



CITY COUNCIL STAFF REPORT

DATE: November 2, 2016

PUBLIC HEARING

SUBJECT: A REQUEST BY FREEHOLD COMMUNITIES, LLC (AVALON 1150), TO AMEND PRELIMINARY PLANNED DEVELOPMENT DISTRICT 290, A PREVIOUSLY-APPROVED PROJECT CONSISTING OF 1,150 RESIDENTIAL UNITS, AN 18-HOLE GOLF COURSE, A CLUBHOUSE, AND A PUBLIC PARK LOCATED ALONG THE NORTH SIDE OF SAN RAFAEL DRIVE, EAST OF NORTH INDIAN CANYON DRIVE, SOUTH OF THE WHITEWATER RIVER AND WEST OF SUNRISE WAY, (CASE 5.0982-PDD 290).

FROM: David H. Ready, City Manager

BY: Department of Planning Services

SUMMARY

The City Council shall consider a request by Freehold Communities, LLC (Avalon 1150), to amend Preliminary Planned Development District 290 (PDD 290), originally approved by City Council in 2004. The original approval provided for residential development on a 309.39 acre site consisting of 752 single-family and 398 multi-family homes, an 18-hole executive golf course, a golf clubhouse, a golf maintenance facility, and a park. The proposed amendment will replace the 97-acre golf course with open space, trails, dog parks, community gardens and sustainable landscaping/orchards; adjust the unit size ranges to allow a broader spectrum of home sizes; and modify the development standards, architecture, community clubhouse design, and landscape design (the "Amended Project"). No changes are proposed to the number of units, height limits, lot sizes, or the subdivision map. The applicant has proposed to change the name of the project from "Avalon" to "Miralon."

The Amended Project requires consideration of potential environmental impacts associated with the proposed amendment, and an Addendum to the previously-approved Mitigated Negative Declaration (MND) has been prepared for review and approval by the City Council.

RECOMMENDATION:

- 1) Open the public hearing and receive public testimony;
- 2) Adopt Resolution #____, "A RESOLUTION OF THE CITY COUNCIL OF THE

ITEM NO. 2A

CITY OF PALM SPRINGS, CALIFORNIA, APPROVING AN ADDENDUM TO THE PREVIOUSLY-APPROVED MITIGATED NEGATIVE DECLARATION (MND) AND APPROVING AMENDMENTS TO PLANNED DEVELOPMENT DISTRICT 290, A PREVIOUSLY APPROVED PROJECT CONSISTING OF 1,150 RESIDENTIAL UNITS, AN 18-HOLE GOLF COURSE, A CLUBHOUSE, AND A PUBLIC PARK LOCATED ALONG THE NORTH SIDE OF SAN RAFAEL DRIVE, EAST OF NORTH INDIAN CANYON DRIVE, SOUTH OF THE WHITEWATER RIVER AND WEST OF SUNRISE WAY, (CASE 5.0982-PDD 290).

BACKGROUND & SETTING:

The development was originally approved by City Council in 2004. The approved plan for the 309-acre development included 1,236 residential units, an 18-hole golf course, a golf clubhouse and maintenance facility, tennis courts, pools, and a public park located on Sunrise Way. A subsequent settlement agreement ultimately reduced the number of residential units to 1,150 units. The entire property has been rough graded, and utilities, the golf course, landscaping, and exterior walls were installed in 2007. Streets in Phase I of the development have been installed, and the pads for the Phase I residential lots have been graded. Due to the economic downturn, the development was never completed. Freehold Communities purchased the property in early 2016.

<i>Site Area</i>	
Net Acres	309.39 Acres

<i>Related Relevant City Actions</i>	
05/05/04	The City Council adopted a Mitigated Negative Declaration (MND) for the project and approved Case 5.0982 – PDD 290 and TTM 31848.
05/17/06	The Planning Commission approved an extension of time for PDD 290 and recommended approval of an extension of time for TTM 31848 to the City Council.
11/02/06	Parcel for public park dedicated to the City of Palm Springs.
12/18/06	The City Council approved a Subdivision Improvement Agreement (SIA) for the development.
02/16/07	Phase I Final Map for TTM 31848 recorded.
05/18/07	The City Council approved a one-year extension of time for Phase II of TTM 31848.
04/19/08	The City Council approved a one-year extension of time for Phase II of TTM 31848. Subsequent to this action, automatic extensions of valid tentative tract maps were extended by the Legislature.
02/03/16	An amendment to the SIA was approved by the City Council, with the new property owner to assume responsibility for all required improvements.

<i>Related Relevant City Actions</i>	
04/20/16	The City Council approved a one-year extension of time for Phase II of TTM 31848.
07/05/16	The AAC reviewed the proposed amendment to PDD 290, and recommended approval to the Planning Commission by a vote of 5-0.
10/13/16	The Planning Commission reviewed the proposed amendment to PDD 290, and recommended approval to the City Council, subject to conditions. Prior to taking action on the item, the Planning Commission held a Study Session on September 28, 2016.

<i>Most Recent Change of Ownership</i>	
2016	Freehold Communities, LLC (Avalon 1150) acquired the property.

<i>Related Building Permits/Business Licenses</i>	
06/06/07	Building Permit C19111 issued for the golf clubhouse, office, retail shop, café/bar, and cart storage building.
06/06/07	Building permits issued for the common areas, trash enclosures, fountain, parking lot, landscape lighting, perimeter walls, gates, and monument sign.

<i>Neighborhood Meeting/Neighborhood Notice</i>	
05/18/16	The applicant held a neighborhood meeting with the Four Seasons HOA Board of Directors.
06/29/16	The applicant held a neighborhood meeting with the Sundance HOA and the PS 42/San Rafael Neighborhood Organization.
07/26/16	The applicant held a neighborhood meeting with the Murano, Palermo, Park San Rafael, Sundance, and Vintage Palms HOA's.
09/12/16	The applicant met with the Four Seasons HOA.
10/10/16	The applicant gave a presentation at the regularly-scheduled Desert Highland/Gateway neighborhood meeting.

<i>Surrounding Property</i>	<i>Existing Land Use Per Chapter 92</i>	<i>Existing General Plan Designation</i>	<i>Existing Zoning Designation</i>
Subject Property	Partially developed golf course and residential subdivision	Low Density Residential; Medium Density Residential; Open Space	PDD 290
North	Whitewater River	Open Space	Watercourse Zone
South	Single-Family Residential; Multifamily Residential	Very Low Density Residential; Medium Density Residential	R-1-C; C-M; PD

East	Single-Family Residential	Very Low Density Residential; Medium Density Residential	PD
West	Undeveloped; Commercial Uses; Multifamily Residential	School; Neighborhood Community Commercial; Mixed-use; Medium Density Residential	R-1-C; C-1; C-M

STAFF ANALYSIS:

The proposed amendments to the development (“Amended Project”) include the following:

- Convert the 97-acre golf course to common open space, with a trail system, orchards, dog parks, community gardens, recreational areas, and community gathering spaces within the open space.
- Change the use of the golf clubhouse to a community center for residents of the development, with a community room, gym, exercise/yoga room, administrative space, swimming pools, and garden space.
- Modify the approved setbacks for the single-family residences, and allow an exclusive use easement in the rear yard areas of those lots that abut the common open space area.
- Modify the Development Guidelines to include updated architectural and design standards.

As the final map for Phase I of the project has been recorded and streets and infrastructure have been developed on the site, no changes are proposed to the configuration of the site plan for the development.

Golf Course Conversion and Landscape Modifications:

The Amended Project will convert the existing 97-acre golf course to open space and recreational amenities. The existing lakes within the golf course area and the cart paths will be retained. An additional 4.3 miles of trails will be added to the existing 3.3 mile golf cart path, and will be available for use by pedestrians and bicycles. The golf course fairways will be converted to an olive orchard, a citrus orchard, and desert landscaping. In addition, three dog parks, fitness stations, shaded rest areas/gathering spaces, and community gardens will also be within the former golf course areas. The breakdown of the various amenities is as follows:

- Olive orchard: 47.0 acres
- Desert landscaping: 33.0 acres
- Citrus orchard: 1.1 acres
- Community gardens: 0.3 acres

- Dog parks: 0.1 acres
- Trails: 8 acres (3.3 miles existing, 4.3 miles added)
- Lakes (existing): 6 acres

The applicant has prepared a revised landscape master plan with design guidelines and a master plant palette to unify the various landscape buffers and planting areas across the site. The master plan includes wall and fence plans, the “responsibility plan” as conditioned by the AAC, wall and fence criteria, gate criteria, hardscape criteria and typical front yard criteria for the single-family homes. The proposed plant palette is consistent with the materials recommended by the Coachella Valley Water District, and is appropriate for local conditions. The existing plantings at the perimeter of the site have not been well maintained; the applicant has indicated that rehabilitation of the existing landscape will be conducted in conformance to the revised landscape master plan, and will be carried out with the first phase of the development. A detailed landscape plan for the common areas will be submitted for review by the AAC and Planning Commission as part of a Final Development Plan review.

The applicant has submitted a technical memorandum prepared by Pace Engineering, comparing the water usage of the golf course with the water use for the proposed orchard and open space. The memorandum indicates that the golf course used 210,510 CCF (Centum Cubic Feet) annually, while the proposed orchard design would use 161,956 CCF annually. This represents a 23% reduction in the annual water use by converting from the golf course to the open space design.

Clubhouse/Community Center:

With the elimination of the golf course, the applicant is proposing to revise the design and use of the former clubhouse facility. The new clubhouse facility is intended to provide recreational and social amenities for residents, in addition to providing administrative space for the future HOA. The clubhouse will include a 5,394 square foot social space/club room, a garden pavilion, a demonstration kitchen, a 1,726 square foot cardio fitness room, a 904 square foot group exercise room, restrooms, and a 727 square foot administrative space. Two swimming pools and cabanas will also be provided at the clubhouse facility for use by residents of the development. The architectural design of the building has been substantially revised to incorporate modernist details and materials, including large glass windows and doors, deep roof overhangs for shading, smooth stucco exteriors, and masonry walls. Solar panels will be utilized as design elements, and the buildings have been configured to take advantage of passive ventilation.

Development Standard Modifications:

The applicant is seeking minor changes to the approved development standards, including an increase in front yard setback requirements, a decrease in rear yard setback requirements for lots that abut common open space, and a decrease in the minimum dwelling size. The following table identifies the proposed changes to the development standards:

Standard	Approved PDD 290 Standards	Proposed Amendment
Land Use	Multi-family/Condominium & Single-family residential	Same
Total Unit Count	1,150 Units	Same
Minimum Lot Area – Single Family	4,000 square feet	Same
Minimum Lot Dimension	40 ft. X 100 ft.	Same
Lot Sizes	4,000 sq. ft. to 14,485 sq. ft.	Same
Minimum Dwelling Size	1,200 square feet	<u>1,000 square feet</u>
Building Height – Single Family	Maximum 24 feet	Same
Building Height – Multifamily	Maximum 25 feet	Same
Single-Family Setbacks:		
• Front from living area	5 feet	<u>10 feet</u>
• Side-loaded garage	5 feet	<u>10 feet</u>
• Front-loaded garage	20 feet	<u>18 feet</u>
• Side yard setback	5 feet	Same, <u>with option for exclusive side yard easement on 4,000 SF and 4,500 SF lots</u>
• Rear yard setback – lot with exclusive use rear yard easement	N/A	<u>3 ft. min. to PL and 15' min. to outside boundary of exclusive use easement</u>
• Rear yard setback – without exclusive use rear yards	15 feet	Same
Multifamily	R-3 Zone standards apply	Same
Max. Lot Coverage	50% for 4,000 SF lots; 55% for 4,500/5,000/6,000 SF lots	<u>55% for 4,000/4,500 SF lots; 50% for 5,000/6,000 SF lots</u>

The key changes to the setback requirements include increasing the front yard setback from five feet to ten feet for the habitable portion of the dwelling, and decreasing the front setback for a front-loaded garage from 20 feet to 18 feet. The applicant has also requested to change the rear yard setback to a minimum of three feet for properties which abut the common open space area, concurrent with the proposal to grant an exclusive use easement of a portion of the open space to those properties. The

exclusive use easement area would vary between seven feet and 20 feet in depth, with a view fence to the common open space. No structures would be permitted in the exclusive use easement area. The rear yard setback for all other lots would remain at 15 feet, which is the standard setback for R-1 zoned properties. The side yard setbacks would remain at five feet, which maintains a minimum separation of ten feet between structures; the applicant has requested to allow an exclusive easement in the side yard for the 4,000 and 4,500 square foot lots, so as to provide a fully usable ten-foot side yard for the smaller lots.

No changes are proposed to the height limits for the development. Two-story residences are permitted for both the single-family and multifamily homes. One of the original conditions of approval restricted two-story residences within 200 feet of the perimeter of the development, with certain exceptions; this restriction will remain in place. The area of the second story will be restricted to no more than 50% of the first floor footprint, so as to limit the massing of the two-story residences. The applicant has requested to increase the lot coverage to 55% for the smaller lots as a means to encourage a greater percentage of one-story dwellings, but has reduced the lot coverage by 5% for the larger lots, as that will still allow sufficient developable area for a one-story floor plan.

As previously indicated, no changes are proposed to the lot sizes or site configuration, as the Phase I map for the project has already been recorded. The lots range from 4,000 square feet to 14,485 square feet, with the average lot size around 5,000 square feet. As previously discussed, the applicant has proposed to grant an exclusive use easement area to those lots that directly abut the common open space area. The HOA would be responsible for maintaining the landscaping within the easement, and a view fence will define the boundary between the easement and the open space. A gate will be provided from the open space to each residence, which will allow for a direct connection to the trails and other amenities within the open area.

For the multifamily component of the project, the original approval established the R-3 zoning district regulations as the development standards for the two multifamily parcels. The amendment does not propose to modify this standard, and the R-3 standards will continue to guide the development of the multifamily parcels.

Design Guideline Modifications:

The applicant has submitted a Design Guidelines manual with specific architectural standards for the residences that will be constructed within the development. These guidelines and standards will replace the specific architectural styles that were previously approved as part of the Preliminary Planned Development District application in 2004. The design guidelines establish three architectural variations, based on the work of Donald Wexler, William Cody, and Ricardo Legoretta. Each plan will be required to have three different elevations, as a means to encourage diversity in the residential streetscape. The guidelines establish a "monotony code," which further seeks to give variety by prohibiting similar floor plans and elevations from being located

next to each other or across the street from each other. The guidelines also define “special focus lots,” which occur at intersections or in other highly-visible areas, and establish context-specific standards for these unique lots. The guidelines specify a palette of colors and specific list of materials, as well as providing details for windows, doors, garage doors, and walls and fences.

Planning Commission Recommendations:

The Planning Commission reviewed the Amended Project at a publicly-noticed Study Session on September 28, 2016, and held a public hearing on the matter at their meeting of October 13, 2016. At the public hearing, the Planning Commission recommended approval of the project subject to a list of conditions. Some of the conditions include the following:

- Allow 55% lot coverage for the 4,000 and 4,500 square foot lots, and allow 50% lot coverage for the 5,000 and 6,000 square foot lots as a means to encourage more single-story residences;
- Allow the rear yard setback reduction for properties that abut the common open space, as long as a minimum three-foot setback is maintained from the property line and a 15-foot setback is maintained from the outer edge of the exclusive use easement boundary;
- Require a 15-foot rear yard setback for all other lots at the perimeter of the property;
- Allow public access to the trail system as a public benefit for the planned development;
- Require completion of the trails and common area amenities within each phase of the development prior to completion of 50% of the single-family units within that phase of the development;
- Require installation of the traffic signal at Indian Canyon and Sunrise Way upon permit issuance for the 100th residential unit within the development;
- Require annual monitoring of traffic impacts at the following intersections: Sunrise Way and Four Seasons Boulevard; San Rafael and Avenida Caballeros; and Indian Canyon and Corazon Avenue.

Many of the conditions were related to the standards in the proposed Design Guidelines manual; a full list of the conditions recommended by the Planning Commission is included as Attachment #9 to this report.

REQUIRED FINDINGS:

Pursuant to Sections 94.03.00(A) and 94.07.00(A) of the Palm Springs Zoning Code (PSZC), the following findings must be made relative to the amended planned development district. Findings in support of the Amended Project are as follows:

- a. *The proposed planned development amendment is consistent and in conformity with the general plan.*

The Amended Project is consistent with the Very Low Density Residential designation of the General Plan, in that the actual density of 3.87 dwelling units per acre is within the range of 2.1 to 4.0 dwelling units per acre. The use of the former golf course for open space and recreational uses is appropriate for a residential area, and the amendments to the development standards do not alter the character or density identified by the General Plan.

- b. *The subject property is suitable for the uses permitted in the proposed planned development district, in terms of access, size of parcel, relationship to similar or related uses, and other relevant considerations.*

The site is physically suitable and appropriate for the Amended Project given its close proximity to existing residential neighborhoods. The development provides four access points to adjacent streets, which has been determined by the associated environmental and traffic studies as being adequate for the number and type of units proposed.

- c. *The proposed planned development amendment is necessary and proper, and is not likely to be detrimental to adjacent property or residents.*

The Amended Project modifies development standards of the previously approved project while maintaining the general character and layout envisioned for the site. The proposed residential development is of a similar character to the adjacent residential development in terms of height and massing, and the amount of open space provided will exceed what is found in adjacent neighborhoods. Consequently, the proposed amendment will not be detrimental to adjacent property or residents.

- d. *That the subject use will not cause substantial injury to the values of property in the zone within which it is proposed to be located.*

Upon completion, the Amended Project will enhance the immediate surrounding and will improve property values within the zone. The site has been left partially developed for a while; the completion of the Amended Project should encourage further economic development in that part of the City.

Pursuant to PSZC Section 94.03.00(E)(3), the following additional findings must also be made for an amendment to a Planned Development District application in accordance with the criteria listed in PSZC Section 94.04.00(B)(6):

- a. *That the use applied for at the location set forth in the application is properly one for which a planned development district is authorized by this Zoning Code;*

The residential uses and recreational uses are consistent with the original Planned Development District approval and are also consistent with the comparable R-1 standards of the Palm Springs Zoning Code.

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

The conversion of the golf course to passive open space and recreational amenities is desirable and will assist in meeting the goals and objectives of the General Plan relative to sustainability and open space, as identified in the Land Use Element and the Recreation, Open Space & Conservation Element. The residential and recreational uses are consistent with the Land Use Element of the General Plan, and will not be detrimental to the residential neighborhoods and open space area that abut the site.

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

The site is adequate for the residential and recreational uses, in that over 97 acres will be devoted to open space and recreation, and the residential density is consistent with the density allowed for the site. While the applicant seeks to reduce certain yards and setbacks for the individual residential lots, the open space and buffers are adequate to provide an appropriate transition to adjacent existing development and any future development.

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

No changes are proposed to the street layout of the project or to the project entrances. The updated traffic letter submitted in conjunction with the Amended Project indicates that the traffic impact will be less than originally analyzed, and that there is adequate capacity on the adjacent streets to accommodate the traffic generated by the project.

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

The Conditions of Approval proposed in conjunction with the Amended Project are intended to assure that the project develops in an orderly fashion and will be

in compliance with all codes and regulations. The conditions will assist in protecting the public health, safety and welfare.

ENVIRONMENTAL DETERMINATION:

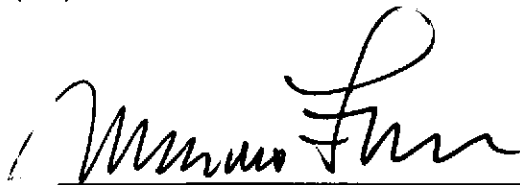
A Mitigated Negative Declaration (MND), was previously approved by City Council on May 5, 2004. An Addendum to the MND has been prepared which finds that the Amended Project will not result in any new significant environmental impacts or substantially increase the severity of previously identified significant impacts as compared to the previously approved project. Furthermore, the Addendum concludes that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent MND or Environmental Impact Report have occurred and therefore the Addendum to the MND is appropriate to satisfy CEQA requirements for the Amended Project.

CONCLUSION:

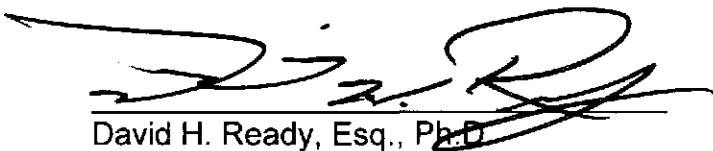
This review phase involves a previously approved preliminary planned development district project with substantial off-site and on-site improvements. The Amended Project involves changes to development standards, design features for the housing products, open space and landscaping. The Amended Project is consistent with the original project in terms of overall size, scope and intent of Planned Development District 290; therefore, staff recommends approval of the proposed amendment.



Flinn Fagg, AICP
Director of Planning Services



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



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

Attachments:

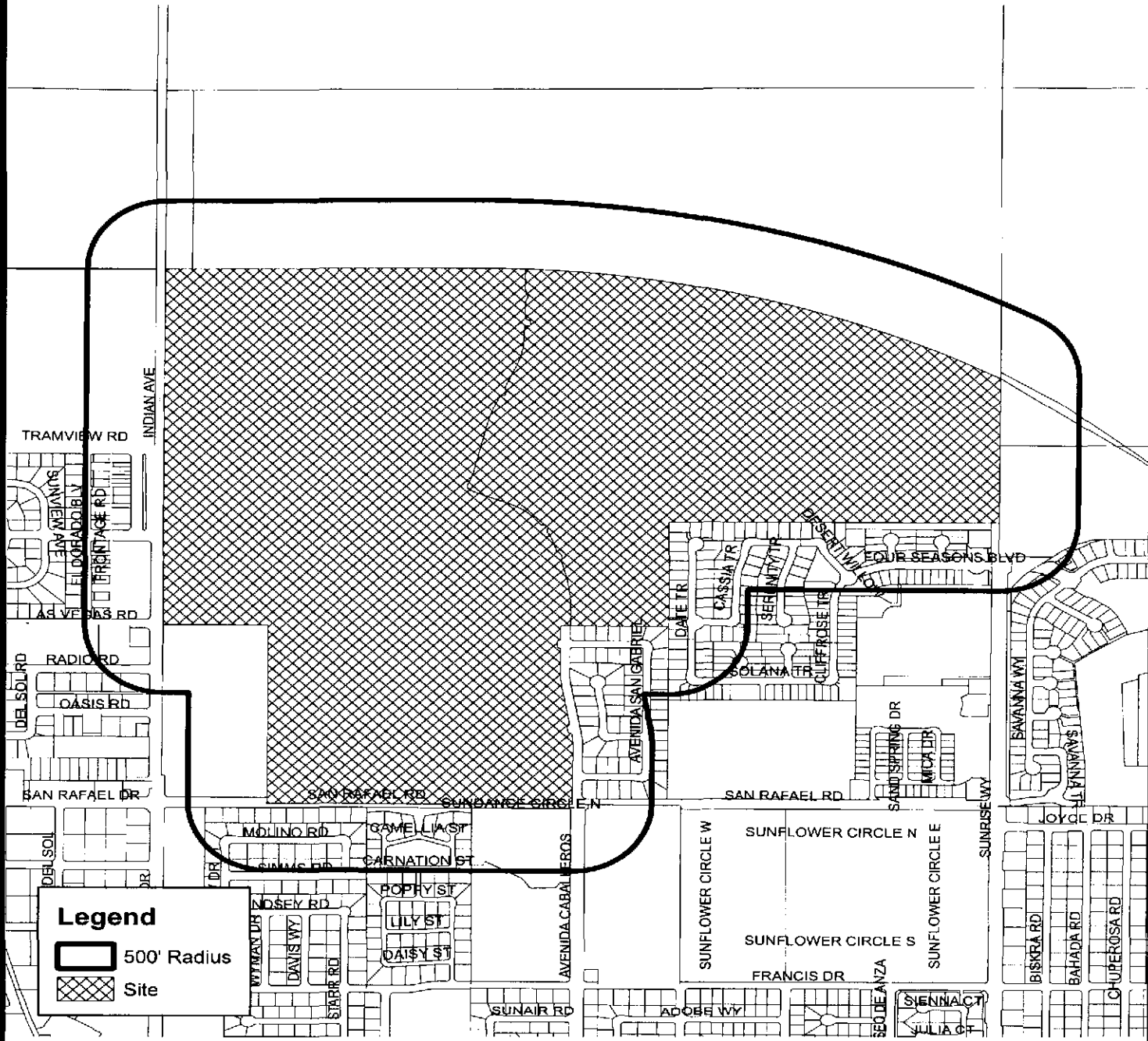
1. Vicinity Map
2. Resolution
3. Revised Conditions of Approval
4. Justification Letter
5. Addendum to MND
6. Approved Subdivision Improvement Agreement

7. Settlement Agreement
8. AAC Minutes – July 5, 2016
9. Memo: Planning Commission Conditions of Approval – October 13, 2016
10. Public Comment Letters
11. Design Guidelines Manual with Site Plans
12. Public Hearing Notice



ATTACHMENT #1



Department of Planning Services Vicinity Map



Legend

-  500' Radius
-  Site

CITY OF PALM SPRINGS

CASE 5.0982 – PD 290 AMND

ATTACHMENT #2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING AN ADDENDUM TO THE PREVIOUSLY-APPROVED MITIGATED NEGATIVE DECLARATION (MND) AND APPROVING AMENDMENTS TO PLANNED DEVELOPMENT DISTRICT 290, A PREVIOUSLY APPROVED PROJECT CONSISTING OF 1,150 RESIDENTIAL UNITS, AN 18-HOLE GOLF COURSE, A CLUBHOUSE, AND A PUBLIC PARK LOCATED ALONG THE NORTH SIDE OF SAN RAFAEL DRIVE, EAST OF NORTH INDIAN CANYON DRIVE, SOUTH OF THE WHITEWATER RIVER AND WEST OF SUNRISE WAY, (CASE 5.0982-PDD 290).

THE CITY COUNCIL FINDS AND DETERMINES AS FOLLOWS:

- A. The City Council of the City of Palm Springs originally approved Planned Development District 290 (PDD 290), on May 5, 2004, for 1,236 single-family and multi-family residential units; and
- B. The City Council of the City of Palm Springs certified a Mitigated Negative Declaration (MND) for PDD on May 5, 2004; and
- C. The Freehold Communities, LLC, (the "Applicant") has filed an application with the City to amend PDD 290 ("Amended Project") pursuant to the provisions of Section 94.03.00 (A) of the Palm Springs Zoning Code; and
- D. On July 5, 2016, the proposed amendment to PDD 290 was reviewed by the Architectural Advisory Committee (AAC), which recommended approval to the Planning Commission by a unanimous vote; and
- E. A notice of a public hearing of the Planning Commission of the City of Palm Springs, California to consider the Amended Project was given in accordance with applicable law, and on October 13, 2016, the Planning Commission carefully reviewed and considered all of the evidence presented in connection with the hearing on the matter, including but not limited to the staff report, and all written and oral testimony presented and voted 6-0 to recommend approval to City Council of the Amended Project; and
- F. A notice of public hearing of the City Council of the City of Palm Springs, California, to consider the Amended Project was given in accordance with applicable law and on November 2, 2016, the City Council held a public hearing in accordance with applicable law; and
- G. The City Council has carefully reviewed and considered all of the evidence presented in connection with the meetings on the Amended Project, including but not limited to the staff report, the Addendum to the MND, and all written and oral testimony presented and finds that the Amended Project complies with the requirements of Section 94.03.00 of the City's Zoning Code.

H. Pursuant to Sections 94.03.00(E)(3) and 94.02.00(B)(6) of the Palm Springs Zoning Code, the City Council specifically finds as follows:

- a. *a. That the use applied for at the location set forth in the application is properly one for which a planned development district is authorized by this Zoning Code;*

The residential uses and recreational uses are consistent with the original Planned Development District approval and are also consistent with the comparable R-1 standards of the Palm Springs Zoning Code.

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

The conversion of the golf course to passive open space and recreational amenities is desirable and will assist in meeting the goals and objectives of the General Plan relative to sustainability and open space, as identified in the Land Use Element and the Recreation, Open Space & Conservation Element. The residential and recreational uses are consistent with the Land Use Element of the General Plan, and will not be detrimental to the residential neighborhoods and open space area that abut the site.

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

The site is adequate for the residential and recreational uses, in that over 97 acres will be devoted to open space and recreation, and the residential density is consistent with the density allowed for the site. While the applicant seeks to reduce certain yards and setbacks for the individual residential lots, the open space and buffers are adequate to provide an appropriate transition to adjacent existing development and any future development.

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

No changes are proposed to the street layout of the project or to the project entrances. The updated traffic letter submitted in conjunction with the Amended Project indicates that the traffic impact will be less than originally analyzed, and that there is adequate capacity on the adjacent streets to accommodate the traffic generated by the project.

