



City Council Staff Report

Date: July 15, 2015 CONSENT CALENDAR

Subject: APPROVAL OF TRACT MAP 33575 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RREF II-DC CAMERON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Hunsaker and Associates San Diego, Inc, representing RREF II DC Cameron, LLC, a California limited liability company, has requested approval of Tract Map 33575 to subdivide a vacant 11.7 acre parcel into 5 lots, for a mixed residential-commercial development of 80 two-story attached townhomes, 22 live-work units, and 15,000 square feet of retail use. Approval of Tract Map 33575 is a ministerial action, as required by the Municipal Code and the Subdivision Map Act.

RECOMMENDATION:

Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP 33575 AND AN ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT WITH RREF II-DC CAMERON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF SOUTH PALM CANYON DRIVE AND MESQUITE AVENUE, IN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST."

STAFF ANALYSIS:

Hunsaker and Associates San Diego, Inc, representing RREF II-DC Cameron, LLC, a California limited liability company, (the "Developer"), submitted Tract Map 33575, requesting that the property located at the northeast corner of South Palm Canyon Drive and Mesquite Avenue, in Section 23, Township 4 South, Range 4 East, be subdivided into 5 lots, for a mixed residential-commercial development of 80 two-story attached townhomes, 22 live-work units, and 15,000 square feet of retail use. A site map is provided below and a Vicinity Map is included as **Attachment 1**. A copy of Tract Map 33575 is included as **Attachment 2**.



TM 33575 "Cameron" Site Map

At its meeting of October 12, 2005, the Planning Commission recommended approval of Tentative Tract Map 33575, which was subsequently approved by the City Council, subject to conditions, on July 12, 2006. Pursuant to the Conditions, the Developer offers for dedication to the City of Palm Springs Lots "B", "C", and "D" for street and public utility purposes. In addition, the Developer has offered for dedication easements for public utility purposes (PUE) and sidewalk purposes together with the right of ingress and egress for service and emergency vehicles and personnel, over portions of Lots "A", "1" and "4", all shown on Tract Map 33575.

Construction of required public improvements associated with Tract Map 33575 have not been completed; an engineer's estimate of the cost of the public improvements to be completed is \$6,000,000. In accordance with Section 66462 of the California Government Code, the Developer requests that the City enter into a Subdivision Improvement Agreement securing the cost of those improvements not yet completed to the City's satisfaction. A copy of the Subdivision Improvement Agreement and associated securities are included as **Attachment 3**.

The City Engineer has determined that required conditions of approval associated with Tentative Tract Map 33575 have been satisfied, that Tract Map 33575 is in substantial conformance with the approved Tentative Tract Map, and that Tract Map 33575 is ready for City Council approval.

It should be noted that approval of a Tract Map is a ministerial action, and the City Council cannot condition its approval of the Tract Map; new conditions cannot be imposed on the project that were not previously identified at the time the Tentative Tract Map was approved.

ENVIRONMENTAL IMPACT:

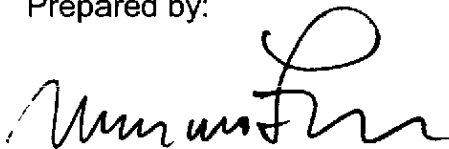
Tentative Tract Map 33575 was considered a "Project" pursuant to the California Environmental Quality Act ("CEQA") Guidelines. The City, acting as Lead Agency pursuant to CEQA, prepared an Initial Study and Mitigated Negative Declaration for Tentative Tract Map 33575. On July 12, 2006, the City Council adopted Resolution No. 21634 adopting the Mitigated Negative Declaration ("MND"). Approval of Tract Map 33575 implements the Project as envisioned by Tentative Tract Map 33575, and is therefore consistent with the MND previously adopted by the City Council, and no further action with regard to CEQA is required to approve Tract Map 33575.

FISCAL IMPACT:

Approval of Tract Map 33575 will subdivide the currently vacant parcel into 5 lots, which includes 80 two-story attached townhomes, 22 live-work units and 15,000-square feet of retail. Ultimately, upon completion of the Project, the City will receive yet to be determined additional property tax revenue. Additional, incremental costs for public service will be incurred over time.

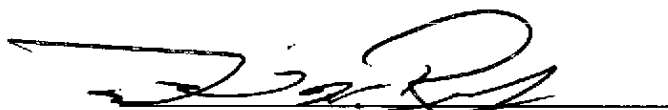
SUBMITTED

Prepared by:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer

Approved by:



David H. Ready, Esq., Ph.D.
City Manager

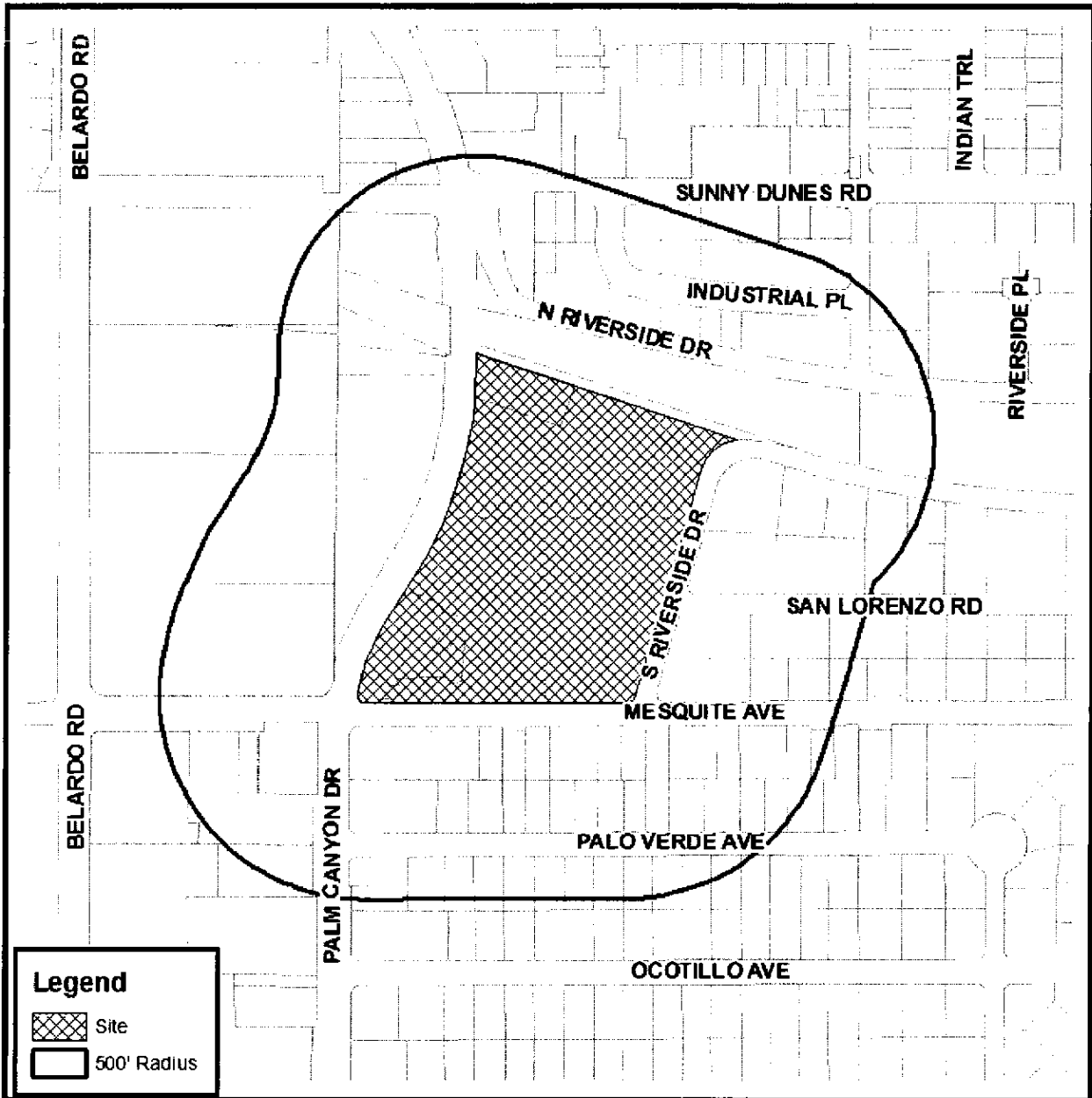
ATTACHMENTS:

1. Vicinity Map
2. Map
3. Subdivision Improvement Agreement
4. Resolution

ATTACHMENT 1



Department of Public Works and Engineering Vicinity Map



Legend

- Site
- 500' Radius

CITY OF PALM SPRINGS

ATTACHMENT 2

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

TRACT MAP NO. 33575

BEING A SUBDIVISION OF A PORTION OF BLOCK "C" OF TAHOUZIK RIVER ESTATES NO. 2 AS FILED IN MAP BOOK 22, PAGES 76 AND 77, RIVERSIDE COUNTY RECORDS

THIS IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT. THE MAXIMUM NUMBER OF RESIDENTIAL CONDOMINIUM UNITS IS 106

**HUNSAKER AND ASSOCIATES
FOR CONDOMINIUM PURPOSES**

APRIL 2015

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON. THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO PUBLIC USE, LOTS "B", "C" AND "D" FOR STREET AND PUBLIC UTILITY PURPOSES.

WE HEREBY DEDICATE TO THE CITY OF PALM SPRINGS, EASEMENT FOR PUBLIC UTILITY (PUE) AND SIDEWALK PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES AND PERSONNEL, OVER PORTIONS OF LOTS "A", "1" AND "4" AS SHOWN WITHIN THIS MAP.

