



City Council Staff Report

Date: September 2, 2015 CONSENT CALENDAR

Subject: APPROVAL OF TRACT MAP 36738 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH PALM RIDGE HOUSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

CA Engineering, Inc., representing Palm Ridge Housing LLC, a Delaware Limited Liability Company, has requested approval of Tract Map 36738 to subdivide a vacant 20 acre parcel into 40 single family residential lots. Approval of Tract Map 36738 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 36738 AND AN ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT WITH PALM RIDGE HOUSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 665 WEST RAMON ROAD, IN SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 EAST."

STAFF ANALYSIS:

CA Engineering, Inc., representing Palm Ridge Housing LLC, a Delaware Limited Liability Company, (the "Developer"), submitted Tract Map 36738, requesting that the property located at 665 West Ramon Road, in Section 22, Township 4 South, Range 4 East, be subdivided into 40 single family residential lots. The project has been identified as "SKYE" a site map is provided below and a Vicinity Map is included as **Attachment 1**. A copy of Tract Map 36738 is included as **Attachment 2**.

ENVIRONMENTAL IMPACT:

Tentative Tract Map 36738 was considered a "Project" pursuant to the California Environmental Quality Act ("CEQA") Guidelines. Previously, the City, acting as Lead Agency pursuant to CEQA, prepared an Initial Study and Mitigated Negative Declaration for Tentative Tract Map 34938, residential subdivision proposed on the same site. On July 18, 2007, the City Council adopted Resolution No. 21998 adopting the Mitigated Negative Declaration ("MND") for that project. On November 19, 2014, the City Council considered and approved Tentative Tract Map 36738, and adopted Resolution No. 23705, re-adopting the MND previously adopted for the prior project. Approval of Tract Map 36738 implements the project as envisioned by Tentative Tract Map 36738, 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 36738.

FISCAL IMPACT:

Approval of Tract Map 36738 will subdivided the currently vacant parcel into 40 single family residential lots. Ultimately, upon completion of the 40 residential homes on these lots, the City will receive yet to be determined additional property tax revenue. Additional, incremental costs for public service will be incurred over time.

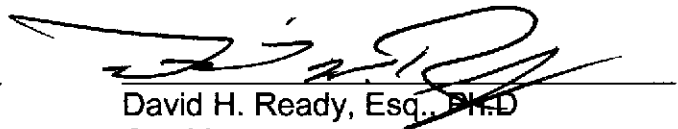
SUBMITTED

Prepared by:

Approved by:



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



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

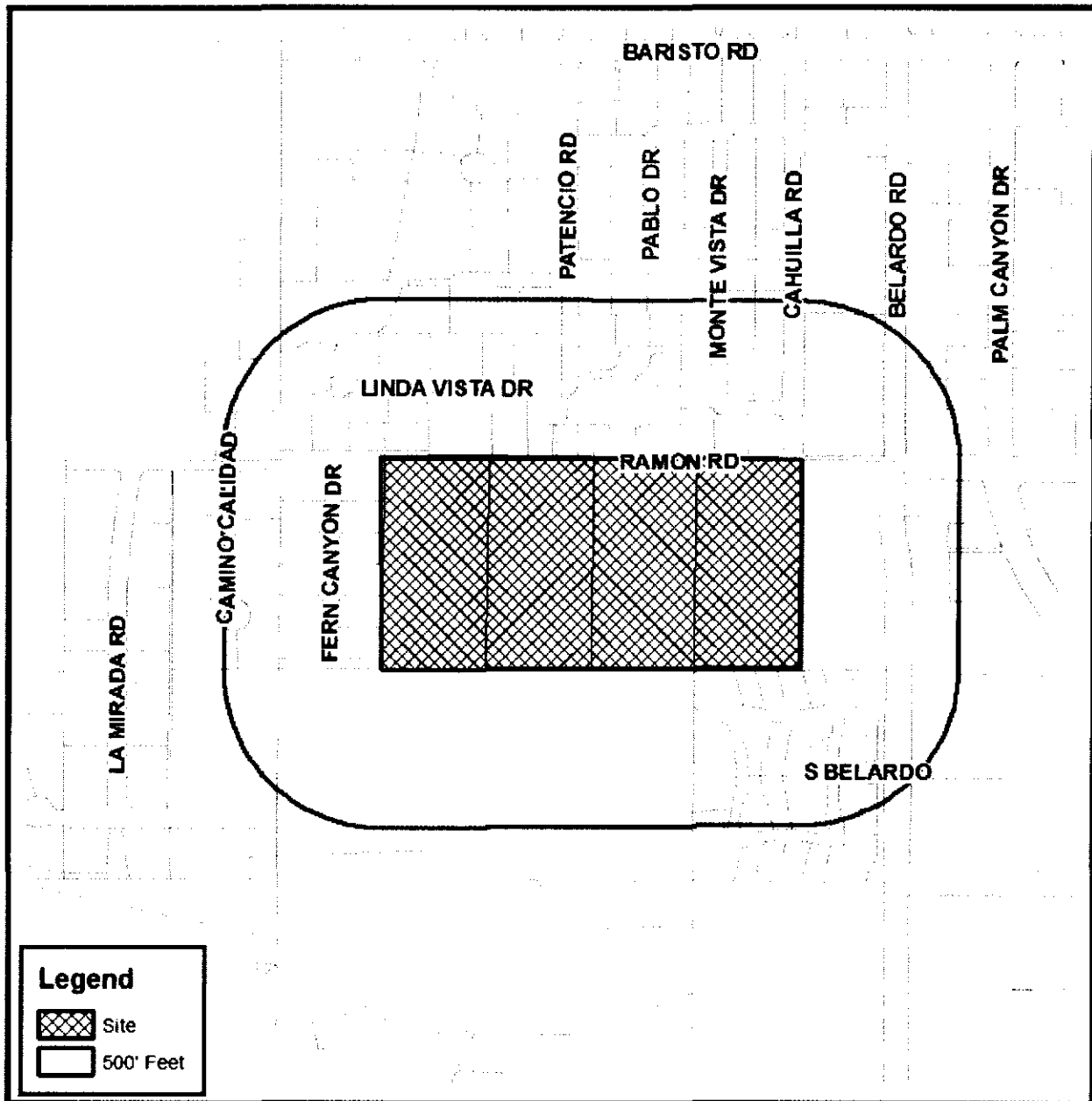
ATTACHMENTS:

1. Vicinity Map
2. Tract Map 36738
3. Subdivision Improvement Agreement
4. Resolution



ATTACHMENT 1



Department of Public Works and Engineering Vicinity Map



Legend

-  Site
-  500' Feet

CITY OF PALM SPRINGS

ATTACHMENT 2

TRACT NO. 36738

BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M. NORTHWEST QUARTER, ALL OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M. CA ENGINEERING, INC. JERALD E. ANHORN, JR., L.S. 7159 FEBRUARY, 2015

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2015, AT _____ IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF THE CITY CLERK OF THE CITY OF PALM SPRINGS. NO. _____ FEE _____ PETER ALDAMA ASSESSOR - COUNTY CLERK - RECORDER BY: _____ DEPUTY SUBDIVISION COMMITTEE: _____ PURSITY NATIONAL TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PALM RIDGE HOUSING LLC, IN FEBRUARY, 2015.