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

The Conditions of Approval proposed in conjunction with the Amended Project are intended to assure that the project develops in an orderly fashion and will be in compliance with all codes and regulations. The conditions will assist in protecting the public health, safety and welfare.

I. Pursuant to Sections 94.03.00(A) and 94.07.00(A) of the Palm Springs Zoning Code, the City Council finds as follows:

a. *The proposed planned development amendment is consistent and in conformity with the general plan.*

The Amended Project is consistent with the Very Low Density Residential designation of the General Plan, in that the actual density of 3.87 dwelling units per acre is within the range of 2.1 to 4.0 dwelling units per acre. The use of the former golf course for open space and recreational uses is appropriate for a residential area, and the amendments to the development standards do not alter the character or density identified by the General Plan.

b. *The subject property is suitable for the uses permitted in the proposed planned development district, in terms of access, size of parcel, relationship to similar or related uses, and other relevant considerations.*

The site is physically suitable and appropriate for the Amended Project given its close proximity to existing residential neighborhoods. The development provides four access points to adjacent streets, which has been determined by the associated environmental and traffic studies as being adequate for the number and type of units proposed.

c. *The proposed planned development amendment is necessary and proper, and is not likely to be detrimental to adjacent property or residents.*

The Amended Project modifies development standards of the previously approved project while maintaining the general character and layout envisioned for the site. The proposed residential development is of a similar character to the adjacent residential development in terms of height and massing, and the amount of open space provided will exceed what is found in adjacent neighborhoods. Consequently, the proposed amendment will not be detrimental to adjacent property or residents.

d. *That the subject use will not cause substantial injury to the values of property in the zone within which it is proposed to be located.*

Upon completion, the Amended Project will enhance the immediate surrounding and will improve property values within the zone. The site has been left partially developed for a while; the completion of the Amended Project should encourage further economic development in that part of the City.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS RESOLVES AS FOLLOWS:

SECTION 1. CEQA.

An Addendum to the previously-approved Mitigated Negative Declaration has been prepared which finds that the Amended Project will not result in any new significant environmental impacts or substantially increase the severity of previously identified significant impacts as compared to the previously-approved project. Furthermore, the Addendum concludes that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent MND or Environmental Impact Report have occurred and therefore the Addendum to the MND is appropriate to satisfy CEQA requirements for the Amended Project.

SECTION 2. Amendment to the Planned Development District.

The City Council approves the amendment to Planned Development District 290 (Case 5.0982 – PDD 290) with conditions as outlined in attached Exhibit “A.”

ADOPTED THIS 2ND DAY OF NOVEMBER, 2016.

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.24085 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 7, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

ATTACHMENT #3

EXHIBIT A

Case No. 5.0982-GPA-PD-290, Tentative Tract Map 31848

CONDITIONS OF APPROVAL

Miralon Palm Springs

November 2, 2016

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

PLANNING COMMISSION SPECIFIC CONDITIONS

- PC 1. Traffic Signal – Indian Canyon & Sunrise Way. Install the traffic signal upon issuance of permit for 100th residential unit.
- PC 2. Annual Monitoring Requirement – Traffic. The applicant shall be required to submit updated traffic data to the Engineering Division on an annual basis for the following intersections:
- Sunrise Way and Four Seasons Boulevard
 - San Rafael and Avenida Caballeros
 - Indian Canyon and Corazon
- The annual monitoring shall terminate upon the issuance of the final certificate of occupancy for residential structures within the development.
- PC 3. Right-of-Way Improvements – Avenida Caballeros. Right-of-way improvements shall be completed with other project perimeter improvements prior to the issuance of certificates of occupancy for the residential structures.
- PC 4. Sidewalk – Multifamily (Phase 1). Provide a temporary sidewalk along the street frontage of the Phase 1 multifamily parcel so as to provide a safe pedestrian connection for the southern trail loop.
- PC 5. Construction Staging. Construction staging and stacking of construction vehicles shall occur onsite and not on adjacent rights-of-way or in adjacent neighborhoods. The northern Sunrise Way entry gate shall be used for all construction traffic.

- PC 6. Social Areas – Access. Provide adequate pedestrian access to the Social Areas from the nearest adjacent internal street.
- PC 7. Trails – Public Access. Public access to the trails shall be made available to members of the general public; this shall be provided as a public benefit in accordance with the Public Benefit Policy adopted by City Council for Planned Development Districts.
- PC 8. Trails – Clear Zone. Provide a minimum two-foot clear zone on either side of each trail path.
- PC 9. Trails – Restricted Use. The trail system shall be restricted to use by pedestrians and bicycles only. Electric vehicles shall not be permitted on the trail system, but may utilize the streets within the development.
- PC 10. Rear Setback – Exclusive Use Easement. Allow a 3' setback from rear property line, provided a minimum 15' setback is maintained from the outer edge of the exclusive use easement boundary.
- PC 11. Rear Setback – All Other Lots. A minimum 15' rear yard setback shall be required for all lots without the exclusive use easement. The rear yard setback may be reduced to 10' when the front yard setback is increased to 15' under the following circumstances:
- a. The rear yard is not located at the perimeter of the development and does not back onto existing developed residential properties outside of the development; and
 - b. The rear yard does not immediately abut another rear yard within the development where the rear yard setback has been reduced below 15'.
- PC 12. ~~Front Setbacks. Allow 18' setback to face of garage, allow 10' setback for habitable portion of dwelling or wall of side loaded garage. (See General Condition #17)~~
- PC 13. Side Yard Setback. Recommend the use of an exclusive use easement for side yards, with 3' and 7' setbacks from property lines so as to maximize usable side yard space. Allow swimming pools to be built at the property line (minimum 3' setback from adjacent residence).
- PC 14. ~~Lot Coverage.~~
- ~~a. 40' & 45' Lots: 55%~~
 - ~~b. 50' & 60' Lots: 50%~~
- (See General Condition #17)

- PC 15. Lot Coverage – Covered Patios. Covered patios, when only covered by a roof or trellis structure (not second-story habitable space), may be excluded from the lot coverage calculation.
- PC 16. Second Story Area Limitations. The second story of the residence (where permitted) shall not exceed 50% of the habitable floor area of the first floor of the residence.
- PC 17. Roof Decks. Roof decks shall not be permitted on one-story residences. Roof decks may be permitted for two-story residences, but shall be limited to a maximum of 400 square feet in area and shall only be permitted above the first-story level of the residence. The roof deck shall be designed so that privacy is maintained for the yard areas of abutting parcels.
- PC 18. Four-Sided Architecture. Architectural detailing and materials shall be consistent on all four sides of the residence. Variations in wall planes, external expression of structural elements, shading devices, or other similar details may be employed to break up large wall plane expanses as appropriate.
- PC 19. Windows – Materials. Window frame materials shall be restricted to aluminum frames only. Vinyl frame windows are prohibited.
- PC 20. Exterior Door/Window Design Standards. The following standards shall be added to the Design Guidelines manual:

By design, windows and glass door openings should take advantage of views, minimize reflectivity, solar absorption, glare and nighttime light emission and minimize overlook between residences. Large panes of glass are preferred.

In order to reinforce the connection to the outdoors, large windows with edges at or near the floor and/or ceiling, and sliding glass doors opening from main living areas are recommended.

Square or rectangular window shapes should be emphasized. Arches, circular, triangular, octagonal, or trapezoidal windows or doors are discouraged as they suggest other building types and histories not associated with "desert" architecture. One exception is trapezoidal clerestory windows that take their shape from the adjacent sloping ceiling and roof.

- PC 21. Window/Door Openings – Variation C Elevations. Exterior window and door openings shall have a minimum 4" recess for consistency with the design characteristics.

- PC 22. Exterior Finish Materials. Exterior walls should be simple, refined compositions that firmly ground the building to the site. A minimum of two and a maximum of three exterior wall materials (glazing system materials excluded) shall be used, with one material clearly dominant. Exterior finish materials shall be limited to the following:
- Stucco – smooth or light sand finish
 - Natural or cultured stone
 - Architectural smooth face or decorative concrete block
 - Architectural composed fiber cement panels
 - Brick
 - Finished metal
 - Prohibited materials: Highly reflective or shiny metal, decorative patterned stucco, alumawood
- PC 23. Garage Doors. Arched windows or divided-lite windows shall be prohibited on garage doors; only those details as specified in the Design Standards manual shall be permitted. White garage doors may be acceptable if approved as part of a color scheme for the residence.
- PC 24. Hardscape – Driveways. The use of concrete as a driveway surface shall not exceed 75% of the overall driveway area. Decorative or pervious materials, such as pavers or crushed rock, should make up the remainder of the driveway area.
- PC 25. Groundcover – Single-Family Parcels/Multifamily Parcels. Due to wind conditions, decomposed granite is not recommended. Crushed rock or gravel shall be a minimum of 3/8". While "Mojave Gold" is the preferred color for rock material, other alternate colors may be appropriate as approved by the Architectural Advisory Committee (AAC).
- PC 26. Rear Yard Gates/Fences. Remove the kick-plate detail; applicant shall submit a color sample for rear yard view fences for review and approval by the AAC.
- ~~PC 27. Mechanical Equipment. No rooftop mounted compressors shall be permitted. Mechanical equipment may be mounted on the roof, provided the equipment is screened and the screening material is integrated with the architecture of the residence. (See General Condition #24)~~
- PC 28. Solar. All residential units shall be outfitted with solar panels, and shall provide a minimum of 40% of the total usage capacity for the residence.
- PC 29. Local Workers. The applicant, production builders and subcontractors are encouraged to hire local workers as may be possible, and to support local job training programs and efforts.

- PC 30. Construction Phasing and Timing of Common Area Improvements. The project shall be developed according to the construction phasing plan submitted in conjunction with this application (Phases 1A, 1B, and 2A). Common area improvements shall be completed as follows:
- a. Clubhouse: The building permit for the clubhouse facility shall be issued prior to the issuance of the building permit for the first single-family residence in Phase 1A.
 - b. Trail and Common Area Orchards/Landscape/Amenities: The trails and any common area landscaping and improvements within each phase of the development shall be completed prior to completion of 50% of the single-family residences within that phase of the development. The parcels for multifamily residences in Phases 1A and 2A shall be excluded from the 50% calculation and completion requirement.
- PC 31. Design Guidelines – Amendment. Amendments to the adopted Design Guidelines may be processed as a Minor Amendment to an approved Planned Development, pursuant to Palm Springs Zoning Code (PSZC) Section 94.03.00(G).

PROJECT SPECIFIC CONDITIONS

Administrative

1. The proposed development of the premises shall conform to all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, or any other City Codes, ordinances and resolutions which supplement the zoning district regulations.
2. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.0982-PD-290, TTM 31848. The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

3. That the property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation sidewalks, bikeways, 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. The PS Village HOA shall be responsible for the maintenance of both sides of the Sunrise Parkway. This condition shall be included in the recorded covenant agreement for the property if required by the City, and shall be required in the CC&Rs.
4. The project is located in an area defined as having an impact on fish and wildlife as defined in Section 711.4 of the Fish and Game Code; therefore a fee of \$1,314.00 plus an administrative fee of \$50.00 shall be submitted by the applicant in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to Council action on the project. This fee shall be submitted by the City to the County Clerk with the Notice of Determination.
5. Prior to issuance of a grading permit, Fringe Toed Lizard Mitigation fees shall be submitted to CVAG.
6. This project shall be subject to Chapters 2.24 and 3.37 of the Municipal Code regarding public art. The project shall either provide public art or payment of an in lieu fee. In the case of the in-lieu fee, the fee shall be based upon the total building permit valuation as calculated pursuant to the valuation table in the Uniform Building Code, the feeing 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.
7. Pursuant to Park Fee Ordinance No. 1632 and in accordance with Government Code Section 66477 (Quimby Act), all residential development shall be required to contribute to mitigate park and recreation impacts such that, prior to issuance of residential building permits, a parkland fee or dedication shall be made. Accordingly, all residential development shall be subject to parkland dedication requirements and/or park improvement fees. The parkland mitigation amount shall be based upon the cost to acquire and fully improve parkland. Dedication of the 7.55-acre park site shall be made prior to issuance of the first grading permits.

Environmental Assessment

8. The mitigation measures of the environmental assessment shall apply and shall be incorporated into the final plans, prior to issuance of permits. The applicant has submitted a signed statement agreeing to the mitigation measures.

CC&R's

9. 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 and Zoning for approval in a form to be approved by the City Attorney, to be recorded prior to approval of a final map. The CC&R's shall be enforceable by the City, shall not be amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances.
10. The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$2500, for the review of the CC&R's by the City Attorney. A \$250 filing fee, or other fee in effect at the time of submission of the CC&Rs, shall also be paid to the City Planning Department for administrative review purposes.
11. The CC&R's shall have a disclosure statement regarding the location of the project relative to roadway noise, aircraft noise and the widening of Sunrise Parkway in the future. Said disclosure shall inform perspective buyers about traffic, an active recreation park-site and lighted playing fields, noise due to Sunrise Parkway, Indian Canyon Drive, San Rafael Drive and the Palm Springs International Airport, aircraft, and other activities which may occur in this area.
 - a. Prior to issuance of a building permit, the applicant must provide a standard avigation easement and non-suit covenant in a form prescribed and approved by the City Attorney, with reference to present and future owners of the parcel.
 - b. These disclosures shall also be incorporated into a covenant to be recorded on the title of each residential parcel.

Cultural Resources

12. Prior to any ground disturbing activity, including clearing and grubbing, installation of utilities, and/or any construction related excavation, an Archaeologist qualified according to the Secretary of the Interior's Standards and Guidelines, shall be employed to survey the area for the presence of cultural resources identifiable on the ground surface.
 - a. Given that portions of the project area are within an alluvial formation, the possibility of buried resources is increased. A Native American Monitor shall be present during all ground disturbing activities.
 - b. Experience has shown that there is always a possibility of buried cultural resources in a project area, Given that, a Native American Monitor(s) shall

be present during all ground disturbing activities including clearing and grubbing, excavation, burial of utilities, planting of rooted plants, etc. Contact the Agua Caliente Band of Cahuilla Indian Cultural Office for additional information on the use and availability of Cultural Resource Monitors. Should buried cultural deposits be encountered, the Monitor shall contact the Director of Planning and Zoning and after the consultation the Director shall have the authority to halt destructive construction and shall notify a Qualified Archaeologist to investigate and, if necessary, the Qualified Archaeologist shall prepare a treatment plan for submission to the State Historic Preservation Officer and Agua Caliente Cultural Resource Coordinator for approval.

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

Final Design

13. Final landscaping, irrigation, exterior lighting, and fencing plans shall be submitted for approval by the Department of Planning and Zoning prior to issuance of a building permit. Landscape plans shall be approved by the Riverside County Agricultural Commissioner's Office prior to submittal.
14. The final development plans shall be submitted in accordance with Section 94.03.00 of the Zoning Ordinance. Final development plans shall include site plans, building elevations, floor plans, roof plans, landscape plans, irrigation plans, wall and fence plans, exterior lighting plans, sign program, mitigation monitoring program, site cross sections, property development standards and other such documents as required by the Planning Commission. Final development plans shall be submitted within two (2) years of the City Council approval of the preliminary planned development district.
15. An exterior lighting plan for the clubhouse parking lot, in accordance with Zoning Ordinance Section 93.21.00, Outdoor Lighting Standards, shall be submitted for review and approval by the Director of Planning & Zoning prior to the issuance of building permits. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be submitted for approval prior to issuance of a building permit. If lights are proposed to be mounted on buildings, down-lights shall be utilized.
16. Two story units shall be not be located within 200' of the project perimeter, with the exception that they may be on the second row of lots south of Sunrise Parkway.
17. Project property development standards:

Table 3 Development Standards – Revised

Standard	PDD 290 Development Standards
Land Use	Multi-family/Condominium & Single-family residential
Total Unit Count	1,150 Units
Minimum Lot Area – Single Family	4,000 square feet
Minimum Lot Dimension	40 ft. X 100 ft.
Lot Sizes	4,000 sq. ft. to 14,485 sq. ft.
Minimum Dwelling Size	1,000 square feet
Building Height – Single Family	Maximum 24 feet
Building Height – Multifamily	Maximum 25 feet
Single-Family Setbacks	
• Front from living area	10 feet
• Side-loaded garage	10 feet
• Front-loaded garage	18 feet
• Side yard setback	5 feet, with option for exclusive side yard easement on 4,000 SF and 4,500 SF lots
• Rear yard setback – lot with exclusive use rear yard easement	3 ft. Min. to PL with 10' min. & 20' max 15' min. to outside boundary of exclusive use easement
• Rear yard setback – without exclusive use rear yards	15 feet to property line (see PC 11 for additional options)
Multifamily	R-3 Zone standards apply, <u>except as may be amended herein</u>
Max. Lot Coverage	55% for 4,000/4,500 SF lots; 50% for 5,000/6,000 SF lots
Primary Access	Sunrise & Indian Canyon

18. The ~~Design Review Committee~~ Architectural Advisory Committee makes the following design recommendations:

- a. Provide a view fence to the golf course on Indian Avenue.
- b. Meander walls on Indian Avenue and adjacent to all other public roadways. This shall be reviewed by the Design Review Committee as part of Final PD plans.
- c. Add trees to both sides of the sidewalks, where sidewalks meander, except where conflicts with underground utilities would result.
- d. Sidewalks and bikeways should be provided on both sides of Sunrise Parkway.
- e. Add additional trees to the median and landscape area at the Caballeros Road entry.
- f. Landscape shall be desert landscape, lush but efficient, with low watering

requirements. Limit turf to active recreation areas only. Pull turf away from streets, sidewalks and bikeways where possible.

- g. Architecture must be high quality and well designed. The proposed project architecture is not approved. Restudy the architecture, provide a variety of architectural styles and products and consider the climate and location of the project.
 - h. Include decorative paving, in all driveway areas in multi-family parcels, in order to meet the overall ~~65~~ 45% minimum open space requirement, or otherwise demonstrate compliance with the minimum ~~65~~ 45% requirement. Minimum open space of 45% is required for Parcels "A" and "B".
19. The lots which back to existing residences on Via San Dimas, shall be redesigned and widened to match the existing lot widths of the subdivision located to the south.

GENERAL CONDITIONS /CODE REQUIREMENTS

- 20. The project is subject to the City of Palm Springs Water Efficient Landscape Ordinance. The applicant shall submit an application for Final Landscape Document Package to the Director of Planning and Zoning for review and approval prior to the issuance of a building permit. Refer to Chapter 8.60 of the Municipal Code for specific requirements.
- 21. Prior to issuance of a grading permit, a Fugitive Dust and Erosion Control Plan shall be submitted and approved by the Building Official. Refer to Chapter 8.50 of the Municipal Code for specific requirements.
- 22. The grading plan shall show the disposition of all cut and fill materials. Limits of site disturbance shall be shown and all disturbed areas shall be fully restored or landscaped.
- 23. Separate architectural approval and permits shall be required for all signs. A detailed sign program shall be submitted for review and approval by the Planning Commission, prior to issuance of building permits.
- 24. All roof-mounted mechanical equipment shall be screened from all possible vantage points both existing and future per Section 93.03.00 of the Zoning Ordinance. The screening shall be considered as an element of the overall design and must blend with the architectural design of the building(s). The exterior elevations and roof plans of the buildings shall indicate any fixtures or equipment to be located on the roof of the building, the equipment heights and type of screening. Parapets shall be at least 6" above the equipment for the purpose of screening. No rooftop-mounted compressor units shall be permitted.
- 25. No exterior downspouts shall be permitted on any facade on the proposed

- building(s), which are visible from adjacent streets or residential and commercial areas.
26. Perimeter walls shall be designed, installed and maintained in compliance with the corner cutback requirements as required in Section 93.02.00.D.
 27. The design, height, texture and color of building(s), fences and walls shall be submitted for review and approval prior to issuance of building permits.
 28. The street address numbering /lettering shall not exceed eight inches in height.
 29. Construction of any residential unit shall meet minimum soundproofing requirements prescribed pursuant to Section 1092 and related sections of Title 25 of the California Administrative Code. Compliance shall be demonstrated to the satisfaction of the Director of Building and Safety.
 30. Details of pool fencing (material and color) and equipment area shall be submitted with final landscape plan.
 31. Prior to the issuance of building permits, locations of all telephone and electrical boxes must be indicated on the building plans and must be completely screened and located in the interior of the building. Electrical transformers must be located toward the interior of the project maintaining a sufficient distance from the frontage(s) of the project. Said transformer(s) must be adequately and decoratively screened.

Parking Design

32. Standard parking spaces shall be 17 feet deep by 9 feet wide; compact sized spaces shall be 15 feet deep by 8 feet wide. Handicap parking spaces shall be 18 feet deep by 9 feet wide plus a 5-foot walkway at the right side of the parking space; two (2) handicap spaces can share a common walkway. One in every eight (8) handicap accessible spaces, but not less than one (1), shall be served by an 8-foot walkway on the right side and shall be designated as "van accessible".
33. Handicapped accessibility shall be indicated on the site plan to include the location of handicapped parking spaces, the main entrance to the proposed structure and the path of travel to the main entrance. Consideration shall be given to potential difficulties with the handicapped accessibility to the building due to the future grading plans for the property.
34. Compact and handicapped spaces shall be appropriately marked per Section 93.06.00.C.10.
35. Curbs shall be installed at a minimum of five (5) feet from face of walls, fences, buildings, or other structures. Areas that are not part of the maneuvering area shall have curbs placed at a minimum of two (2) feet from the face of walls,

fences or buildings adjoining driveways.

36. Parking lot light fixtures shall align with stall striping and shall be located two to three feet from curb face.
37. Islands of not less than 9 feet in width with a minimum of 6 feet of planter shall be provided every 10 parking spaces. Additional islands may be necessary to comply with shading requirements.
38. Shading requirements for parking lot areas as set forth in Section 9306.00 of the Zoning Ordinance shall be met. Details to be provided with final landscape plan.
39. Parking stalls shall be delineated with a 4 to 6 inch double stripe - hairpin or elongated "U" design. Individual wheel stops shall be prohibited; a continuous 6" barrier curb shall provide wheel stops.
40. Concrete walks with a minimum width of two (2) feet shall be installed adjacent to end parking spaces or end spaces shall be increased to eleven (11) feet wide.
41. Tree wells shall be provided within the parking lot and shall have a planting area of six feet in diameter/width.

Waste Disposal

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

POLICE DEPARTMENT

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

BUILDING DEPARTMENT

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

FIRE

45. Street Widths: Sections B-B, private street "A" and Section C-C, Avenida Caballeros are at a minimum width where no parking will be allowed.
46. Turnarounds: The terminus of private street "A" into the Clubhouse area will require an approved turnaround.
47. Building or Complex Gate Locking Devices: Locked gate(s) shall be equipped with a KNOX key switch device or Key box. Contact the fire department at 323-8186 for a KNOX application form. (902.4 CFC)
48. Vertical Fire Apparatus Clearances: Palm Springs Fire Apparatus require an

unobstructed vertical clearance of not less than 13 feet 6 inches. (902.2.2.1 CFC)

49. Road Design: Fire apparatus access roads shall be designed and constructed as all weather capable and able to support a fire truck weighing 73,000 pounds GVW. (902.2.2.2 CFC)
50. Residential fire hydrants: Residential fire hydrants shall be installed in accordance with DWA or Mission Springs Water District specifications and standards. No landscape planting, walls, or fencing are permitted within 3 feet of fire hydrants. The Fire Chief or designee may be allowed to consider subsequent information regarding the five-minute response time and change limits where fire sprinklers are required.
51. Mandatory Fire Sprinklers: Project beyond five-minute response time from the closest fire station and therefore requires an automatic Fire Sprinkler System. The developer shall fund or prepare, at the discretion of the Fire Chief, a 5-minute response study to re-evaluate response times to the subject property.

ENGINEERING

STREETS

52. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.
53. Coordinate with Sunline Transit Agency regarding required public transit facilities on or adjacent to the development. Any required public transit facilities, including bus stops, turn-outs, bus shelters and furniture, or other miscellaneous public transit improvements shall be furnished, constructed and installed in conjunction with construction of the associated street improvements.
54. Submit street improvement plans for all proposed streets (public and private) to the Engineering Division. The plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to issuance of any building permits.
55. All required off-site public street improvements (San Rafael Drive, Indian Canyon Drive, Sunrise Parkway, Indian Canyon Drive/Sunrise Parkway Traffic Signal, and Avenida Caballeros) shall be constructed prior to development that encompasses over 50% of the entire project, or equivalent to completion of construction prior to issuance of the 619th certificate of occupancy (50% of 1,237 building permits), without regard to approved phasing plans for development or as may be required adjacent to a Final Map or Maps (if the development is phased).

INDIAN CANYON DRIVE

56. Dedicate an additional 20 feet to provide the ultimate half street right-of-way

width of 50 feet along the entire frontage, together with a property line - corner cut-back at the southeast corner of the intersection of Indian Canyon Drive and Sunrise Parkway in accordance with City of Palm Springs Standard Drawing No.105.

57. Construct an 8-inch curb and gutter, 38 feet east of centerline along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 200.

58. Construct a 25 feet radius curb return and spandrel at each side of the intersection of Indian Canyon Drive and the West Entrance in accordance with City of Palm Springs Standard Drawing No. 206.

A. Construct an 8 feet wide cross gutter at the intersection of Indian Canyon Drive and the west entrance in accordance with City of Palm Springs Standard Drawing No. 200 and 206.

B. Construct Type A curb ramps at each side of the intersection of Indian Canyon Drive and the west entrance, in accordance with City of Palm Springs Standard Drawing No.212.

C. The West Entrance shall be restricted to right-turn ingress and egress only. The ingress and egress lanes shall have a 20 feet minimum width. Final configuration of the west entrance shall be subject to review and approval of the City Engineer and Fire Marshall.

D. Access to the Golf Maintenance area, or any facility proposed within the golf maintenance area indicated on the revised site plan for Tentative Tract Map 31848, shall be prohibited from Indian Canyon Drive, unless additional improvements to Indian Canyon Drive are provided, acceptable to the City Engineer, that restricts access into the Golf Maintenance area to right-turn ingress and egress only. If access is proposed into the Golf Maintenance are from Indian Canyon Drive, it shall be limited to the southerly portion of the site, and be subject to the review and approval of the City Engineer, and may require extension of the landscaped median south of the south property line of the Golf Maintenance Area, including roadway widening and, if necessary, right-of- way acquisition as required to provide required improvements to eliminate left-turn ingress and egress into the Golf Maintenance area. Access into the Golf Maintenance area shall be provided from the West Entrance, or internally within the development, to the greatest extent possible.

59. Construct a 35 feet radius curb return and spandrel at the northeast and southeast corners of the intersection of Indian Canyon Drive and Sunrise Parkway in accordance with City of Palm Springs Standard Drawing No. 206.

60. Construct an 8 feet wide cross gutter at the intersection of Indian Canyon Drive and Sunrise Parkway with a flow line parallel with and 38 feet east of the

centerline of Indian Canyon Drive in accordance with City of Palm Springs Standard Drawing No. 200 and 206.

61. Install a nuisance water drainage system to intercept storm water runoff at the intersection of Indian Canyon Drive and Sunrise Parkway to minimize nuisance water within the cross gutter, in a manner acceptable to the City Engineer.
62. Construct a meandering, 12 feet wide combination sidewalk and bicycle path along the entire frontage. The sidewalk and bicycle path shall be meandering, as approved by the Director of Planning and Zoning, and constructed with colored Portland Cement concrete. The admixture shall be Palm Springs Tan, Desert Sand, or approved equal color by the Engineering Division.
63. Construct Type A curb ramps at the northeast and southeast corners of the intersection of Indian Canyon Drive and Sunrise Parkway, in accordance with City of Palm Springs Standard Drawing No. 212.
64. Construct a minimum pavement section of 5 inch asphalt concrete pavement over 4-inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean saw cut edge of pavement along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110 and 340. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.
65. Construct a 14-foot wide curbed and landscaped median island along the entire frontage. Provide left turn pockets at Corazon Avenue and Tramview Road. The left turn pockets shall be designed in accordance with Section 405 of the current edition of the CalTrans Highway Design Manual, as approved by the City Engineer. Submit landscaping and irrigation system improvement plans for review and approval by the City Engineer and Director of Planning & Zoning.
66. Construct additional street improvements north of the intersection with the Sunrise Parkway as necessary to provide an additional south bound left-turn lane with a 225 feet long left-turn pocket and associated tapering and widening, as required and approved by the City Engineer. Acquire additional right-of-way for the City of Palm Springs, if necessary, to facilitate the intersection widening improvements.
67. The proposal for a traffic circle or roundabout at the Indian Canyon Drive and Sunrise Parkway intersection, as indicated on Tentative Tract Map 31848, is not approved.