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

BY: BREF II-DC CAMERON LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: BREF II-DC CAMERON JV MEMBER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: PALTO REAL ESTATE FUND II, LP,
A DELAWARE LIMITED PARTNERSHIP,
ITS: SOLE MEMBER

BY: PALTO PARTNERS GP II, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY
ITS: GENERAL PARTNER

BY: _____
NAME: ANTHONY SEJAS
ITS: VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE, VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____ 20____ BEFORE ME, _____

NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PRESENTED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____ (SEAL)

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS AT THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE _____

DATED: _____ 2015
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, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____ 2015
KECIA HARRER-THEM
CLERK OF THE BOARD OF SUPERVISORS
CASH TAX BOND
DON KENT
COUNTY TAX COLLECTOR

BY: _____ DEPUTY
BY: _____ DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (A), AND (C), OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED.

EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT,

GRANTEE: CALIFORNIA ELECTRIC POWER COMPANY
PURPOSE: PUBLIC UTILITIES
RECORDED: OCTOBER 13, 1960, IN BOOK 2782, PAGE 101, OR

SOILS REPORT

PURSUANT TO SECTIONS 66400 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, NO. 08401-2, WAS PREPARED BY EARTH SYSTEMS SOUTHWEST ON 11/28/03, AND IS ON FILE WITH THE CITY OF PALM SPRINGS ENGINEERING DEPARTMENT.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2015, AT _____ M.
IN BOOK _____ OF MAPS AT PAGES _____ AT THE
REQUEST OF THE CITY CLERK OF THE CITY OF PALM SPRINGS,
CALIFORNIA.

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

BY: _____ DEPUTY

SUBDIVISION GUARANTEED BY: FIRST AMERICAN TITLE CO.

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 AND LOCAL ORDINANCE AT THE REQUEST OF BREF II-DC CAMERON L.L.C. A CALIFORNIA LIMITED LIABILITY COMPANY IN FEBRUARY, 2015. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONVENTIONALLY APPROVED TENTATIVE MAP THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MUTUAL AGREEMENT FOR THIS MAP, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED. THE SURVEY IS TRUE AND COMPLETE SHOWN.

DATED: _____ 2015



DOUGLAS B. STROUP, P.L.S. NO. 8553
L.S. EXP. 12/31/16

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT MAP NO. 33575 CONSISTING OF 4 SHEETS, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY AMENDED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE STATE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____ 2015



BY: MARCUS FULLER, P.L.S. NO. 7987
L.S. EXP. 12/31/16

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____ DULY APPROVED THE WITHIN MAP OF TRACT MAP NO. 33575, AND DID ACCEPT ON BEHALF OF THE PUBLIC, LOTS "B", "C" AND "D" FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, DID ACCEPT THE EASEMENT OVER PORTIONS OF LOTS "A", "1" AND "4", OFFERED FOR PUBLIC UTILITY EASEMENT (PUE) AND SIDEWALK PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE PERSONNEL AND EMERGENCY VEHICLES AND PERSONNEL AS DESIGNATED AND SHOWN WITHIN THIS MAP.

THE TENTATIVE MAP FOR SAID TRACT MAP WAS APPROVED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 7 DAY OF JULY, 2006.

DATED: _____

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

HUNSAKER & ASSOCIATES-SAN DIEGO, INC.

PLANNING - ENGINEERING - SURVEYING
9307 HAWKES STREET - SAN DIEGO, CA 92121
(619) 551-4500 - FAX (619) 558-1414
R:\1264184\map\Tract Map\DC CAMERON SHF 01 800 2594-0052

IN THE CITY OF PALM SPRINGS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 33575

BEING A SUBDIVISION OF A PORTION OF BLOCK "C" OF TAHQUITZ RIVER ESTATES NO. 2 AS FILED IN MAP BOOK 22, PAGES 76 AND 77, RIVERSIDE COUNTY RECORDS

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HUNSAKER AND ASSOCIATES
 FOR CONDOMINIUM PURPOSES

APRIL 2015

BASIS OF BEARINGS:

THE CENTERLINE OF MESQUITE AVENUE BEING N89°30'00"W AS SHOWN ON MAP RECORDED IN M.B. 22, AT PAGE 77 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LEGEND

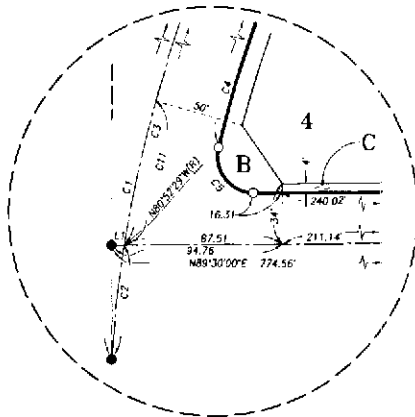
- INDICATES FOUND MONUMENTS AS NOTED.
- INDICATES WILL SET 2" X 24" IRON PIPE AND DISC STAMPED "L.S. 8553".
- △ INDICATES WILL SET COPPERWELD FLUSH TAGGED L.S. 8553.
- { } INDICATES RECORD DATA PER M.B. 22/76-77.
- [] INDICATES RECORD DATA PER M.B. 17/40.
- < > INDICATES RECORD DATA PER R.S. 57/3-16
- {| |} INDICATES RECORD DATA PER DOC. REC. 3/12/84 AS INST. NO. 50357 O.R.
- C.P.S. INDICATES CITY OF PALM SPRINGS.
- S.F.N.F. INDICATES SEARCHED FOR, NOTHING FOUND.

SURVEYOR'S NOTES

1. UNLESS OTHERWISE SHOWN ON THIS MAP, ALL LOT CORNERS EXCEPT AS DESCRIBED BELOW WILL BE MONUMENTED BY A 3/4" X 18" IRON PIPE STAMPED "L.S. 8553".
 2. LOT CORNERS ALONG THE SIDELINE OF DEDICATED STREET RIGHT-OF-WAY WILL BE MONUMENTED BY A DISC STAMPED "L.S. 8553". SET ON AN EXTENSION OF THE LOT LINE AT AN OFFSET OF 0.25 FEET IN THE CURB. ALL OFFSETS SHALL BE MEASURED RADIALLY OR AT RIGHT ANGLES TO THE RIGHT-OF-WAY LINE OR SIDELINE.
 3. TOTAL NUMBER OF NUMBERED LOTS IS 4
 TOTAL NUMBER OF LETTERED LOTS IS 4.
 4. THIS TRACT MAP CONTAINS 11.839 ACRES WITHIN THE DISTINCTIVE BORDER
- △ INDICATES PROPOSED AND EXISTING EASEMENTS.

NUMBER	DELTA	RADIUS	LENGTH
CT	31°35'00"	718.78	393.11
C1	31°45'30"	707.00	391.88
C2	08°09'47"	718.78	102.12
C3	23°28'15"	718.78	292.99
C4	18°09'27"	676.78	214.48
	118°39'00"	687.00	217.70
C5	10°45'07.98"	261.06	36.31
	18°07'16"	20.00	33.90
C6	90°03'46"	158.51	250.73
	80°07'30"	158.51	250.00
C7	90°03'46"	184.31	290.03
	80°07'30"	184.31	290.23
C8	68°31'19"	184.51	220.69
C9	27°32'27"	184.51	69.37
C10	73°33'51"	20.00	25.68
	123°33'30"	20.00	25.68
C11	06°33'52"	718.78	82.12

NUMBER	BEARING	DISTANCE
L1	N89°30'00"E(R)	7.25
L2	N01°14'34"W(R)	11.28
L3	N71°10'42"W(R)	10.65



DETAIL "A"
 NTS

FD. CALIF. DIV. HWY BRASS DISK, DOWN 12" IN MONUMENT PER CALTRANS P/W MAP NO. 62803-2.

FD. 1" I.P. OPEN DOWN 10" IN MONUMENT WELL ACCEPTED AS W 1/4 CORNER M.B. 22/76-77 AND 17/40, SET L.S. 8553 TAG.

FD. CALIF. DIV. HWY BRASS DISK, DOWN 12" IN MONUMENT WELL, NO REF., N13°50'26"W, 1.73' OFF RECORD POINT, C/L E.C., PER M.B. 22/76-77.

DETAIL "B"
 NTS

DEED REF. INST. NO. 50357 O.R. 5/12/84

FD. 1" I.P. WITH DISC STAMPED "L.S. 7083" PER COR. REC. 14-0170 DOWN 0.6" IN MONUMENT WELL ON CENTERLINE 2'00" SOUTHWEST OF TRUE POSITION.

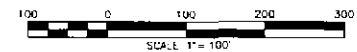
TAHQUITZ RIVER ESTATES NO. 2 M.B. 22/76-77

SAN LORENZO ROAD

TAHQUITZ RIVER ESTATES NO. 2 M.B. 22/76-77

FD. 3/4" I.P. TAG NOT LEGIBLE DOWN 0.6" IN MONUMENT WELL, NO REF., ACCEPTED AS CENTERLINE INTERSECTION PER M.B. 22/76-77.

PALOS VERDES TRACT M.B. 17/40



IN THE CITY OF PALM SPRINGS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 33575

BEING A SUBDIVISION OF A PORTION OF BLOCK "C" OF TAHQUITZ RIVER ESTATES NO. 2 AS FILED IN MAP BOOK 22, PAGES 76 AND 77, RIVERSIDE COUNTY RECORDS.

