATE STREETS

ENG 15. All centerline radii shall be a minimum of 130 feet.

ENG 16. Dedicate an easement (40 feet wide) over the private streets to the City of Palm Springs for public utility purposes, with the right of ingress and egress for service and emergency vehicles and personnel.

ENG 17. Dedicate an easement over the emergency access roads to the City of Palm Springs for ingress and egress for service and emergency vehicles and personnel.

ENG 18. The alignment of the ingress and egress lanes of the Main Entry is subject to review and approval by the City Engineer. In accordance with Mitigation Measure (MM) 3.15-3(a) of the Final Environmental Impact Report, the gated access shall include adequate vehicle maneuvering and stacking space to avoid conflicts with internal and external traffic and circulation patterns. Adequate stacking capacity (100 feet minimum) and a turn-around shall be provided in advance of the gate.

ENG 19. Construct a concrete edge band, 12 feet on both sides of centerline along the entire frontages. The on-site streets shall be constructed with an inverted cross-section with a 3 feet wide concrete gutter along centerline. The pavement section shall be constructed using decorative colored concrete or pavers, with a pavement section capable of supporting emergency equipment weighing up to 73,000 pounds. Adjacent 8 feet wide shoulders shall be constructed with crushed native rock.

ENG 20. Construct a concrete edge band, 10 feet on both sides of centerline extending the length of the emergency access roads from Tram Way and Sanborn Way. The emergency access roads shall be constructed with a typical crowned or inverted cross-section with a 3 feet wide concrete gutter along centerline. The pavement shall be constructed using decorative colored concrete or pavers with a pavement section capable of supporting emergency equipment weighing up to 73,000 pounds.

## ON-SITE

- ENG 21. Dedicate an easement to the City of Palm Springs over the public trails proposed within the project.
- ENG 22. Access easement dispute. There is currently a dispute regarding the existence of a road right-of-way over the Applicant's property benefiting the neighboring 5-acre property owned by Mr. Richard Kluszczynski. Prior to recordation of a final map, this dispute shall be resolved, either through mutual agreement of the Applicant and Mr. Kluszczynski or a final judicial determination.
- ENG 23. The old Chino Canyon Road alignment shall be protected in place and used as a pedestrian trail connecting the Little Tuscany neighborhood westerly through the project.
- ENG 24. Hiking trails shall remain open to the public. Provisions for maintaining public access to hiking trails extending through the project shall be included in the Covenants, Conditions, and Restrictions (CC&R's) required for this project. In accordance with Mitigation Measure (MM) 3.13-4 of the Final Environmental Impact Report, the applicant shall implement additional security measures related to the public trails prior to occupancy of any future homes.
- ENG 25. In accordance with Mitigation Measure (MM) 3.4-1 of the Final Environmental Impact Report, the applicant shall dedicate to the City of Palm Springs approximately 9.4 acres of hillside area within the project boundaries as open space for the Mountains and Canyons Conservation Area (MCCA) of the Tribal Habitat Conservation Plan (THCP).

## SANITARY SEWER

- ENG 26. All on-site sewer systems shall be privately maintained by a Home Owners Association (HOA). Provisions for maintenance of the on-site sewer system acceptable to the City Engineer shall be included in the Covenants, Conditions, and Restrictions (CC&R's) required for this project.
- ENG 27. Sewer improvement plans prepared by a California registered civil engineer shall be submitted to and approved by the City Engineer prior to approval of a final map. Sewer design shall meet or exceed public sewer design requirements as established by the City Engineer.
- ENG 28. In accordance with Chapter 92.21.1.05 "Design Standards" of the Palm Springs Zoning Code, all sewer mains located in private street rights-of-way shall be located within the pavement sections. Sewer lines located outside of rights-of-way shall require separate sewer easements that include full vehicular and equipment access.

ENG 29. Construct an 8 inch vitrified clay pipe sewer main within all on-site streets located 5 feet from centerline or as required by the City Engineer and connect to the existing public sewer system at the west end of Racquet Club Road.

## GRADING

ENG 30. Mass grading of the site shall be prohibited.