SAN RAFAEL DRIVE (WEST OF INDIAN CANYON DRIVE)

68. Construct street improvements (asphalt pavement widening, traffic striping and related improvements) as necessary to widen the west leg of the San Rafael

Drive and Indian Canyon Drive intersection, in a manner that improves intersection capacity acceptable to the City Engineer.

SAN RAFAEL DRIVE (EAST OF INDIAN CANYON DRIVE)

69. Construct an 8-inch curb and gutter, 32 feet north of centerline along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 200.
70. Construct a 12 feet wide combination sidewalk and bicycle path along the entire frontage. The sidewalk and bicycle path shall be meandering, as approved by the Director of Planning and Zoning, and constructed with colored Portland Cement concrete. The admixture shall be Palm Springs Tan, Desert Sand, or approved equal color by the Engineering Division.
71. Construct a minimum pavement section of 3-inch asphalt concrete pavement over 6-inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean saw cut edge of pavement along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110 and 330. 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.

AVENIDA CABALLEROS (PUBLIC)

- 71A. An application shall be submitted for the vacation of existing public right-of-way provided for the construction of a "future street" extending westerly of Avenida Caballeros located approximately 560 feet north of San Rafael Drive, and existing public right-of-way provided for the future westerly extension of Via San Dimas. Excess right-of-way shall be vacated to provide for a right-of-way line 30 feet west of the existing centerline of Avenida Caballeros.
- 71B. The west side of Avenida Caballeros shall be de-annexed from Parkway Maintenance District #8 and maintained by the developer's HOA. The developer shall pay fees to the City necessary to revise the Engineer's report to accomplish this de-annexation.
72. Remove the existing curb ramps, curb returns, spandrels, cross-gutters, and asphalt pavement constructed for a "future street" extending westerly of Avenida Caballeros located approximately 560 feet north of San Rafael Drive, and constructed for the future westerly extension of Via San Dimas.
73. Construct an 8-inch curb and gutter, 20 feet west of centerline at the location of a "future street" extending westerly of Avenida Caballeros located approximately 560 feet north of San Rafael Drive, and located at the westerly extension of Via San Dimas, in accordance with City of Palm Springs Standard Drawing No. 200.
74. Construct a 5 feet wide sidewalk behind the curb at the location of a "future

street” extending westerly of Avenida Caballeros located approximately 560 feet north of San Rafael Drive, and located at the westerly extension of Via San Dimas in accordance with City of Palm Springs Standard Drawing No. 210.

75. Remove the existing barricade and make appropriate repairs and improvements necessary to construct and extend Avenida Caballeros onto the proposed development.

SUNRISE PARKWAY

76. The following recommendations regarding the construction of the Sunrise Parkway are, in some cases, inconsistent with the proposed improvements identified on Tentative Tract Map 31848, specifically as indicated in Section D-D “Sunrise Parkway” on Sheet 1. The Tentative Tract Map details regarding the Sunrise Parkway shall be considered as modified by the recommendations specified by these conditions of approval. The Sunrise Parkway shall be constructed as a Secondary Thoroughfare with a special street section consisting of 4 travel lanes and a raised, landscaped median.
77. The alignment shall be revised, or easements shall be reserved on the final map, such that minimum safe stopping site distance, in accordance with the California Highway Design Manual, is achieved for a 45 mile per hour design speed throughout those segments of the Sunrise Parkway with a proposed centerline radius of 300 feet and 500 feet. Measures to require minimum safe stopping distance shall be submitted to the City Engineer for review and approval prior to submittal of street improvement plans for the Sunrise Parkway, and/or the first Final Map prepared within the development.
78. Dedicate 50 feet to provide the ultimate half street right-of-way width of 50 feet along that portion extending from the easterly property line and through the right-of-way transition from Sunrise Way to the Sunrise Parkway.
79. Acquire additional right-of-way east of the east property line (on off-site property) as necessary to provide a full 100 feet right-of-way for the Sunrise Parkway, from the end of Sunrise Way and extending west of the east property line.
80. Dedicate 100 feet to provide the ultimate right-of-way width of 100 feet along the entire frontage, from the easterly property line to Indian Canyon Drive.
81. Construct an 8-inch curb and gutter, 32 feet each side of centerline along the entire frontage, from Indian Canyon Drive to the existing end of Sunrise Way, in accordance with City of Palm Springs Standard Drawing No. 200.
82. Construct intersection widening and curb tapers as necessary to provide separate turning lanes (east bound right-turn and west bound left-turn lanes) into the North Entrance and East Entrance, as approved by the City Engineer.
83. Construct an appropriate transition with curb tapers as necessary to transition

from the northerly end of existing improvements for Sunrise Way to the Sunrise Parkway, as approved by the City Engineer. A proposal to transition from Sunrise Way to the Sunrise Parkway shall be submitted to the City Engineer for review and approval prior to submittal of street improvement plans for the Sunrise Parkway, and/or the first Final Map prepared within the development.

84. Construct a 25 feet radius curb return and spandrel at each side of the intersection of the Sunrise Parkway and the North Entrance and East Entrance in accordance with City of Palm Springs Standard Drawing No. 206.
85. Construct an 8 feet wide cross gutter at the intersection of the Sunrise Parkway and the North Entrance and East Entrance in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
86. Construct a 12 feet wide combination sidewalk and bicycle path along the both sides of the entire frontage. The sidewalk and bicycle path shall be located adjacent to curb or meandering, as approved by the Director of Planning and Zoning, and constructed with colored Portland Cement concrete. The admixture shall be Palm Springs Tan, Desert Sand, or approved equal color by the Engineering Division.
87. Construct Type A curb ramps at each side of the intersection of the Sunrise Parkway and the North Entrance and East Entrance, in accordance with City of Palm Springs Standard Drawing No. 212.
88. Construct a 14-foot wide curbed and landscaped median island along the entire frontage. Provide left turn pockets at the North and East Entrances. The left turn lane pockets shall be designed in accordance with Section 405 of the current edition of the CalTrans Highway Design Manual, as approved by the City Engineer. Submit landscaping and irrigation system improvement plans for review and approval by the City Engineer and Director of Planning & Zoning.
89. Construct a minimum pavement section of 3 inch asphalt concrete pavement over 6 inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to edge of proposed gutter (full width) along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110. 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.
90. Provide adequate measures for drainage of surface storm water runoff from the Sunrise Parkway into adjacent landscaped parkways. Intercept and convey runoff through catch basins and minor storm drain systems to detention basins within the landscaped parkways in order to accommodate 10-year storm water runoff, or provide other measures acceptable to the City Engineer to accommodate surface runoff along the Sunrise Parkway.

AVENIDA CABALLEROS (PRIVATE)

91. Dedicate a private street easement 61 and 66 feet wide as shown on Tentative Tract Map 31848, and an easement to the City of Palm Springs for service and emergency vehicles and personnel with right of ingress and egress over the private street.
92. Construct a wedge curb, meeting City Engineer approval, 30 feet on both sides of centerline along the entire frontage, with 25 feet radius curb returns and spandrels (where required) at intersecting on-site streets in accordance with City of Palm Springs Standard Drawing No. 206.
93. Construct 6 feet wide cross-gutters at all intersections (where required) in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
94. Construct a 6 feet wide meandering sidewalk along the east side of the entire frontage from the existing northerly end of Avenida Caballeros to Street "G" in accordance with City of Palm Springs Standard Drawing No. 210.
95. Construct a 12-foot wide curbed and landscaped median island at various locations as shown on Tentative Tract Map 31848.
96. Construct a minimum pavement section of 3 inch asphalt concrete pavement over 6 inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, in accordance with City of Palm Springs Standard Drawing No. 110. 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.

ON-SITE (PRIVATE) STREET "A"

97. Dedicate a private street easement 51 feet wide as shown on Tentative Tract Map 31848, and an easement to the City of Palm Springs for service and emergency vehicles and personnel with right of ingress and egress over the private street.
98. Dedicate a 10 feet wide public utility easement along each side of the private street.
99. Construct a wedge curb, meeting City Engineer approval, 25 feet on both sides of centerline along the entire frontage, with 25 feet radius curb returns and spandrels (where required) at intersecting on-site streets in accordance with City of Palm Springs Standard Drawing No. 206.
100. Construct 6 feet wide cross-gutters at all intersections (where required) with a flow line parallel with and 25 feet from the centerline of the intersecting street in accordance with City of Palm Springs Standard Drawing No. 200 and 206.

101. Construct a 6 feet wide sidewalk along both sides of Street "A" from the Sunrise Parkway to the gated entry in accordance with City of Palm Springs Standard Drawing No. 210.
102. Construct a 10-foot wide curbed and landscaped median island at various locations as shown on Tentative Tract Map 31848.
103. Construct a minimum pavement section of 3 inch asphalt concrete pavement over 6 inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, in accordance with City of Palm Springs Standard Drawing No. 110. 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.

ON-SITE (PRIVATE) STREETS "B" THRU "U"

104. Dedicate a private street easement 37 feet wide, and an easement to the City of Palm Springs for service and emergency vehicles and personnel with right of ingress and egress over the private streets.
105. Dedicate a 10 feet wide public utility easement along each side of the private streets.
106. Construct a wedge curb, meeting City Engineer approval, 18 feet on both sides of centerline along the entire frontage, with 25 feet radius curb returns and spandrels (where required) at intersecting on-site streets in accordance with City of Palm Springs Standard Drawing No. 206.
107. Construct 6 feet wide cross-gutters at all intersections (where required) with a flow line parallel with and 18 feet from the centerline of the intersecting street in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
108. All on-site street "knuckles" and cul-de-sac's shall be constructed in accordance with City of Palm Springs Standard Drawing No. 101 and 104.
109. All on-site streets shall have a minimum centerline radius of 130 feet.
110. Construct a minimum pavement section of 2½-inch asphalt concrete pavement over 4 inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, in accordance with City of Palm Springs Standard Drawing No. 110. 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

111. Connect all sanitary facilities to the City sewer system. The on site sewer system shall be connected to the City's public sewer system through a standard lateral connection, and not at a sewer manhole.
112. If necessary to provide public sewer service to the easterly portion of the subject property, construct an extension of the existing 15-inch public sewer main within the approved alignment for the Sunrise Parkway, extending to the required point of connection.
113. Construct an 8-inch sewer main within all on-site private streets and connect to the public sewer main as required to the existing public sewer main in Avenida Caballeros, San Rafael Drive or Sunrise Way.
114. Dedicate an easement across all private streets , for sewer purposes to the City of Palm Springs
115. Submit sewer improvement plans prepared by a Registered Civil Engineer to the Engineering Division. The plans shall be approved by the City Engineer prior to issuance of sewer construction permits.
116. All sewer mains constructed by the developer and to become part of the City sewer system shall be televised by the developer prior to acceptance of the sewer line(s).

GRADING

117. Submit a Rough 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 Building Department 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 Building Department with current and valid Certificate(s) of Completion from AQMD for staff, that have completed the required training. For information on attending a Fugitive Dust Control Class and information on the Coachella Valley Fugitive Dust Control Handbook and related "PM10" Dust Control issues, please contact Elio Torrealba @ AQMD at 909-396-3752, or at etorrealba@AQMD.gov. A Fugitive Dust Control Plan, in conformance with the Coachella Valley Fugitive Dust Control Handbook, shall be submitted to and approved by the Building Department prior to approval of the Grading plan. The Grading Plan shall be approved by the City Engineer prior to issuance of any grading or building

permits.

The first submittal of the Grading Plan shall include the following information: Copy of signed Conditions of Approval from Planning Department; Copy of Site Plan stamped approved and signed by the Planning Department; Copy of current Title Report; Copy of Soils Report; and a copy of the associated Hydrology Study/Report.

118. Drainage swales 3 feet wide and 6 inches deep shall be provided adjacent to all curbs and sidewalks to keep nuisance water from entering the adjacent streets.
119. A National Pollutant Discharge Elimination System (NPDES) stormwater permit, issued from the California Regional Water Quality Control Board (Phone No. 760-346-7491) is required for the proposed development. A copy of the executed permit shall be provided to the City Engineer prior to approval of the Grading Plan.
120. In accordance with City of Palm Springs Municipal Code, Section 8.50.025 (c), a cash bond of two thousand dollars (\$2,000.00) per acre shall be posted with the City for dust control purposes associated with grading activities on the property.
121. A soils report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the soils report shall be submitted to the Building Department and to the Engineering Division prior to approval of the Grading Plan.
122. Contact the Building Department to get information regarding the preparation of the PM-10 (dust control) plan.
123. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan. The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

DRAINAGE

124. Accept all stormwater runoff passing through and falling onto the site and conduct all stormwater runoff to approved drainage structures as described in the Preliminary Hydrology Report for the "Palm Springs Village Tract Map No. 31848", prepared by Mainiero, Smith and Associates, originally dated October

- 16, 2003. The Hydrology Report shall be finalized to include catch basin sizing, storm drainpipe sizing, and retention/detention basin sizing calculations and other specifications for construction of required on-site storm drainage improvements.
125. Submit storm drain improvement plans for all on-site storm drainage system facilities for review and approval by the City Engineer.
126. The project is subject to flood control and drainage implementation fees and/or construction of drainage facilities in accordance with the approved Master Drainage Plan for the Palm Springs Area. The acreage drainage fee at the present time is \$6,511 per acre per Resolution No. 15189 and shall be paid prior to issuance of building permits. The developer may receive credit toward drainage acreage fees otherwise due with regard to the estimated cost of the construction of Storm Drain Line 3 Laterals 3B, 3C and 3D. Coordination with Riverside County Flood Control District (RCFC) shall be required to determine credit for deletion of previously Master Planned storm drain facilities, and to determine that the proposed on-site storm drainage system provides an acceptable alternative to the construction of the Master Planned storm drain facilities. If required as a condition of credit for storm drainage implementation fees, a cooperative agreement between the developer, the City of Palm Springs, and RCFC shall be established to identify the specific credit for storm drainage implementation fees related to the deletion of Laterals 3B, 3C and 3E from the Master Drainage Plan. Collection of storm drainage implementation fees shall continue to be required, however, for future construction of Master Planned storm drain facilities adjacent to the project, including Storm Drain Line 3, Lateral 3A and Lateral 3E.
127. Construct required drainage improvements, including but not limited to catch basins, storm drain lines, and outlet structures, for drainage of on-site streets into retention basins, as described in a final Hydrology Report for Tentative Tract Map 31848 as approved by the City Engineer.
128. All on-site storm drain systems shall be privately maintained by a Homeowners Association and or Golf Course owner. Provisions for maintenance of the on-site storm drain systems shall be included in Codes, Covenants and Restrictions (CC&R's) for this project, and shall be provided to the City Engineer for review and approval prior to approval of the final map.

GENERAL

129. 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.
130. All proposed utility lines shall be installed underground.

131. All existing utilities shall be shown on the improvement plans. The existing and proposed service laterals shall be shown from the main line to the property line.
132. The original improvement plans prepared for the proposed development and approved by the City Engineer shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
133. In accordance with Chapter 8.04.401 of the City of Palm Springs Municipal Code, all existing overhead electrical lines of thirty-five thousand volts or less and overhead service drop conductors, and all gas, telephone, television cable service, and similar service wires or lines, which are on-site, adjacent to and/or transecting the property, shall be installed underground unless specific restrictions are shown in General Orders 95 and 128 of the California Public Utilities Commission and service requirements published by the utilities.
134. Nothing shall be constructed or planted in the corner cut-off area of any driveway or intersection 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.
135. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed per City of Palm Springs Standard Drawing No. 904.

MAP

136. 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 first review of the Final Map. The Final Map shall be approved by the City Council prior to issuance of building permits. In the event the Tentative Tract Map is phased into multiple Final Maps, the developer shall submit appropriate security for construction of all required off-site public street improvements with the first Final Map submitted for approval.
137. Abandonment of record easements across the property shall be performed in conjunction with or prior to approval of a final map. The easements, identified as an easement to Southern California Edison recorded December 14, 1948, in Book 1035, Page 417; and an easement to Southern California Edison recorded as Document No. 72-160821, shall be extinguished, quit claimed, relocated or abandoned to facilitate development of the subject property. Without evidence of the abandonment of these easements, proposed individual lots encumbered by

these existing record easements are rendered unbuildable, until such time as these easements are removed of record and are not an encumbrance to the affected lots.

TRAFFIC

138. The original traffic impact study titled "Palm Springs Village Planned Development District Traffic Impact Study", prepared by Endo Engineering dated September 2003 (as amended) shall be revised to address the additional access point into the development (the West Entrance) on Indian Canyon Drive. Modifications, additions and deletions to the traffic impact measures outlined in the original study (as previously amended) shall be required, as reviewed and approved by the City Engineer. The revised traffic impact study shall be submitted to the City Engineer for review and approval prior to submittal of improvement plans and/or final map associated with the development.
139. Submit traffic striping and signage plans prepared by a California registered Civil Engineer to the Engineering Division for review and approval. All required traffic striping and signage improvements shall be completed in conjunction with required street improvements.
140. Install street name signs at each intersection in accordance with City of Palm Springs Standard Drawing No. 620-625.
141. Furnish and install a 9500-lumen high-pressure sodium vapor safety street light with glare shield on a marbelite pole on the southwest corner of the Sunrise Parkway and the East Entrance. The developer shall coordinate with Southern California Edison for required permits and work orders necessary to provide electrical service to the street light.
142. A 30 inch STOP sign and standard STOP BAR and STOP LEGEND shall be installed in accordance with City of Palm Springs Standard Drawing No. 620-625 at on-site street intersections as required by the City Engineer.
143. The following mitigation measures, as determined by the report titled "Palm Springs Village Planned Development District Traffic Impact Study", prepared by Endo Engineering dated September 2003 (as amended) shall be addressed as follows:
 - A. Design and install a traffic signal at the Indian Canyon Drive and Sunrise Parkway intersection. Installation of the traffic signal shall be required in conjunction with the complete extension of the Sunrise Parkway from Sunrise Way to Indian Canyon Drive; or, shall be required in conjunction with construction of the Sunrise Parkway from Indian Canyon Drive to the North Entrance and issuance of the 100th certificate of occupancy within the development. The developer may request preparation of a Reimbursement Agreement, which may allow for reimbursement of up to 82.9% of the total cost to design and install the traffic signal. If requesting a Reimbursement

- Agreement, the developer shall submit a \$2,000 deposit for preparation of the Reimbursement Agreement by the City Attorney, and shall be subject to actual costs required for its preparation.
- B. Install traffic striping improvements at the Avenida Caballeros and San Rafael Drive intersection to provide a south bound left-turn lane, south bound through/right-turn lane, additional west bound through lane, north bound left-turn lane, and north bound through/right-turn lane. Traffic striping shall be installed in conjunction with the extension of Avenida Caballeros through the proposed development.
 - C. Provide a northbound left-turn lane and northbound right-turn lane at the North Entrance and Sunrise Parkway; including a north bound stop control.
 - D. Provide an eastbound left-turn lane and eastbound right-turn lane at the East Entrance and Sunrise Parkway; including an east bound stop control.
 - E. Payment in an amount equal to 44.7% of the cost to design and install a traffic signal at the intersection of San Rafael Drive and Sunrise Way shall be made to the City. Payment shall be reimbursed to others responsible for the design and installation of the traffic signal, in accordance with the terms of a Reimbursement Agreement between the City and the responsible parties. Payment shall be made within 30 days notice to the developer.
 - F. Payment in an amount equal to 15.5% of the estimated cost to construct an additional southbound left-turn lane at the Sunrise Way and Vista Chino intersection shall be made to the City. An engineer's estimate for the construction of the required improvement shall be submitted to the City Engineer for review and approval prior to approval of a Final Map. Payment shall be made prior to issuance of a certificate of occupancy.
 - G. Payment in an amount equal to 11.0% of the cost to construct an additional northbound right-turn lane and southbound left-turn lane at the Farrell Drive and Vista Chino intersection shall be made to the City. An engineer's estimate for the construction of the required improvement shall be submitted to the City Engineer for review and approval prior to approval of a Final Map. Payment shall be made prior to issuance of a certificate of occupancy.
144. A minimum of 48 inches of sidewalk clearance shall be provided around all street furniture, fire hydrants and other aboveground facilities for ADA accessibility.
145. All damaged, destroyed, or modified pavement legends and striping associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a certificate of occupancy.
146. Construction signing, lighting and barricading shall be provided for on all projects as required by City Standards or as directed by the City Engineer. As a

minimum, all construction signing, lighting and barricading shall be in accordance with State of California, Department of Transportation, "Manual of Traffic Controls for Construction and Maintenance Work Zones" dated 1996, or subsequent additions in force at the time of construction.

147. This property is subject to the Transportation Uniform Mitigation Fee, which shall be paid prior to issuance of building permits.

ATTACHMENT #4



May 3, 2016

Mr. Flinn Fagg, AICP
Director of Planning Services
City of Palm Springs Planning Department
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Subject: Justification Letter for "Miralon" Application Requesting Amendment to existing Planned Development District 290 for Property located at 801 East Sunrise Parkway, City of Palm Springs, California

Dear Mr. Fagg:

On behalf of the Avalon 1150, LLC ("Applicant"), the owner of the Property described below, MSA Consulting, Inc. is providing the City with this Letter of Justification as required as a part of the Planned Development District application form needed to begin the processing of an amendment to PDD 290.

The Property, now called Miralon ("the Project"), was entitled in 2004 with adoption of a General Plan Amendment, Planned Development District 290 ("PDD") and Tentative Tract Map No. 31848. Pursuant to these entitlements, the first phase of infrastructure and perimeter improvements were completed pursuant to Final Development Plan approvals, vesting the PDD. As approved, the Property may be developed with 1,150 residential dwelling units (comprised of 752 single-family units and 398 multi-family units), an approximately 97-acre golf clubhouse with golf cart storage and a conjoined HOA facility (which the Applicant is proposing to convert to other open space and recreational uses as described below), and a 5.7 acre public park previously dedicated to the City.

Detailed Project Description

1. Application

The Applicant seeks an Amendment to the previously approved, vested PDD to allow for the modification of the 97-acre golf course component of the overall +/-107 acre Open Space component of the Project to include active uses such as hiking and biking trails, dog parks, community gardens and sustainable landscaping/orchards rather than the contemplated executive style golf course use. As a result of these prospective changes, the Applicant also

requests a modification to the former golf clubhouse facility to be constructed instead as an HOA managed and maintained facility for use by all future Project residents. Additionally, the Applicant requests certain changes to the approved Development Standards matrix and proposes the exclusive use of a portion of the Open Space to improve the quality of life of future residents as more fully described in the Landscape Guidelines included as a part of this submission.

No change to the roadway circulation or amount of overall open space is requested as part of this Application. Unit counts and density for both the single family and attached housing elements will remain the same. Likewise, the overall amount of Open Space will be unchanged although the allocation among various uses will be modified as described below. In addition, consistent with existing City policy regarding PDDs, the Applicant is proposing the additional Public Benefits described below in connection with this Amendment, which are directly related and proportionate to the amendment being requested.

2. Property and Surrounding Uses

The approximately 309-acre Property is located in the City of Palm Springs, north of San Rafael Road, east of Indian Canyon Drive, south of the Sunrise Parkway/Whitewater River, and west of Sunrise Way. The previous developer made significant improvements to the Property including complete site grading, installation of an interior street system for the Project's first phase inclusive of all underground utilities, the construction of a perimeter wall, gate house and landscaping as well as the executive golf course, the latter of which has since gone fallow.

Adjacent uses to the southwest, south and southeast are existing residential developments. The vacant property to the west is zoned C-1 (General Commercial) and, at the northwest, College Park Specific Plan (undeveloped). The land to the north of the Whitewater levee is vacant and designated Open Space as part of the Whitewater Floodplain portion of the Coachella Valley Multiple Species Conservation Plan.

3. Site History

Pursuant to General Plan Amendment (5.0982 GPA), Planned Development District (PD-290), and Tentative Tract Map No. 31848 ("Approved Map") adopted in 2004, the formerly vacant Property was entitled for 1,236 residential units.¹ A Mitigated Negative Declaration for the Project was concurrently approved by the City Council ("MND"). Under the City Code, the PDD approval constituted approval of "preliminary plans" for the Project. A subsequent 2004 Settlement Agreement affecting the Property reduced the overall number of units to 1,150, requiring a total reduction of 86 units from the multi-family unit count, to a maximum of 398

¹ The total unit count analyzed in the Mitigated Negative Declaration was 1,236. The total number units approved by City Council in 2004 was 1,236, which number was further reduced to 1,150 by the subsequent Settlement Agreement.

multi-family units, and imposed certain additional conditions but did not impose any additional restriction on the single family unit count. A Final Tract Map for the first phase of the Project (FTM 31848-1) was recorded in December, 2006. The Approved Tentative Tract Map for the remaining portion of the Property expires on May 5, 2016 and is in the process of being extended. The previous developer rough graded the Property, further graded and installed all necessary improvements to bring the lots in Project's first phase to market, constructed the executive style golf course and dedicated a public park of approximately 5.7 acres, fully meeting the Project's open space requirements.

The financial crisis of 2008 shuttered the Project. The golf course has since gone fallow, the interior landscaping has withered and the Project is dormant. Following a bankruptcy workout between the previous developer and its financial partner, the Applicant acquired the Property from LV Palm Springs Village LLC in 2016 and has promptly filed this Application in order to revive the Project in a manner that meets current standards of sustainability and land stewardship.

Goals of Application:

While the original plan provided for a golf course which would have been open to the residents and the general public, that use is now seen as addressing the recreational needs of only a small segment of the community. This Application will expand access to open space to the community. Converting a single-purpose 97-acre golf course use into a multi-use open space area will allow all age groups to congregate and enjoy walking, biking, dog parks and a variety of other active recreational uses on the Property. In addition, by incorporating sustainable drought tolerant plantings, including orchard and agricultural plantings, into the Project, the Amendment enhances the long-term environment and financial stability of the community for future owners.

Detailed Amendment Proposal:

1. Modification of Open Space Uses

The purpose of the Amendment is to allow for the conversion of the former executive golf course, a use that is not economically viable in today's struggling golf course market, to a sustainably landscaped area of active walking paths, fitness stations and social spaces inclusive of community gardens and dog parks interspersed among an orchard and other agricultural plantings, all owned and controlled by the Homeowners' Association ("HOA"). This request remains consistent with the existing General Plan Land Use Element, which identifies the golf course and other open space areas Property as "Open Space-Parks/Recreation". This general plan designation is intended for active recreational uses including regional, local and neighborhood parks, community centers, public and private golf courses.

The existing 3.3 miles of golf course paths on the Property (constructed by the prior owner) will be repurposed as pedestrian walkways and will be enhanced by 4.3 additional miles of trails with active recreation facilities throughout. As a public benefit not previously provided, the Project will include a pedestrian access gate at the main entry to the Project to provide the public with access to these pathways and recreation facilities during daylight hours—the result of which will be enhancement to the recreational facilities in the community, increasing open space and recreation facilities that are not golf course related.

The proposed change is intended to address both the current concerns over water and energy uses and the desired lifestyle of future residents. Interest in golf is declining, the market in the Coachella Valley is over-saturated with golf courses and the water demands of golf course construction and maintenance have together made construction of a golf course in this location undesirable and economically infeasible thereby constraining the ability to complete the remainder of the Project. Removing the course will reduce the burden on the Homeowners Association that would otherwise bear the cost of subsidizing golf operations onsite while also reducing the overall water and energy uses required to maintain the former Open Space use.

The planned repurposing of the Open Space to an active recreation use with orchards and community gardens will instead provide homeowners with an active recreation area that also efficiently produces modest amounts of locally grown fruits and vegetables that will be distributed to residents as a part of the Project's overall commitment to a healthy, active lifestyle.

2. Modification to Setbacks and Creation of Exclusive Use Areas

The Applicant is seeking adjustments to the PDD setbacks to permit more of the dwellings to be single story homes. The proposed modifications are fully described in the Architectural Guidelines included as a part of this submission. This request is in keeping with long-standing Palm Springs modernist tradition for single family residences and will best serve the range of prospective homeowners, including retirees, anticipated to purchase homes at the Property.

In addition, the Amendment proposes to repurpose approximately 6 acres of the former golf course as exclusive use areas in portions of the Open Space (ranging from 0' to 20' on each single family lot backing to Open Space) to further enhance the enjoyment of future residents. The diagram depicting the exclusive use areas can be found in the Landscape Guidelines included as a part of this submission.

The Amendment also seeks a broader range of housing sizes than was represented in the original tentative tract map to permit a greater diversity of product and price points, opening up the community to a wider array of future buyers. The proposed revisions are more fully described in supporting documents of this submission.