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



DATE: 1-22-15
JERALD L. ALDAMA, L.S. 7159
LICENSE EXPIRES 12-31-2015

TAX COLLECTOR'S CERTIFICATE

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

DATE: _____, 2015. DON KENT, COUNTY TAX COLLECTOR BY: _____ DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF _____ HAS BEEN EXECUTED BY _____ 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 RECORDED ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN FULLY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 2015.
CASH TAX BOND
KYLE W. HARRER, COUNTY TAX COLLECTOR
BY: _____ DEPUTY
KYLE W. HARRER, COUNTY TAX COLLECTOR
BY: _____ DEPUTY

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE REVIEWED THE WITHIN MAP, THAT IS, A MAP, CONSISTING OF 3 SHEETS, MAP NO. 36738, AND THE SURVEY THEREON, AND I HEREBY CERTIFY THAT SAID MAP, MAP NO. 36738, AND THE SURVEY THEREON, COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLETED WITH, AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

MARCUS L. FULLER, CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY OF PALM SPRINGS, P.L.S. NO. 7287
DATE: _____, 2015.
EXP. 03/31/15

CITY CLERK'S STATEMENT

I, JAMES THOMPSON, CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, STATE OF CALIFORNIA, HEREBY STATE THAT SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON FEBRUARY 19, 2015, HAS REVIEWED SAID MAP, MAP NO. 36738, AND THE SURVEY THEREON, AND HAS OFFERED FOR STREET AND PUBLIC UTILITY PURPOSES AND HAS ALSO ACCEPTED ON BEHALF OF THE PUBLIC, THE EASEMENTS SHOWN AS "SIDEWALK EASEMENT", FOR PEDESTRIAN INGRESS AND EGRESS PURPOSES, AS INDICATED. THE TENTATIVE MAP FOR SAID TRACT MAP WAS APPROVED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 19TH DAY OF NOVEMBER, 2014.

DATE: _____, 2015. BY: _____ CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66246 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED: CALIFORNIA TAX AND ASSESSMENT CORPORATION OF SAN FRANCISCO, HOLDER OF AN EASEMENT FOR ROAD PURPOSES PER DEED RECORDED MARCH 16, 1981, AS INSTRUMENT NO. 72360 OF OFFICIAL RECORDS.

SOILS REPORT

PURSUANT TO SECTION 66480 OF THE SUBDIVISION MAP ACT, A GEOTECHNICAL REPORT, FILE NO. _____, HAS BEEN OBTAINED AND IS ATTACHED TO THIS INSTRUMENT AS EXHIBIT A AND IS ON FILE WITH THE CITY OF PALM SPRINGS ENGINEERING DEPARTMENT.

NOTARY 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.

STATE OF CALIFORNIA) SS
COUNTY OF _____)
ON _____, 2015, BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I HAVE RECORDED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), 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
SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.
(PRINTED NAME) _____ MY COMMISSION EXPIRES _____
COMMISSION NUMBER _____

OWNERS' 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 RECORD IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, AND THAT WE HAVE MADE THIS STATEMENT WITHIN THE DISTRACTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS 7-1 THROUGH 7-1, INCLUDING THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

WE HEREBY DELEGATE OUR RIGHTS OF ACCESS ALONG RAMPON ROAD TO THE PUBLIC. THE OWNERS OF LOTS "A" THROUGH "E" INCLUDING ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO ACCESS EITHER THE GENERAL EASEMENT OR TRAVEL ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE LOCATION THEREOF SHALL TOLERATE THIS DEDICATION AS TO THE PART FACED.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE EASEMENTS SHOWN WITHIN THIS MAP AS "SIDEWALK EASEMENT". THE DEDICATION IS FOR PEDESTRIAN INGRESS AND EGRESS PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE EASEMENTS SHOWN WITHIN THIS MAP AS "SIDEWALK EASEMENT". THE DEDICATION IS FOR PEDESTRIAN INGRESS AND EGRESS PURPOSES.

PALM RIDGE HOUSING LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: WFO ENTERPRISE SUP LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: WOODBRIDGE PACIFIC GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY MANAGER

BY: TODD S. CORNINGHAM, MANAGER
BY: ANDREW WATSON, CHIEF INVESTMENT OFFICER

NOTARY 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.

STATE OF CALIFORNIA) SS
COUNTY OF Orange)
ON July 23, 2015, BEFORE ME, Susan M Alamillo, a Notary Public, personally appeared Susan M Alamillo and Andrew Watson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have recorded 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
SIGNATURE: Susan M Alamillo
(PRINTED NAME) Susan M Alamillo
MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.
MY COMMISSION EXPIRES 4-12-16
COMMISSION NUMBER 1974715

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

TRACT NO. 36738

BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER TOGETHER WITH THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER TOGETHER WITH THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