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HUNSAKER AND ASSOCIATES
 FOR CONDOMINIUM PURPOSES

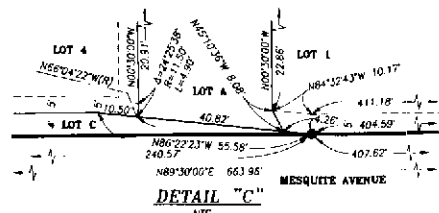
APRIL 2015

SEE SHEET 4

EASEMENT LEGEND:

- INDICATES PUBLIC UTILITY EASEMENT DEDICATED HERETO.
- INDICATES AN EXISTING ELECTRICAL EASEMENT GRANTED TO CALIFORNIA ELECTRIC POWER COMPANY OCTOBER 13, 1960 AS BOOK 2782, PAGE 101 OF OFFICIAL RECORDS.

SEE SHEET 4

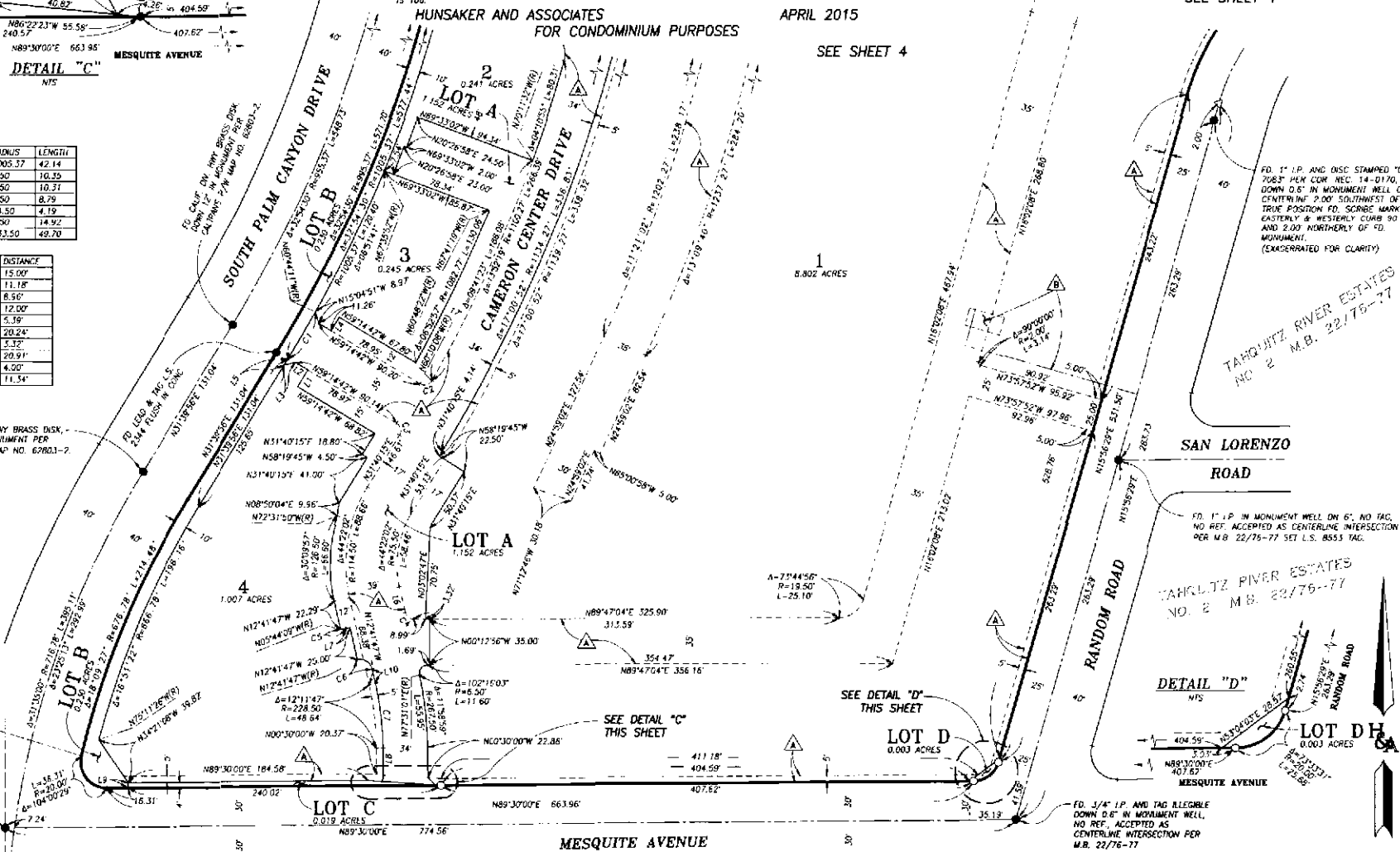


NUMBER	DELTA	RADIUS	LENGTH
C1	22°24'06"	1005.37	42.14
C2	91°15'26"	6.50	10.35
C3	90°54'57"	6.50	10.31
C4	77°11'09"	6.50	8.29
C5	28°57'38"	14.50	4.19
C6	90°00'00"	9.30	14.92
C7	12°11'47"	233.50	49.70

NUMBER	BEARING	DISTANCE
L1	N30°45'18"E	15.00'
L2	N58°14'42"W	11.18'
L3	N76°12'37"E	8.50'
L4	N30°45'18"E	12.00'
L5	N31°30'58"E	5.19'
L6	N12°41'47"W	20.24'
L7	N77°18'13"E	5.32'
L8	N00°30'00"W	20.91'
L9	N00°30'00"W	4.00'
L10	N12°41'47"W	11.54'

FD. CALIF. DIV. HIGH BRASS DISK, DOWN 12" IN MONUMENT PER CALTRANS R/W MAP NO. 67801-2.

FD. 1" I.P. OPEN DOWN 10" IN MONUMENT WELL ACCEPTED AS W 1/4 CORNER M.B. 22/76-77 AND 17/40, SET L.S. 8553 TAG.



FD. 1" I.P. AND DISC STAMPED "LS 7083" MEN COR. REC. 14-0170, DOWN 0.8" IN MONUMENT WELL ON CENTERLINE 2.00' SOUTHWEST OF TRUE POSITION FD. SCRIBE MARK ON EASTERLY & WESTERLY CURB 90 DEG AND 2.00' NORTHERLY OF FD. MONUMENT. (EXAGGERATED FOR CLARITY)

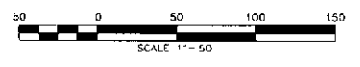
FD. 1" I.P. IN MONUMENT WELL ON 6" NO. TAG, NO REF. ACCEPTED AS CENTERLINE INTERSECTION PER M.B. 22/75-77 SET L.S. 8553 TAG.

TAHQUITZ RIVER ESTATES NO. 2 M.B. 22/75-77

DETAIL "D" NTS

FD. 3/4" I.P. AND TAG ILEGIBLE DOWN 0.6" IN MONUMENT WELL, NO REF. ACCEPTED AS CENTERLINE INTERSECTION PER M.B. 22/76-77

PALMS VERDES
 TRACT M.D. 17/40



HUNSAKER & ASSOCIATES SAN DIEGO, INC.
 PLANNING - ENGINEERING - SURVEYING
 9727 WILDES STREET - SAN DIEGO, CA 92171
 (760) 558-4500 - FAX (760) 558-1414
 R:\12618\hansak\Tract Map\FM CAMERON SH 00 NO. 2394-0052

IN THE CITY OF PALM SPRINGS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 33575

BEING A SUBDIVISION OF A PORTION OF BLOCK "C" OF TANQUITZ RIVER ESTATES NO. 2 AS FILED IN MAP BOOK 22, PAGES 76 AND 77, RIVERSIDE COUNTY RECORDS

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HUNSAKER AND ASSOCIATES
 FOR CONDOMINIUM PURPOSES

APRIL 2015

EASEMENT LEGEND:

▲ INDICATES PUBLIC UTILITY EASEMENT DEDICATED HEREON.

FD. 3/4 I.P. TAGGED R.C.F.C. & W.C.D. DOWN D.4 PER R.S. 57/3-16.

FD. CALIF. DIV. HWY. BRASS DISK, DOWN 12" IN MONUMENT WELL PER CALTRANS R/W MAP NO. 62803-2

FD. 3/4" I.P. OPEN FLUSH, ACCEPTED AS ANGLE POINT PER INST. NO. 50359 D.P. REC. 3/12/1984, SET L.S. 8563 TAG.

RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT R/W

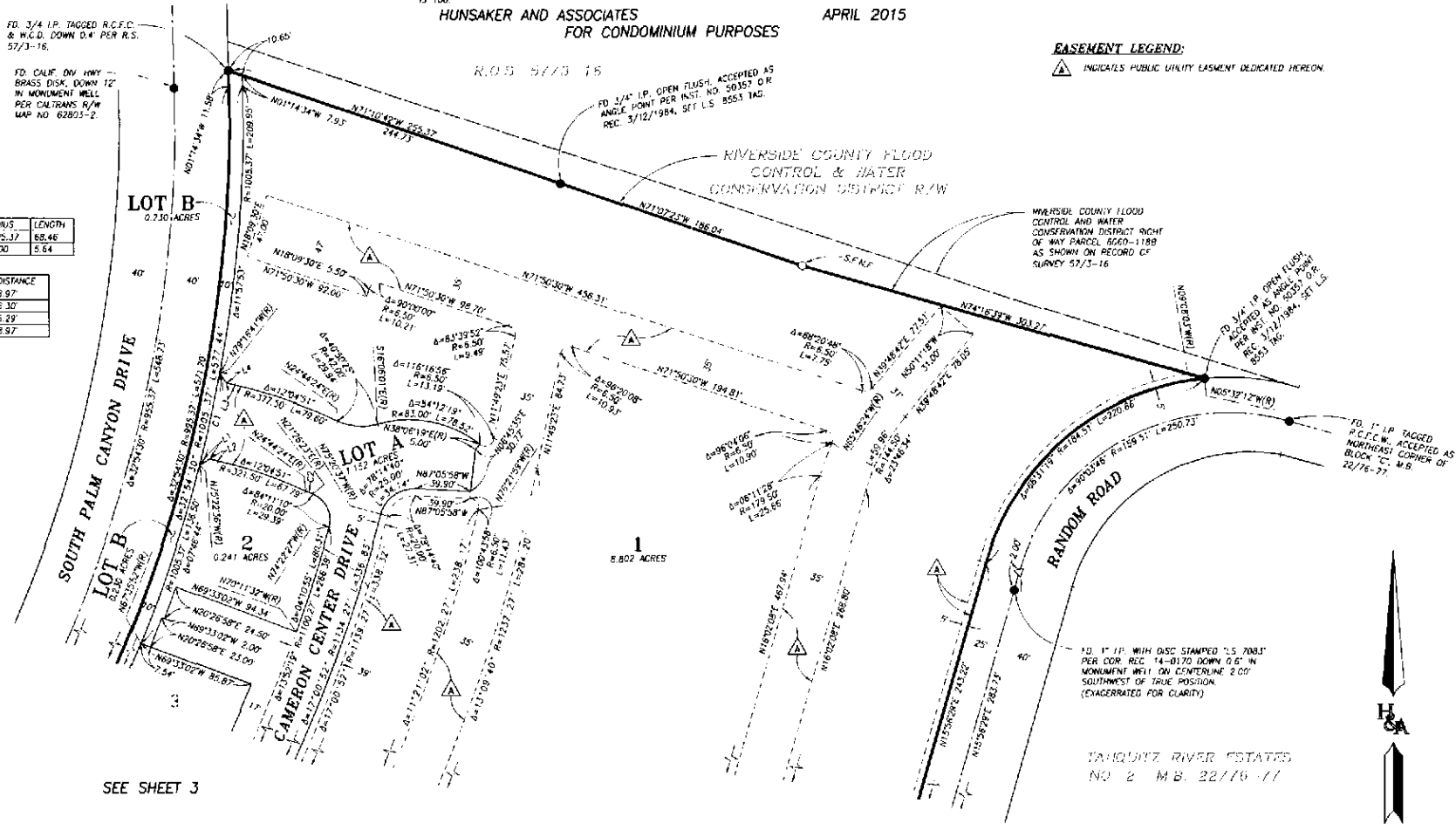
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RIGHT OF WAY PARCEL 8060-1188 AS SHOWN ON RECORD OF SURVEY 57/3-16

FD. 3/4" I.P. OPEN FLUSH, ACCEPTED AS ANGLE POINT PER REC. 8053 TAG.

FD. 1" I.P. TAGGED R.C.F.C.W. ACCEPTED AS NORTHWEST CORNER OF BLOCK "C", M.B. 22/76-77.

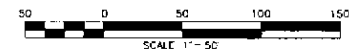
NUMBER	DELTA	RADIUS	LENGTH
C1	0°3'4"05"	1005.37	88.46
C2	0°1'18"01"	98.00	5.64

NUMBER	BEARING	DISTANCE
L1	S58°4'34"E	8.97
L2	N77°20'27"W	8.30
L3	N77°20'27"W	5.29
L4	S33°2'59"W	8.57



SEE SHEET 3

SEE SHEET 3



TANQUITZ RIVER ESTATES
 NO. 2 M.B. 22/76-77

ATTACHMENT 3

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF PALM SPRINGS

and

RREF II-DC CAMERON, 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 _____, 2015, by and between the CITY OF PALM SPRINGS, a California charter city ("CITY"), and RREF II-DC CAMERON, 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. 33575 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 Lots "B", "C", and "D" for street and public utility purposes, easements for public utility purposes (PUE) and sidewalk purposes together with the right of ingress and egress for service and emergency vehicles and personnel, over portions of Lots "A", "1" and "4" as 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 \$ 6,008,986.00.

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 \$6,000,000.00 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 \$3,000,000.00 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 \$9,500.00 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$900,000.00 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)

Mailing Address:

RRCF – DC Cameron, LLC
C/O Davidson Communities
1302 Camino Del Mar
Del Mar, California 92014
Attn: Tim O'Grady

760-518-0163

ALL-PURPOSE ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

<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 - OR - <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>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____ TITLE(S) _____</p> <p><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>SIGNER IS REPRESENTING:</p> <p>_____ _____</p>
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ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____
 Number of Pages _____ DATE OF DOCUMENT _____
 Signer(s) Other Than Named Above _____

EXHIBIT "A"

TRACT MAP 33575 LEGAL DESCRIPTION

Tract Map No. 33575, as recorded in Map Book _____, Pages _____ through _____ inclusive, records of Riverside County, California.

EXHIBIT "B"

TENTATIVE TRACT MAP 33575 CONDITIONS OF APPROVAL

EXHIBIT A

Case No. 5.1056-PD-314-TTM 33575

May 14, 2014

REVISED 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 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.

PROJECT SPECIFIC CONDITIONS

Administrative:

1. The proposed development of the premises shall conform to all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, or any other City Codes, ordinances and resolutions which supplement the zoning district regulations.
2. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.1056, Planned Development District 314 (PD 314) and Tentative Tract Map 33575 (TTM 33575) The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
3. That the property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation sidewalks, bikeways, parkways, parking areas, landscape, irrigation, lighting, signs, walls, and fences between the curb and property line, including sidewalk or bikeway easement areas that extend onto private property, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.

4. Pursuant to Fish and Game Code Section 711.4 a filing fee of \$64.00 is required. This project has a de minimus impact on fish and wildlife, and a Certificate of Fee Exemption shall be completed by the City and two copies filed with the County Clerk. This application shall not be final until such fee is paid and the Certificate of Fee Exemption is filed. Fee shall in the form of a money order or cashier's check payable to Riverside County.
5. Prior to issuance of a building permit, Fringe Toed Lizard Mitigation fees shall be submitted.
6. 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 or industrial projects, 1/4% for new residential subdivisions, or 1/4% for new individual single-family residential units constructed on a lot located in an existing subdivision 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 Services 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.
7. Pursuant to Park Fee Ordinance No. 1632 and in accordance with Government Code Section 66477 (Quimby Act), all residential development shall be required to contribute to mitigate park and recreation impacts such that, prior to issuance of residential building permits, a parkland fee or dedication shall be made. Accordingly, all residential development shall be subject to parkland dedication requirements and/or park improvement fees. The parkland mitigation amount shall be based upon the cost to acquire and fully improve parkland. The applicant shall submit a property appraisal to the Planning Services Department for the purposes of calculating the Park Fee. The Park Fee shall be payable prior to the issuance of building permits.
8. As the property is Indian trust land, fees as required by the Agua Caliente Band of Cahuilla Indians Tribal Council shall be paid prior to consideration of this project by the Planning Commission.

Environmental Assessment

9. 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 as follows:
10. The developer shall reimburse the City for the City's costs incurred in monitoring the developer's compliance with the conditions of approval and mitigation monitoring program, including, but not limited to inspections and review of developers operations and activities for compliance with all applicable dust and noise operations, and cultural resource mitigation. This condition of approval is supplemental and in addition to normal building permit and public improvement permits that may be required pursuant to the Palm Springs Municipal Code.

CC&R's

14. The applicant prior to issuance of building permits shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning Services for approval in a form to be approved by the City Attorney, to be recorded prior to certificate of occupancy. The CC&R's shall 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.
15. The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$10,000 or the review of the CC&R's by the City Attorney. A \$250 filing fee shall also be paid to the City Planning Department for administrative review purposes.
16. The CCR's shall have a disclosure statement regarding the location of the project relative to roadway noise, City special events, roadway closures for special events and other activities which may occur in the Central Business District, Desert Museum and Desert Fashion Plaza. Said disclosure shall inform perspective buyers about traffic, noise and other activities which may occur in this area.

Additional Permits

17. The applicant/developer/property owner shall be required to design and construct a custom bus shelter, which is consistent with the project architecture. The bus shelter design shall comply with Sunline Transit bus shelter design criteria and shall be submitted to Sunline Transit for review and comment prior to City review and approval. The property owner shall maintain the bus shelter for the life of the project, unless a separate maintenance agreement between the property owner and Sunline Transit is entered into. This condition modifies Engineering Condition No 18.

Cultural Resources

18. 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.
19. Given that portions of the project area are within an alluvial formation, the possibility of buried resources is increased. A Native American Monitor shall be present during all ground-disturbing activities.
 - a) Experience has shown that there is always a possibility of buried cultural resources in a project area. Given that, a Native American Monitor(s) shall be present during all ground disturbing activities including clearing and grubbing, excavation, burial of utilities, planting of rooted plants, etc. Contact the Agua Caliente Band of Cahuilla Indian Cultural Office for additional information on the use and availability of Cultural Resource Monitors. Should buried cultural deposits be encountered, the Monitor shall contact the Director of Planning Services and after the consultation the Director shall have the authority to halt

destructive construction and shall notify a Qualified Archaeologist to investigate and, if necessary, the Qualified Archaeologist shall prepare a treatment plan for submission to the State Historic Preservation Officer and Agua Caliente Cultural Resource Coordinator for approval.