3. Potential Public Benefits

The Project, as amended, will have the following public benefits:

- Converting the Open Space from a financially infeasible, water intensive golf course use to a more sustainable, less water consuming landscaped area with trails and social spaces means the long dormant, partially graded Project will finally be completed, creating a viable long term land use that will bring additional residents and an increased tax base to the City of Palm Springs.
- The Project, located at the northerly entrance to Palm Springs, will serve as a welcome signal to visitors that they have reached their destination rather than the partially developed, current condition of the Property that travelers currently experience.
- Though the previously installed golf course was, by design, relatively water efficient by golf course standards, the revised landscape concept will further reduce water consumption, an imperative given the current water conditions. As a result, water usage for the Project will be reduced from the prior estimates.
- As part of the prior development, lake structures were constructed on the Property to assist in irrigation. These existing lake structures will be maintained and used to irrigate the sustainable plantings and will reduce the amount of energy required to transport water across the property.
- Other conservation best practices will be applied to the construction and maintenance of Project facilities. The Project's clubhouse has been designed to reduce energy costs with the installation of solar panels as well as the extensive use of unconditioned, covered spaces and shade features. The homes, once constructed, will, at a minimum, meet the requirements to achieve "Green Leaf" status under CVAG's Green Building Program. Features will include pre-plumbing for gray water capture and reuse, high efficiency plumbing fixtures and roofs with a high solar reflectant index.
- The Project's interconnected trails and paths will encourage future residents to forgo the use of cars in favor of eco-friendly modes of transportation including biking and walking.
- The trail system will be open to the public via the main gate during daylight hours allowing residents and visitors to Palm Springs to enjoy the extensive hiking and biking opportunities the Project will provide.

Additional community wide-benefits will include the following:

- Real estate values in the surrounding area will increase with the completion of a vibrant new master plan, the solution to the problems caused by the now shuttered Project.
- The reinvigorated development will produce a much higher revenue stream to all agencies that would not be forthcoming if the Project remains dormant. These include a substantial boost in property taxes, payment of CVMSHCP fees, school impact fees, Acreage Drainage fees, Quimby fees, annexation into the Community Facilities District for Police and Fire fees and TUMF fees among others.
- The development of the Property will provide quality employment for the construction industry through the estimated ten years of development.

4. CEQA

As indicated above, a Mitigated Negative Declaration was adopted by the City in connection with the approval of the PDD and related project approvals in 2004. Since that time, the overall unit count of the Project has been reduced from that analyzed in the MND (from 1,236 to 1,150 as previously noted) and the rough grading of the site has been completed. The current application removes the public golf course use. Based on the proposed modifications to the PDD since the MND was adopted and the work completed on the Property to date, traffic, air quality impacts and water usage are anticipated to be reduced as compared with the project analyzed in the MND. The Applicant stands ready to complete letter updates for those environmental studies, if any, the City staff deems necessary and appropriate.

5. Construction schedule

The proposed construction schedule is as follows:

- Site Repair3rd Q, 2014
- Infrastructure3rd Q, 2016
- Building Construction1st Q, 2017
- Start of Home Sales2nd Q, 2017
- Buildout1st Q, 2027

Findings:

The following Findings are presented in support of the Amendment application needed for the Project:

1. *The use is proper for the permit sought and is necessary or desirable for the development of the community, is in harmony with the various elements or objectives of the general plan, and is not detrimental to existing uses or to future uses specifically permitted in the zone in which the proposed use is to be located;*
 - (a) The PDD is fully vested and remains valid. The conversion of the former golf course to a more active Open Space use, complete with sustainable plantings, miles of active trails, dog parks and community gardens is consistent with the General Plan Land Use Element Open Space designation and with the zoning requirements applicable under the Palm Springs Municipal Code for Open Space. Residents of the Project as well as the citizens of Palm Springs will benefit from the new Open Space use in a much more robust way than if the golf course were to be rehabilitated.
 - (b) The Amendment represents a specific design solution to the 97-acre previously constructed golf course and provides a new open space vision for this development more in keeping with today's buyer. This will help energize a dormant project and move it forward to completion. Failure of golf course(s) in the vicinity of the Property suggests that golf course uses are not economically viable, and an ongoing requirement

for golf course use has and would continue to hinder the completion of development of the Property. Neighboring uses are shielded from the open space by homes and therefore will not directly perceive the change in open space uses. Removal of the golf course will reduce water usage of the Project and incorporation of a small percentage of the open space as exclusive open space will reduce the cost to the homeowner's association improving accessibility of housing to various economic segments of the community.

2. *The site is adequate in size and shape to accommodate the proposed use, including yards, setbacks, walls or fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses of land in the neighborhood;*
 - (a) There are no proposed changes to the density or intensity of development of the Project. The requested adjustments deal primarily with the nature of the Open Space already established under the vested PDD. There will be no reduction to the size of the Open Space area and the modifications will result in a Project that is far more functional for a broad swath of future Open Space users than a single purpose golf course.
 - (b) The requested modifications to established setbacks and easement areas create a more functional, appealing Project overall and allow for more single story housing units, preserving views and creating adequate privacy for future residents of the Project, while maintaining separation between units in harmony with surrounding developments.
3. *The site relates to streets and highways properly designed and improved to carry the type and quantity of traffic to be generated by the proposed use;*
 - (a) Because the number of residential units in the development has been reduced by 60 units from the number contained in the original PDD approval and MND and the public golf course has been removed, the total trips resulting from the development of the approved Project will be reduced as compared with the original plan.
4. *The conditions to be imposed and shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare and may include minor modification of the zone's property development standards.*
 - (a) The golf course use has hindered the possibility of a revitalized, productive, and economically feasible Project that will serve as the gateway to the City of Palm Springs;
 - (b) Expecting the Property to rebound with a reinvigorated and viable golf operation is inconsistent with current market conditions in the golf industry hence the subject property will require an economically viable new Open Space use.
 - (c) The revitalization of the Property will provide an economic engine capable of eliminating the current conditions that have persisted for several years and, through its

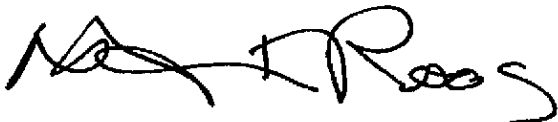
development, will not only provide a new revenue stream through significantly increased property taxes, but also have the effect of improving the property values of the surrounding area.

5. *Uses shown on the development plan for the particular planned development district may be approved by the Planning Commission and City Council with a finding that such uses are in conformity with the General Plan and sound community development.*
 - (a) The proposed modification of open space use from golf course to other active recreation uses, agricultural uses and exclusive open space are consistent with the General Plan Land Use Element definition of "Open Space" and with the Land Use Map. These uses are consistent with sound community development for the reasons stated above.

The proposed Amendment to the fully vested PDD will ensure that the Project is both completed and enhanced by virtue of the changes to the proposed Open Space uses that reduce overall water usage onsite and create a vibrant, sustainable community that will have a positive impact on the well-being of both future residents and the broader Palm Springs community as a whole. The Applicant has started the process of meeting with community stakeholders in an effort to educate them regarding the requested modifications.

We look forward to working with the City and the surrounding community to bring this Project to a successful conclusion.

Very truly yours,



Marvin D. Roos
Senior Advisor

MDR/nv

- c: Stan Brown
Amy Freilich
Brad Shuckhart
Tim Day

ATTACHMENT #5



TERRA NOVA PLANNING & RESEARCH, INC.

October 4, 2016

Mssrs. Flinn Fagg and Edward Robertson
Principal Planner
City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262

RE: CEQA Evaluation, Revised Avalon Project

Dear Flinn and Edward:

The City is currently considering an application that will result in the modification of the partially completed Avalon project. The project was originally processed in 2004, and consisted of General Plan Amendments, a Planned Development District and a Tentative Tract Map. The approved project would have included an 18 hole golf course, 1,150 residential units and a park on 309.4 acres located at the northeast corner of Indian Canyon Drive and San Rafael Road.

This analysis focuses specifically on the CEQA documentation for the project. The materials listed below were provided to us by the City, are incorporated herein by reference, and are available for public review at the Department of Planning Services.

- The Initial Study for TTM 31848, Case No. 5.0982-GPA-PDD-290
- The “Avalon Final Map Phasing Exhibit”
- The previously submitted application materials
- The currently submitted application materials for the “Miralon” project.
- The “Technical Memorandum” prepared by PACE, dated June 9, 2016, to analyze landscaping water demand for the currently proposed project.
- The “Technical Memorandum” prepared by PACE, dated October 5, 2016, analyzing the potable water use for the currently proposed project.
- The traffic analysis provided by Endo Engineering, dated August 12, 2016, and comparing the proposed project to previously approved projects.
- The biological resource analysis provided by Glenn Lukos Associates, dated August 15, 2016.

Project Environmental Review Background

In 2004, the City processed an Initial Study for multiple General Plan Amendments (GPA) pertaining to circulation around the project site, including the deletion of Avenida Caballeros and the addition of Sunrise Parkway, and the deletion of two school sites; a Planned Development District (PDD), and a Tentative Tract Map (TTM). The Initial Study considered the impacts of the GPA, PDD and TTM and the resulting golf course, 1,236 residential units and public park.

The Initial Study determined that potentially significant impacts would result in the following CEQA issue areas:

- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hydrology and Water Resources
- Noise
- Public Services
- Traffic and Circulation
- Utilities and Service Systems

The Initial Study identified, for each issue area, mitigation measures which reduced the project impacts to less than significant levels. As a result of the findings of the Initial Study, a Mitigated Negative Declaration was prepared and approved by the City.

Following approval, the site was graded, the golf course was created, utilities were installed, pads and interior streets were created, and some perimeter improvements were partially completed. As a result of the recession of 2008, the site was abandoned, and the golf course, although still laid out, has been badly degraded.

Current Project

The City is currently reviewing an application which would modify the previously approved project. The currently proposed project includes:

- The elimination of the 97 acre 18 hole golf course and replacement with hiking and biking trails, three dog parks, community gardens, lakes and olive orchards.
- A community clubhouse on a 5 acre site.
- 1,150 residential units (752 single family and 398 multi-family units), consistent with the number of units approved for the original project.
- The dedication and improvement of surrounding streets.

The PDD for the proposed project is proposed for minor modifications, but will permit the same types of residential units as the currently approved PDD. The Tract Map, which was recorded, remains the same, so that lot sizes and layout will not change. The architectural style proposed within the project is Modernist in nature, and includes one and two story single family homes, and attached and detached multi-family homes.

CEQA Considerations

The amended application constitutes a “project” as defined by CEQA. CEQA grants each Lead Agency the right to consider the need for additional CEQA review for projects that are part of a larger project for which an EIR or Mitigated Negative Declaration has previously been prepared.

In this case, the City completed a Mitigated Negative Declaration (MND) for the entire project area, and correctly analyzed the “worst case” scenario, or maximum potential impacts, of the project as a whole. The currently proposed project is within the intensity, land use and density parameters identified in that original MND.

As stated in CEQA Section 15162:

“When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:”

The CEQA Section goes on to identify 3 specific criteria which must be met in order to preclude further analysis. The following describes each of these criteria, and determines whether additional analysis is needed for the currently proposed Miralon project.

“Substantial changes are proposed in the project which will require major revisions of the previous...negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.”

The currently proposed project will eliminate the proposed 97 acre golf course, and replace it with desert landscaped areas, trails, olive orchards, community gardens and parks. The residential unit count will remain the same. The site has been graded, but will require precise grading to return the area to buildable condition, and to modify the previous golf course to accommodate the alternative landscaping proposed.

The proposed project would result in impacts that are consistent with those previously analyzed. The amount of area previously dedicated to golf course will be developed in a mix of open space uses that will be consistent in terms of area to the previously analyzed project. The number of residential units will be the same as that approved in 2004, and 86 fewer units than previously analyzed in the Initial Study. As a result, impacts to Geology and Soils, Hydrology, Noise, Public Services, Utilities and Service Systems would be equivalent to those previously analyzed, and would require the same mitigation measures as those proposed in the MND. Impacts associated with Traffic and Circulation will be less, because the proposed project will generate 410 fewer trips than that originally analyzed¹. Impacts associated with Air Quality and Greenhouse Gases would be reduced, because construction emissions would not occur for rough grading, which has been completed; and the project would generate 410 fewer vehicle trips, so operational impacts would be somewhat lower. Impacts to Biological Resources will be less, because the site has been graded and any native habitat or species have been removed by that grading activity. Since previous grading of the site was conducted under the mitigation requirements of the previously approved MND, Cultural Resource impacts would no longer occur.

¹ Traffic analysis provided by Endo Engineering, dated August 12, 2016, comparing the proposed project to previously analyzed project.

Impacts associated with Aesthetics would be marginally less than those previously analyzed, insofar as a higher number of single story units are currently proposed. Impacts associated with visual character will be similar to those previously analyzed, insofar as the mix of open space and residential development will be equivalent to that previously analyzed.

Impacts associated with Hazards & Hazardous Materials will remain less than significant, but will change somewhat, because of the inclusion of the large areas of olive groves proposed for the project site. The golf course would have required the use of fertilizer, pesticides, herbicides and similar products for ongoing maintenance. The groves will require similar products, but these products may be different from those used at a golf course. In either instance, however, the use, storage and transport of these materials is strictly regulated by the County Department of Environmental Health and the City's Fire Department, and the currently proposed project will be subject to those standards and requirements, just as the golf course would have been subject to them.

Impacts associated with Water Resources are likely to be less than those previously analyzed, insofar as the intensive use of water required for a golf course will be reduced by the development of 33 acres of desert landscaping, and the creation of olive groves, which require a lower water demand. Residential water demand will be somewhat reduced when compared to the proposed project, since the number of units analyzed was 86 more than now being considered, and the requirements for water efficiency in the Building Code and other City requirements are now more stringent than they were in 2004.

Impacts associated with Agriculture, Land Use & Planning, Mineral Resources, Population & Housing, and Recreation would be equivalent to those identified in the approved MND, and would remain less than significant, because the project modifications retain the same characteristics as the previously approved project. That is to say that recreational/common areas remain essentially in the same layout as previously considered, residential development will occur in the same locations as previously analyzed, and the only proposed physical change will be associated with the character of the open space.

Overall, the proposed project will not result in a new significant environmental effect, nor will there be a substantial increase in the severity of previously identified significant effects.

"Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous ...Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;"

There has been no substantial change in the area surrounding the proposed project, nor has development in the area surrounding the proposed project resulted in a change in the character or environment of the area. Because of the recession of 2008, projects proposed in the general area were not undertaken, and land remains substantially in the same condition as it did when the project was approved. The only project constructed in the area since project approval is Palermo,

as the northeast corner of San Rafael and Indian Canyon Drive. This project, partially developed, was constructed during the same timeframe as the mass grading and golf course. The project consists of two story residential units, and is compatible with the development proposed by the current project.

There has been no substantial change in General Plan or Zoning designations in the area of the proposed project, and development types surrounding the project are expected to be consistent with the anticipated development types at the time the MND was prepared. There has been no change in the circulation system in the area surrounding the proposed project. The City has amended the General Plan to reflect the addition of Sunrise Parkway, and has included that roadway in its currently adopted General Plan.

“New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous ... Negative Declaration was adopted, shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous...negative declaration;*
- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
- (C) Mitigation measure or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative;*
- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

As described above, there has been no change in the character, build out, land use designations or zoning of the area covered by the proposed project, or its surroundings.

The City did adopt an updated General Plan in 2007. That document included a number of new or changed policies. However, those policies are not in conflict with the proposed project. The land use designation for the project site in the 2007 General Plan reflects the layout of the proposed project, and designations for Low Density and Medium Density Residential in locations that are consistent with the locations now proposed for the current project. Similarly, the lands previously identified for golf course development are designated Open Space – Recreation in the General Plan.

The provisions of PD 290, which was approved in lieu of a Zone Change, remains in effect, and includes minor modifications which will have no impact on the type, character or intensity of proposed development.

The project is consistent or less impacting than the previously approved MND, as described above. No new significant effects have been identified. The project will be subject to the same

mitigation measures as those previously approved. Because the project has consistent or less impact than the previously approved project, those mitigation measures will be sufficient to address and mitigate the impacts of the current project. There are no new mitigation measures, or alternatives to the project that are different from those previously analyzed, and because of the consistency of the two projects, no change is required to reduce the significant effects of the project on the environment.

Conclusions Regarding Section 15162

As analyzed above, the proposed project does not require a subsequent MND, because impacts of the proposed project have been analyzed; no new impacts have been identified; and no new information changes the conditions under which the project will be implemented.

Conclusion

As analyzed above, the proposed project has been considered under the Initial Study prepared for the 2004 project. The changes resulting from the conversion of the golf course to olive groves, open space, parks and trails, the reduction in overall unit count, as well as the minor modifications to the PDD will be consistent with the impacts identified in the approved MND, and in some cases will reduce potential impacts. No changed circumstances, changes in the environment or changes in regulations have occurred since the approval of the MND that would result in a need for additional analysis or mitigation. Based on the requirements of Public Resources Code and the CEQA Guidelines, no additional environmental analysis is required for this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Sauviat Criste". The signature is fluid and cursive, with a large initial "N" and "S".

Nicole Sauviat Criste
Principal



Technical Memorandum

Date: June 09, 2016
To: Tim Day
From: Sonny O. Sim, P.E.
Re: Palm Springs Village – Estimated Water Use and Maximum Applied Water Allowance

B014

The project name is Palm Springs Village located in Palm Springs, California. The Memo was prepared using the Coachella Valley Water District (CVWD) Ordinance 1302.1 for Landscape and Irrigation System Criteria. The water usage in this ordinance takes into account plant material used, irrigation area and irrigation efficiency in the water calculations. The purpose of this memo is to compare the Estimated Total Water Use (ETWU) and Maximum Applied Water Allowance (MAWA). This memo also presents three land use options: Typical Golf Course, Target Golf Course (Existing Condition) and Olive Grove (Proposed Project). For the Typical Golf Course, the golf area shall be covered with Turf. For the Target Golf Course, the turf is only needed for the key areas of the golf course; the rest of the area is covered by desert landscape with moderate shrub. For the proposed project, most of the area will be covered with olive and citrus trees; the rest of the area is desert landscape with native desert plans. The breakdown of areas for each option is included in table 2.

The CVWD has jurisdiction for the project. MAWA is the maximum water is allowed for project use. According to CVWD Ordinance 1302.1, the evapotranspiration rate (ET_o) of Palm Springs Village is 93.9 inches per year (Zone No.5 of ET_o Map dated October 12, 2009). The evapotranspiration adjustment factor is 0.5. Using the equation (MAWA= ET_o x 0.5 x LA x 0.62 / 748) in Appendix C of the CVWD Ordinance 1302.1, the MAWA of the site is 165,177.48 CCF (See Table 1).

Table 1 - Maximum Water Allowance

	Eto (in/yr)	Area		ET Adjustment Factor	Max Water Allowance	
Landscape Area	93.9	4,244,486	SF	0.5	165,177	CCF
TOTAL		4,244,486	SF		165,177	CCF
		97.5	Acre		379	Acre-Ft

Where: ET_o = Evapotranspiration Rate (inches per year).
 Landscape Area (LA) = Total Land Scape Area (square feet)
 ET Adjustment Factor = Evapotranspiration Adjustment Factor (0.5)
 MAWA = Maximum Applied Water Allowance (hundred cubic feet or Acre-Feet)

Using standard CVWD Ordinance 1302.1 for calculation of estimated total water use, the water usage of each option is shown in table 2. The table shows the properties of the irrigation demand and landscape area for each option. The irrigation demand is based on the properties of the landscape areas. The evapotranspiration rate (ET_o) of Palm Springs Village is 93.9 inches per year (Zone No.5 of ET_o Map dated October 12, 2009). The plant factor is a number that indicates how much water is needed for the specific plant material. The plant factor of turf is assumed to be 0.8 for common golf course turf. The olive trees have plant factor range of 0.58 to 0.8 season by season, which is averaged to 0.69 (Reference WULCOS III Table 1). The citrus trees have plant factor of 0.65 year round (Reference WULCOS III Table 1). The desert landscape has two types: the moderate shrub with plant factor of 0.5 and the low native plant with plant factor of 0.2. These plants are desert plants; however, the moderate shrubs use more water than the low native plants.

The area columns on table 2 indicate the area of plant material for each option. Using the equation (ETWU = ET_o x PF x LA x 0.62 / 748 / IE) in Appendix C of the CVWD Ordinance 1302.1, the volume columns are the estimated water usage for each option. A typical golf course has 100% of turf. This option uses the most water annually 309,803 CCF (711 AF). The existing target golf course has 28% of turf and 72% of moderate shrub desert landscape. The water usage is reduced to 210,510 CCF (483 AF). The proposed project is an olive grove. The plant material used for this option is the mixture of plants including turf, olive trees, citrus trees and low native plants. With the mixture of plants, the water usage is reduced to 161,965 CCF (371.8 AF). The proposed project uses about 23% less water than the target golf course.

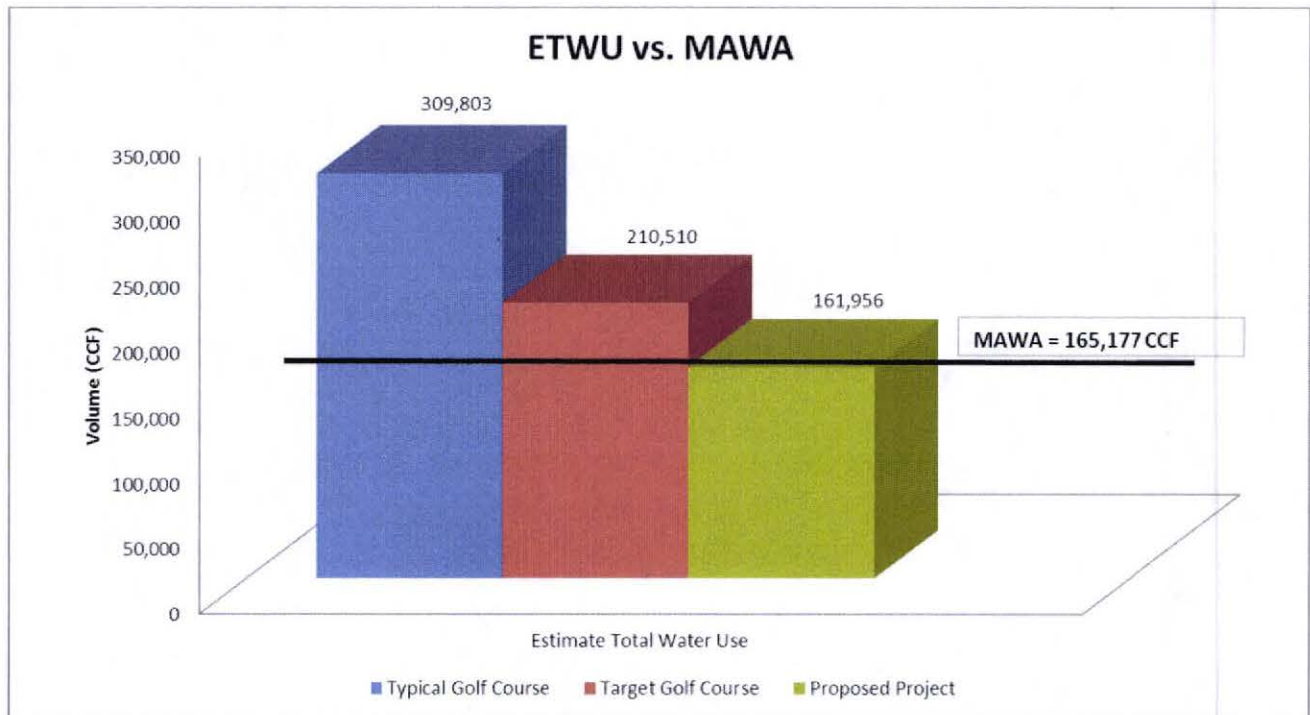
Table 2 – Estimated Applied Water Use

Landscape Area	Irrigation Demand				Water Use											
	ET _o (in/yr) (1)	Plant Factor (PF) (2)	Irrigation Type	Irrigation Efficiency (IE) (3)	Typical Golf Course				Target Golf Course				Proposed Project			
					Landscape Area (LA)		Volume		Landscape Area (LA) (3)		Volume		Landscape Area (LA) (4)		Volume	
Turf	93.9	0.8	Turf Rotor	0.8	3,980,426	SF	309,803	CCF	1,110,005	SF	86,393	CCF	74,415	SF	5,792	CCF
Olive Tree	93.9	0.69	Drip	0.9	0	SF	0	CCF	0	SF	0	CCF	2,047,000	SF	122,146	CCF
Citrus Tree	93.9	0.65	Drip	0.9	0	SF	0	CCF	0	SF	0	CCF	47,916	SF	2,693	CCF
Desert Landscape (5)	93.9	0.5	Drip	0.9	0	SF	0	CCF	2,870,421	SF	124,116	CCF	0	SF	0	CCF
Desert Landscape (6)	93.9	0.2	Drip	0.9	0	SF	0	CCF	0	SF	0	CCF	1,811,095	SF	31,325	CCF
TOTAL					3,980,426	SF	309,803	CCF	3,980,426	SF	210,510	CCF	3,980,426	SF	161,956	CCF
					91.4	AC	711.2	AF	91.4	AC	483.2	AF	91.4	AC	371.8	AF
Lake	93.9	1.1	N/A	1	264,140	SF	22,614	CCF	264,140	SF	22,614	CCF	264,140	SF	22,614	CCF

Note:

- (1) Evapotranspiration Rate (inches per year). Reference CVWD Ordinance 1302.1 Appendix C Zone No. 5 (93.9" Annual ET_o)
- (2) Plant Factor. Reference CVWD Ordinance 1302.1 Appendix C and WULCOS III.
- (3) Landscape Area for Target Golf Course (square feet). Reference Golf Course Usage Analysis for TTM No. 31848 per MSA Consulting, Inc. Dated March 30, 2016. (Reference Appendix Section)
- (4) Landscape Area for Proposed Project (square feet). Reference Landscape Master Plan Palm Springs Village for Project number 16002 per C2 Collaborative Landscape Architecture. Dated April 20, 2016. (Reference Appendix Section)
- (5) Assume the Desert landscape is Moderate Shrub (Plan Factor 0.5). Reference CVWD Ordinance 1302.1 Appendix C.
- (6) Assume the Desert landscape is Low Native Plant (Plan Factor 0.2). Reference CVWD Ordinance 1302.1 Appendix C.

Figure 1 is the graph of estimate water use and maximum applied water usage. The graph shows the comparison of three options graphically. The maximum applied water allowance is present as a black line to set the limit water allowance of CVWD recommended. The Maximum Water Allowance is 165,177 CCF (379 AF). The Typical Golf Course and the Target Golf Course are above the limit. The Proposed Project is below the limit by 3221 CCF (7.39 AF).