CA ENGINEERING, INC. JERALD E. ANHORN JR., L.S. 7159 FEBRUARY, 2015

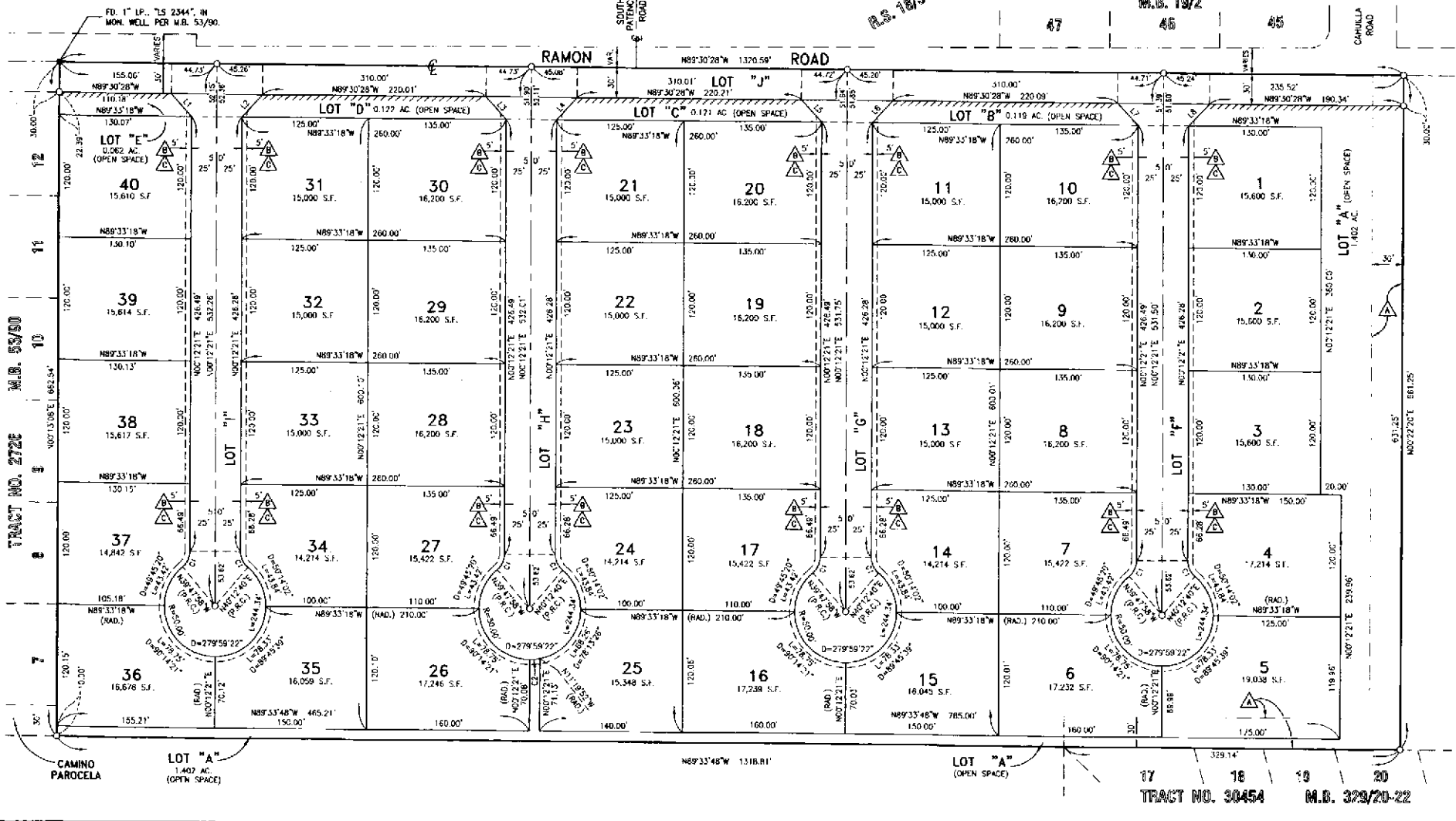
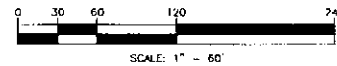
SHEET 3 OF 3 SHEETS

CURVE DATA			
NO.	RADIUS	DTI/A	ARC
C1	20.00'	49°59'41"	17.45'
C2	30.00'	11°32'13"	10.07'

LINE DATA		
NO.	BEARING	DISTANCE
L1	N41°24'56"W	29.94'
L2	N42°27'52"E	29.91'
L3	N41°43'58"W	29.74'
L4	N42°31'42"E	25.60'
L5	N42°03'14"W	29.55'
L6	N43°02'04"E	29.49'
L7	N42°22'45"W	29.35'
L8	N42°26'06"E	29.33'

PARCEL MAP NO. 11147
P.M.B. 60/38-39

NOTE:
SEE SHEET 2 FOR BOUNDARY SURVEY, VICINITY MAP,
SURVEYOR'S NOTES, MONUMENT NOTES AND EASEMENT NOTES



TRACT NO. 2782 M.B. 55/50

TRACT NO. 30454 M.B. 329/20-22

ATTACHMENT 3

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF PALM SPRINGS

and

Palm Ridge Housing LLC, a Delaware Limited Liability Company

TABLE OF CONTENTS

1.	Construction Obligations.....	2
1.1	Works of Improvement.....	2
1.2	Other Obligations Referenced in Conditions of Tentative Map Approval.....	2
1.3	Intent of Plans.....	2
1.4	Survey Monuments.....	3
1.5	Performance of Work.....	3
1.6	Changes in the Work.....	3
1.7	Defective Work.....	3
1.8	No Warranty by City.....	3
1.9	Authority of the City Engineer.....	3
1.10	Documents Available at the Site.....	3
1.11	Inspection.....	4
1.12	Compliance with Law.....	4
1.13	Suspension of Work.....	4
1.14	Final Acceptance of Works of Improvement.....	4
2.	Time for Performance.....	5
2.1	Commencement and Completion Dates.....	5
2.2	Phasing Requirements.....	5
2.3	Force Majeure.....	5
2.4	Continuous Work.....	6
2.5	Reversion to Acreage.....	6
2.6	Time of the Essence.....	6
3.	Labor.....	6
3.1	Labor Standards.....	6
3.2	Nondiscrimination.....	6
3.3	Licensed Contractors.....	6
3.4	Workers' Compensation.....	6
4.	Security.....	7
4.1	Required Security.....	7
4.2	Form of Security Instruments.....	7
4.3	Subdivider's Liability.....	8
4.4	Letters of Credit.....	9
4.5	Release of Security Instruments.....	9

5.	Cost of Construction and Provision of Inspection Service	10
5.1	Subdivider Responsible for All Related Costs of Construction.....	10
5.2	Payment to City for Cost of Related Inspection and Engineering Services	10
6.	Acceptance of Offers of Dedication	10
7.	Warranty of Work.....	10
8.	Default.....	11
8.1	Remedies Not Exclusive	11
8.2	City Right to Perform Work	11
8.3	Attorney's Fees and Costs	11
9.	Indemnity.....	11
10	General Provisions	12
10.1	Successors and Assigns.....	12
10.2	No Third Party Beneficiaries	12
10.3	Entire Agreement; Waivers and Amendments.....	12
11.	Corporate Authority	12

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 Palm Ridge Housing LLC, a Delaware Limited Liability Company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map for Tract Map No. 36738 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 "F" through "J" for street and public utility purposes.

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 \$3,019,404.25

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 \$3,000,000.00 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 \$1,500,000.00 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 \$18,000.00 equal to 100% of the cost thereof.

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

(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 \$450,000.00 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)

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

ATTEST:
CALIFORNIA

CITY OF PALM SPRINGS,

By _____
James Thompson, City Clerk

David H. Ready, City Manager

STANDARD FORM CITY ATTORNEY APPROVED AGREEMENT
RECOMMENDED BY:

Marcus Fuller, City Engineer / Assistant City Manager

SUBDIVIDER:

Palm Ridge Housing LLC, a Delaware Limited Liability Company

Check one: Individual Partnership Corporation* Company

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

By: Steven Zabala
Signature (notarized)

By: _____
Signature (notarized)

Name: STEVEN ZABALA

Name: _____

Title: PROJ. MANAGER

Title: _____

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

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

Mailing Address:

() - _____
() - _____ (fax)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

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 Riverside)

On 07-09-2015 before me, D. Laitinen, Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared Steven ZABALA
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/a/e 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.