ENG 31. Rock Crushing. Rock crushing operations shall be limited to off-site locations only, as analyzed within the project's EIR. On-site rock crushing for the individual home sites is not permissible under this Specific Plan.

ENG 32. Initial rough grading of the site shall be limited to that which is required for construction of the on-site utility and street infrastructure. In accordance with Mitigation Measure (MM) 3.3-1(a) of the Final Environmental Impact Report, grading of the on-site utility and street infrastructure shall be coordinated with and scheduled not to coincide with grading activities on the Desert Water Agency reservoir site.

ENG 33. A grading plan for the Desert Water Agency reservoir site shall be submitted to and approved by the City Engineer prior to issuance of a grading permit. In accordance with Mitigation Measure (MM) 3.5-1 of the Final Environmental Impact Report, a Phase 2 investigation of certain archaeological sites shall be completed prior to development of the Desert Water Agency reservoir site.

ENG 34. Rough grading of residential lots within the project is subject to separate architectural approvals of each individual lot on a case by case basis, in accordance with the development standards for Planning Area 4 of the ESA-SP Zone, as defined by the Desert Palisades Specific Plan (Case 5.1154).

ENG 35. For the residential portion of the site, the on-site street improvement plans shall identify all required cut and fill slope requirements and shall be used as grading plans for that portion of the site. In accordance with Chapter 92.21.1.05 "Design Standards" of the Palm Springs Zoning Code, the following principles shall apply to the design of the on-site streets:

- a) The vertical profile shall be aligned to closely match the existing natural terrain.
- b) Curvilinear alignments and gently rolling profiles shall be consistent with site topography.
- c) Excavations and embankments shall be limited to the greatest extent possible. Maximum slope gradients within ten (10) feet of the roadway edge shall not exceed 4:1 for fill slopes and 3:1 for cut slopes.

- d) Roadway slopes shall not create a continuous wall or cut/fill condition, but shall vary in height and present an undulating appearance consistent with the natural slope.
- e) Slopes shall be rounded to blend into the existing terrain to produce a contoured transition.

- ENG 36. The applicant's contractors 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 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's contractor shall provide the Engineering Division with current and valid Certificates 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 plans, which shall be approved by the City Engineer prior to issuance of any permits.
- ENG 37. In accordance with Standard Condition (SC) 3.5-1 of the Final Environmental Impact Report, approved Native American cultural resource monitors and archaeological monitors shall be present during all ground disturbing activities. The applicant shall contact the Tribal Historic Preservation Officer or the Tribal Archaeologist at (760) 699-6800, to coordinate scheduling of monitors prior to construction. No permits shall be issued for ground disturbance activities until evidence is provided to the City Engineer demonstrating that monitoring by approved Native American cultural resource monitors has been coordinated by the applicant.
- ENG 38. In accordance with an approved PM-10 Dust Control Plan, perimeter fencing shall be installed. Fencing shall have screening that is tan in color; green screening will not be allowed. Perimeter fencing shall be installed after issuance of Grading Permit, and immediately prior to commencement of grading operations.
- ENG 39. Perimeter fence screening shall be appropriately maintained, as required by the City Engineer. Cuts (vents) made into the perimeter fence screening shall not be allowed. Perimeter fencing shall be adequately anchored into the ground to resist wind loading.