Golf Turf & Lake Areas

HOLE NO.	TURF		LAKE		TOTAL	
	SQ. FT.	ACREAGE	SQ. FT.	ACREAGE	SQ. FT.	ACREAGE
1	295,196 SF	6.78 AC	N/A	N/A	295,196 SF	6.78 AC
2	25,280 SF	0.58 AC	N/A	N/A	25,280 SF	0.58 AC
3	33,924 SF	0.78 AC	N/A	N/A	33,924 SF	0.78 AC
4	78,455 SF	1.80 AC	N/A	N/A	78,455 SF	1.80 AC
5	11,483 SF	0.26 AC	87,967 SF	2.02 AC	99,449 SF	2.28 AC
6	23,040 SF	0.53 AC	N/A	N/A	23,040 SF	0.53 AC
7	27,586 SF	0.63 AC	N/A	N/A	27,586 SF	0.63 AC
8	66,340 SF	1.52 AC	52,552 SF	1.21 AC	118,892 SF	2.73 AC
9	94,775 SF	2.18 AC	N/A	N/A	94,775 SF	2.18 AC
10	80,099 SF	1.84 AC	34,599 SF	0.78 AC	114,698 SF	2.62 AC
11	31,988 SF	0.73 AC	N/A	N/A	31,988 SF	0.73 AC
12	88,346 SF	2.03 AC	N/A	N/A	88,346 SF	2.03 AC
13	40,132 SF	0.92 AC	71,185 SF	1.63 AC	111,317 SF	2.56 AC
14	22,748 SF	0.52 AC	N/A	N/A	22,748 SF	0.52 AC
15	39,261 SF	0.90 AC	N/A	N/A	39,261 SF	0.90 AC
16	26,968 SF	0.62 AC	N/A	N/A	26,968 SF	0.62 AC
17	46,297 SF	1.06 AC	N/A	N/A	46,297 SF	1.06 AC
18	78,048 SF	1.79 AC	27,837 SF	0.64 AC	105,885 SF	2.43 AC
TOTAL	1,110,005 SF	25.48 AC	264,140 SF	6.06 AC	1,374,144 SF	31.55 AC

*The Range is included in the calculation of Hole No. 1

Golf Parcel Areas

GOLF PARCEL AREA	HOLE NO.	SQ. FT.	ACREAGE
1	15, 14, 17	457,536 SF	10.50 AC
2	14	122,075 SF	2.80 AC
3	1, 2, 9, 13, 18	1,836,088 SF	42.15 AC
4	3, 8	347,089 SF	8.43 AC
5	4, 5, 6, 7	615,797 SF	14.14 AC
6	10, 11, 12	843,781 SF	19.37 AC
TOTAL		4,244,565 SF	97.44 AC

Overall Golf Areas

	SQ. FT.	ACREAGE	%
TOTAL GOLF PARCEL AREA (1 - 6)	4,244,565 SF	97.44 AC	100%
TOTAL GOLF TURF & LAKE AREAS	1,374,144 SF	31.55 AC	32%
TOTAL REMAINDER OF GOLF PARCEL AREA	2,870,421 SF	65.89 AC	68%

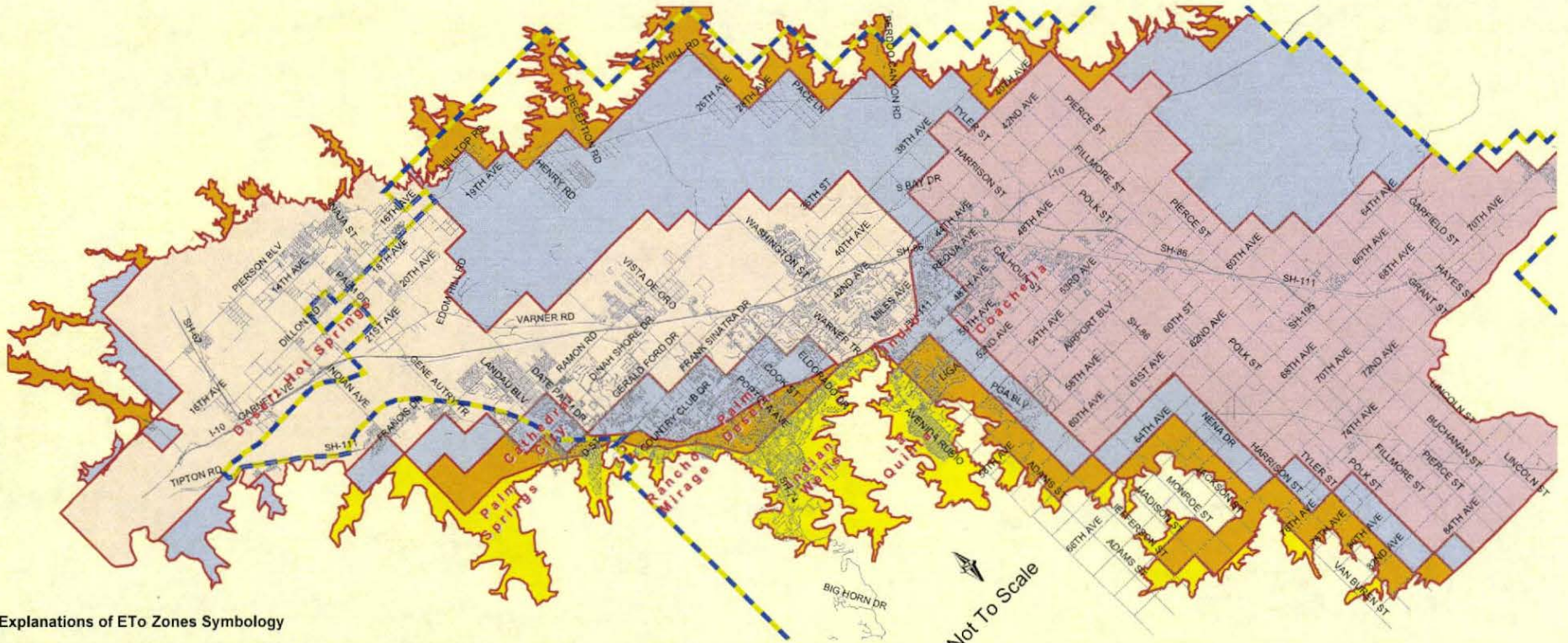




LEGEND

- 1 Public Visitor Gated Entry (Staffed Guardhouse)
- 2 Private Resident Gated Entry (Key Fob)
- 3 Olive Groves (approx. 38 acres)
- 4 Clubhouse and Pool Club
- 5 Citrus Tree Pockets - Tango Mandarin (approx. 1.2 acres)
- 6 Detention Basin
- 7 Existing Lakes
- 8 Desert Themed Landscape (approx. 42 acres)
- 9 Dog Separated Agility Park
- 10 Social Space
- 11 Green Space with Open Turf and/or Informal Dog Park
- 12 Clubhouse Parking
- 13 Fitness Station (13)
- 14 Attached Multi Family
- 15 Detached Multi Family
- 16 Single Family Residential
- 17 Farm Maintenance and Pump House
- 18 Well Site
- 19 Community Garden (4)





Explanations of ETo Zones Symbology

1. Zone #1: North-facing cove areas: Mountain shaded, sheltered from prevailing winds and higher elevations means lowest water consumption. Annual water consumption(ETo) = 57.01"
2. Zone #2: Transition zone area between the north-facing coves and the open desert or the south-facing cove areas of the north valley: The transition zones are somewhat sheltered from prevailing winds and with exposure to higher local humidity from irrigated landscapes means low water consumption. North valley coves are mountain shaded, sheltered from prevailing winds and higher elevations, but are south-facing and heat absorbing. Annual water consumption(ETo) = 66.82"
3. Zone #3: Upper valley open desert border zone, lower valley upper elevation zone or lower valley afternoon mountain shade zones with moderate prevailing winds and blowing sand. Annual water consumption(ETo) = 75.00"
4. Zone #4: Lower valley open desert agricultural zone with moderate prevailing winds and below sea level elevations. Annual water consumption(ETo) = 88.00"
5. Zone #5: Upper valley high wind and blowing sand zone. Annual water consumption = 93.90"

Legend

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Center Lines
- District Boundary

ETo Map



CVWD Dwg. No. 29523

File Name: ETo Map.mxd
 File Location: O:\GIS\2008\Projects\ETo Map
 Made by: Dan Avery
 Date: 11/11/08
 Drawn by: CVWD Engineering - GIS



Technical Memorandum

Date: October 05, 2016
To: Tim Day
From: Sonny O. Sim, P.E.
Re: Palm Springs Village – Potable Water Use Calculation # B014

This memo will provide a comparison between available water supply and the project's water demand or usage of potable water. The available water supply is based on the Desert Water Agency's 2015 Urban Water Management Plan.

Two annual water demand numbers are discussed in this memo. One is from the project Water Supply Assessment generated for the project which indicates that the total annual domestic water demand for the project is estimated at 3,300 acre-feet per year (AFY). The proposed project water usage is also calculated and presented.

Water Supply – Desert Water Agency 2015 Urban Water Management Plan (UWMP) Per Capita Usage

The Desert Water Agency (DWA) prepared the 2015 UWMP to provide a working document when determining the available supply of water. It should be noted that the DWA in the 2015 UWMP has indicated that this project is included in its overall water demand calculations. A Water Supply Assessment has been submitted and approved by the DWA. In the UWMP, DWA determined the water reduction to establish a continuous 10-year baseline average water use. The baseline water use is the agency's gross water use divided by its service area population, reported in gallons per capita per day (gpcd). The 10 year average must have an end date between December 31, 2004 and December 31, 2010. DWA provided a baseline usage of 430 gpcd. To determine the water use target, 80% of the baseline was used which is 344 gpcd.

The 2020 final water target can be used in conjunction with the projected population of the new development. According to the 2015 UWMP, the total persons per household was approximately 4.4 (2015 UWMP Section IV-3). For the purpose of this report, 4.4 people per household will be used for water demand calculations. However, the Palm Springs 2015-2021 Housing Element General Plan indicates that the average household size is 1.93 people per household which would result in a lower annual water volume. The table below shows the water demand of the new development per capita usage of water use, number of people per household based on the number of single family and multi-family units planned for the development. There are two conditions for the 2015 UWMP. Table 1 shows the project considered in the WSA and the Mitigated Negative Declaration prepared for the approved project (referred to below as the Approved Project), which included the target golf course and 1236 units. Table 2 shows the proposed project under the proposed PDD amendment, including the revised open space plan and 1150 units (referred to below as the Proposed Project.)

The calculations in Table 1 and Table 2 include both indoor and outdoor water usage estimates.

Table 1 - Approved Project - 2015 UWMP					
	Unit Count	People per Unit	Population	Demand Unit (gpcd)	Water Usage (AFY)
Single Family	778	4.4	3423	344	1,319
Multi Family	458	4.4	2015	344	777
Total	1236	4.4	5438	344	2,096

Table 2 - Proposed Project - 2015 UWMP					
	Unit Count	People per Unit	Population	Demand Unit (gpcd)	Water Usage (AFY)
Single Family	752	4.4	3309	344	1,275
Multi Family	398	4.4	1751	344	675
Total	1150	4.4	5060	344	1,950

Water Usage – Indoor and Outdoor Estimates

The water usage estimates calculated below are for the areas used by single and multifamily units which include the water use for indoors as well as water use for the landscape within the area of each lot. To determine the total project water use, the calculated values shown in this memo must be added to the calculated water use for the landscape (including orchards, lakes, etc.) as described in the “Technical Memorandum” prepared by PACE dated April 29, 2016 and revised on September 30, 2016.

While water usage based on gallons per capita per day provides a general water usage, it does not take into account specific site characteristics for each development. In order to minimize the impact the development has on water demand, Freehold Communities has decided to pursue a water conscious development that will utilize water efficient fixtures within the homes and select a plant palette with irrigation methodology that will maximize the limited water available for outdoor use (See landscape water use estimates prepared previously).

The homes will be constructed with water efficient fixtures that will meet California Green Building Standards and the EPA’s WaterSense program. When estimating indoor water use, the daily usage per person is calculated by the fixture’s flow rate and the duration / number of uses expected per person. The following table shows an estimation of the daily indoor usage per capita.

Table 3 – Indoor Potable Water Usage

Indoor Potable Water Usage			
Potable Water Use	Flow per Use	Daily Usage	Gallons/Capital/Day
Toilet	1.28 Gal/flush	5 flush/day	6.4
Showers	2.0 Gal/min	8 min/day	16
Kitchen Faucets	1.5 Gal/min	4 min/day	6
Bathroom Faucets	1.5 Gal/min	2 min/day	3
Clothes Washer	13 Gal/load	0.5 load/day	6.5
Diswasher	4.25 Gal/load	0.3 loads/day	1.3
Indoor Potable Water Usage			39.2

While the above table shows that the estimated indoor usage per capita is 39 gallons per day, 45 gallons per person per day will be used for the purpose of calculating the total water demand of this development. This provides a more conservative number to account for possible leaks of fixtures within the homes or the possibility that residents use more water than calculated.

Table 4 and 5 shows the estimated water usage for both indoor and outdoor use of the proposed development. Table 4 shows the estimated water use for the Approved Project, calculated using the estimated water demand of 45 gallons per person per day. Table 5 shows the estimated water use for the proposed project using the same estimated water demand calculation. To determine the outdoor water usage for each lot, it is assumed that each single family home has 900 sf of irrigated area within each lot and each multifamily home has 250 sf. The size of the yard along with 100% irrigation of those yards provides a conservative estimate of outdoor water use. The figures in Table 4 and Table 5 do not include the water demand for the 97 acre open space which is calculated separately in the "Technical Memorandum" prepared by PACE dated September 30, 2016.

Table 4 - Approved Project Water Usage

Approved Project					
Indoor Water Usage					
	Unit Count	People per Unit	Population	Demand Unit (gpcd)	Water Usage (AFY)
Single Family	778	4.4	3423	45	173
Multi Family	458	4.4	2015	45	102
Outdoor Water Usage					
	Unit Count	Area (SF/UNIT)	Area (AC)	Water Demand (AFY/AC)	Water Usage (AFY)
Single Family	778	900	16.1	2.0	32.2
Multi Family	458	250	2.6	2.0	5.3
Total					312

Table 5 - Proposed Project Water Usage

Proposed Project					
Indoor Water Usage					
	Unit Count	People per Unit	Population	Demand Unit (gpcd)	Water Usage (AFY)
Single Family	752	4.4	3309	45	167
Multi Family	398	4.4	1751	45	88
Outdoor Water Usage					
	Unit Count	Area (SF/UNIT)	Area (AC)	Water Demand (AFY/AC)	Water Usage (AFY)
Single Family	752	900	15.6	2.0	31.1
Multi Family	398	250	2.3	2.0	4.6
Total					291

Summary – Comparison of Supply and Demand

Figure 1 indicates the summary of the total supply as indicated in 2015 Urban Water Management Plan and the demands as indicated in the original water supply assessment as well as the calculated single/multifamily lot and landscape water required. The proposed project will use an estimated total of 663 acre-feet per year compared with the original Water Supply Assessment's demand of 3,300 AFY. Figure 1 also indicate that the estimated total demand (663 AFY) for the proposed project will be less than that of the available supply based on the 2015 UWMP of 1,950 AFY. The values shown in Figure 1 are estimated based on the assumptions including population and demand per capita as stated in this memorandum and can increase or decrease based on these assumptions.

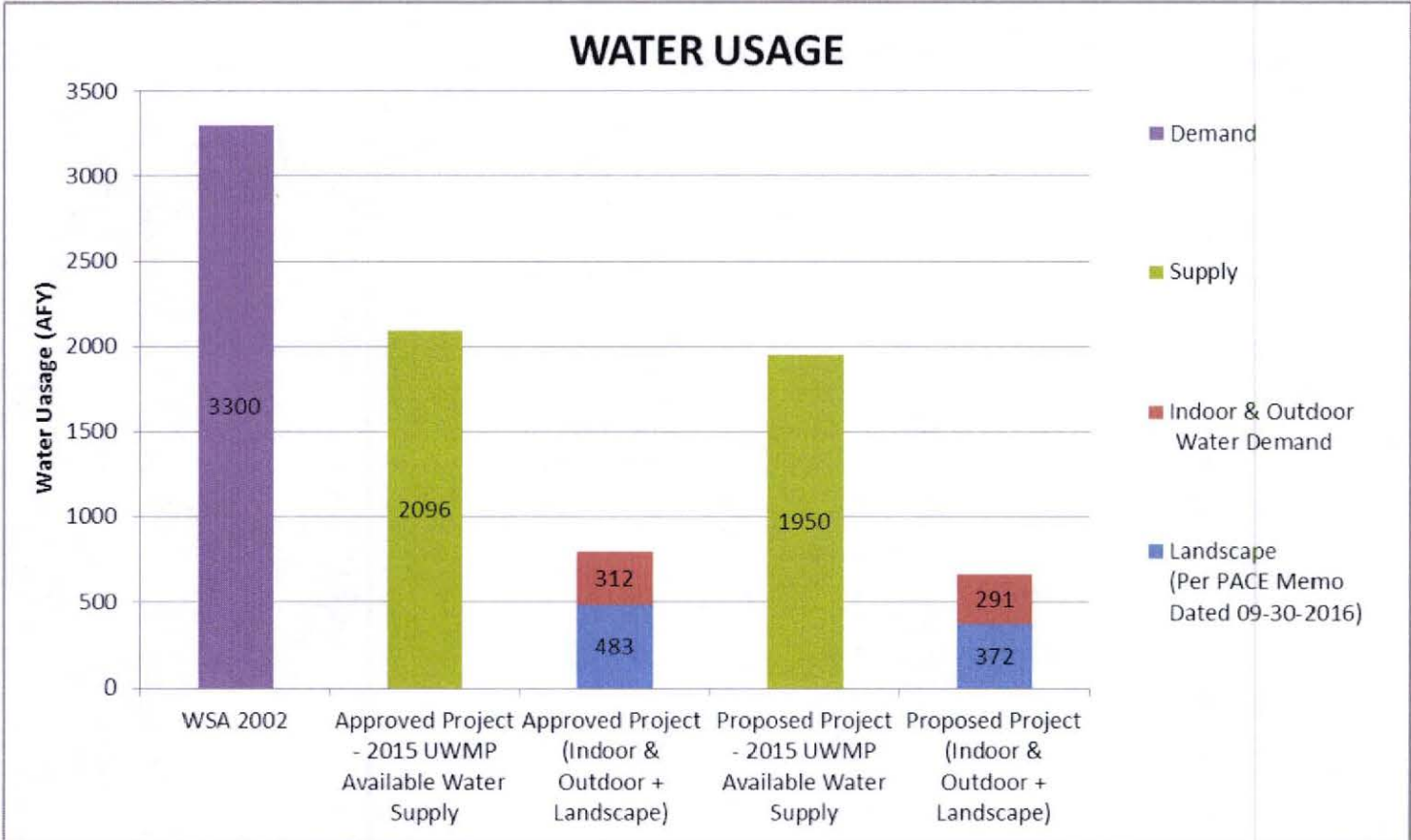


Fig 1 – Water Usage Graph



August 12, 2016

Mr. Marcus Fuller
Assistant City Manager/City Engineer
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

***SUBJECT: Effect of Minor Modifications Proposed for the Miralon Project
(PDD 290 Amendment and Tract Map 31848) on the Previously
Identified Avalon Project Traffic Impacts and Mitigation***

Dear Mr. Fuller;

The Miralon Project is a master planned community proposed by Freehold Communities, LLC at the northern gateway to the City of Palm Springs, California. Figure 1 shows the project site in its regional context. The 309.39-acre project site extends east of North Indian Canyon Drive to Sunrise Way, and north of San Rafael Drive to Sunrise Parkway and the Whitewater River levee. Figure 2 shows the project site in its local context.

The development of a planned community within the project site began more than a decade ago with the approval of the original Palm Springs Village Preliminary PDD and the subsequent Avalon Planned Development District 290 and TTM 31848. However, the Avalon development was never completed because of the economic recession and financial crisis that began in 2008. The property has been acquired by new owners proposing an amendment to the approved Avalon PDD 290 known as the "Miralon Project".

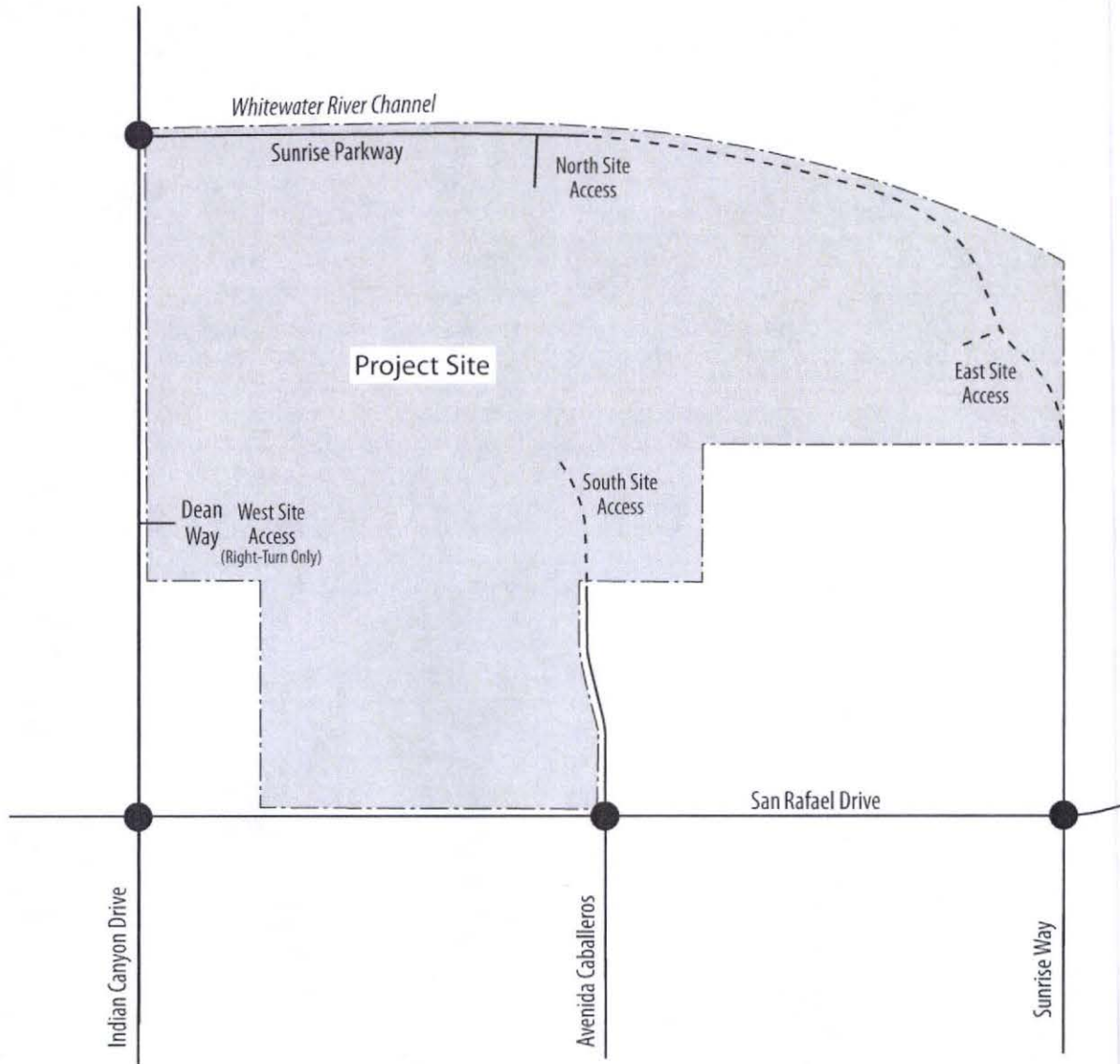
The applicant is proposing to develop essentially the same project that was previously approved by the City of Palm Springs, as shown in Figure 3 (the Approved Site Plan). The Miralon Project (PDD 290 Amendment) would be consistent with the intent of the original PDD 290 approval and the Final Map and would not change the internal site layout of the gated community. The Miralon Project would not change the total number of residential dwelling units to be constructed within the project site. Like the Avalon development, the Miralon Project would include a maximum of 1,150 residential dwelling units (including 752 single-family units and 398 multi-family units) accessed via four site access intersections (one in each cardinal direction). As shown in Figure 4 (the Proposed Site Plan), the Miralon Project would replace the approved public 18-hole golf course with sustainable landscaping/orchards and community recreation facilities.

Traffic impacts and mitigation measures associated with the development of the project site were previously identified in the *Palm Springs Village Planned Development District Traffic Impact Study* (Endo Engineering; September 22, 2003). That study, as amended by a subsequent letter (dated February 17, 2004) responding to comments by the City of Palm Springs, is referred to herein as the 2003 TIS. The 2003 TIS evaluated 1,237 residential dwelling units (800 single-family and 437 multi-family units) a public 18-hole golf course (with a driving range and a 5,000 square foot clubhouse), a small private park, and a 10-acre public park. It addressed three site access connections to the surrounding street system but not the Western Site Access on Indian Canyon Drive that was subsequently added and approved. The 2003 TIS documented traffic volumes and roadway and intersection capacities, with and without on-site development in the year 2010 and 2020.

Figure 1
Regional Location

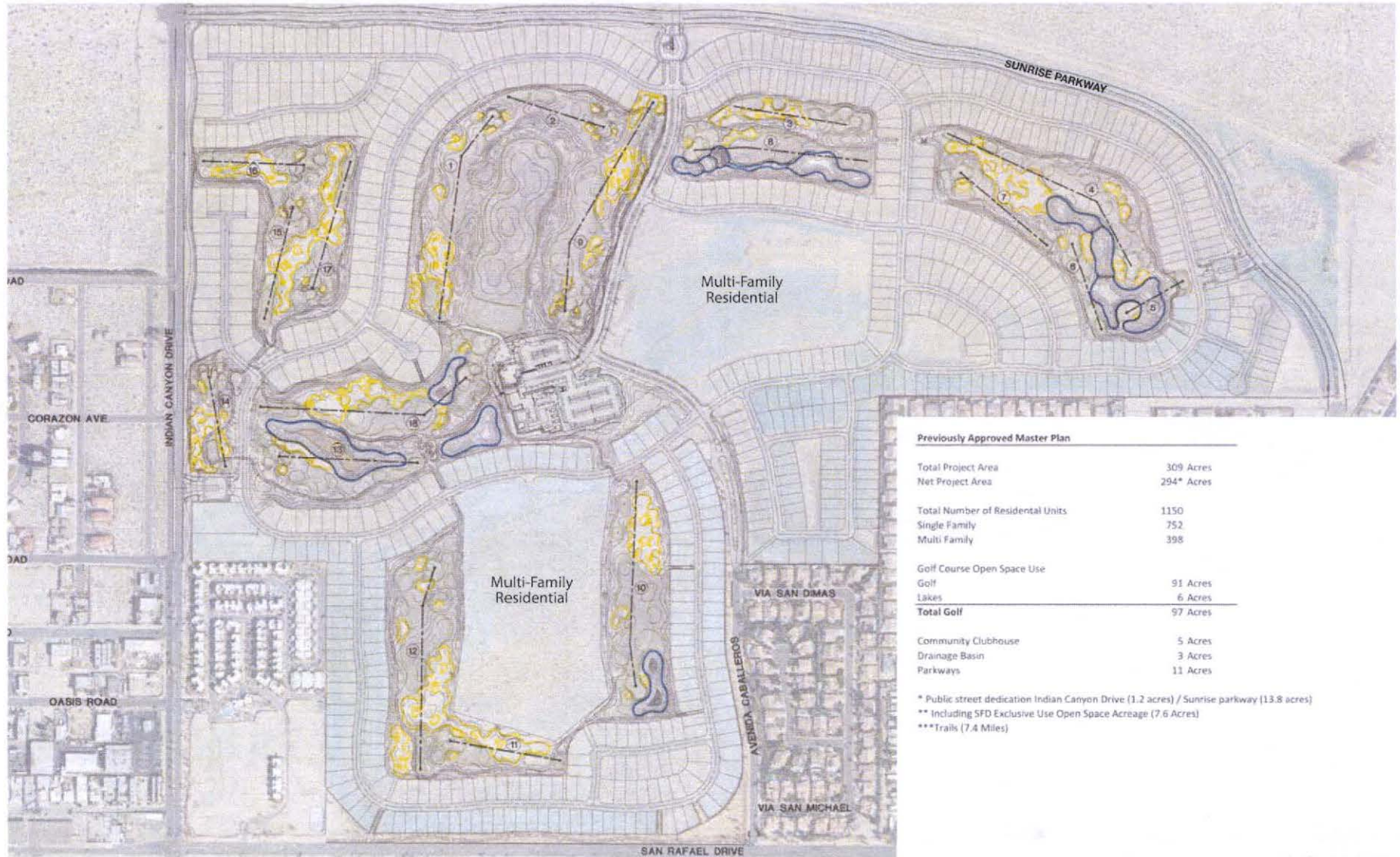


Figure 2
Study Area and Key Intersections



Legend	
●	Existing Key Intersection
▭	Project Site

Figure 3
Approved Site Plan



Scale: 1" = 640'



FREEHOLD COMMUNITIES

APPROVED SITE PLAN

MIRALON

5618 SPRING LAKE, CA

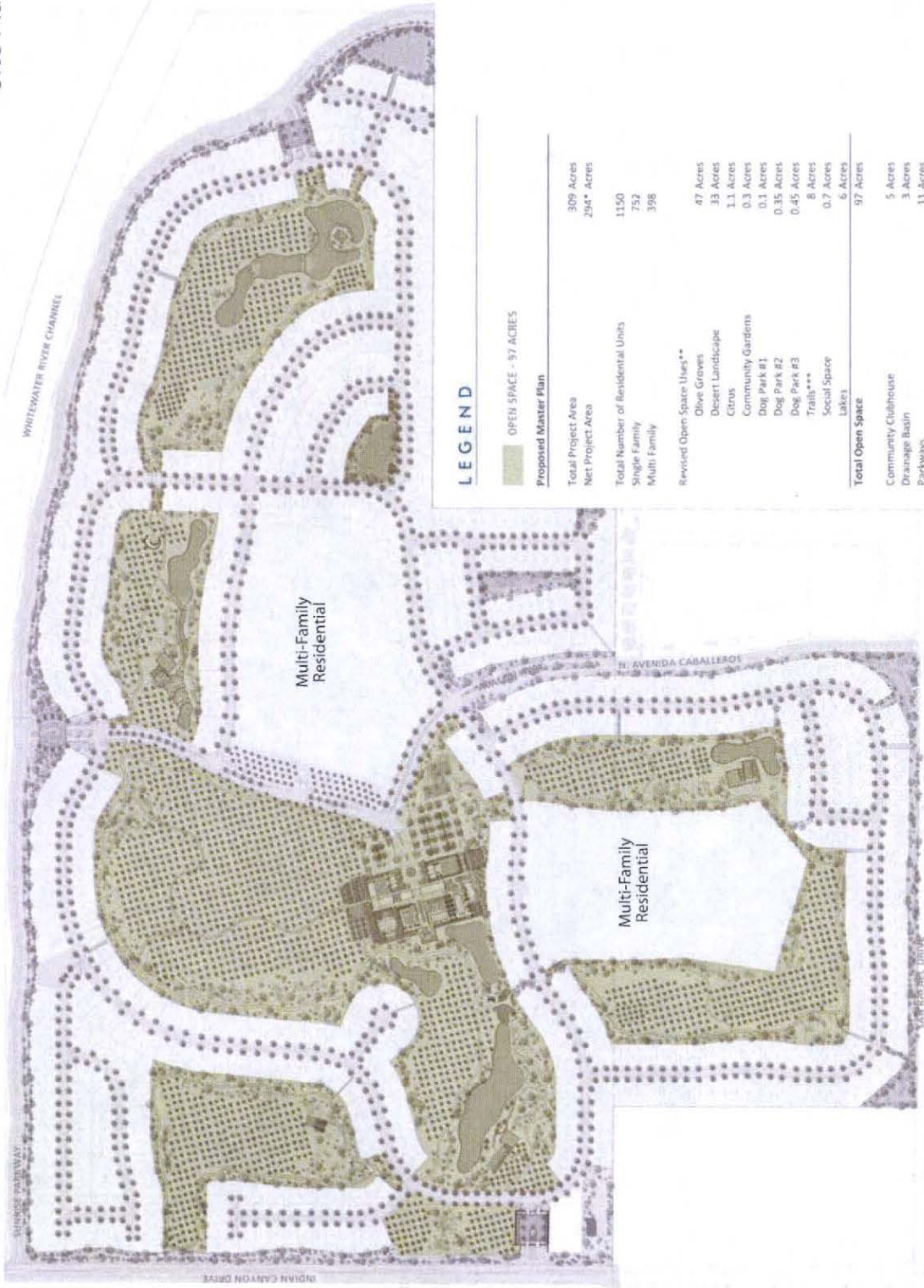


R H A

ERBERT ADRIAN BRENNETT LLC

11100 WILSON AVENUE, SUITE 100
 SAN DIEGO, CA 92121

Figure 4
Proposed Miralon
Site Plan



Scale: 1" = 660'

* Public street dedication Indian Canyon Drive (1.2 acres) / Sunrise Parkway (13.8 acres)
 ** Including SFD Exclusive Use Open Space-Acreage (7.6 Acres)
 *** Trails (7.4 Miles)

PROPOSED SITE PLAN
MIRALON

FREEHOLD COMMUNITIES

C2 Collaborative RHA

Purpose and Objectives

This focused letter report was prepared to provide supplemental information necessary for the City of Palm Springs to evaluate the traffic implications associated with the delay in the development of the project associated with the economic downturn. Changes that have occurred since the 2003 TIS was prepared were documented to update the previously identified traffic impacts and mitigation measures. These changes include: (1) improvements to the transportation system in the project vicinity; (2) changes in the existing (baseline) traffic volumes; (3) minor modifications to the land uses and the number of trips associated with the proposed Miralon Project; (4) the 2007 *Palm Springs General Plan* designation of Sunrise Parkway, between Indian Canyon Drive and Sunrise Way, as a four-lane divided Secondary Thoroughfare; (5) the addition of the Western Site Access on Indian Canyon Drive; and (6) the availability of updated future traffic projections. Future changes to the adjacent circulation system and traffic volumes associated with both Phase 1 and buildout of the Miralon Project were evaluated. The future background traffic projections were updated to reflect the trips generated by the future growth in land uses anticipated by the Land Use Element of the 2007 *Palm Springs General Plan* and the Serena Park cumulative project.