D. Laitinen
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement Document Date: 07-09-2015

Number of Pages: 17 Signer(s) Other Than Named Above: _____

Additional Information: _____

EXHIBIT "A"

TRACT MAP 36738 LEGAL DESCRIPTION

Tract Map No. 36738, as recorded in Map Book ____, Pages ____ through ____ inclusive, records of Riverside County, California.

EXHIBIT "B"

TENTATIVE TRACT MAP 36738 CONDITIONS OF APPROVAL

EXHIBIT A

TENTATIVE TRACT MAP 36738 FOR A 40-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION LOCATED SOUTH OF RAMON ROAD AND EAST OF BELARDO ROAD.

November 19, 2014

CONDITIONS OF APPROVAL

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

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

ADMINISTRATIVE CONDITIONS

- ADM 1. Project Description. This approval is for the project described per Case TTM 36738; except as modified with the approved Mitigation Monitoring Program and the conditions below;
- ADM 2. Conform to all Codes and Regulations. The project shall conform to the conditions contained herein, all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, and any other City County, State and Federal Codes, ordinances, resolutions and laws that may apply.
- ADM 3. Tentative Map. This approval is for Tentative Tract Map 36738 located at Ramon Road date stamped 9.22.14. This approval is subject to all applicable regulations of the Subdivision Map Act, the Palm Springs Municipal Code, and any other applicable City Codes, ordinances and resolutions.
- ADM 4. Indemnification. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case TTM 36738. The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs.

Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

- ADM 5. Maintenance and Repair. The property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation all structures, sidewalks, bikeways, parking areas, landscape, irrigation, lighting, signs, walls, and fences between the curb and property line, including sidewalk or bikeway easement areas that extend onto private property, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.
- ADM 6. Time Limit on Approval. Approval of the Tentative Tract Map (TTM36738) shall be valid for a period of two (2) years from the effective date of the approval. Extensions of time may be granted by the Planning Commission upon demonstration of good cause. Extensions of time may be approved pursuant to Code Section 9.63.110. Such extension shall be required in writing and received prior to the expiration of the original approval.
- ADM 7. Right to Appeal. Decisions of an administrative officer or agency of the City of Palm Springs may be appealed in accordance with Municipal Code Chapter 2.05.00. Permits will not be issued until the appeal period has concluded.
- ADM 8. Public Art Fees. This project shall be subject to Chapters 2.24 and 3.37 of the Municipal Code regarding public art. The project shall either provide public art or payment of an in lieu fee. In the case of the in-lieu fee, the fee shall be based upon the total building permit valuation as calculated pursuant to the valuation table in the Uniform Building Code, the fee being 1/2% for commercial projects or 1/4% for residential projects with first \$100,000 of total building permit valuation for individual single-family units exempt. Should the public art be located on the project site, said location shall be reviewed and approved by the Director of Planning and Zoning and the Public Arts Commission, and the property owner shall enter into a recorded agreement to maintain the art work and protect the public rights of access and viewing.
- ADM 9. Park Development Fees. The developer shall dedicate land or pay a fee in lieu of a dedication, at the option of the City. The in-lieu fee shall be computed pursuant to Ordinance No. 1632, Section IV, by multiplying the area of park to be dedicated by the fair market value of the land being developed plus the cost to acquire and improve the property plus the fair share contribution, less any credit given by the City, as may be reasonably determined by the City

based upon the formula contained in Ordinance No. 1632. In accordance with the Ordinance, the following areas or features shall not be eligible for private park credit: golf courses, yards, court areas, setbacks, development edges, slopes in hillside areas (unless the area includes a public trail) landscaped development entries, meandering streams, land held as open space for wildlife habitat, flood retention facilities and circulation improvements such as bicycle, hiking and equestrian trails (unless such systems are directly linked to the City's community-wide system and shown on the City's master plan).

- ADM 10. CC&R's The applicant prior to issuance of building permits shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. These CC&R's may be enforceable by the City, shall not be amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances.
- ADM 11. CC&R's. Prior to recordation of a final Tentative Tract Map or issuance of building permits, the applicant shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. The draft CC&R package shall include:
- a. The document to convey title
 - b. Deed restrictions, easements, of Covenant Conditions and Restrictions to be recorded.
 - c. Provisions for joint access to the proposed parcels, and any open space restrictions.
 - d. A provision, which provides that the CC&R's may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.

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

- ADM 12. CC&R's Deposits & Fees. The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$3,500, for the review of the CC&R's by the City Attorney. A \$675 filing fee shall also be paid to the City Planning Department for administrative review purposes.
- ADM 13. CC&R's Noise Disclosure. The CC&R's shall have a disclosure statement regarding the location of the project relative to roadway noise, City special events, roadway closures for special events and other activities which may occur in the 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.

- ADM 14. CFD. The Project will bring a significant number of additional residents to the community. The City's existing public safety and recreation services, including police protection, criminal justice, fire protection and suppression, ambulance, paramedic, and other safety services and recreation, library, cultural services are near capacity. Accordingly, the City may determine to form a Community Facilities District (CFD) 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 per dwelling unit or dwelling unit equivalency unit, subject to an annual 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.

ENVIRONMENTAL ASSESSMENT CONDITIONS

- ENV 1. Coachella Valley Multiple-Species Habitat Conservation Plan (CVMSHCP) Local Development Mitigation Fee (LDMF) required. All projects within the City of Palm Springs, not within the Agua Caliente Band of Cahuilla Indians reservation are subject to payment of the CVMSHCP LDMF prior to the issuance of certificate of occupancy.
- ENV 2. California Fish & Game Fees Required. The project is required to pay a fish and game impact fee as defined in Section 711.4 of the California Fish and Game Code. This CFG impact fee plus an administrative fee for filing the action with the County Recorder shall be submitted by the applicant to the City in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to the final City action on the project (either Planning Commission or City Council determination). This fee shall be submitted by the City to the County Clerk with the Notice of Determination. Action on this application shall not be final until such fee is paid.
- ENV 3. Mitigation Monitoring. The mitigation measures of the environmental assessment shall apply. The applicant shall submit a signed agreement that the mitigation measures outlined as part of the negative declaration or EIR will be included in the plans prior to Planning Commission consideration of the environmental assessment. Mitigation measures are defined in the approved project description.
- ENV 4. Cultural Resource Site Monitoring. There is a possibility of buried cultural or Native American tribal resources on the site. A Native American Monitor shall be present during all ground-disturbing activities.