- ENG 40. Within 10 days of ceasing all construction activity and when construction activities are not scheduled to occur for at least 30 days, the disturbed areas on-site shall be permanently stabilized, in accordance with Palm Springs Municipal Code Section 8.50.022. Following stabilization of all disturbed areas, perimeter fencing shall be removed, as required by the City Engineer.
- ENG 41. Prior to issuance of any permit for ground disturbance activities, the applicant shall provide verification to the City that applicable fees have been paid to the Agua Caliente Band of Cahuilla Indians in accordance with the Tribal Habitat Conservation Plan (THCP).
- ENG 42. Notice of Intent 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 (Phone No. (760) 346-7491). 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 permit.
- ENG 43. Construction of this project must comply with the General Permit for Stormwater Discharges Associated with Construction Activity, and shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). Where applicable, the project applicant shall cause the approved final project-specific WQMP to be incorporated by reference or attached to the project's 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 44. In accordance with City of Palm Springs Municipal Code, Section 8.50.025 (c), the applicant shall post with the City a cash bond of two thousand dollars (\$2,000.00) per disturbed acre for mitigation measures for erosion/blowsand relating to this property and development.
- ENG 45. Prior to issuance of any permit within an Environmentally Sensitive Area – Specific Plan (ESA-SP) zone, the applicant shall enter into an agreement with the City, as approved by the City Attorney and City Engineer, ensuring that the land will be re-naturalized should the improvement covered by the permit not be completed, in accordance with the City of Palm Springs Zoning Code Section 92.21.1.05. The agreement shall be secured in amounts required by the City Engineer to complete re-naturalization consistent with the provisions of Chapter 9.65 of the Palm Springs Municipal Code; such security shall be in the form of cash, irrevocable letter of credit, assignment of a certificate of deposit, or similar form of security, as approved by the City Manager and City Attorney.
- ENG 46. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the plans for the project. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of any plans.

ENG 47. 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 plans shall be certified by a California registered geotechnical or civil engineer, certifying that all construction was performed in accordance with the Geotechnical/Soils Report prepared for the project. Documentation of all compaction and other soils testing are to be provided. No final approval will be issued until the required certification is provided to the City Engineer.

#### WATER QUALITY MANAGEMENT PLAN

ENG 48. A Final Project-Specific Water Quality Management Plan (WQMP) shall be submitted to and approved by the City Engineer prior to issuance of a 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 adjacent properties is prohibited. Construction of operational BMP's shall be incorporated into required plans.

ENG 49. Prior to issuance of any permit, the property owner shall record a "Covenant and Agreement" with the County-Clerk Recorder or other instrument on a standardized form to inform future property owners of the requirement to implement the approved Final Project-Specific WQMP. Other alternative instruments for requiring implementation of the approved Final Project-Specific WQMP include: requiring the implementation of the Final Project-Specific WQMP in Home Owners Association or Property Owner Association Covenants, Conditions, and Restrictions (CC&R's); formation of Landscape, Lighting and Maintenance Districts, Assessment Districts or Community Service Areas responsible for implementing the Final Project-Specific WQMP; or equivalent. Alternative instruments must be approved by the City Engineer prior to the issuance of any permit.

ENG 50. Prior to any 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 51. The project site design does not provide for retention of the incremental increase of stormwater runoff due to development of the entire site. Grading plans of individual home sites within the project, subject to separate architectural approval

on a case by case basis, and the grading plan for the Desert Water Agency reservoir site, shall incorporate on-site retention as required by the City Engineer.

- ENG 52. In accordance with Chapter 92.21.1.05 "Design Standards" of the Palm Springs Zoning Code, development of the site shall preserve existing drainage patterns, natural streams and local watershed boundaries. Future residential development of individual lots shall be required to preserve existing drainage channels that may extend across the lot. Provisions for protecting existing drainage channels and maintaining natural drainage systems, acceptable to the City Engineer, shall be included in the Covenants, Conditions, and Restrictions (CC&R's) required for this project.
- ENG 53. This project includes and is subject to the design and construction of the upper segment of Line 2, as identified on the Master Drainage Plan for the Palm Springs Area. The applicant proposes, subject to Riverside County Flood Control & Water Conservation District (RCFC) approval, to construct that portion of Line 2 extending through the project site as an on-site stormwater detention facility until such time as Line 2 is fully extended in accordance with the Master Drainage Plan. At the time that Line 2 is extended in the future to convey on-site storm water runoff to the Whitewater River, the applicant shall be required to remove and replace, modify or otherwise improve the segment of Line 2 extending through the project site to function as a permanent flood control facility as required by RCFC.
- ENG 54. The design and construction of Line 2, as identified on the Master Drainage Plan for the Palm Springs Area, is subject to the review and approval by Riverside County Flood Control & Water Conservation District (RCFC). The alignment of Line 2 shall be revised as required by RCFC, and the northerly end of Line 2 adjacent to Street "A" shall be relocated to the east property line to facilitate future extension of Line 2 as shown on the Master Drainage Plan. Submit storm drain plans prepared by a California registered civil engineer to RCFC for review and approval.
- ENG 55. On a final map, the applicant shall provide an irrevocable offer of dedication to the City of Palm Springs for an easement for storm drainage purposes over the alignment of Line 2 as approved by RCFC and the City Engineer. The offer of dedication shall be rejected, and pursuant to California Government Code Section 66477.2 (a), the City shall rescind the rejection and accept the offer of dedication at such time as Line 2 is fully extended in accordance with the Master Drainage Plan, and Line 2 is reverted from use as a privately maintained on-site stormwater detention facility to a publicly maintained storm drain facility.
- ENG 56. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all stormwater runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased stormwater runoff