- b) Two copies of any cultural resource documentation generated in connection with this project, including reports of investigations, record search results and site records/updates shall be forwarded to the Tribal Planning, Building, and Engineering Department and one copy to the City Planning Services Department prior to final inspection.

Final Design

- 20. Final landscaping, irrigation, exterior lighting, and fencing plans shall be submitted for approval by the Department of Planning Services, Department of Public Works, and Department of Parks and Recreation, prior to issuance of a building permit. Landscape plans shall be approved by the Riverside County Agricultural Commissioner's Office prior to submittal. All landscaping located within the public right of way or within community facilities districts must be approved by the Public Works Director and the Director of Parks and Recreation.
- 21. The final development plans shall be submitted in accordance with Section 94.03.00 of the Zoning Ordinance. Final development plans shall include site plans, building elevations, floor plans, roof plans, grading plans, landscape plans, irrigation plans, exterior lighting plans, sign program, mitigation monitoring program, site cross sections, property development standards and other such documents as required by the Planning Commission. Final development plans shall be submitted within two (2) years of the City Council approval of the preliminary planned development district.
- 22. An exterior lighting plan in accordance with Zoning Ordinance Section 93.21.00, Outdoor Lighting Standards, shall be submitted for review and approval by the Director of Planning Services prior to the issuance of building permits. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be submitted for approval prior to issuance of a building permit. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of the hillside is permitted.

Public Safety CFD

- 23. 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.

GENERAL CONDITIONS/CODE REQUIREMENTS

24. Architectural approval shall be valid for a period of two (2) years. Extensions of time may be granted by the Planning Commission upon demonstration of good cause.
25. The Tentative Tract Map and Planned Development approval shall be valid for a period of two (2) years. Once constructed, the conditional use permit, provide all conditions of approval have been complied with, does not have a time limit. Extensions of time may be granted by the Planning Commission upon demonstration of good cause.
26. The appeal period for a Planned Development District 314 (PD 314) and Tentative Tract Map 33575 (TTM 33575) application is 15 calendar days from the date of project approval. Permits will not be issued until the appeal period has concluded.
27. In accordance with Planning Commission Resolution No. 1503, dated November 18, 1970, the developer is required to plant palm trees (14 feet from ground to fronds in height) 60 feet apart along the entire frontage of Palm Canyon Drive.
28. The project is subject to the City of Palm Springs Water Efficient Landscape Ordinance. The applicant shall submit an application for Final Landscape Document Package to the Director of Planning Services for review and approval prior to the issuance of a building permit. Refer to Chapter 8.60 of the Municipal Code for specific requirements.
29. Prior to issuance of a grading permit, a Fugitive Dust and Erosion Control Plan shall be submitted and approved by the Building Official. Refer to Chapter 8.50 of the Municipal Code for specific requirements.
30. The grading plan shall show the disposition of all cut and fill materials. Limits of site disturbance shall be shown and all disturbed areas shall be fully restored or landscaped.
31. Separate architectural approval and permits shall be required for all signs. A detailed sign program shall be submitted for review and approval by the Planning Commission prior to issuance of building permits.
32. All materials on the flat portions of the roof shall be earth tone in color.
33. All awnings shall be maintained and periodically cleaned.
34. All roof mounted mechanical equipment shall be screened from all possible vantage points both existing and future per Section 9303.00 of the Zoning Ordinance. The screening shall be considered as an element of the overall design and must blend with the architectural design of the building(s). The exterior elevations and roof plans of the buildings shall indicate any fixtures or equipment to be located on the roof of the building, the equipment heights, and type of screening. Parapets shall be at least 6" above the equipment for the purpose of screening.

35. No exterior downspouts shall be permitted on any facade on the proposed building(s) which are visible from adjacent streets or residential and commercial areas.
36. Perimeter walls shall be designed, installed and maintained in compliance with the corner cutback requirements as required in Section 9302.00.D.
37. The design, height, texture and color of building(s), fences and walls shall be submitted for review and approval prior to issuance of building permits.
38. The street address numbering/lettering shall not exceed eight inches in height.
39. Construction of any residential unit shall meet minimum soundproofing requirements prescribed pursuant to Section 1092 and related sections of Title 25 of the California Administrative Code. Compliance shall be demonstrated to the satisfaction of the Director of Building and Safety.
40. Submit plans meeting City standard for approval on the proposed trash and recyclable materials enclosure prior to issuance of a building permit.
41. Details of pool fencing (material and color) and equipment area shall be submitted with final landscape plan.
42. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.
43. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.
44. Vehicles associated with the operation of the proposed development including company vehicles or employees vehicles shall not be permitted to park off the proposed building site unless a parking management plan has been approved.
45. The project shall comply with the City of Palm Springs Transportation Demand Management (TDM) Ordinance which establishes transportation demand management requirements for the City of Palm Springs. Refer to Chapter 8.4 of the Municipal Code for specific requirements.
46. Prior to the issuance of building permits, locations of all telephone and electrical boxes must be indicated on the building plans and must be completely screened and located in the interior of the building. Electrical transformers must be located toward the interior of the project maintaining a sufficient distance from the frontage(s) of the project. Said transformer(s) must be adequately and decoratively screened.
47. The applicant shall provide all tenants with Conditions of Approval of this project.
48. Loading space facilities shall be provided in accordance with Section 9307.00 of the Zoning Ordinance. Said facilities shall be indicated on the site plan and approved prior to issuance of building permits.

49. Standard parking spaces shall be 17 feet deep by 9 feet wide; compact sized spaces shall be 15 feet deep by 8 feet wide. Handicap parking spaces shall be 18 feet deep by 9 feet wide plus a 5 foot walkway at the right side of the parking space; two (2) handicap spaces can share a common walkway. One in every eight (8) handicap accessible spaces, but not less than one (1), shall be served by an 8 foot walkway on the right side and shall be designated as "van accessible".
50. Handicapped accessibility shall be indicated on the site plan to include the location of handicapped parking spaces, the main entrance to the proposed structure and the path of travel to the main entrance. Consideration shall be given to potential difficulties with the handicapped accessibility to the building due to the future grading plans for the property.
51. Compact and handicapped spaces shall be appropriately marked per Section 93.06.00.C.10.
52. Curbs shall be installed at a minimum of five (5) feet from face of walls, fences, buildings, or other structures. Areas that are not part of the maneuvering area shall have curbs placed at a minimum of two (2) feet from the face of walls, fences or buildings adjoining driveways.
53. Parking lot light fixtures shall align with stall striping and shall be located two to three feet from curb face.
54. Islands of not less than 9 feet in width with a minimum of 6 feet of planter shall be provided every 10 parking spaces. Additional islands may be necessary to comply with shading requirements.
55. Shading requirements for parking lot areas as set forth in Section 9306.00 of the Zoning Ordinance shall be met. Details to be provided with final landscape plan.
56. Parking stalls shall be delineated with a 4 to 6 inch double stripe - hairpin or elongated "U" design. Individual wheel stops shall be prohibited; a continuous 6" barrier curb shall provide wheel stops.
57. Concrete walks with a minimum width of two (2) feet shall be installed adjacent to end parking spaces or end spaces shall be increased to eleven (11) feet wide.
58. Tree wells shall be provided within the parking lot and shall have a planting area of six feet in diameter/width.

Waste Disposal

59. Trash cans shall be screened from view and kept within fifty (50) feet of the street.

POLICE DEPARTMENT:

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

BUILDING DEPARTMENT:

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

FIRE:

1. Comply with all fire regulations.

ENGINEERING DEPARTMENT:

STREETS

1. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.
2. Encroachments of buildings or other structures within the public right-of-way shall require approval of an Encroachment Agreement or Encroachment License by the City Engineer and/or City Council (as required). The applicant shall apply for an Encroachment Agreement or License, as necessary, prior to issuance of a building permit for buildings or structures that encroach within the public right-of-way.
3. Submit street improvement plans prepared by a California registered civil engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of building permit.
- 3a. The applicant shall be required to construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed, unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer.

SOUTH PALM CANYON DRIVE

4. Dedicate an additional 10 feet to provide the ultimate half street right-of-way width of 50 feet along the entire frontage, together with a property line corner cut-back at the southwest corner of the subject property in accordance with City of Palm Springs Standard Drawing No. 105.
5. Condition # 5 deleted.