- ENV 5. a). A Native American Monitor(s) shall be present during all ground disturbing activities including clearing and grubbing, excavation, burial of utilities, planting of rooted plants, etc. Contact the Agua Caliente Band of Cahuilla Indian Cultural Office for additional information on the use and availability of Cultural Resource Monitors. Should buried cultural deposits be encountered, the Monitor shall contact the Director of Planning. After consultation the Director shall have the authority to halt destructive construction and shall notify a Qualified Archaeologist to further investigate the site. If necessary, the Qualified Archaeologist shall prepare a treatment plan for submission to the State Historic Preservation Officer and Agua Caliente Cultural Resource Coordinator for approval.
- b). Two copies of any cultural resource documentation generated in connection with this project, including reports of investigations, record search results and site records/updates shall be forwarded to the Tribal Planning, Building, and Engineering Department and one copy to the City Planning Department prior to final inspection.

PLANNING DEPARTMENT CONDITIONS

- PLN 1. Outdoor Lighting Conformance. Exterior lighting plans, including a photometric site plan showing the project's conformance with Section 93.21.00 Outdoor Lighting Standards of the Palm Springs Zoning ordinance, shall be submitted for approval by the Department of Planning prior to issuance of a building permit. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be included. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of hillsides is permitted.
- PLN 2. Water Efficient Landscaping Conformance. The project is subject to the Water Efficient Landscape Ordinance (Chapter 8.60.00) of the Palm Springs Municipal Code and all other water efficient landscape ordinances. The applicant shall submit a landscape and irrigation plan to the Director of Planning for review and approval prior to the issuance of a building permit. Landscape plans shall be wet stamped and approved by the Riverside County Agricultural Commissioner's Office prior to submittal. Prior to submittal to the City, landscape plans shall also be certified by the local water agency that they are in conformance with the water agency's and the State's Water Efficient Landscape Ordinances.
- PLN 3. Sign Applications Required. No signs are approved by this action. Separate approval and permits shall be required for all signs in accordance with Zoning Ordinance Section 93.20.00.
- PLN 4. Prior to recordation of the final subdivision map, the developer shall submit for review and approval the following documents to the Planning Department which shall demonstrate that the project will be developed and maintained in accordance with the intent and purpose of the approved tentative map:

- a. The document to convey title.
- b. Deed restrictions, easements, covenant conditions and restrictions that are to be recorded.
- c. The approved documents shall be recorded at the same time that the subdivision map is recorded. The documents shall contain provisions for joint access to the proposed parcels and open space restrictions. The approved documents shall contain a provision which provides that they may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.

PLN 5. Submittal of Final Plans. The Final Plans including landscape plans of all common areas, wall design and floor plans of individual units shall be submitted and returned to the City Council for final approval. (Added by the City Council on November 19, 2014)

FIRE DEPARTMENT CONDITIONS

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

- FID 1 These conditions are subject to final plan check and review. Initial fire department conditions have been determined on the site plan dated **May 7, 2014**. Additional requirements may be required.
- FID 2 Fire Department Conditions are based on the *2013 California Fire Code*. Three complete sets of plans for private fire service mains, fire alarm, or fire sprinkler systems must be submitted at time of the building plan submittal.
- FID 3 Fire department access roads/driveways shall be provided so that no portion of the exterior wall of the first floor of any building will be more than 150 feet from such roads.
- FID 4 **Security Gates (CFC 503.6):** A Knox key operated switch shall be installed at every automatic gate. Secured automated vehicle gates or entries shall utilize a combination of a Tomar Strobeswitch™, or approved equal, and an approved Knox key electric switch when required by the fire code official. The installation of security gates across a fire apparatus access road shall be approved by the Fire Chief. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200 and an approved Knox key electric switch. Approved security gates shall be a minimum of 14 feet in unobstructed drive width on each side with gates in the open position.

FID 5 Private streets shall have a minimum width of at least 20 feet, pursuant to *California Fire Code* 503.2.1 however, a greater width for private streets may be required by the City engineer to address traffic engineering, parking, and other issues. The Palm Springs Fire Department requirements for two-way private streets, is a minimum width of 24 feet, unless otherwise allowed by the City Engineer. No parking shall be allowed in either side of the roadway. The following text, developed in concert with Engineering, Planning, and Fire is proposed as alternative text for the Circulation Element, page 4-5:

- **Local.** Primarily provides access to individual parcels of land. Minimum right-of-way is 50 feet. In Estate, Very Low and Low Density Residential neighborhoods, street widths may be reduced to 28 feet (curb face to curb face) provided that 1) additional off street parking is provided as determined by the City Engineer, the Fire Chief and Director of Planning, 2) rolled or wedge curb is provided such that vehicles may park partially out of the traveled way, and 3) pedestrian pathways or sidewalks, separated from the curb by a minimum five foot parkway, are provided.
- **Private Streets.** Private streets provide access to individual parcels of land in planned development communities approved with privately maintained access. Access may be restricted. Private street widths shall be established based on a hierarchy of primary and secondary streets and parking conditions such that uninterrupted traffic flow, pedestrian safety, and emergency access is assured.
- **Private Primary Streets** are typically the main access street in a private development or main 'ring road'. Private Primary Streets may provide access to individual parcels in a planned development as well as receive traffic from Secondary Private Streets or other parcels that do not front the street. Private Primary Streets shall be either a minimum of 32 feet wide (curb face to curb face) to accommodate on-street parking on one side and emergency access, or 36 feet wide (curb face to curb face) with on-street parking on two sides.
- **Private Secondary Streets** provide access to individual parcels in a planned development and do not receive traffic from other streets or other parcels that do not front that street. Private Secondary Streets may range in width from 28 to 32 feet (curb face to curb face) provided that 1) additional off-street (guest) parking is provided in the area of the Secondary Street as determined by the Planning Commission, 2) rolled or wedge curb is provided such that vehicles may park partially out of the traveled way, and 3) pedestrian pathways or sidewalks, separated from the curb by a minimum five foot parkway, are provided. If all three of these conditions are NOT provided, private secondary streets shall be a standard minimum 32 feet with parking on one side only.

- **Designated fire lanes** in private developments shall be not less than 24 feet wide (curb face to curb face) with no parking on either side.
- **Reduced Roadway Width:** Areas with reduced roadway width (such as entry and exit gates, entry and exit approach roads, traffic calming areas) that are under 36 feet wide require red painted curb to maintain minimum 24 foot clear width. Red curb shall be stenciled "NO PARKING" and "FIRE LANE" with white paint.