generated by the development of the property, as described in the Preliminary Hydrology Report for TTM35540, prepared by MSA Consulting, Inc., dated July 1, 2009 (or as may be amended). Final retention basin sizing and other stormwater runoff mitigation measures shall be determined upon review and approval of the hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study.

- ENG 57. This project will 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 stormwater runoff, will 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 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.
- ENG 58. Until such time as Line 2 is fully extended in accordance with the Master Drainage Plan, and while Line 2 extending through the project site is used as an on-site stormwater detention facility, Line 2 shall be privately maintained. Provisions for maintenance of Line 2, including obligations to remove and replace, modify or otherwise improve the segment of Line 2 extending through the project site to function as a publicly maintained storm drain facility as required by RCFC, shall be included in Covenants, Conditions and Restrictions (CC&R's) required for this project.
- ENG 59. The project is subject to flood control and drainage implementation fees. The drainage fee at the present time is \$6,511.00 per acre per Resolution No. 15189. Costs related to the design and construction of Line 2, if Line 2 will ultimately be operated and maintained by RCFC, may be credited against drainage fees otherwise due.

#### GENERAL

- ENG 60. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Palm Springs Standard Drawing No. 115. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including additional

pavement repairs to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Desert Water Agency, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than existed prior to construction of the proposed development.

- ENG 61. All proposed utility lines shall be installed underground.
- ENG 62. In accordance with Chapter 8.04.401 of the City of Palm Springs Municipal Code, all existing and proposed electrical lines of thirty-five thousand volts or less and overhead service drop conductors, and all gas, telephone, television cable service, and similar service wires or lines, which are on-site, abutting, and/or transecting, shall be installed underground unless specific restrictions are shown in General Orders 95 and 128 of the California Public Utilities Commission, and service requirements published by the utilities. The existing overhead utilities across the south side of Tram Way extending through the project site meet the requirement to be installed underground. Utility undergrounding shall extend to the nearest off-site power pole; no new power poles shall be installed unless otherwise approved by the City Engineer. A letter from the owners of the affected utilities shall be submitted to the Engineering Division prior to approval of a grading plan, informing the City that they have been notified of the City's utility undergrounding requirement and their intent to commence design of utility undergrounding plans. When available, the utility undergrounding plan shall be submitted to the Engineering Division identifying all above ground facilities in the area of the project to be undergrounded. Undergrounding of existing overhead utility lines shall be completed prior to issuance of a certificate of occupancy.
- ENG 63. All existing utilities shall be shown on the improvement plans required for the project. The existing and proposed service laterals shall be shown from the main line to the property line.
- ENG 64. 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 of the City Engineer.
- ENG 65. 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

final approvals. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.

ENG 66. 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.

#### MAP

ENG 67. On the final map, the applicant shall make and provide for all required dedications and easements as required in these conditions of approval.

ENG 68. In accordance with Mitigation Measure (MM) 3.5-1 of the Final Environmental Impact Report, a Phase 2 investigation of certain archaeological sites shall be completed prior to approval of a final map.

ENG 69. 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 parcels 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 final map. The final map shall be approved by the City Council prior to issuance of building permits.

ENG 70. In accordance with Section 66434 (g) of the Government Code, the existing public right-of-way for Chino Canyon Road extending through the property may be abandoned upon the filing of a final map identifying the abandonment of the right-of-way granted to the City of Palm Springs.