Regional travel demand models simulate daily traffic on the transportation network based on the development pattern to determine if the planned roadway system improvements will accommodate the anticipated travel demand over the long term. Since the existing entitlements were included in the traffic model developed for the 2007 *Palm Springs General Plan*, the volume of traffic generated by the development of the site would not impact the overall roadway network planned to serve future development upon General Plan buildout. However, regional models cannot accurately reflect site access points or be used during the design review process to determine if a project might have an impact on intersections in close proximity to proposed site access points.

Although the Miralon Project would not increase the traffic volumes generated during the peak hours, the addition of the Western Site Access on Indian Canyon Drive after the 2003 TIS was completed would change the directional distribution of vehicles approaching and leaving the site. Access connections must be appropriately located and designed to avoid impacts in the immediate vicinity related to traffic operations and safety. Therefore, a detailed analysis of the site access intersections and adjacent key intersections along the perimeter roadways was completed to identify any potential local impacts and ensure that acceptable levels of service would be maintained upon completion of the Phase 1 development (in the year 2019) and upon project completion (in the year 2030).

Summary of Findings

The 2003 TIS evaluated more residential dwelling units than the existing entitlements associated with the Avalon development. The 2003 TIS addressed three site access connections to the surrounding street system (to the north, east, and south) without the Western Site Access on Indian Canyon Drive that was ultimately approved. The 2003 TIS evaluated project buildout conditions in the year 2010 and the year 2020 with Sunrise Parkway, between Indian Canyon Drive and Sunrise Way, as a two-lane collector street along the northern and eastern site boundary attracting relatively little through traffic.

The Miralon Project would generate fewer trips than the development evaluated in the 2003 TIS as well as fewer trips than the existing entitlements. As shown in Table 2, replacing the 18-hole public golf course with an olive grove and community recreation facilities would reduce the number of trips generated by the development during the midday and evening peak hours on weekdays. With fewer project-related trips that are more evenly distributed to the perimeter streets in all four cardinal directions, the regional traffic impacts of the Miralon Project would be expected to be essentially the same as or less than previously identified and mitigated in the 2003 TIS. The Avalon project is consistent with the 2007 *Palm Springs General Plan*. Consequently, the regional impacts associated with site development were previously identified and addressed in the 2003 TIS and in the 2007 *Palm Springs General Plan Update EIR*.

Access for Phase 1 of the Miralon Project would be exclusively to the west via Indian Canyon Drive and to the north via the existing segment of Sunrise Parkway, east of Indian Canyon Drive. The Phase 1 traffic would not have access to the south (via the future gated entry on Avenida Caballeros, north of San Rafael Drive) or to the east (via the future East Site Access on Sunrise Parkway/Sunrise Way). This would effectively minimize Phase 1 traffic volumes in the existing residential areas located south and east of the project site. The applicant proposes to construct Sunrise Parkway between the North Site Access and Sunrise Way in conjunction with adjacent development within Phase 2. Both the East Site Access on Sunrise Parkway and the south site access onto Avenida Caballeros would be constructed and opened in conjunction with development within Phase 2.

The future peak hour conditions at the site access points and the key intersections along the four perimeter streets in the vicinity were evaluated to determine if they will meet the City of Palm Springs minimum performance standard of Level of Service "D". With the site access improvements proposed in conjunction with the Miralon Project (shown in Figures 16 and 17) all of the intersections evaluated are projected to operate at acceptable levels of service during the peak hours in the year 2019 with Phase 1 traffic volumes and in the year 2030 with the Miralon Project completed.

Other than the traffic signal required in Phase 1 at the Indian Canyon Drive/Sunrise Parkway intersection, no additional traffic signals would be required at the intersections evaluated to accommodate the trips generated by the Miralon Project at acceptable levels of service. The southbound left-turn volume at the intersection of Indian Canyon Drive with Sunrise Parkway is projected to exceed 300 vehicles during the peak hour in the year 2030 with and without site traffic. The provision of dual southbound left-turn lanes would improve the peak hour levels of service at this intersection and reduce the southbound left-turn back-of-queue length.

Background and Setting

Since 2003, the development plans for the project site have evolved and been refined, resulting in minor changes to the future land uses envisioned, and the phasing of the development. Changes to the site access plan have occurred. The ultimate improvements required along the northern and eastern site boundary for Sunrise Parkway have changed. Improvements have been made to the surrounding street system. The master planned circulation system that was designed to serve the future travel demands upon build out of the *Palm Springs General Plan* has been modified. Local and regional travel demand models have been updated. Cumulative developments in the project vicinity have changed.

The growth in traffic volumes that accompanies future development throughout the City of Palm Springs and the Coachella Valley must be quantified to demonstrate that the site will have adequate access in the future and acceptable levels of service will be maintained when the project is completed in the year 2030. The updated year 2030 traffic projections from the travel demand model developed for the 2007 update of the *Palm Springs General Plan* used in this analysis are not the same as the year 2020 traffic projections used in the 2003 TIS (that were developed from the 2020 CVATS model). In addition to the difference in the planning horizon years of the two models, the roadway network and land use assumptions in the two models were different.

Scope of Analysis

To update the baseline conditions near the four site access points, new midday and evening peak hour traffic counts were made on Wednesday, May 25, 2016 at three intersections along San Rafael Drive (at Indian Canyon Drive, Avenida Caballeros, and at Sunrise Way). Although Sunrise Parkway has been constructed between Indian Canyon Drive and the North Site Access, it is currently closed and barricaded. Since there are currently no turning volumes to/from Sunrise Parkway, a new 24-hour directional traffic count was made on Indian Canyon Drive at Sunrise Parkway on May 25, 2016.

The trip generation of the proposed Miralon Project was compared to that of the original Palm Springs Village PDD and the approved Avalon development. The site traffic distribution in the 2003 TIS reflecting project buildout conditions with three site access points was modified to reflect four site

access points. In addition, a new site traffic distribution was developed for conditions in the year 2019, when Phase 1 of the Miralon development is expected to be completed. In the year 2019, only the North Site Access on Sunrise Parkway and the West Site Access on Indian Canyon Drive will be open to site traffic.

The future year 2010 and 2020 traffic projections in the 2003 TIS were updated. New projections were developed for year 2019 conditions (with and without Phase 1 of the Miralon Project) and horizon year 2030 conditions (with and without the completed Miralon Project). The 2007 *Palm Springs General Plan* traffic model projections for the year 2030 were used as the basis for the updated future background traffic projections. These projections include the projected growth in both local and regional development per the 2007 *Palm Springs General Plan*. However, the proposed Serena Park land uses were not included in the 2007 *Palm Springs General Plan*. As shown in Figure 2, the cumulative Serena Park development is located east of Sunrise Way, within the former Palm Springs Country Club site. The cumulative traffic associated with the proposed Serena Park development was added to the updated future background volumes.

To assess potential localized traffic impacts, peak hour traffic operations were evaluated at six key intersections located around the perimeter of the project site (along Indian Canyon Drive, San Rafael Drive, Sunrise Way and Sunrise Parkway). These intersections were considered the most likely to be affected by the addition of the Western Site Access on Indian Canyon Drive. An operational analysis was not performed for the intersection of the Western Site Access with Indian Canyon Drive, since right-turn movements experience very little control delay. There would be no left-turn movements to or from Dean Way conflicting with the through-traffic flows on Indian Canyon Drive. The required lane geometrics and traffic control devices at the six intersections evaluated were reviewed to determine if changes would be required as a result of the Miralon Project.

Changes to the previously identified traffic impacts may result from: (1) the reduction in the number trips generated by the Miralon Project; (2) the addition of the Western Site Access on Indian Canyon Drive at Dean Way in 2005; (3) impacts associated with the Phase 1 development proposed; and (4) changes in the updated future background traffic projections. The change from 1,237 to 1,150 residential dwelling units that occurred after the 2003 TIS was completed and the proposed conversion of the 18-hole 97-acre golf course to open space with sustainable landscaping (fruit bearing groves, community gardens, desert-themed landscaping and lakes) is expected to incrementally reduce the number of trips generated by the future development within the project site and reduce regional traffic impacts. Therefore, the analysis was focused on potential localized impacts in close proximity to the four site access points.

Previous Traffic Impact Study For PDD 290

The 2003 TIS evaluated: 1,237 residential dwelling units (800 single-family and 437 multi-family units) a public 18-hole golf course (with a driving range and a 5,000 square foot clubhouse), a small private park, and a 10-acre public park. The development plan included three site access points: a Southern Entrance from Avenida Caballeros, north of San Rafael Drive, and a Northern and Eastern Entrance along the future extension of Sunrise Parkway. At that time, the applicant planned to file a Planned Development District application and a Tentative Tract Map to redistribute densities and allow for smaller lot sizes than the maximum of six dwelling units per acre allowed under the Controlled Low Density Residential Development (CDL-6) land use designation shown in the *City of Palm Springs General Plan* (2001) for the site.

Preliminary PDD 290 was approved in 2004 in lieu of a zone change to allow the creation of the residential development with both multiple-family and single-family dwellings. Project phasing details were not available at that time, other than the project completion year (2010). The 2003 TIS evaluated baseline conditions (reflecting the peak season of the year 2003) as well as project buildout conditions in the year 2010 and the planning horizon year 2020, with and without the traffic generated by the completed project. The future traffic projections were developed with the 2020 Coachella Valley Area Transportation Study (CVATS) model. The cumulative traffic generated by two cumulative residential developments (TT 30058 and TT 30054) was added manually to the future traffic projections.

Land Use and Site Access Changes

Existing Entitlements

The project site has entitlements associated with the previously approved Avalon development. The Avalon development was approved for the project site by the Palm Springs City Council on May 5, 2004. The approved gated development consisted of 1,150 residential dwelling units (752 single-family detached units and 398 multi-family attached units), a 97-acre 18-hole golf course (including 6 acres of lakes), a golf clubhouse, a community clubhouse, and a 10-acre neighborhood park. Figure 3 (the Approved Site Plan) shows the approved site access and internal circulation plan, including the layout of the private residential streets, and the location of the golf course and golf clubhouse.

Building permits were issued in 2007 for the golf clubhouse (including office space, a retail pro shop, a café/bar, and a golf cart storage building) and the community recreation center. A permit was issued for the community clubhouse (including a multi-purpose room, a banquet room, a fitness room, a catering kitchen, and an equipment room) as well as the common area (swimming pool, spa, and tennis courts) at the community recreation center. Permits were issued for a golf course maintenance and storage facility, gates, and sign monuments.

Avalon Development

On May 5, 2004, the Palm Springs City Council approved PDD 290 and TTM 31848 for the Avalon development (formerly known as the Palm Springs Village PDD) with the addition of a Western Site Access on Indian Canyon Drive. The gated community included, 1,237 homes surrounding an 18-hole golf course (with associated maintenance facility, golf storage facility, and clubhouse), community recreational facilities (pool, spa, tennis courts), and a 10-acre park. A subsequent lawsuit reduced the maximum number of residential dwellings to 1,150 homes (including 752 single-family units and 398 multi-family units).

Since that time, the project site was rough graded (including the four access points, streets, and certifiable pads) and underground utilities improvements were completed. Although the 97-acre golf course (including 6 acres of lakes) was completed, none of the 1,150 residential dwelling units were constructed. Off-site improvements were initiated but not completed and included the installation of some streets, walls, meandering sidewalks, and perimeter landscaping.

When the Avalon PDD 290 was approved, a new Western Site Access was added on Indian Canyon Drive at Dean Way. The raised landscape median constructed on Indian Canyon Drive since that time does not include a median opening at Dean Way and prevents left-turn site ingress and egress. Eliminating left-turn movements that would conflict with the flow of through-traffic on Indian Canyon Drive eliminates the need for a traffic signal at this location and minimizes the potential impact of the Western Site Access on through traffic flows along Indian Canyon Drive.

The Eastern Site Access approved for the Avalon PDD 290 was located north of the original location evaluated in the 2003 TIS. This change was necessary to provide the larger centerline radius required for Sunrise Parkway as a four-lane roadway. It also provided additional space for the transition from the Major Thoroughfare cross-section of Sunrise Way (76 feet curb-to-curb) to the reduced cross-section of Sunrise Parkway (64 feet curb-to-curb).

When the Avalon PDD 290 was approved, the project proponent agreed to construct the ultimate full-width improvements for Sunrise Parkway, between Indian Canyon Drive and Sunrise Way, as a four-lane special street section with a landscaped median island. The alignment was required to provide the minimum safe stopping sight distance for a design speed of 45 miles per hour. The segment of Sunrise Parkway between Indian Canyon Drive and the North Site Access was constructed with a 64-foot curb-to-curb width and a raised landscape median 14-feet in width. A traveled way 25-feet in width was constructed on both sides of the median.

Miralon Project

The Miralon Project (PDD 290 Amendment) would be consistent with the intent of the original PDD 290 approval and the Final Map and would not change the internal site layout of the gated community. The Miralon Project would not change the total number of residential dwelling units to be constructed within the project site. Like the Avalon development, the Miralon Project would include a maximum of 1,150 residential dwelling units (including 752 single-family units and 398 multi-family units) accessed via four site access intersections (one in each cardinal direction). However, the Miralon Project would replace the golf course with sustainable landscaping/orchards and community recreation facilities. Changes are also proposed to the design and development standards approved in conjunction with PDD 290, including the architectural standards and open space and landscaping plans.

The Miralon Project would amend PDD 290 to: (1) change the design standards of the single-family residences; (2) amend the design of the golf clubhouse to that of a recreation facility for residents of the Miralon community; (3) convert the 18-hole golf course to open space with sustainable landscaping/orchards; and (4) amend the previously approved landscape plans. As shown in Figure 4 (the Proposed Site Plan) the Miralon Project would replace the golf course and associated facilities with sustainable landscaping/orchards, and active recreation facilities owned and maintained by the Homeowners' Association.

The community recreational facility would be expanded to include a café, fitness center, pool complex, and offices for the homeowners' association. The 97 acres of open space formerly occupied by the golf course would be developed to include: the seven existing lakes, HOA-maintained community orchards (47 acres of olive groves and 1.2 acres of citrus orchards), four community gardens, 33-acres with desert-themed landscaping, and an extensive trail system with paths for pedestrians and cyclists that lead to a series of social spaces (three dog parks, 13 fitness stations, and shaded rest areas). A reduction in the home sizes and the number of two-story homes is proposed, consistent with current market demand.

To minimize the potential for impacts on the roadways in the existing residential areas located south and east of the project site, the site access plan proposed for Phase 1 of the Miralon development would not include the construction of Sunrise Parkway between the North Site Access and Sunrise Way. The Phase 1 traffic would have access from two of the four approved site access intersections (i.e., the Northern Site Access on Sunrise Parkway and the Western Site Access on Indian Canyon Drive at Dean Way). Sunrise Parkway borders the Phase 2 development area and would be constructed between the North Site Access and Sunrise Way in conjunction with Phase 2 of the Miralon development. Traffic volumes generated upon completion of the Miralon Project would be distributed through all four of the approved site access intersections, rather than the three site access intersections previously evaluated in the 2003 TIS.

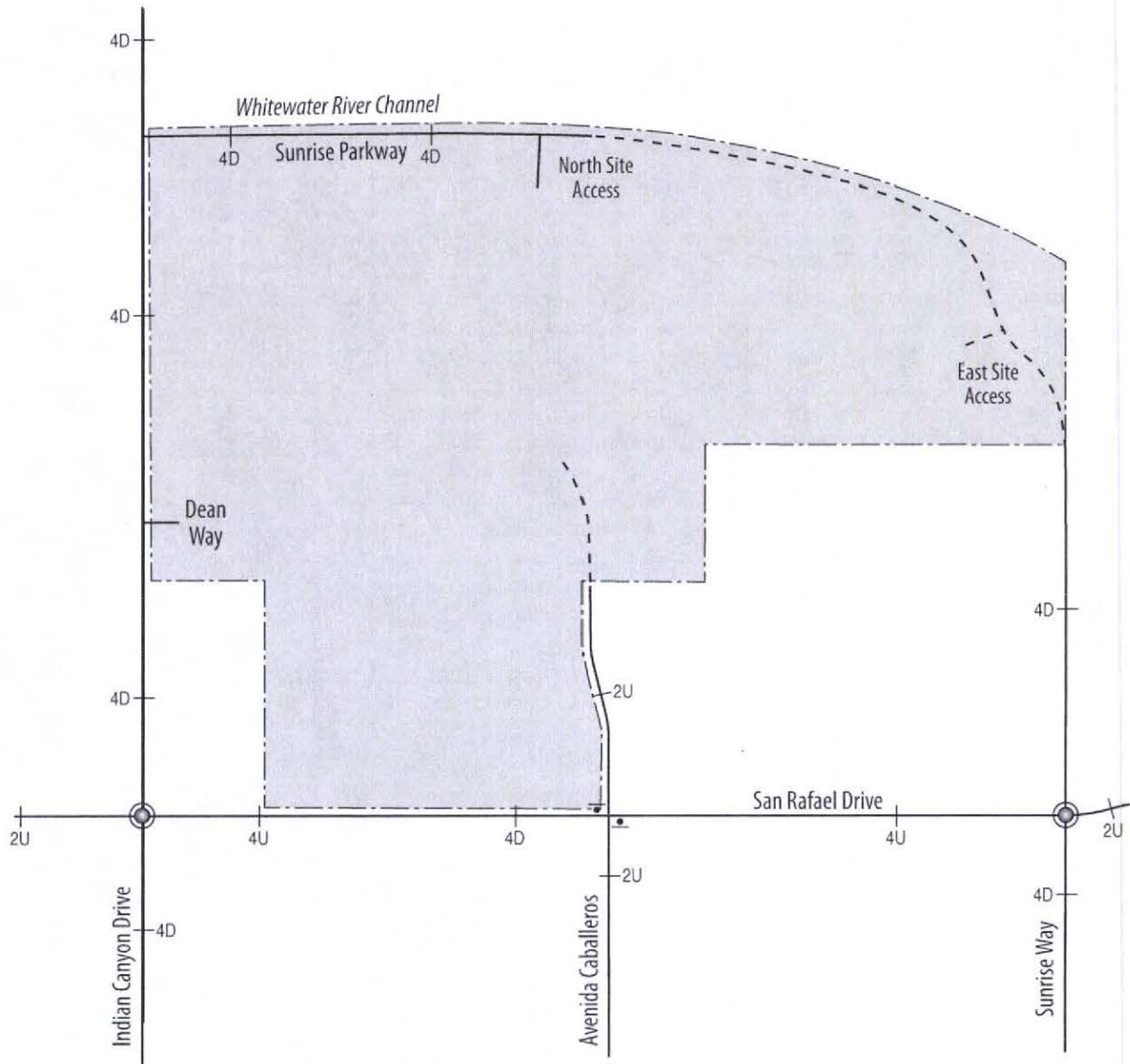
Changes to Baseline Conditions

Figure 5 shows the current surrounding street system including the number of midblock through lanes and the existing traffic control at the key intersections evaluated. Figure 6 shows the year 2016 peak season midday and evening peak hour turning movement volumes at the existing key intersections that were evaluated. Figure 7 illustrates the current approach lanes and traffic controls at the key intersections that were used to evaluate the current intersection control delay and levels of service.

Updated Traffic Counts

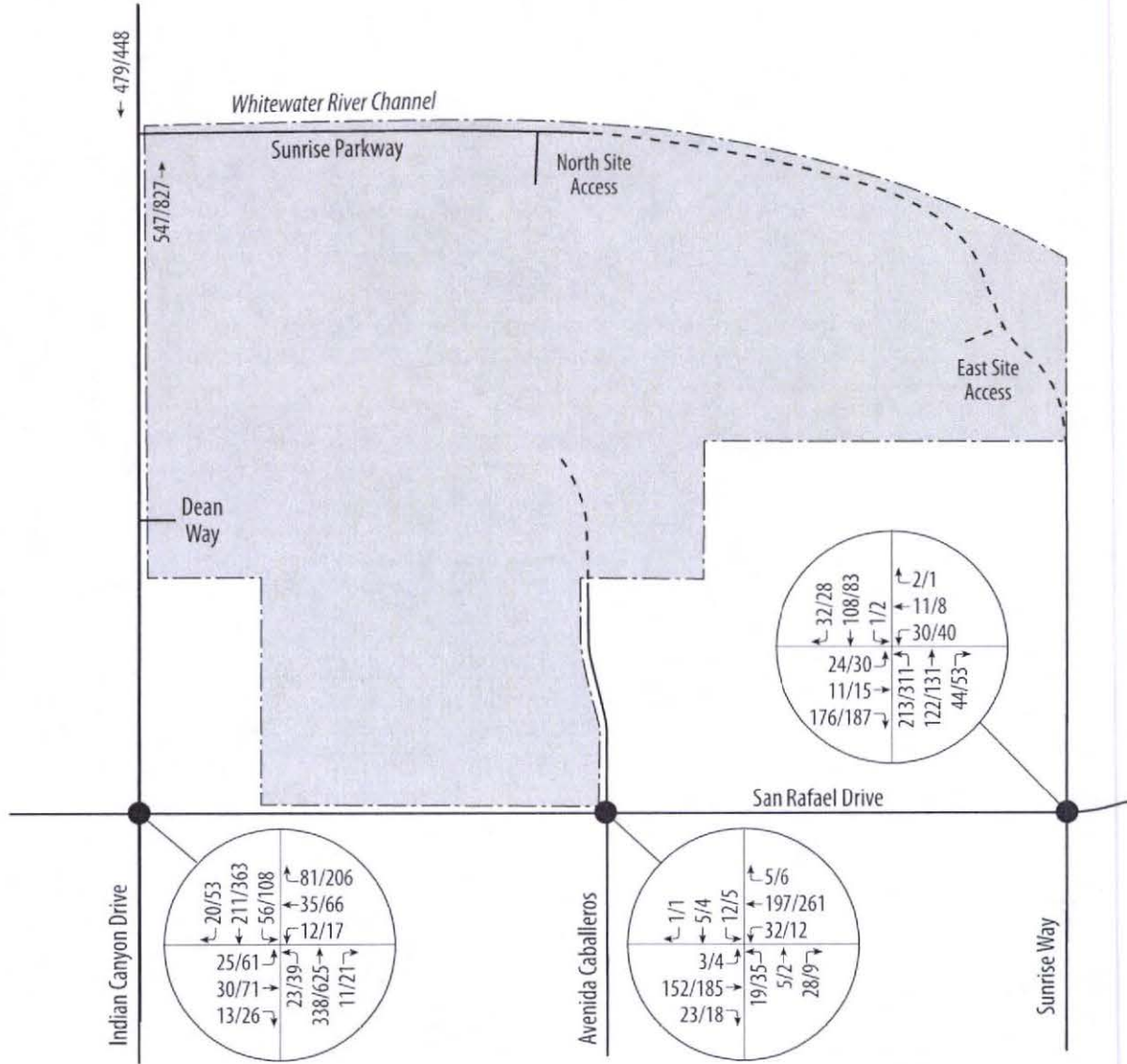
New midday (11:00 AM - 1:00 PM) and evening (3:00 PM – 6:00 PM) peak hour traffic counts were made at the key intersections on Wednesday, May 25, 2016. The traffic count data is provided in Attachment A. The traffic count data during the midday and evening peak hours was increased by five percent to reflect peak season conditions in the year 2016.