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

- FID 6 **Surface (CFC 503.2.3):** Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (73,000 lbs. GVW) and shall be surfaced so as to provide all-weather driving capabilities.
- FID 7 **Fire Hydrant Flow and Number of Fire Hydrants (CFC 508.5):** Fire hydrants shall be provided in accordance with CFC Appendix B, Fire Flow Requirements for Buildings, for the protection of buildings, or portions of buildings, hereafter constructed. The required fire hydrant flow for this project is 750 gallons per minute (with fire sprinklers) (CFC Appendix B) and one available fire hydrant must be within 250 feet from any point on lot street frontages. (CFC Appendix C)
- FID 8 **Operational Fire Hydrant(s) (CFC 508.1, 508.5.1 & 1412.1):** Operational fire hydrant(s) shall be installed within 250 feet of all combustible construction. They shall be installed and made serviceable prior to and during construction. No landscape planting, walls, or fencing is permitted within 3 feet of fire hydrants, except ground cover plantings.
- FID 9 **NFPA 13D Fire Sprinklers Required:** An automatic fire sprinkler system is required. Only a C-16 licensed fire sprinkler contractor shall perform system design and installation. System to be designed and installed in accordance with NFPA standard 13D, 2010 Edition, as modified by local ordinance.
- FID 10 **Fire Severity Zone (CBC 701A):** Subject property is located in a "very high fire" severity zone and subject to applicable building code requirements in Chapter 7A.

ENGINEERING DEPARTMENT

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

STREETS

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

RAMON ROAD

4. Dedicate abutters rights of access to Ramon Road along the entire frontage adjacent to Lots 1, 10, 11, 20, 21, 30, 31 and 40; vehicular access to Ramon Road shall be prohibited.
5. Remove the existing asphalt concrete berm located approximately 18 feet south of centerline and construct 6 inch curb and gutter located 18 feet south of centerline along the entire frontage, in accordance with City of Palm Springs Standard Drawing No. 200.
6. Construct new street intersections with 25 feet radius curb returns, spandrels, and a 6 feet wide cross-gutter, in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
7. Construct a 5 feet wide sidewalk behind the curb along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 210.

8. Construct a Type A curb ramp meeting current California State Accessibility standards at the corners of the street intersections with Ramon Road in accordance with City of Palm Springs Standard Drawing No. 212.
9. 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, from edge of proposed gutter to clean sawcut edge of pavement in accordance with City of Palm Springs Standard Drawing No. 110. Additional pavement removal and replacement, or grind/overlay from the Ramon Road centerline may be required upon review of existing pavement cross-sections, and to ensure grade breaks of the pavement cross-section do not occur within a travel lane. 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.
10. Remove the existing neighborhood traffic calming "speed humps" and replace with new traffic calming "speed humps" in conjunction with the widening of Ramon Road. Final engineering and other details associated with the adjusted or replaced traffic calming improvements shall be subject to the review and approval by the City Engineer.
11. Construct off-site street improvements between Cahuilla Road and Belardo Road as necessary to release off-site stormwater runoff conveyed through the property and released onto Ramon Road. Remove the existing asphalt concrete berm located approximately 18 feet south of centerline and construct 6 inch curb and gutter located 18 feet south of centerline along the entire frontage, including a 25 feet radius curb return and spandrel and the west half of a 6 feet wide cross-gutter at the southwest corner of Ramon Road and Belardo Road, in accordance with City of Palm Springs Standard Drawing No. 200. Construct pavement with a minimum pavement section of 3 inches asphalt concrete pavement over 6 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean sawcut edge of pavement in accordance with City of Palm Springs Standard Drawing No. 110. Additional pavement removal and replacement, or grind/overlay from the Ramon Road centerline may be required upon review of existing pavement cross-sections, and to ensure grade breaks of the pavement cross-section do not occur within a travel lane. 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.
12. Costs associated with design and construction of the off-site street improvements from Cahuilla Road to Belardo Road may be reimbursed pursuant to a Reimbursement Agreement approved by the City Council, in accordance with City policies. Following completion and acceptance of the off-site street

improvements by the City Engineer, if reimbursement 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 at a Public Hearing, and its approval is not guaranteed nor implied by this condition.

PUBLIC STREETS

13. Construct 6 inch curb and gutter, 18 feet from centerline along both sides of the streets, with 25 feet radius curb returns and spandrels at all street intersections, in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
14. Construct a 6 feet wide cross-gutter across the intersection of Lot J with Lot F – Lot I, with a flowline 18 feet south of and parallel with the centerline of Ramon Road; in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
15. Construct full cul-de-sacs in accordance with City of Palm Springs Standard Drawing No. 101, curb portion only. A minimum curb radius of 43 feet shall be constructed throughout the cul-de-sac bulb.
16. Construct driveway approaches in accordance with City of Palm Springs Standard Drawing No. 201.
17. Construct a 5 feet wide sidewalk behind the curb along the frontage of all streets in accordance with City of Palm Springs Standard Drawing No. 210.
18. Construct a minimum pavement section of 2½ inches asphalt over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, within all on-site private streets in accordance with City of Palm Springs Standard Drawing No. 110 and 300. 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.

SANITARY SEWER

19. All sanitary facilities shall be connected to the public sewer system. New laterals shall not be connected at manholes.

20. Submit sewer improvement plans prepared by a California registered civil engineer to the Engineering Division. The plans shall be approved by the City Engineer prior to issuance of any building permits.
21. Construct an 8 inch V.C.P. sewer main across the street frontages located 5 feet from centerline or as required by the City Engineer, and connect to the existing public sewer system in Ramon Road. All sewer mains constructed by the applicant and to become part of the public sewer system shall be digitally video recorded prior to acceptance of the sewer system for maintenance by the City. A computer disc of the video recording shall be provided to the City Engineer for review. Any defects of the sewer main shall be removed, replaced, or repaired to the satisfaction of the City Engineer prior to acceptance.
22. Pay a sewer assessment fee in accordance with the terms of the Sewer Reimbursement Agreement between the City of Palm Springs and Great Western Savings & Loan Association, Sewer Agreement No. 1465. The fee shall be paid prior to issuance of a building permit.

GRADING

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

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

24. Prior to issuance of grading permit, the applicant shall provide verification to the City Engineer that the \$2,731.00 per acre fee has been paid in accordance with the Tribal Habitat Conservation Plan (THCP).
25. Prior to approval of a Grading Plan, 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, Richard Begay (760-883-1368), or the Tribal Archaeologist, Patty Tuck (760-883-1368), 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.
26. 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.
27. In accordance with City of Palm Springs Municipal Code, Section 8.50.025 (c), the applicant shall post with the City a cash bond of two thousand dollars (\$2,000.00) per disturbed acre for mitigation measures for erosion/blowsand relating to this property and development.
28. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of a grading plan.
29. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan. The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