6. The existing palm trees located along the South Palm Canyon Drive frontage shall be relocated and transplanted by the applicant in conjunction with the associated street widening; or the applicant may furnish and install new *Washingtonia filifera* palm trees along the South Palm Canyon Drive frontage, at equal spacing, as approved by the Director of Planning. The applicant shall be responsible for installation of a new irrigation and electrical system for the palm trees to the satisfaction of the City Engineer.
7. New or transplanted palm trees shall be subject to a one-year plant establishment period guaranteed for a period of 90 days from the date of acceptance by the City Engineer. Any palm trees that fail during the one-year plant establishment 90-day landscape-maintenance period shall be replaced with a new palm tree of similar trunk diameter and height to the satisfaction of the City Engineer, and shall be subject to a subsequent one-year plant establishment 90-day landscape-maintenance period. The applicant shall ensure that adequate irrigation of new palm trees is provided during the plant establishment period, until such time as the existing irrigation system is sufficient to irrigate the palm trees.
8. Remove the existing curb and gutter located ~~32~~ 36 feet east of centerline and replace with an 8 inch curb and gutter located 38 feet east of centerline along the entire frontage, with a 35 feet radius curb return at the northeast corner of the intersection of South Palm Canyon Drive and Mesquite Avenue in accordance with City of Palm Springs Standard Drawing No. 200 and 206. Provide a transition between the proposed main entrance and the Tahquitz Creek Bridge, acceptable to the City Engineer, to provide for the reduction in roadway width from the proposed 38 feet to the existing roadway width at the bridge.
9. Remove the existing cross-gutter located across the east leg of the South Palm Canyon Drive and Mesquite Avenue intersection and construct a new 8 feet wide cross-gutter in accordance with City of Palm Springs Standard Drawing No. 200 and 206, as necessary to facilitate the required street improvements.
10. Construct a new 36 feet wide street intersection for the Main Entry with the centerline of the Main Entry aligned with the existing driveway access to Rock Garden Cafe on the west side of South Palm Canyon Drive. The Main Entry shall consist of a divided entry with one entrance lane and one exit lane (14 feet wide each), and a landscaped median (8 feet wide), for a total width of 36 feet, or as otherwise approved by the City Engineer or required by the Fire Marshall. The Main Entry shall be constructed as a 36 feet wide driveway approach, in accordance with City of Palm Springs Standard Drawing No. 205. The median at the Main Entry shall not be constructed within the public right-of-way.
11. Construct a 24 feet wide driveway approach in accordance with City of Palm Springs Standard Drawing No. 205. The centerline of the driveway approach shall be located approximately 460 feet north of the centerline of Mesquite Avenue, as shown on the approved site plan. Access shall be limited to right-turn in and right-turn out only.
12. Construct a Type C curb ramp meeting current California State Accessibility standards on each side of the Main Entry and secondary entry driveway approaches in accordance with City of Palm Springs Standard Drawing No. 214. The applicant shall ensure that an appropriate path of travel, meeting ADA guidelines, is provided across the driveway, and shall adjust the location of the access ramps, if necessary, to meet ADA guidelines, subject to the approval of the City Engineer

and ADA Coordinator. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines.

13. Construct an 8 feet wide sidewalk behind the curb along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 210. The sidewalk shall be constructed of colored Portland cement concrete. The admixture shall be Desert Sand, Palm Springs Tan, or approved equal color by the Engineering Division.
14. Construct a Type A curb ramp meeting current California State Accessibility standards at the northeast corner of the intersection of South Palm Canyon Drive and Mesquite Avenue in accordance with City of Palm Springs Standard Drawing No. 212.
15. Construct a 14-foot wide landscaped median island along the entire frontage. Provide a 50 feet long southbound left turn pocket, and a 50 feet long northbound left turn pocket at the Main Entry (aligned with the existing access to Rock Garden Cafe) with 90 feet long bay tapers; and a 200 feet long southbound left turn pocket at Mesquite Avenue with a 90 feet long bay taper. The left turn pockets shall be designed in accordance with Section 405 of the current edition of the Caltrans Highway Design Manual, as approved by the City Engineer. The median shall be constructed as necessary to pass stormwater runoff from the west side to the east side of South Palm Canyon Drive, as may be determined during final engineering design, subject to the review and approval by the City Engineer.
16. Submit landscaping and irrigation system improvement plans for review and approval by the City Engineer and Director of Planning. The irrigation system shall be separately metered from the parkway landscaping to be maintained by the applicant, for future use by the City upon acceptance of the landscaping by the City. The plans shall be approved in conjunction with the street improvement plans for the median and prior to issuance of a building permit, unless otherwise allowed by the City Engineer.
17. All median landscaping shall be guaranteed for a period of one year ~~90 days~~ from the date of acceptance by the City Engineer. Any landscaping that fails during the one-year ~~90-day~~ landscape maintenance period shall be replaced with similar plant material to the satisfaction of the City Engineer, and shall be subject to a subsequent one-year ~~90-day~~ landscape maintenance period.
18. Condition # 18 deleted.
19. Construct pavement with a minimum pavement section of 5 inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean sawcut edge of pavement along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110 and 340. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.
20. Install a catch basin of appropriate size to accommodate the stormwater runoff tributary to the existing low point along South Palm Canyon Drive (between the Tahquitz Creek bridge and Mesquite Avenue). Install a storm drain connection pipe (HDPE pipe as allowed by the City Engineer) from the catch basin extending north within the South Palm Canyon Drive right-of-way,

to a new outlet in the Tahquitz Creek. The public storm drain shall not be connected to or extended on-site. The applicant shall coordinate with Riverside County Flood Control District (RCFC) for review and approval of a new outlet structure into the Tahquitz Creek immediately downstream from the Tahquitz Creek bridge. Submit storm drain improvement plans for review and approval by the City Engineer and RCFC.

MESQUITE AVENUE

21. Dedicate an additional right-of-way of 4 feet concentric with the back of the new sidewalk adjacent to the proposed 175 feet long westbound right-turn lane at the intersection with South Palm Canyon Drive and Mesquite Avenue, extending from South Palm Canyon Drive to the Mesquite Avenue driveway, as required by the City Engineer.
22. Remove the existing curb and gutter located 20 feet north of centerline and replace with a 6 inch curb and gutter located 26 feet north of centerline from South Palm Canyon Drive with an appropriate transition to 20 feet north of centerline adjacent to and west of the Mesquite Avenue driveway. The curb and gutter shall be constructed in accordance with City of Palm Springs Standard Drawing No. 200. The street shall be widened to provide a 20 feet wide eastbound lane, a 12 feet wide shared left-turn/through lane, and a 14 feet wide dedicated right-turn lane.
23. Construct a 28 feet wide driveway approach in accordance with City of Palm Springs Standard Drawing No. 205. The centerline of the driveway approach shall be located approximately 295 feet east of the centerline of South Palm Canyon Drive, as shown on the approved site plan.
24. Construct a Type C curb ramp meeting current California State Accessibility standards on each side of the driveway approach in accordance with City of Palm Springs Standard Drawing No. 214. The applicant shall ensure that an appropriate path of travel, meeting ADA guidelines, is provided across the driveway, and shall adjust the location of the access ramps, if necessary, to meet ADA guidelines, subject to the approval of the City Engineer and ADA Coordinator. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines.
25. Construct an 8 feet wide sidewalk behind the curb from South Plan Canyon to the Mesquite driveway and a 5 foot side walk from the driveway to Random Road in accordance with City of Palm Springs Standard Drawing No. 210.
26. Construct a Type A curb ramp meeting current California State Accessibility standards at the northwest corner of the intersection of Mesquite Avenue and Random Road in accordance with City of Palm Springs Standard Drawing No. 212.
27. Construct pavement with a minimum pavement section of 3 inches asphalt concrete pavement over 6 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed or existing gutter to clean sawcut edge of pavement where required. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.
28. All broken or off grade street improvements shall be repaired or replaced.

RANDOM ROAD

29. Construct a 5 feet wide sidewalk behind the curb along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 210.
30. Construct a 20 feet wide driveway approach in accordance with City of Palm Springs Standard Drawing No. 201. The centerline of the driveway approach shall be located approximately 305 feet north of the centerline of Mesquite Avenue, aligned with San Lorenzo Road. Access shall be limited to emergency access only. The access shall be gated and ~~locked with a "knex box", with access provided as required to the Fire Department.~~ An Opticom or Tomar system (or approved equal) for automatic operation by emergency vehicles, with uninterrupted power supply (battery back-up), shall be installed for the entry gates, meeting the approval of the Fire Marshall.
31. All broken or off grade street improvements shall be repaired or replaced.

ON-SITE PRIVATE STREETS

32. The on-site layout of streets and parking spaces is subject to further review and approval by the City Engineer. Adjustment of proposed street alignments, and deletion or relocation of proposed parking spaces may be required during review of construction plans for on-site improvements during final engineering, as required by the City Engineer. Approval of the preliminary site plan does not constitute approval of the on-site layout of streets and parking spaces as proposed.
33. Dedicate an easement extending from back of curb to back of curb to the City of Palm Springs for service and emergency vehicles and personnel access over the private streets.
34. All two-way on-site streets shall be a minimum of 24 feet wide (as measured from curb face or edge of travel way).
35. All on-site streets shall be constructed with concrete wedge curbs and cross-gutters as necessary to accept and convey on-site stormwater runoff to the on-site storm drain system, in accordance with applicable City Standards.
36. Construct pavement with a minimum pavement section of 2½ inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.
37. Parking shall be restricted along both sides of the on-site streets, as necessary to maintain a minimum 24 feet wide clear two-way travel way. Regulatory Type R26 "No Parking" signs or red curb shall be installed along the private streets as necessary to enforce parking restrictions. The Home Owners Association (HOA) shall be responsible for regulating and maintaining required no parking restrictions, which shall be included in Covenants, Conditions, and Restrictions (CC&R's) required for the development.
38. Proposed parking spaces located on Lot "E" shall be deleted. Lot "E" shall be provided as a minimum 20 feet wide emergency access driveway to Random Road, as required by the Fire Marshall.

- 38A. An accessible pedestrian path of travel shall be provided throughout the development, as may be required by applicable state and federal laws. An accessible path of travel shall be constructed of Portland cement concrete, unless alternative materials meeting state and federal accessibility standards is approved by the City Engineer.