Figure 5
Surrounding Street System



Legend	
$\frac{2U}{+}$	Number of Through Lanes D = Divided U = Undivided
- - -	Future Street
•	STOP Sign
⊙	Signalized Intersection
■	Project Site

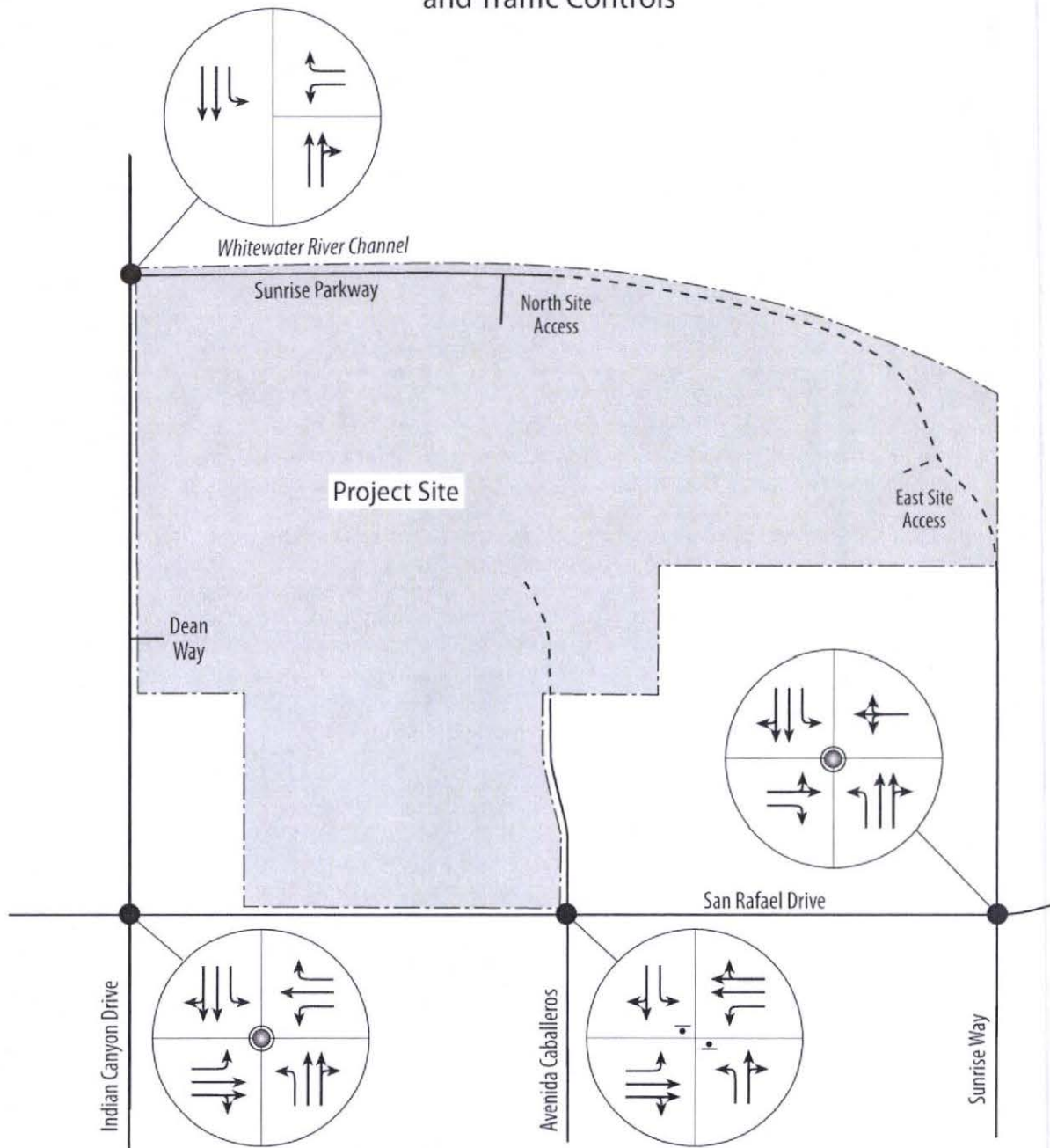
Figure 6
 Current Peak Hour Traffic Volumes
 (Year 2016 Peak Season)



Legend

↑ 5/8 Midday/PM Peak Hour Turning Volume

Figure 7
Existing Approach Lane Geometrics
and Traffic Controls



Legend			
	Traffic Signal		Through Lane
	STOP Sign		Through/Right Lane
	Exclusive Right-Turn Lane		Through/Left Lane
	Exclusive Left-Turn Lane		Through/Right/Left Lane

A new 24-hour traffic count made on Indian Canyon Drive at Sunrise Parkway was used to determine that the traffic volume that occurs during the midday peak hour plus the volume during the evening peak hour is equal to 13.86 percent of the daily traffic volume. This factor was used to estimate the current weekday traffic volumes on the surrounding streets from the updated peak hour traffic volumes at the key intersections. The new 24-hour traffic count and the twelve weekday traffic volume estimates (included in Table 3) at the three key intersections along San Rafael Drive were compared to the available traffic count data in the CVAG 2015 *Traffic Census Report* to verify the five percent seasonal expansion factor.

Improvements to Surrounding Streets

Since the 2003 TIS, Indian Canyon Drive has been improved to provide a four-lane cross-section with a raised landscape median north of San Rafael Drive to the DWA well site (opposite the project site). A painted flush median (22 feet in width) currently exists on Indian Canyon Drive, north and south of Sunrise Parkway. The construction of a new six-lane overpass at the Interstate 10 interchange at Indian Canyon Drive has been completed providing increased capacity with new and realigned ramps that are controlled by traffic signals. Indian Canyon Drive has been widened to provide four lanes and a flush median where it crosses the Whitewater River north of the project site.

San Rafael Drive has been widened between Indian Canyon Drive and Avenida Caballeros from the former two-lane undivided cross-section to a 4-lane roadway. Interim improvements have also been completed to the north side of San Rafael Drive, immediately west of Indian Canyon Drive to widen the westbound departure lane.

Adjacent commercial/industrial businesses in this area are developed to the centerline of San Rafael Drive and encroach on the right-of-way required to widen and construct San Rafael Drive to its ultimate width per the Secondary Thoroughfare classification shown in the *Palm Springs General Plan*. The three-lane eastbound approach configuration on San Rafael Drive at Indian Canyon Drive in 2003 (a single through lane with a single dedicated right-turn and left-turn lane) has been modified to provide a dedicated left-turn lane, a through lane, a shared through/right lane) as shown in Figure 7. On-street bike lanes have been striped on the north and south side of San Rafael Drive, west of Indian Canyon Drive.

Despite the improvements made to Indian Canyon Drive and San Rafael Drive, the midday and evening peak hour traffic volumes on Indian Canyon Drive at San Rafael Drive have decreased since 2003. The current traffic volume on San Rafael Drive, west of Indian Canyon Drive, is currently 3,330 vehicles per day (VPD) compared to the 3,950 VPD in the 2003 TIS. The eastbound plus westbound traffic volume on San Rafael Drive at this location during the evening peak hour (316 VPH) has not changed since 2003.

All four approaches at the intersection of Avenida Caballeros with San Rafael Drive have been improved since 2003. While the two-way stop control has not changed, all four approaches currently provide a dedicated left-turn lane. The previous one-lane southbound approach now has two lanes, as shown in Figure 7. The previous two-lane westbound approach now has three lanes, including two through lanes. The intersection of Sunrise Way with San Rafael Drive, which was all-way stop-controlled in 2003, has been signalized.

Changes to Sunrise Parkway

Sunrise Parkway has been constructed from Indian Canyon Drive to a point approximately 430 feet east of the North Site Access as a four-lane divided Secondary Thoroughfare with a special cross-section. A raised landscape median (14-feet wide) has been constructed with a westbound left-turn bay at Indian Canyon Drive and at the North Site Access. Two through lanes are provided in each direction (25-foot curb-to-curb). Sunrise Parkway, east of Indian Canyon Drive, is currently closed and barricaded. The intersection of Indian Canyon Drive with Sunrise Parkway is currently uncontrolled.

The future westerly extension of Sunrise Parkway from Indian Canyon Drive to North Palm Canyon Drive (SR-111) as a 4-lane divided Secondary Thoroughfare added to the 2007 *Palm Springs General Plan* was deleted in 2010. Sunrise Parkway, between North Indian Canyon Drive and Sunrise Way, is currently shown as a 4-lane divided Secondary Thoroughfare in the Circulation Element of the *Palm Springs General Plan*. The Circulation Element of the *Palm Springs General Plan* does not currently show Sunrise Parkway or any other roadway extending east of Sunrise Way to Gene Autry Trail across the Whitewater River levee.

Current Peak Hour Intersection Operation

Levels of service (LOS) are commonly used to describe how well a transportation facility operates from the traveler's perspective. Levels of service use a familiar scale ranging from LOS A (best) to LOS F (worst). Levels of service can be used to describe the performance of a highway segment or intersection, with LOS A used to characterize essentially free-flow operation and LOS F used to reflect substantial congestion, long delays and stop-and-go operation. Levels of service have been widely adopted as a standard or criterion on which decisions are based regarding the approval of land development, upgrading traffic control systems, and allocating costs for mitigating traffic impacts.

Levels of service are defined by one or more measures of effectiveness such as: speed and travel time, traffic volume, geometric features, traffic interruptions, delays, the ability to move freely, driver comfort and convenience, and vehicle operating costs. For peak hour traffic operations at intersections, the six levels of service are based on relative levels of driver acceptability of delay. Since drivers are willing to accept more delay at signalized than unsignalized intersections, separate ranges of delay have been identified for LOS based on the intersection control type.

The preferred method of gauging congestion is to evaluate intersection operations during the peak hours, since the approach lane configuration at intersections represents the limiting factor in the capacity of the transportation system. A peak hour intersection analysis requires more data but can more clearly define the circulation system performance characteristics. Once these characteristics are known, the intersection approach lanes and traffic control required to accommodate the travel demands and meet the applicable intersection performance standards can be determined.

The *Palm Springs General Plan* has established that roadways and intersections in the City are required to have sufficient capacity to allow them to operate at LOS D or better when traffic volumes are highest in the winter and spring. Intersection delay can be evaluated during the peak hours using the methodology established in the *Highway Capacity Manual* to determine whether or not mitigation would be necessary to meet the minimum intersection performance standard of LOS D.

Table 1 summarizes the current peak hour control delay and levels of service at the existing key intersections evaluated. As shown therein, all of the existing key intersections evaluated are currently operating at acceptable levels of service (LOS B) during the peak hours.

Trip Generation of Site Development

The trip-generation forecast associated with the Palm Springs Village PDD in the 2003 TIS is shown in Table 2. A trip-generation forecast has also been developed for the existing entitlements of the project site, based on the Avalon development with 1,150 residential dwelling units and the same trip-generation rates used in the 2003 TIS. New trip-generation forecasts were developed for the proposed Phase 1 development and the entire Miralon Project, as shown in Table 2.

The trip-generation forecast for the Miralon Project shown in Table 2 was developed from the information in the most recent ITE *Trip Generation Manual* (9th Edition, 2012). As shown in Table 2, the Miralon Project would generate fewer weekday peak hour and daily trips than both the Avalon development and the Palm Springs Village PDD that was previously evaluated in the 2003 TIS.

Table 1
Current Weekday Peak Hour LOS at the Key Intersections
 (Year 2016-Peak Season)^a

Signalized Key Intersection	Traffic Control	Midday Peak Hour			Evening Peak Hour		
		LOS	Delay (Sec.)	V/C Ratio	LOS	Delay (Sec.)	V/C Ratio
Indian Canyon Dr. @ San Rafael Drive	Signal	B	14.9	0.21	B	16.8	0.40
Sunrise Way @ San Rafael Drive	Signal	B	14.8	0.23	B	12.3	0.30
Unsignalized Key Intersection		LOS	Delay (Sec.)	Approach	LOS	Delay (Sec.)	Approach
Avenida Caballeros @ San Rafael Dr.	TWSC	B	11.9	SB	B	12.1	SB

a. The HCS+ worksheets are provided in Attachment B. TWSC=Two-Way Stop Control. SB=Southbound. An 8 percent truck mix was assumed. A peak hour factor of 1.0 was assumed. Unsignalized intersection LOS was determined from the delay (0-10 sec./veh.=LOS A; 10-15 sec./veh.=LOS B; 15-25 sec./veh.=LOS C; 25-35 sec./veh.=LOS D; 35-50 sec./veh.=LOS E; 50+ sec./veh. = LOS F) per HCM 2000 page 17-2 and 17-32. Signalized intersection LOS was determined from the delay per the HCM 2000 (page10-16) with ≤10 sec./veh. = LOS A; >10 and ≤20 sec./veh. = LOS B; >20 and ≤35 sec./veh. = LOS C; >35 and ≤55 sec./veh. = LOS D; >55 and ≤80 sec./veh. = LOS E; >80 sec./veh. = LOS F). An 8 percent truck mix was assumed.

The Miralon Project would generate approximately 970 fewer weekday trips (a reduction of 9.7%) than previously evaluated in the approved 2003 TIS. The Miralon Project would generate approximately 410 fewer weekday trips (a reduction of 4.3%) than the approved Avalon development. During the midday peak hour, the Miralon Project would generate approximately 56 fewer trips than previously evaluated in the 2003 TIS and 19 fewer trips than generated by the approved Avalon development. During the evening peak hour, the Miralon Project would generate approximately 97 fewer trips than previously evaluated in the 2003 TIS and 44 fewer trips than generated by the approved Avalon development.

Based on the reduction in trip generation associated with the Miralon Project, the proposed PDD 290 Amendment would be expected to have regional traffic impacts that would be less than or equal to those identified and mitigated in the 2003 TIS. However, the addition of the West Site Access on Indian Canyon Drive could affect localized traffic impacts in the immediate vicinity of the site access points and along the five roadways connecting the site access points along the project boundaries (Indian Canyon Drive, San Rafael Drive, Avenida Caballeros, Sunrise Parkway, and Sunrise Way).

Since no phasing information was available in the year 2003, an operational analysis of the key intersections was not included in the 2003 TIS addressing traffic generated by the initial phase of the site development. The land uses proposed west of Avenida Caballeros in the Miralon Phase 1 development and the trips generated by those uses are shown in Table 2.

The operational impacts at the key intersections associated with the Miralon Phase 1 development are evaluated below. Without this analysis, the adequacy of the surrounding street system to accommodate the Phase 1 development in the year 2019, without Sunrise Parkway extended from the North Site Access to Sunrise Way, cannot be assessed. This analysis can also show whether or not acceptable levels of service would be maintained following the completion of the Phase 1 development without access via the northerly extension of Avenida Caballeros as a private street with a gated entrance to the Phase 1 development.

Table 2
Weekday Site Trip-Generation Forecast

Land Use Category	Land Use Quantity ^a	Midday Peak Hour			Evening Peak Hour			Daily 2-Way
		In	Out	Total	In	Out	Total	
Palm Springs Village PDD^b								
Residential (Detached)	800 DU	142	427	569	447	252	699	7,020
Residential (Attached)	437 DU	28	136	164	139	69	208	2,280
Golf Course	18 Holes	32	8	40	22	28	50	640
Neighborhood Park	10 Acres	3	3	6	3	2	5	50
2003 TIS Total		205	574	779	611	351	962	9,990
Avalon PDD 290 & TM 31848^c								
Residential (Detached)	752 DU	135	406	541	423	238	661	6,630
Residential (Attached)	398 DU	28	127	155	129	64	193	2,110
Golf Course	18 Holes	32	8	40	22	28	50	640
Neighborhood Park	10 Acres	3	3	6	3	2	5	50
Entitlements Total		198	544	742	577	332	909	9,430
Proposed Miralon Project^d								
Residential (Detached)	752 DU	140	399	539	407	239	646	6,720
Residential (Attached)	398 DU	30	128	158	125	62	187	2,140
Agriculture (Olive Grove)	47 Acres	17	7	24	10	18	28	110
Neighborhood Park	10 Acres	1	1	2	2	2	4	50
Miralon Project Total		188	535	723	544	321	865	9,020
Difference With Miralon								
Miralon Versus 2003 TIS		-17	-39	-56	-67	-30	-97	-970
Miralon Versus Avalon PDD		-10	-9	-19	-33	-11	-44	-410
Proposed Miralon Phase 1^d								
Residential (Detached)	397 DU	75	215	290	229	134	363	3,730
Residential (Attached)	166 DU	15	62	77	61	30	91	1,000
Agriculture (Olive Grove)	47 Acres	17	7	24	10	18	28	110
Miralon Phase 1 Total		107	284	391	300	182	482	4,840

- a. DU=Dwelling Units. Holes=Number of holes in the public golf course.
- b. Source: Endo Engineering, *Palm Springs Village Planned Development District Traffic Impact Study*, September 22, 2003.
- c. The trip-generation forecast shown in the *Palm Springs Village Planned Development District Traffic Impact Study* was modified to reflect the reduced number of dwelling units per the existing entitlements.
- d. The Miralon Project trip-generation forecast was based on the trip-generation data published by the ITE in *Trip Generation Manual* (9th Edition, December, 2012). The ITE Land Use Codes (LUC) assumed included: LUC 210 for detached residential dwellings; LUC 230 for attached residential dwellings; LUC 412 (County Park) for the olive grove. The midday trip generation for these land uses was developed from the rates for the morning peak hour of the generator. The trip-generation rates assumed for the neighborhood park were taken from the *Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region* (April 2002) in the *San Diego Traffic Generators* manual (SANDAG; April 2002).

Olive Grove Trips

The ITE does not publish trip-generation data for olive groves or agricultural uses. The only similar land use category identified by the ITE was county parks, which also have continuous landscaping and maintenance requirements and are visited by the public as a recreational activity. The ITE weekday trip-generation rate for this category is 2.28 daily trips per acre. SANDAG has identified a similar trip-generation rate of 2 weekday trips per acre for agricultural uses, but no peak hour rates are provided in *San Diego Traffic Generators* (April 2002). The ITE trip-generation rates for county parks were used to estimate the potential trip generation of the olive groves, shown in Table 2.

The maintenance of the olive trees (pruning, tying, fertilizing, weed control, cultivation etc.) would occur throughout the year and generate trips. These trips would primarily be made in passenger vehicles and light-duty trucks. Since olive groves smaller than 200 acres cannot support the cost of a mechanical harvester, the olives grown within the project site would be hand picked. Harvesting by hand would generate more trips than using a mechanical harvester, but the trips generated during harvesting activities would occur in the summer and fall, rather than the winter and spring, when traffic volumes peak in the project vicinity.

The number of trips generated by the olive groves would vary by season and depend on the size and variety of the olive trees planted as well as the number of olive trees planted within the site. A mature olive tree produces between 20 and 80 pounds of olives each year. Depending upon the terrain, pruning, irrigation, and orchard style, between 150 and 300 trees per acre are typically planted in olive orchards. Mature trees can produce between one and six tons of olives per acre.

Trucks are typically used to collect the olives and transport them to either a distribution facility or a processing facility where they can be made into olive oil or other products. A single truck can typically transport up to 40,000 pounds of olives. Assuming 180 olive trees are planted per acre and producing 50 pounds of olives per tree, the 47 acres in the olive grove within the Miralon development could produce 423,000 pounds of olives per year.

Approximately eleven truckloads of olives would be harvested per year, generating 22 truck trips. Assuming a higher crop yield of six tons of olives per acre, the 47-acre olive grove would produce 14 truckloads of olives per year, generating 28 truck trips. Since each ton of olives can produce between 12 and 50 gallons of olive oil, 212 tons of olives would be expected to produce between 2,500 and 10,600 gallons of olive oil annually that would be distributed to local farmer's markets.

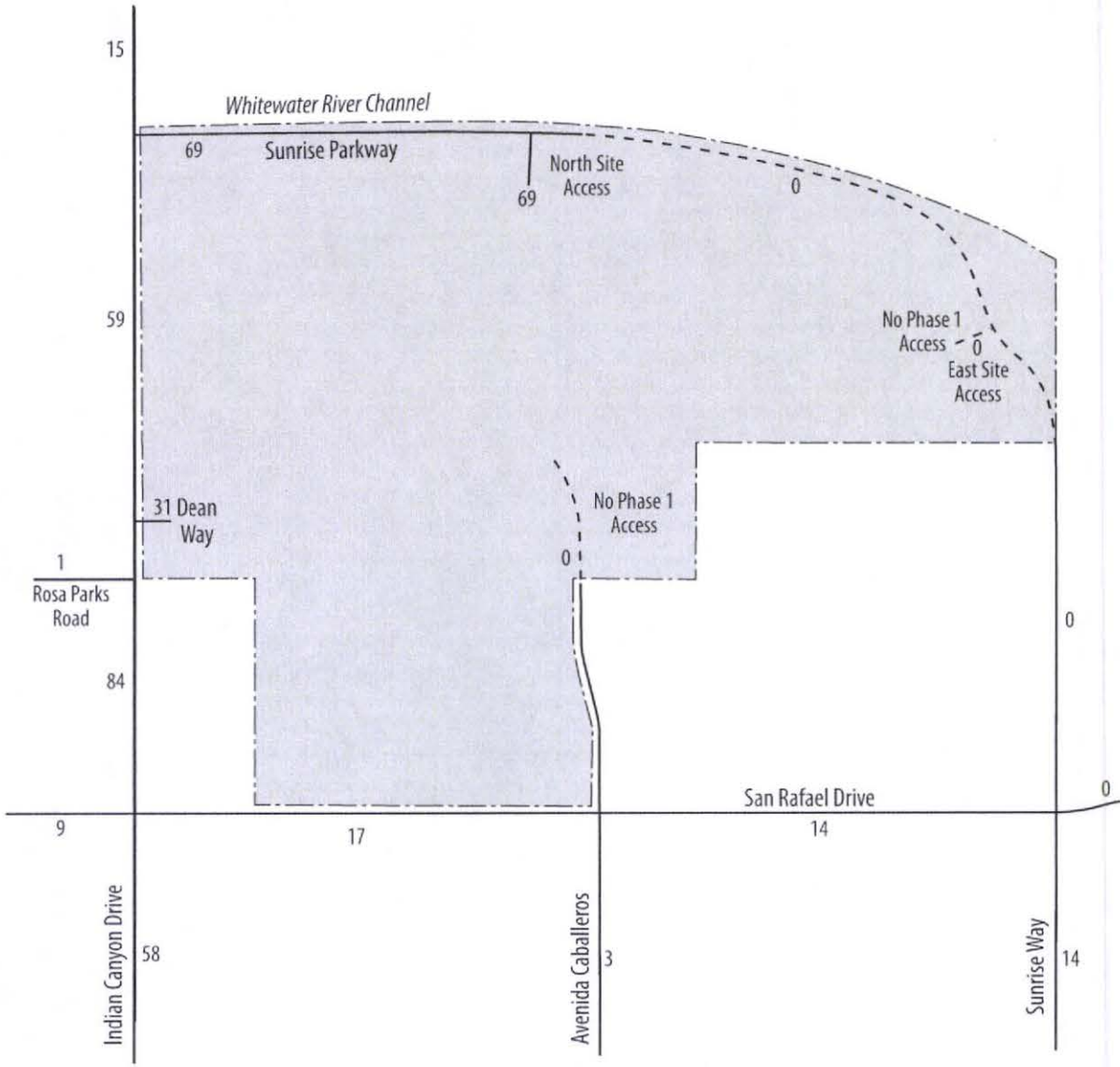
Updated Site Traffic Distribution and Assignment

Only two site access connections to the surrounding street system are proposed to serve the Miralon Project Phase 1 development. Figure 8 illustrates the Phase 1 site traffic distribution through the North Site Access on Sunrise Parkway and the Western Site Access on Indian Canyon Drive at Dean Way. The South Site Access onto Avenida Caballeros would remain closed to traffic associated with the Phase 1 development. To ensure a worst-case analysis, no reduction was assumed for internal trip interactions and all of the trips generated by the on-site development were assigned through the study area (not assigned to other land uses within the study area).

Figure 9 shows the traffic distribution through all four of the site access points and on the surrounding street system assumed for the Miralon Project when completed in the planning horizon year 2030. The traffic distribution shown in Figure 9 matched the previous distribution in the 2003 TIS except for adjustments made to reflect the addition of the West Site Access on Indian Canyon Drive.

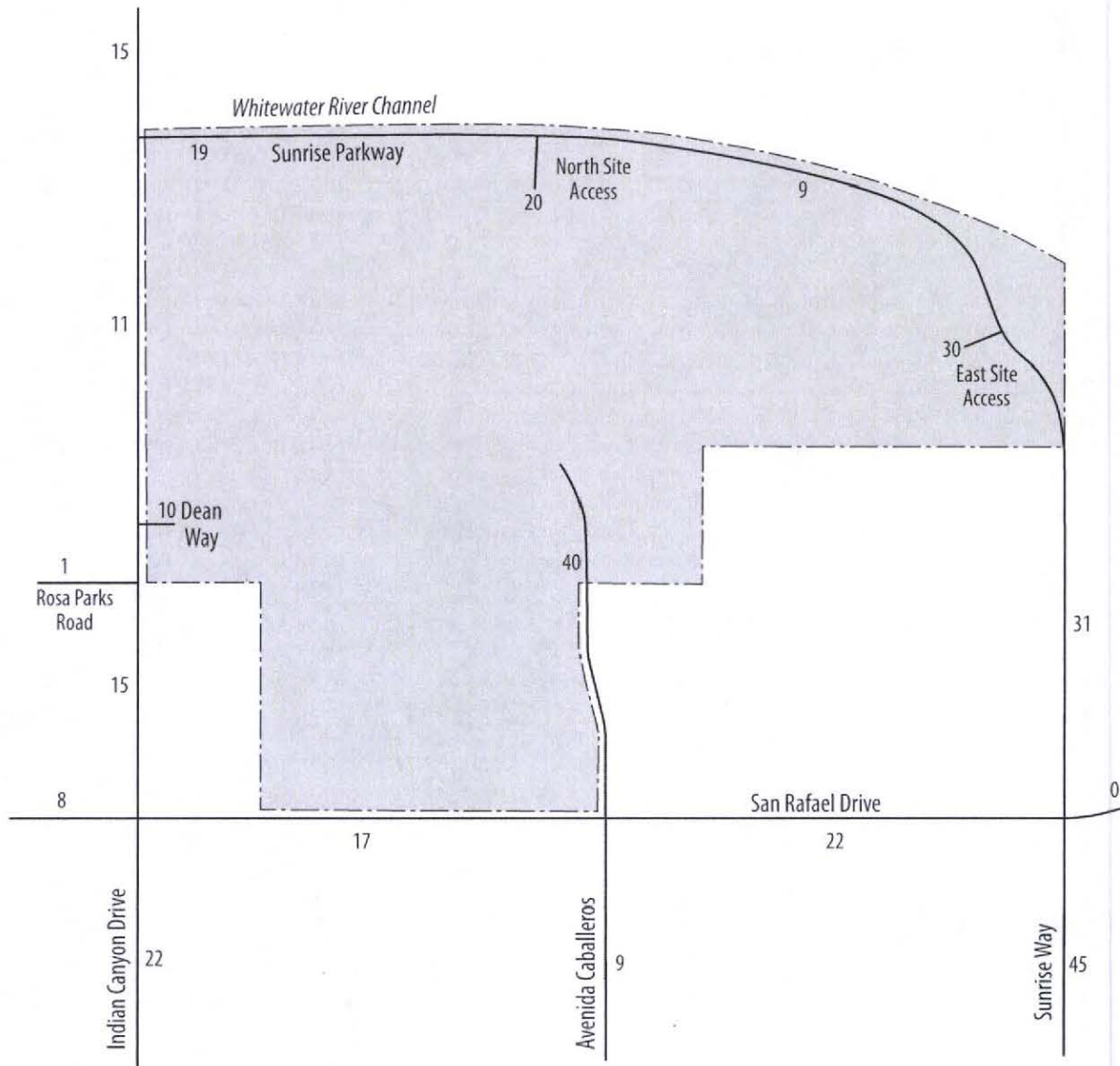
Figure 10 illustrates the Phase 1 traffic volumes in the year 2019 at the North Site Access on Sunrise Parkway and at the West Site Access on Indian Canyon Drive as well as the key intersections that were evaluated. With the proposed access forcing all of the Phase 1 traffic entering and leaving the site onto Indian Canyon Drive, the traffic volumes on Indian Canyon Drive (shown in Figure 10) would exceed the site traffic volumes on Indian Canyon Drive when the Miralon Project is completed in the year 2030.