WATER QUALITY MANAGEMENT PLAN

30. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated stormwater and non-stormwater runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development (if any).
31. A Final Project-Specific Water Quality Management Plan (WQMP) shall be submitted to and approved by the City Engineer prior to issuance of a grading or building permit. The WQMP shall address the implementation of operational Best Management Practices (BMP's) necessary to accommodate nuisance water and storm water runoff from within the underground parking garage and the on-site private drive aisles. Direct release of nuisance water to adjacent public streets is prohibited. Construction of operational BMP's shall be incorporated into the Precise Grading and Paving Plan.
32. Prior to issuance of any grading or building permits, the property owner shall record a "Covenant and Agreement" with the County-Clerk Recorder or other instrument on a standardized form to inform future property owners of the requirement to implement the approved Final Project-Specific Water Quality Management Plan (WQMP). Other alternative instruments for requiring implementation of the approved Final Project-Specific WQMP include: requiring the implementation of the Final Project-Specific WQMP in Home Owners Association or Property Owner Association Covenants, Conditions, and Restrictions (CC&Rs); formation of Landscape, Lighting and Maintenance Districts, Assessment Districts or Community Service Areas responsible for implementing the Final Project-Specific WQMP; or equivalent. Alternative instruments must be approved by the City Engineer prior to issuance of any grading or building permits.
33. Prior to issuance of certificate of occupancy or final City approvals (OR of "final" approval by City), the applicant shall: (a) demonstrate that all structural BMP's have been constructed and installed in conformance with approved plans and specifications; (b) demonstrate that applicant is prepared to implement all non-

structural BMP's included in the approved Final Project-Specific WQMP, conditions of approval, or grading/building permit conditions; and (c) demonstrate that an adequate number of copies of the approved Final Project-Specific WQMP are available for the future owners (where applicable).

34. Prior to issuance of certificate of occupancy or final City approvals (OR of "final" approval by City), the applicant shall:
 - a. Demonstrate that all structural BMPs have been constructed and installed in conformance with approved plans and specifications;
 - b. Demonstrate that applicant is prepared to implement all non-structural BMPs included in the approved Final Project-Specific Water Quality Management Plan (WQMP), conditions of approval, or grading/building permit conditions; and
 - c. Demonstrate that an adequate number of copies of the approved Final Project-Specific WQMP are available for the future owners (where applicable).

DRAINAGE

35. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all stormwater runoff falling on the site, on-site retention or other facilities approved by the City Engineer, shall be required to contain the increased stormwater runoff generated by the development of the property, as described in the Preliminary Hydrology and Hydraulic Report for Tentative Tract Map 34938 (Palm Ridge), prepared by Stantec Consulting, Inc. as revised in April, 2007. Final retention basin sizing, storm drain pipe sizing, drywell sizing, and other specifications for construction of required on-site storm drainage improvements shall be finalized in the final hydrology study and approved by the City Engineer.
36. Direct release of on-site nuisance water shall not be permitted to Ramon Road. Provisions for the interception of nuisance water from entering Ramon Road from Lot F – Lot I shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to the on-site retention basins or landscaped areas within Lot A, and in only a stormwater runoff condition, pass runoff directly to Ramon Road through parkway or under sidewalk drains.
37. Submit storm drain improvement plans for all on-site storm drainage facilities for review and approval by the City Engineer.
38. Off-site stormwater runoff shall be accepted and conveyed along the southerly property line, in an open channel. An on-site private storm drain system shall intercept and convey off-site stormwater runoff within the open channel, and

through the site into the on-site retention basin (Lot A), as described in the Preliminary Hydrology and Hydraulic Report for Tentative Tract Map 34938 (Palm Ridge), prepared by Stantec Consulting, Inc. as revised in April, 2007.

39. Reserve an easement over Lot A which shall be used for drainage purposes.
40. The on-site private storm drain system shall be privately maintained by a Homeowners Association (HOA). Provisions for maintenance of the on-site storm drain system acceptable to the City Engineer shall be included in Covenants, Conditions and Restrictions (CC&R's) required for this project.
41. This project may be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating stormwater runoff, may be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. If required, 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.
42. The project is subject to flood control and drainage implementation fees. The acreage drainage fee at the present time is \$9,212.00 per acre per Resolution No. 15189. Fees shall be paid prior to issuance of a building permit.

GENERAL

43. 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.

44. 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, Richard Begay (760-883-1368), or the Tribal Archaeologist, Patty Tuck (760-883-1368) 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.
45. All proposed utility lines shall be installed underground.
46. All existing utilities shall be shown on the improvement plans required for the project. The existing and proposed service laterals shall be shown from the main line to the property line.
47. Upon approval of any improvement plan by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD 2004 drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.
48. The original improvement plans prepared for the proposed development and approved by the City Engineer shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a final certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
49. 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.

50. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed in accordance with City of Palm Springs Standard Drawing No. 904.

MAP

51. 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.
52. 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.
53. 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, DWG (AutoCAD 2004 drawing file), DGN (Microstation drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variations of the type and format of G.I.S. digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.

TRAFFIC

54. Install a street name sign, 36 inch stop sign, stop bar, and "STOP" legend at all street intersections (as necessary) in accordance with City of Palm Springs Standard Drawing No. 620 through 625.
55. A minimum of 48 inches of clearance for handicap accessibility shall be provided on public sidewalks or pedestrian paths of travel within the development. Minimum clearance on public sidewalks 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 Ramon Road frontage of the subject property.

56. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.
57. 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 (MUTCD), dated January 13, 2012, or subsequent editions in force at the time of construction.
58. This property is subject to the Transportation Uniform Mitigation Fee which shall be paid prior to issuance of building permit.

END OF CONDITIONS

Executed in Duplicate Original.

Bond No. K09217654
Premium: Included in cost of
Performance bond.

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

WHEREAS, the City Council of the City of Palm Springs, State of California, and Palm Ridge Housing LC, a Delaware 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 36738 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 one million, five hundred thousand dollars (\$1,500,000.00), 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 July 2, 2015.

SUBDIVIDER:

Palm Ridge Housing LC, a Delaware 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: Todd S. Cunningham

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: Westchester Fire Insurance Company
(Surety Name)

By: 
Erik Johansson, Attorney-in-Fact

(All Signatures Shall Be Notarized)

CALIFORNIA 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.

STATE OF CALIFORNIA }

COUNTY OF Orange }

JUL 02 2015

On _____ before me, Melissa A. Lopez Notary Public,

Date

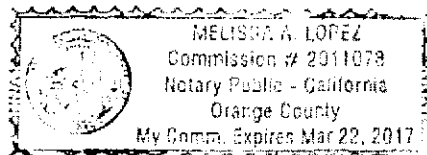
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Melissa Lopez (Seal)

OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange

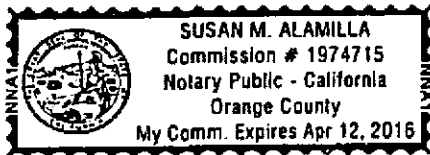
On July 7, 2015 before me, Susan M. Alamilla, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Todd S. Cunningham
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment").

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Erik Johansson, all of the City of TUSTIN, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000 00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 25 day of June 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 25 day of June, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this _____ day of _____

JUL 02 2015



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 25, 2016.