SANITARY SEWER

39. All sanitary facilities shall be connected to the public sewer system.
40. 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.
41. An on-site private sewer system shall be constructed to collect sewage from the development and connect to the existing public sewer system. Sewer plans shall be submitted to the Engineering Division for review and approval. Private on-site sewer mains shall conform to City sewer design standards, including construction of 8 inch V.C.P. sewer main and standard sewer manholes. Sewer manhole covers shall be identified as "Private Sewer". A profile view of the on-site private sewer mains is not necessary provided sufficient invert information is provided in the plan view, including elevations with conflicting utility lines. Connection of the on-site private sewer system to the public sewer main shall be made as a standard lateral connection into the existing public sewer mains located in Mesquite Avenue and Random Road in accordance with City of Palm Springs Standard Drawing No. 405. Plans for sewers other than the private on-site sewer mains, i.e. building sewers and laterals from the buildings to the on-site private sewer mains, are subject to separate review and approval by the Building Division.

GRADING

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

- b. The first submittal of the Precise Grading and Paving Plan shall include the following information: a copy of final approved conformed copy of Conditions of Approval; a copy of the approved tentative tract map; a copy of current Title Report; a copy of Soils Report; and a copy of the associated Hydrology Study/Report.
- 42C. 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.
- 42D. 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 ground to resist wind loading.
- 42E. 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.
- 42F. Prior to approval of a Grading Plan (or issuance of a Grading Permit), the applicant shall obtain written approval to proceed with construction from the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. The applicant shall contact the Tribal Historic Preservation Officer or the Tribal Archaeologist at (760) 699-6800, to determine their requirements, if any, associated with grading or other construction. The applicant is advised to contact the Tribal Historic Preservation Officer or Tribal Archaeologist as early as possible. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during grading or other construction, and to arrange payment of any required fees associated with Tribal monitoring.
43. Drainage swales shall be provided adjacent to all curbs and sidewalks to keep nuisance water from entering the public streets, roadways, or gutters.
44. ~~A National Pollutant Discharge Elimination System (NPDES) stormwater permit, issued from the California Regional Water Quality Control Board (Phone No. 760-346-7491) is required for the proposed development. A copy of the executed permit shall be provided to the City Engineer prior to issuance of a grading permit. Notice of Intent to comply with California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required for the proposed development via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading permit.~~
- 44A. Projects causing soil disturbance of one acre or more, must comply with either the General Permit for Stormwater Discharges Associated with Construction Activity or the General Permit for Stormwater Discharges Associated with Construction Activity from Small Linear Underground/Overhead Projects, and shall prepare and implement a stormwater pollution prevention plan (SWPPP). A copy of the up-to-date SWPPP shall be kept at the project site and be available for review upon request.

45. In accordance with City of Palm Springs Municipal Code, Section 8.50.022 (h) ~~8.50.025-(e)~~, the applicant shall post with the City a cash bond of two thousand dollars (\$2,000.00) per disturbed acre at the time of issuance of grading permit for mitigation measures for erosion/blowsand relating to this property and development.
46. A geotechnical/soils report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the geotechnical/soils report shall be submitted to the ~~Building Department and to the Engineering Division~~ with the first submittal of a grading plan (if required) or prior to issuance of any permit approval of the Grading Plan.
- 46A. The applicant shall provide all necessary geotechnical/soils inspections and testing in accordance with the Geotechnical/Soils Report prepared for the project. All backfill, compaction, and other earthwork shown on the approved grading plan shall be certified by a California registered geotechnical or civil engineer, certifying that all grading was performed in accordance with the Geotechnical/Soils Report prepared for the project. Documentation of all compaction and other soils testing are to be provided. No certificate of occupancy will be issued until the required certification is provided to the City Engineer.
- 46B. The applicant shall provide pad elevation certifications for all building pads in conformance with the approved grading plan, to the Engineering Division prior to construction of any building foundation.
47. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan (if required). The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

DRAINAGE

48. All stormwater runoff across the property shall be accepted and conveyed in a manner acceptable to the City Engineer and released to Palm Springs Master Storm Drain Line 29 through an on-site storm drain system. Stormwater runoff may not be released directly to Storm Drain Line 29 or adjacent streets without first intercepting and treating with approved Best Management Practices (BMP's).
49. Provisions for the interception of nuisance water from entering adjacent public streets from the project site shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to landscape or parkway areas, and in only a stormwater runoff condition, pass runoff directly to the streets through parkway or under sidewalk drains.
50. The on-site storm drain system, including storm drain pipe sizing, catch basin sizing and other specifications for construction of required on-site storm drainage improvements shall be finalized in a Hydrology Report, subject to review and approval by the City Engineer, for this development.

51. Submit storm drain improvement plans for all on-site private storm drain improvements for review and approval by the City Engineer.
52. Construct storm drainage improvements, including but not limited to, catch basins and storm drain lines, for drainage of the development into Storm Drain Line 29, subject to the review and approval by the City of Palm Springs and Riverside County Flood Control District (RCFC).
53. The applicant shall construct Palm Springs Master Storm Drain Line 29 from the Tahquitz Creek outlet extending up Random Road to Mesquite Avenue. The applicant shall coordinate with Riverside County Flood Control District (RCFC) for the design and installation of Storm Drain Line 29, including associated catch basins and storm drain connector pipes, along both sides of Random Road up to the intersection with Mesquite Avenue. The construction of Storm Drain Line 29 shall be completed prior to issuance of a certificate of occupancy, unless otherwise allowed by the City Engineer.
54. The project shall ~~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 contaminated stormwater and non-stormwater runoff, shall ~~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 contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development (if any).
55. All on-site storm drain systems shall be privately maintained by a Homeowners Association (HOA). Provisions for maintenance of the on-site storm drain systems acceptable to the City Engineer shall be included in Covenants, Conditions and Restrictions (CC&R's) required for this project.
- 55A. 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 contaminated stormwater and non-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 contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development (if any).

GENERAL

56. 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.
- 56A. On phases or elements of construction following initial site grading (e.g., sewer, storm drain, or other utility work requiring trenching) associated with this project, the applicant shall be responsible for coordinating the scheduled construction with the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. Unless the project site has previously been waived from any requirements for Tribal monitoring, it is the applicant's responsibility to notify the Tribal Historic Preservation Officer or the Tribal Archaeologist at (760) 699-6800, for any subsequent phases or elements of construction that might require Tribal monitoring. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during construction, and to arrange payment of any required fees associated with Tribal monitoring. Tribal monitoring requirements may extend to off-site construction performed by utility companies on behalf of the applicant (e.g. utility line extensions in off-site streets), which shall be the responsibility of the applicant to coordinate and arrange payment of any required fees for the utility companies.
57. All proposed utility lines shall be installed underground.
58. 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. A detailed plan approved by the owner(s) of the affected utilities depicting all above ground facilities in the area of the project to be undergrounded, shall be submitted to the Engineering Division prior to approval of any grading plan. The existing overhead utilities across the north property line 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. Utility undergrounding shall be completed prior to issuance of a certificate of occupancy.

59. All existing utilities shall be shown on the grading/street plans. The existing and proposed service laterals shall be shown from the main line to the property line.
60. 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) and 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.
61. The original improvement plans prepared for the proposed development and approved by the City Engineer shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
62. 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.
63. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed per City of Palm Springs Standard Drawing No. 904.
- 63A. This property is subject to the Coachella Valley Multiple Species Habitat Conservation Plan Local Development Mitigation fee (CVMSHCP-LDMF). The LDMF shall be paid prior to issuance of Building Permit.

MAP

64. A Final Map shall be prepared by a California registered Land Surveyor or qualified Civil Engineer and submitted to the Engineering Division for review and approval. A Title Report prepared for subdivision guarantee for the subject property, the traverse closures for the existing parcel and all lots created therefrom, and copies of record documents shall be submitted with the Final Map to the Engineering Division as part of the review of the Map. The Final Map shall be approved by the City Council prior to issuance of building permits.
65. A copy of draft Covenants, Conditions and Restrictions (CC&R's) shall be submitted to the City Attorney for review and approval for any restrictions related to the Engineering Division's recommendations. The CC&R's shall be approved by the City Attorney prior to approval of the Final Map.
66. 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 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

67. The applicant shall install traffic calming measures as approved by the City Engineer and the neighborhood, including but not limited to, an entrance statement, monument sign, or other features, at the intersection of Mesquite Avenue and Random Road.
68. Relocate and modify the existing traffic signal at the intersection of South Palm Canyon Drive and Mesquite Avenue, in conjunction with the associated widening of South Palm Canyon Drive. The applicant shall submit traffic signal modification plans prepared by a California registered Civil Engineer or Traffic Engineer for review and approval by the City Engineer. The traffic signal shall be installed and operational prior to issuance of a Certificate of Occupancy, unless otherwise allowed by the City Engineer.
69. Install a traffic signal at the intersection of South Palm Canyon Drive and the Main Entry. The applicant shall submit traffic signal installation plans prepared by a California registered Civil Engineer or Traffic Engineer for review and approval by the City Engineer. The traffic signal shall be installed and operational prior to issuance of a Certificate of Occupancy, unless otherwise allowed by the City Engineer. The applicant shall be responsible for 100% of the cost to design and install the traffic signal; however, the applicant's fair share cost of this improvement is 50%. Any other developer's fair share costs that the City may receive for this traffic signal may be reimbursed to the applicant subject to the terms of a reimbursement agreement, up to a maximum of 50% of the total cost.
70. If reimbursement of costs associated with traffic mitigation measures is requested in writing by the applicant, the applicant shall submit a formal request for preparation of a Reimbursement Agreement and a \$2,500 deposit for City staff time associated with the preparation of the Reimbursement Agreement, including City Attorney fees. The applicant shall be responsible for payment of all associated staff time and expenses necessary in the preparation and processing of the Reimbursement Agreement with the City Council, and shall submit additional deposits as necessary when requested by the City, which are included in the amount that may be reimbursed to the applicant through the Reimbursement Agreement. The Reimbursement Agreement is subject to the City Council's review and approval, and its approval is not guaranteed nor implied by this condition.
71. Install traffic striping and signage improvements at the intersection of South Palm Canyon Drive and Mesquite Avenue to provide a 12 feet wide westbound left-turn lane, and a 14 feet wide exclusive westbound right-turn lane. Parking shall be prohibited along the north side of Mesquite Avenue, west of the Mesquite Avenue driveway. Submit traffic striping and signage plans to the City Engineer for review and approval. Required traffic striping and signage improvements shall be completed prior to issuance of a certificate of occupancy.
72. A minimum of 48 inches of clearance shall be provided on public sidewalks for handicap