ENG 71. In accordance with Mitigation Measure (MM) 3.6-5(b) of the Final Environmental Impact Report, all applicable Standard Conditions and Mitigation Measures related to future individual home construction shall be included in Covenants, Conditions, and Restrictions (CC&R's) required for the project. A copy of draft CC&R's shall be submitted to the City Attorney for review and approval prior to approval of a final map.

ENG 72. In accordance with Standard Condition (SC) 3.13-2(a) and 3.13-11, the applicant shall annex the property into City of Palm Springs Community Facilities District (CFD) 2005-1 to fund future emergency services, in conjunction with the recordation of a final map.

ENG 73. 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 74. Prior to approval of a final map, the applicant shall pay a fair share contribution of \$14,610 (equivalent to 4.87%) for design and construction of a future traffic signal at the intersection of N. Palm Canyon Drive and Via Escuela.
- ENG 75. 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 September 26, 2006, or subsequent editions in force at the time of construction.

## FIRE DEPARTMENT CONDITIONS

These conditions are subject to final plan check and review. Initial fire department conditions have been determined on the preliminary site plan dated received 12/26/07. Additional requirements may be required at that time based on revisions to site plans.

- FID 1. Plot Plan: Prior to completion of the project, a 8.5"x11" plot plan shall be provided to the fire department. This shall clearly show all access points & fire hydrants.
- FID 2. Fire Hazard Severity Zone: Applicant's project is located in a Fire Hazard Severity Zone determined by the State of California. Wild land Building Standards and Wild land Urban Interface requirements will need to be included in this project.
- FID 3. Secondary Fire Department Access: The secondary access point from Tram Way Road meets fire department requirements.
- FID 4. Fire Department Access: Fire Department Access Roads shall be provided and maintained in accordance with Sections 901 and 902 CFC. (902.1 CFC)

**Minimum Access Road Dimensions:**

- a. 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 5. Access Gates: Fire/Police/Ambulance access gates shall be at least 14' in width when in the open position and equipped with a Knox (emergency access) key switch. A Knox key operated switch shall be installed at every automatic gate. Show location of switch on plan. Show requirement in plan notes.
- FID 6. Fire Apparatus Access Roads/Driveways: Fire department access roads/driveways shall be provided so that no portion of the exterior wall of the first floor of any building will be more than 150 feet from such roads. (902.2.1 CFC)
- FID 7. Vertical Fire Apparatus Clearances: Palm Springs fire apparatus require an unobstructed vertical clearance of not less than 13 feet 6 inches. This will include clearance from vegetation and trees. (902.2.2.1 CFC)
- FID 8. Road Design: Fire apparatus access roads shall be designed and constructed as all weather capable and able to support a fire truck weighing 73,000 pounds GVW. (902.2.2.2 CFC) The minimum inside turning radius is 30 feet, with an outside radius of 45 feet.
- FID 9. Operational Fire Hydrant(s): Operational fire hydrant(s) shall be installed within 250 feet of all combustible construction. No landscape planting, walls, or fencing is permitted within 3 feet of fire hydrants, except groundcover plantings. (1001.7.2 CFC)
- FID 10. Water Systems and Hydrants: Underground water mains and fire hydrants shall be installed, completed, tested. Installation, testing, and inspection will meet the requirements of NFPA 24 1995 edition. Prior to final approval of the installation, contractor shall submit a completed Contractor's Material and Test Certificate to the Fire Department. (9-2.1 NFPA 24 1995 edition)
- FID 11. Fire hydrant systems: Following Fire Department selection of hydrant locations, plans and specifications for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction. (901.2.2.2 CFC). All fire hydrants shall be installed in accordance with Desert Water Agency specifications and standards. No landscape planting, walls, fences, signposts, or aboveground utility facilities are permitted within 3 feet of fire hydrants, or in line with hose



connections

- FID 12. Chemical Rock Splitting. Nonex, along with other "high energy" explosives used for blasting operations is currently prohibited by the Palm Springs Fire Department. The fire department will approve non-explosive methods for rock splitting. Crackamite and Rock Frac have been deemed as acceptable products to perform rock splitting procedures by the Palm Springs Fire Department. There may be others that perform in a similar manner.

**END OF CONDITIONS**