**CITY OF PALM SPRINGS
FAITHFUL PERFORMANCE BOND**

WHEREAS, the City Council of the City of Palm Springs, State of California, and Palm Ridge Housing LLC, a Delaware 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 36738, 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 Westchester Fire Insurance Company as Surety, are held firmly bound unto the City of Palm Springs, (hereinafter called "City"), in the penal sum of three million dollars (\$3,000,000.00) 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 July 2, 2015.

SUBDIVIDER:

Palm Ridge Housing LLC, a Delaware 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: Todd S. Cunningham Name: _____
Title: Authorized Agent 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: Westchester Fire Insurance Company
(Surety Name)

By: 
Erik Johansson, Attorney-in-Fact

(All Signatures Shall Be Notarized)

CALIFORNIA 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.

STATE OF CALIFORNIA)

COUNTY OF Orange)

On JUL 02 2015 before me, Melissa A. Lopez Notary Public,

Date

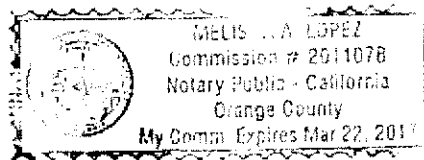
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Melissa Lopez (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange

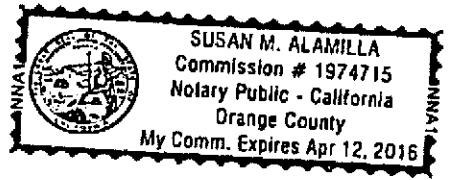
On July 7 2015 before me, Susan M. Alamilla, Notary Public

Date July 7 2015 personally appeared Todd S. Cunningham
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such previous written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Erik Johansson, all of the City of TUSTIN, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 25 day of June 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 25 day of June, AD 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of JUL 02 2015



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 25, 2016.

Executed in Duplicate Original.

Bond No. K09217691
Premium: \$360.00/2-year Initial
Term is Fully Earned.

**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 Palm Ridge Housing LLC, a Delaware Limited Liability Company (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to set certain survey monuments, which said agreement, dated _____, 2014, and identified as Tract Map 36738, 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 Westchester Fire Insurance Company, 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 eighteen thousand dollars (\$18,000.00), 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)

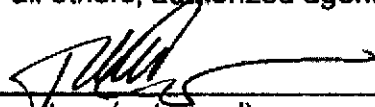
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 2, 2015.

SUBDIVIDER:

Palm Ridge Housing LLC, a Delaware 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: Todd S. Cunningham
Title: Authorized Agent

Name: _____
Title: _____

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

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: Westchester Fire Insurance Company
(Surety Name)

By: 
Erik Johansson, Attorney-in-Fact

(All Signatures Shall Be Notarized)

CALIFORNIA 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.

STATE OF CALIFORNIA)

COUNTY OF Orange)

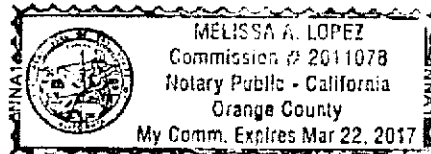
On JUL 02 2015 before me, Melissa A. Lopez Notary
Public, Date (here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Melissa Lopez (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

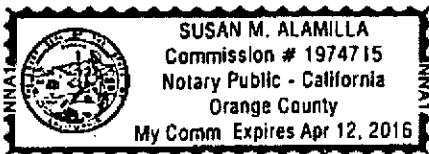
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On July 7, 2015 before me, Susan M. Alamillo, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Todd S. Cunningham
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in each written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairmen, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Erik Johansson, all of the City of TUSTIN, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 25 day of June 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 25 day of June, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this _____ day of _____

JUL 0 2 2015



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 25, 2016.

Executed in Duplicate Original.

Bond No. K09217654
Premium: Included in cost of
Performance Bond.

**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 Palm Ridge Housing LLC, a Delaware 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 36738 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 Westchester Fire Insurance Company, 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 four hundred and fifty thousand dollars (\$450,000.00), 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)

Maintenance & Warranty Bond
Page 3


IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 2, 2015.

SUBDIVIDER:

Palm Ridge Housing LLC, a Delaware 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: Todd S. Cunningham
Title: Authorized Agent

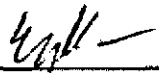
Name: _____
Title: _____

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

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: Westchester Fire Insurance Company
(Surety Name)

By: 
Erik Johansson, Attorney-in-Fact

(All Signatures Shall Be Notarized)

CALIFORNIA 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.

STATE OF CALIFORNIA }

COUNTY OF Orange }

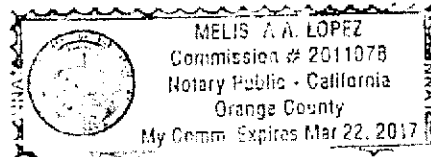
On JUL 02 2015 before me, Melissa A. Lopez Notary
Public, Date (here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Melissa Lopez (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

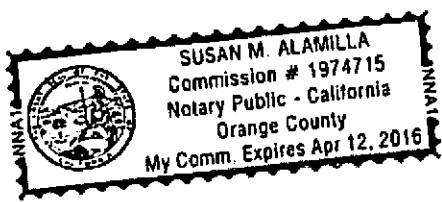
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange
On July 7, 2015 before me, Susan M. Alamilla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Todd S. Cunningham
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment of appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Erik Johansson, all of the City of TUSTIN, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 25 day of June 2014

WESTCHESTER FIRE INSURANCE COMPANY

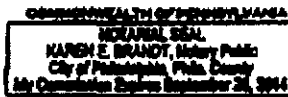


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 25 day of June, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of JUL 02 2015



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 25, 2016

ATTACHMENT 4

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP 36738 AND AN ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT WITH PALM RIDGE HOUSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 665 WEST RAMON ROAD, IN SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 EAST.

WHEREAS, the Planning Commission of the City of Palm Springs, at its meeting of October 22, 2014, recommended approval of Tentative Tract Map 36738, subject to conditions; and

WHEREAS, the City Council of the City of Palm Springs, (hereinafter the "City"), at its meeting of November 19, 2014, approved Tentative Tract Map 36738 subject to conditions; and

WHEREAS, Palm Ridge Housing LLC, a Delaware Limited Liability Company, (hereinafter the "Subdivider"), has filed Tract Map 36738 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 for public utility and street purposes lots "F" through "J" inclusive, an easement for public utility purposes shown within said map as "5-foot P.U.E.", an easement for public purposes shown within said map as "sidewalk easement" for pedestrian ingress and egress purposes, and all as shown on Tract Map 36738; and

WHEREAS, required public improvements have not been completed by the Subdivider as of the filing of Tract Map 36738, 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.

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

Section 1. Tract Map 36738 is in substantial conformance with the approved Tentative Tract Map 36738.

Section 2. Tract Map 36738 is in conformance with the General Plan.

Section 3. Tract Map 36738 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 36738 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 36738 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 36738 is hereby approved for purposes therein defined.

ADOPTED THIS 2nd day of September, 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 September 2, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California