- accessibility. Minimum clearance on public sidewalks shall be provided by either an additional dedication of a sidewalk easement (if necessary) and widening of the sidewalk; or by the relocation of any obstructions within the public sidewalk along the South Palm Canyon Drive, Mesquite Avenue, and Random Road frontages of the subject property.
73. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, and striping associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.
 74. Submit traffic striping plans for South Palm Canyon Drive and Mesquite Avenue, prepared by a California registered civil engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed in conjunction with required street improvements, to the satisfaction of the City Engineer, and prior to issuance of a certificate of occupancy.
 75. Install a 24 inch stop sign, stop bar, and "STOP" legend for traffic exiting the development a the secondary driveway on South Palm Canyon Drive and the Mesquite Avenue driveway, in accordance with City of Palm Springs Standard Drawing Nos. 620-625 and the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated January 13, 2012, or subsequent editions in force at the time of construction, as required by the City Engineer.
 76. Install stop controls at on-site street intersections, as required by the City Engineer.
 77. A decorative street light shall be provided as part of the Mesquite Avenue and Random Road intersection traffic calming program, to the satisfaction of the Director of Planning and City Engineer. The applicant shall be responsible for providing and maintaining electrical service to the decorative street light.
 78. Construction signing, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated January 13, 2012 ~~September 26, 2006~~, or subsequent editions in force at the time of construction.
 79. This property is subject to the Transportation Uniform Mitigation Fee which shall be paid prior to issuance of building permit.

END OF CONDITIONS

CITY OF PALM SPRINGS
BOND FOR FAITHFUL PERFORMANCE, LABOR, AND MATERIALS
FOR SETTING OF MONUMENTS

WHEREAS, the City Council of the City of Palm Springs, State of California, and RREF-DC Cameron LLC, a California Limited Liability Company (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to set certain survey monuments, which said agreement, dated _____, 2015, and identified as Tract Map 33575, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement and the payment of the engineer or surveyor for the setting of said monuments.

NOW THEREFORE, we, the Principal, and _____, as Surety, are held and firmly bound unto the City of Palm Springs (hereinafter called "City"), and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid Agreement with respect to the setting of monuments, in the penal sum of nine thousand five hundred dollars (\$ 9,500.00), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, and for the completion of said setting of monuments, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement respecting the setting of monuments and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Palm Springs, its officers, agents and employees, as therein stipulated, and shall have provided to the City evidence that the engineer or surveyor, and all said contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid Agreement with respect to the setting of monuments, have been paid for the setting of monuments, then this obligation becomes null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

(Signatures on Next Page)

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 2015.

SUBDIVIDER:

RREF-DC Cameron LLC, a California Limited Liability Company

Check one: Individual Partnership Corporation* Company

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

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

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

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

SURETY

By: _____
(Surety Name)

By: _____
Attorney-in-Fact

(All Signatures Shall Be Notarized)

CITY OF PALM SPRINGS
BOND FOR MAINTENANCE AND WARRANTY OF IMPROVEMENTS

WHEREAS, the City Council of the City of Palm Springs, State of California, and RREF-DC Cameron LLC, a California Limited Liability Company (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2015, and identified as Tract Map 33575 is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of said Agreement to maintain and guarantee the costs or repair and/or replacement of defective materials or defective workmanship in such improvements, which guarantee shall remain in effect for a period of one (1) year from date of acceptance of work by the City of Palm Springs (hereinafter called "City"), and to furnish a bond for the faithful performance of said Agreement and the payment of all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of any such maintenance and warranty work.

WHEREAS, Principal has completed said work and the City has accepted, or substantially concurrently herewith is accepting, said work, subject to the requirement of delivery of this obligation.

NOW THEREFORE, we, the Principal, and _____, as Surety, are held and firmly bound unto the City, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid Agreement, for one (1) year from and after the date of completion and acceptance of said work, in the penal sum of nine hundred thousand dollars (\$ 900,000.00), lawful money of the United States, for replacement and repair of any and all defective materials or defective workmanship within said improvements, and the payment of all materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor in connection with any such maintenance or warranty, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement respecting the repair and replacement of defective workmanship and materials thereof made as therein provided, on his or their part to be kept and

Maintenance & Warranty Bond
Page 2

performed at the time and in the manner therein specified, and in all respects save harmless the City of Palm Springs, its officers, agents and employees, as therein stipulated, then this obligation becomes null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

(Signatures on Next Page)

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 2015.

SUBDIVIDER:

RREF-DC Cameron LLC, a California Limited Liability Company

Check one: Individual Partnership Corporation* Company

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

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

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

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

SURETY

By: _____
(Surety Name)

By: _____
Attorney-in-Fact

(All Signatures Shall Be Notarized)

CITY OF PALM SPRINGS
FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Palm Springs, State of California, and RREF-DC Cameron LLC, a California Limited Liability Company (herein designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2015, and identified as Tract Map 33575, hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, are held firmly bound unto the City of Palm Springs, (hereinafter called "City"), in the penal sum of six million dollars (\$ 6,000,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Palm Springs, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 2015.

SUBDIVIDER:

RREF-DC Cameron LLC, a California Limited Liability Company

Check one: Individual Partnership Corporation* Company

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

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

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

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

SURETY

By: _____
(Surety Name)

By: _____
Attorney-in-Fact

(All Signatures Shall Be Notarized)

**CITY OF PALM SPRINGS
LABOR AND MATERIALS BOND**

WHEREAS, the City Council of the City of Palm Springs, State of California, and RREF-DC Cameron LLC, a California Limited Liability Company (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2015, and identified as Tract Map 33575 is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Palm Springs to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Palm Springs and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of three million dollars (\$3,000,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Labor & Materials Bond
Page 2

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 2015.

SUBDIVIDER:

RREF-DC Cameron LLC, a California Limited Liability Company

Check one: __Individual __Partnership __Corporation* __Company

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

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

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

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

SURETY

By: _____
(Surety Name)

By: _____
Attorney-in-Fact

(All Signatures Shall Be Notarized)

ATTACHMENT 4

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP NO. 33575 AND ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT WITH RREF II DC CAMERON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF SOUTH PALM CANYON DRIVE AND MESQUITE AVENUE, IN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST

WHEREAS, the Planning Commission of the City of Palm Springs, at its meeting of October 12, 2005 recommended approval of Tentative Tract Map 33575, subject to conditions; and

WHEREAS, the City Council of the City of Palm Springs, (hereinafter the "City"), at its meeting of July 12, 2006 approved Tentative Tract Map 33575 subject to conditions; and

WHEREAS, RREF II DC Cameron, LLC, (hereinafter the "Subdivider"), has filed Tract Map No. 33575 with the City in accordance with Section 66458 of the California Government Code; and

WHEREAS, the Subdivider offers for dedication to the City of Palm Springs: Lots "B", "C", and "D" for street and public utility purposes. In addition, the Subdivider will allow easements for public utility purposes (PUE) and sidewalk purposes together with the right of ingress and egress for service and emergency vehicles and personnel, over portions of Lots "A", "1" and "4" all shown on Tract Map 33575; and

WHEREAS, required public improvements have not been completed by the Subdivider as of the filing of Tract Map 33575, and the Subdivider has requested that the City enter into a Subdivision Improvement Agreement with the Subdivider to secure the cost of public improvements in accordance with Section 66462 of the California Government Code.

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

Section 1. Tract Map 33575 is in substantial conformance with approved Tentative Tract Map 33575.

Section 2. Tract Map 33575 is in conformance with the General Plan.

- Section 3.** Tract Map 33575 conforms to all requirements of the Subdivision Map Act of the State of California.
- Section 4.** In accordance with Section 66477.1 of the California Government Code, the offers of dedication to the public on Tract Map 33575 shall be accepted by the City Clerk, subject to improvement, who shall certify acceptance by signature on the map thereof.
- Section 5.** The City Council hereby approves a Subdivision Improvement Agreement for Tract Map 33575 with the Subdivider, and accepts subdivision improvement securities in conformance with the requirements therein for public improvements.
- Section 6.** The City Manager is hereby authorized to execute the Subdivision Improvement Agreement with the Subdivider.
- Section 7.** The City Clerk shall cause to have recorded the Subdivision Improvement Agreement with the Riverside County Recorder.
- Section 8.** Requisite conditions associated with Tentative Tract Map 33575 have been satisfied, or will be satisfied pursuant to the Subdivision Improvement Agreement for Tract Map 33575 approved herewith.
- Section 9.** Tract Map 33575 is hereby approved for purposes therein defined.

ADOPTED THIS 15th day of July, 2015.

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 July 15, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California