Figure 8
 Site Traffic Distribution
 Phase 1



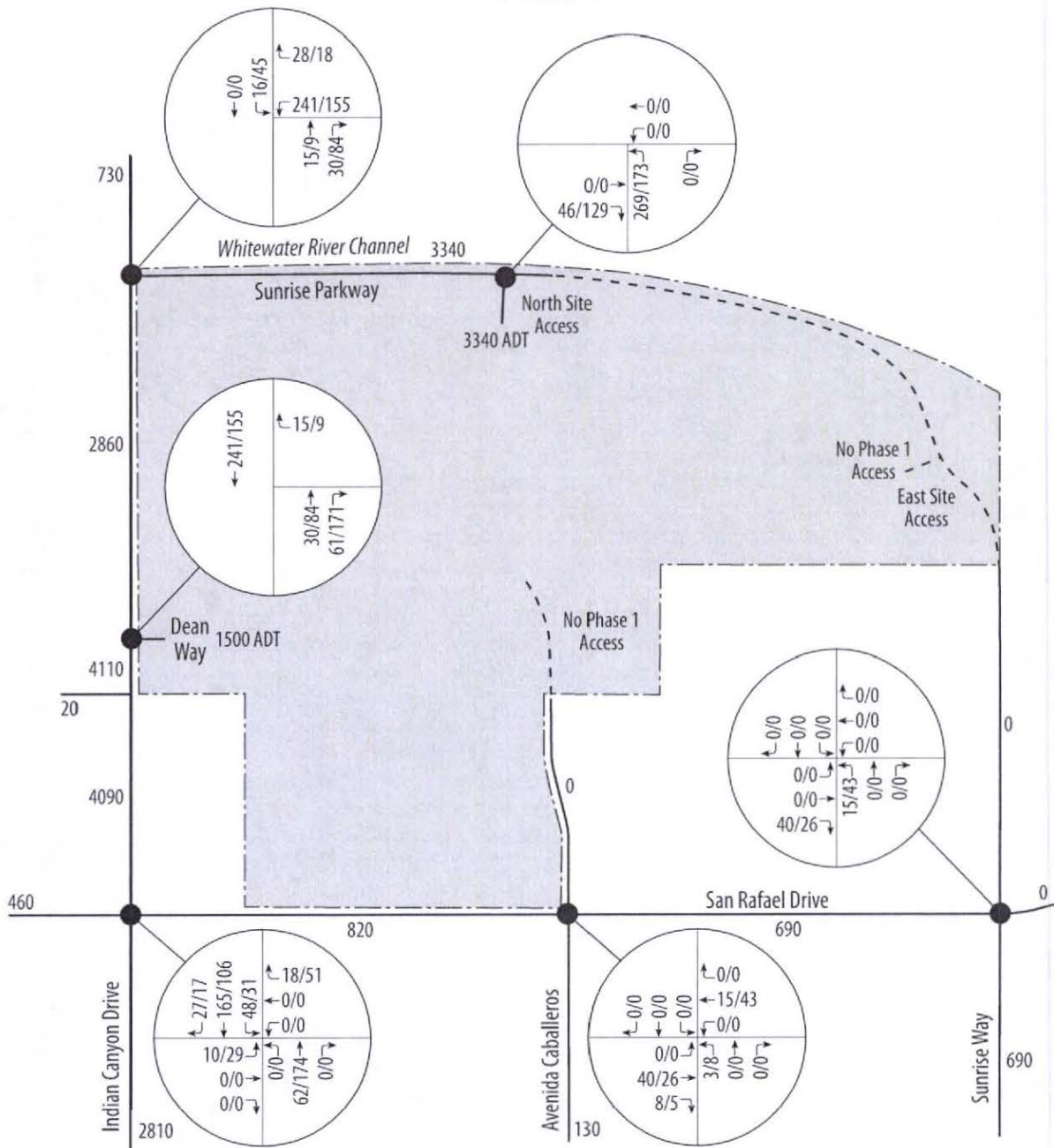
Legend
 25 Percent of Site Traffic

Figure 9
 Site Traffic Distribution
 Project Buildout



Legend
 25 Percent of Site Traffic

Figure 10
Site Traffic Volumes
Phase 1



Legend

↑ 5/8 Midday/PM Peak
Hour Turning Volume

820 2-Way Weekday Trips

Figure 11 shows the site traffic volumes at all four of the approved site access points and the key intersections upon completion of the Miralon Project in the planning horizon year 2030. The site traffic would be distributed to each of the master planned streets surrounding the project site through one site access connection in each of the cardinal directions. None of the four site access connections to the surrounding street system would require signalization.

Updated Future Traffic Projections

Future background traffic projections for the area surrounding the project site have been developed with three different travel demand models since the year 2003: the 2020 CVATS Model, the Riverside County Traffic Analysis Model (RIVTAM), and the 2007 Palm Springs General Plan Update Model. Each model included different land use and circulation network assumptions and simulated conditions in different planning horizon years. As a result, each model produced different traffic projections. Without a single definitive travel demand model or study that reflects the circulation system currently adopted to accommodate the existing and future land uses shown in the *Palm Springs General Plan*, the future traffic projections for Sunrise Parkway range from approximately 10,000 to 20,000 vehicles per day.

The horizon year 2030 traffic projections developed in conjunction with the 2007 *Palm Springs General Plan* represent the best projections available at this time. As a result, they were used as the basis for the future traffic projections in this study. The cumulative traffic that would be generated by the Serena Park development, if approved, was not anticipated by the 2007 *Palm Springs General Plan*. Consequently, the Serena Park traffic volumes identified in the 2014 Traffic Impact Study for TTM 36691 were added to the future traffic projections developed for the 2007 *Palm Springs General Plan*.¹ Since the Avalon development was approved in 2005, traffic generated by development within the project site was assumed to be included in the future year 2030 traffic projections developed in conjunction with 2007 *Palm Springs General Plan*.

Figure 12 shows the future year 2019 through (non-site) traffic volumes, prior to the addition of the Miralon Phase 1 traffic. Figure 13 shows the future year 2019 total traffic volumes, following the addition of the Phase 1 traffic. In the year 2019, only the North Site Access on Sunrise Parkway and the West Site Access on Indian Canyon Drive would be open to serve the Phase 1 development. The existing improvements on Sunrise Parkway were assumed (i.e., Sunrise Parkway is not constructed between the North Site Access and Sunrise Way).

Figure 14 provides the future planning horizon year 2030 through (non-site) traffic volumes, prior to the addition of the traffic generated by the proposed Miralon Project. Figure 15 shows the year 2030 total traffic volumes, following the addition of the traffic generated by the completed Miralon Project. For each of the future year 2030 scenarios, Sunrise Parkway was assumed to be constructed between the North Site Access and Sunrise Way. All four of the approved site access points were assumed to be open to serve the traffic generated upon completion of the Miralon development.

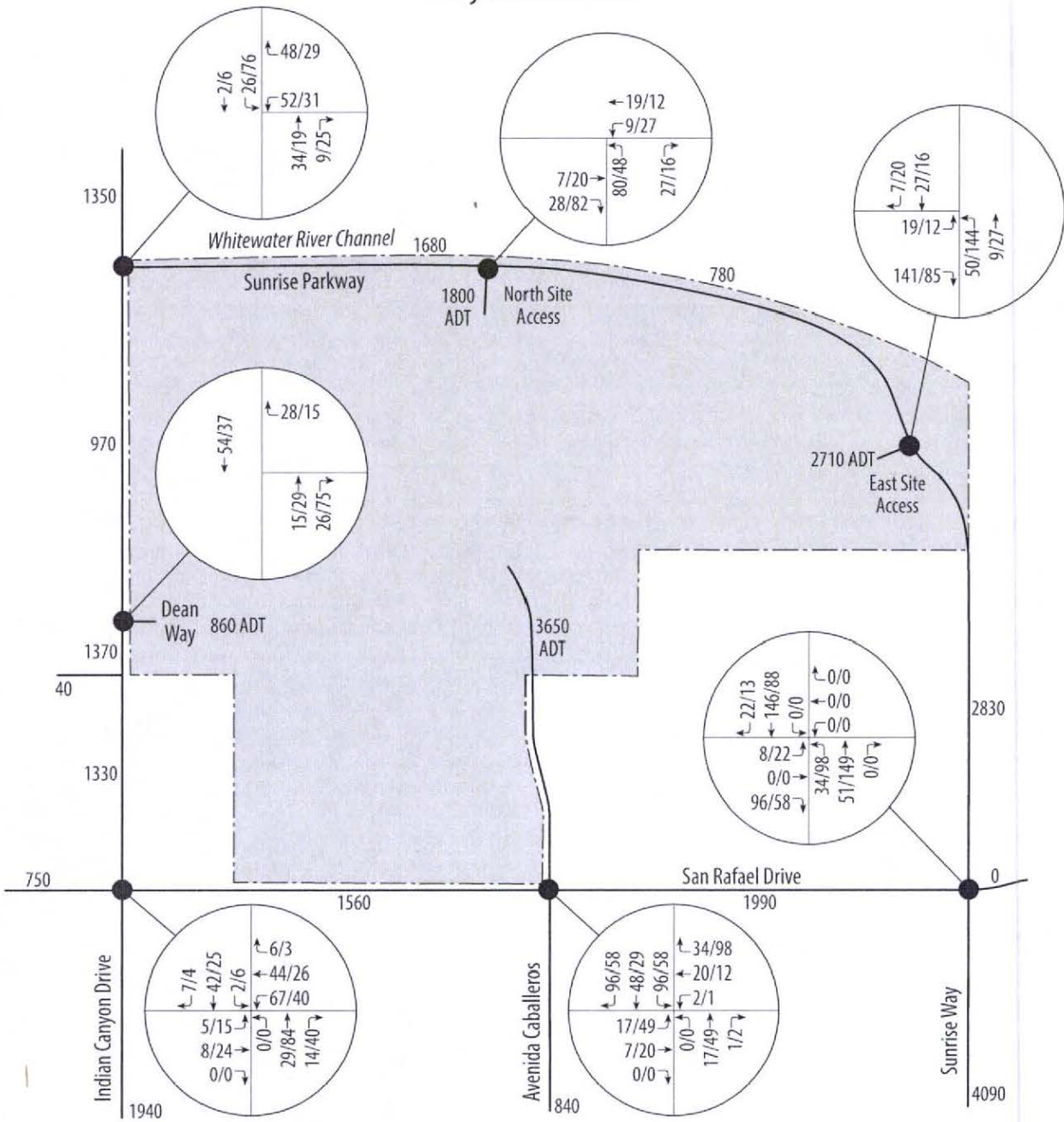
Table 3 provides the current and future weekday traffic projections for the roadway segments adjacent to the site access points and the key intersections evaluated. Traffic projections are shown for future ambient conditions (without project-related traffic volumes) as well as conditions following the addition of site traffic. The daily site traffic volumes generated by the Phase 1 development and the entire Miralon Project are included in Figures 10 and 11, respectively.

Future Sunrise Parkway Traffic Projections and Improvements

When the 2003 TIS was prepared, the Coachella Valley Area Transportation Study (CVATS) 2020 model was the best available traffic model for the study area. Traffic projections from the 2020 CVATS traffic model were used to evaluate future conditions with and without the development proposed for the project site in the 2003 TIS.

1. Endo Engineering, *Traffic Impact Study For TTM 36691 – The Former Palm Springs Country Club Site*, February 10, 2014.

Figure 11
Site Traffic Volumes
Project Buildout



Legend

↑ 5/8 Midday/PM Peak Hour Turning Volume

820 2-Way Weekday Trips

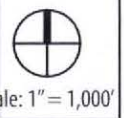
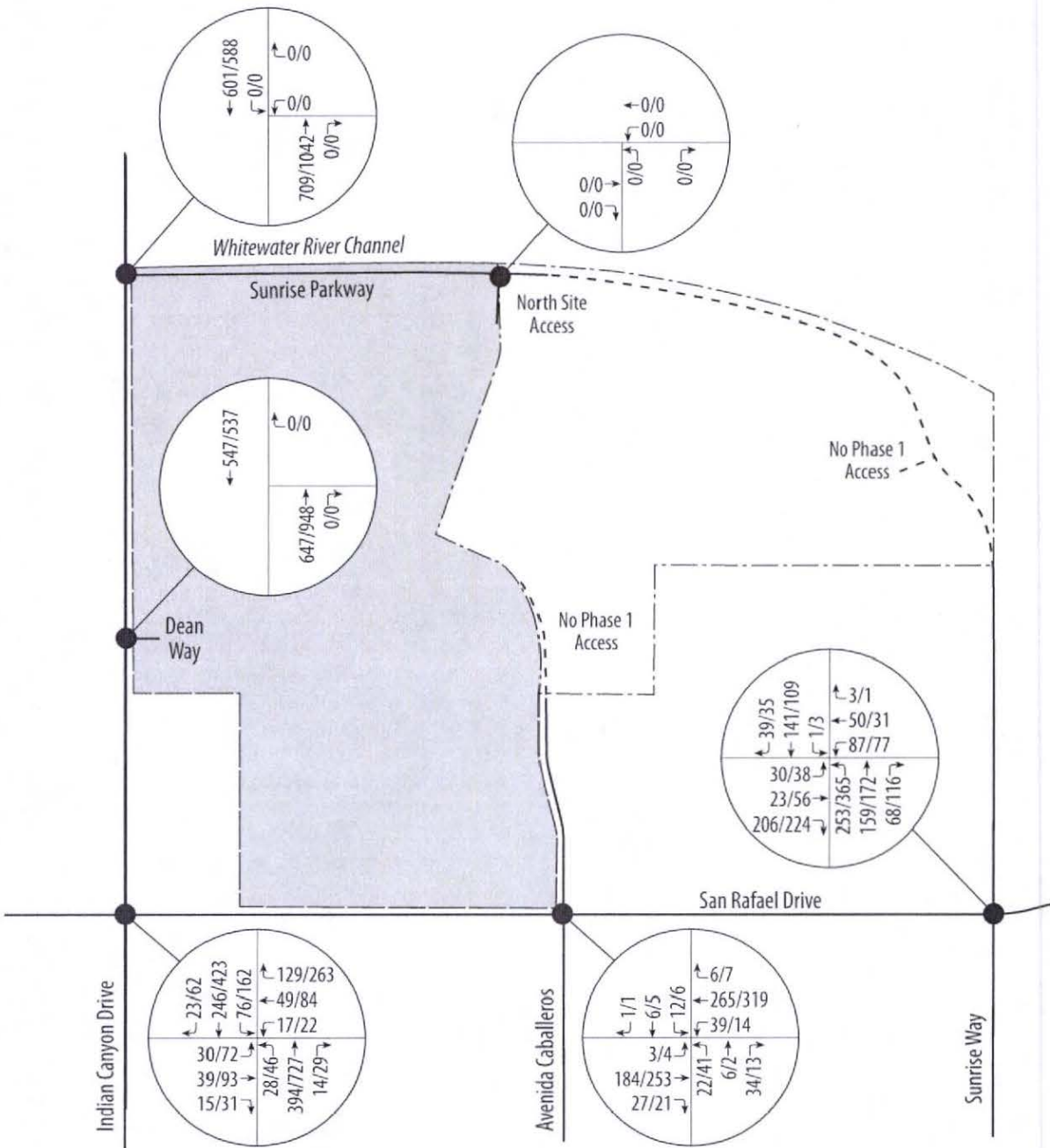
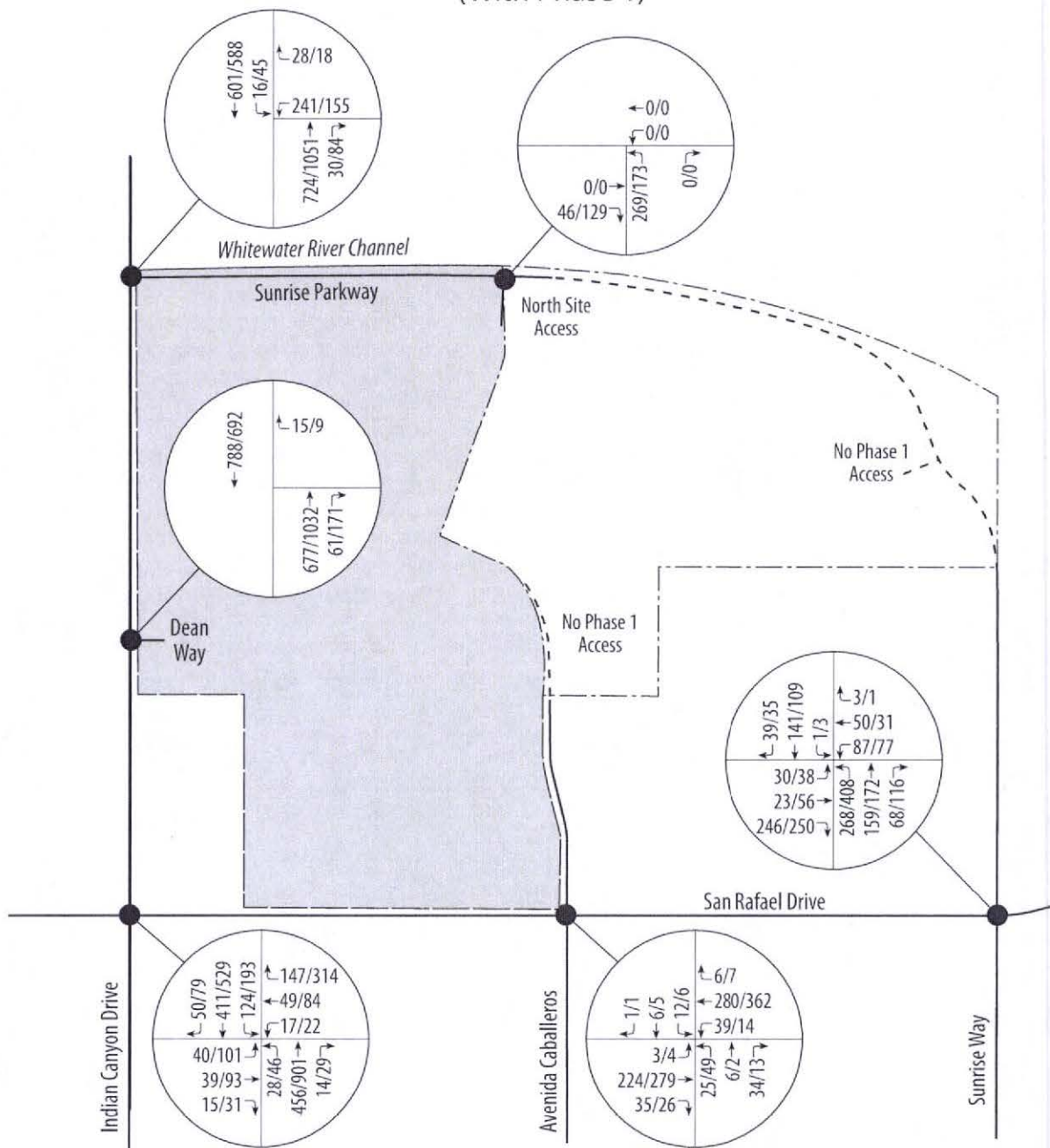


Figure 12
Year 2019 Through Traffic Volumes



Legend
 ↖ 5/8 Midday/PM Peak
 Hour Turning Volume

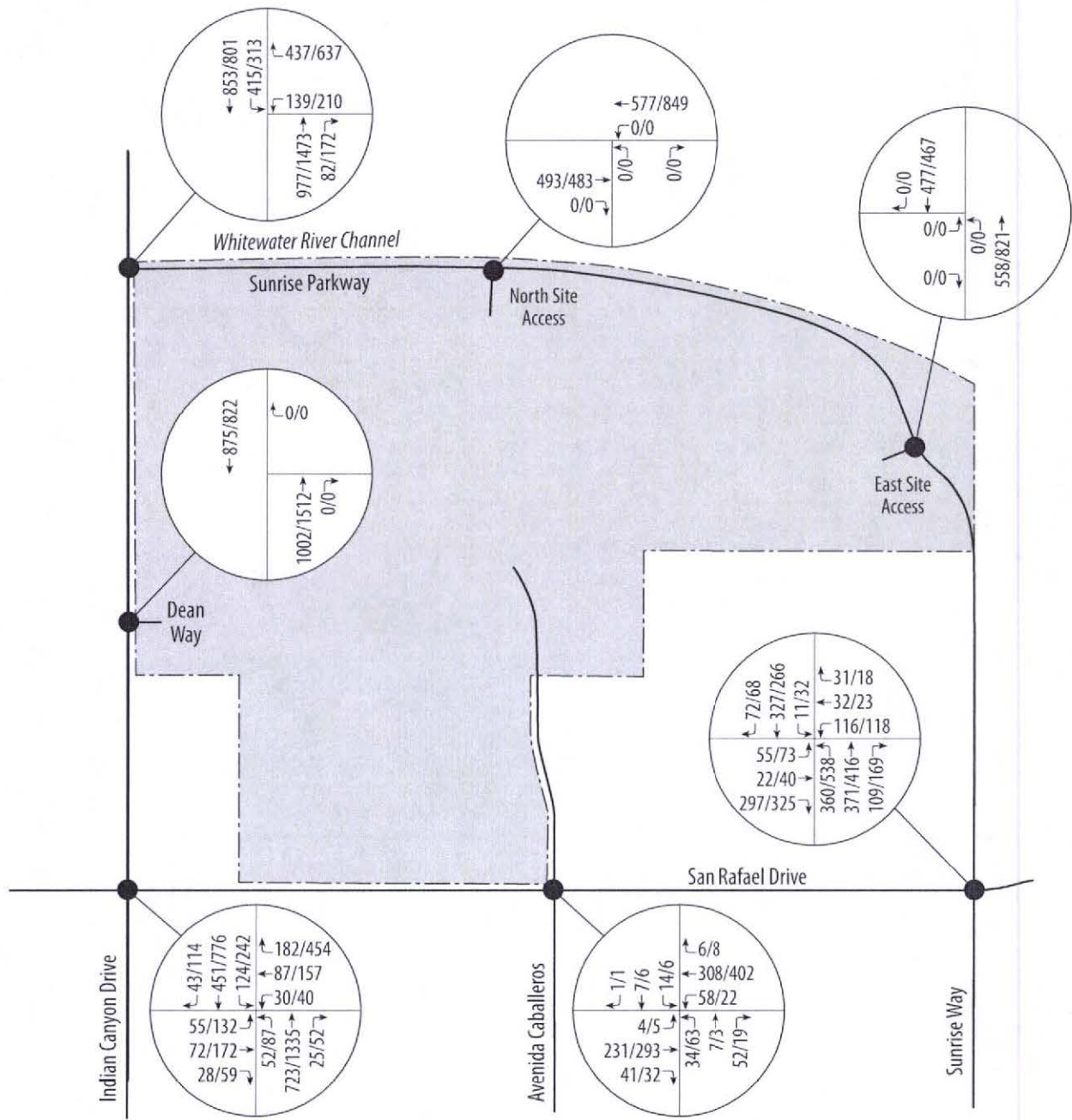
Figure 13
 Year 2019 Total Traffic Volumes
 (With Phase 1)



Legend

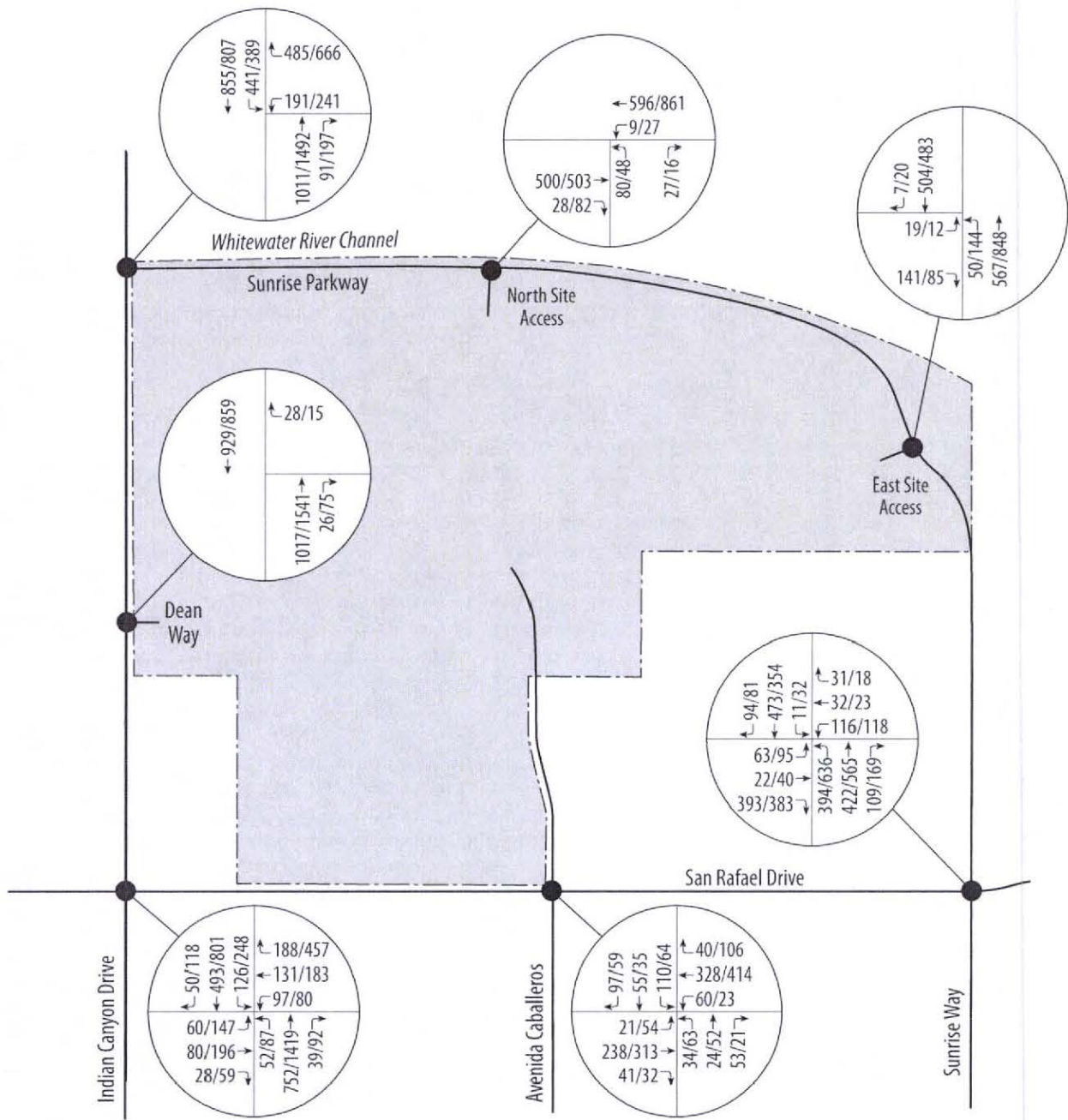
↑ 5/8 Midday/PM Peak
 Hour Turning Volume

Figure 14
Year 2030 Through Traffic Volumes



Legend
 ↖/↘ Midday/PM Peak
 Hour Turning Volume

Figure 15
Year 2030 Total Traffic Volumes



Legend
 ↖ 5/8 Midday/PM Peak
 Hour Turning Volume

**Table 3
Peak Season Weekday Traffic Volume Projections**

Roadway Segment	Existing Year 2016	Year 2019 Ambient	Year 2019+ Project	Year 2030 Ambient	Year 2030+ Project
Indian Canyon Drive					
- North of Sunrise Parkway	16,610	20,600	21,330	39,860	41,210
- South of Sunrise Parkway	16,610	19,660	22,520	33,800	34,770
- North of San Rafael Drive	15,480	18,280	22,370	31,880	33,210
- South of San Rafael Drive	12,250	14,480	17,290	27,110	29,050
Avenida Caballeros					
- North of San Rafael Drive	410	420	420	450	4,100
- South of San Rafael Drive	1,440	1,810	1,940	3,270	4,110
Sunrise Way					
- North of San Rafael Drive	4,080	5,740	5,740	17,660	20,490
- South of San Rafael Drive	10,810	13,700	14,390	20,780	24,870
Sunrise Parkway					
- East of Indian Canyon Drive	0	0	3,340	16,310	17,990
- East of North Site Access	0	0	0	16,310	17,090
- South of East Site Access	0	0	0	16,310	19,140
San Rafael Drive					
- West of Indian Canyon Drive	3,330	4,100	4,560	7,590	8,340
- East of Indian Canyon Drive	5,140	6,950	7,770	12,050	13,610
- West of Avenida Caballeros	6,770	8,140	8,960	9,840	11,400
- East of Avenida Caballeros	6,810	8,330	9,020	10,170	12,160
- West of Sunrise Way	7,550	9,010	9,700	10,430	12,420
Golden Sands Drive					
- East of Sunrise Way	1,570	3,100	3,100	3,230	3,230
North Site Access					
- South of Sunrise Parkway	0	0	3,340	0	1,800
West Site Access					
- East of Indian Canyon Drive	0	0	1,500	0	860
South Site Access					
- Gate on Avenida Caballeros	0	0	0	0	3,650
East Site Access					
- West of Sunrise Parkway	0	0	0	0	2,710

The future cumulative traffic volumes generated by two cumulative developments (TT 30058 and TT 30054) with a combined total of 401 single-family dwelling units were added to the future traffic projections from the 2020 CVATS model. Collectively, they were expected to generate 3,860 weekday trips. The two cumulative developments (the Burnett Properties and the Palm Springs Country Club) were located east of the project site, with access to Sunrise Way.

The *City of Palm Springs General Plan Circulation Element* (dated February 19, 2001) included the Avenida Caballeros collector street extension to Tramview Road at Indian Canyon Drive crossing the project site but did not include Sunrise Parkway. Similarly, the 2020 CVATS model included a collector street bisecting the project site with a future year 2020 traffic volume of 5,700 vehicles per day but did not include Sunrise Parkway.

The applicant proposed amendments to the Circulation Element of the *City of Palm Springs General Plan* (2001) to revise the circulation pattern within and around the project site. The proposal included the deletion of the Avenida Caballeros collector street extension through the site. It also proposed to replace this General Plan street with an extension of Sunrise Way to the north and west, along the project boundary, to Indian Canyon Drive. The new alignment was called "Sunrise Parkway" and proposed as a two-lane collector street (with 40-foot curb-to-curb).

The 2003 TIS evaluated this roadway configuration with three site access connections. Access was proposed for the project site to the south and west via Avenida Caballeros, north of San Rafael Drive. Access to the east was proposed at the northern terminus of Sunrise Way, approximately 2,100 feet north of San Rafael Drive. Access to the north was proposed on Sunrise Parkway, approximately 2,200 feet east of Indian Canyon Drive.

Future year 2020 non-site traffic volumes included cumulative traffic volumes of 6,800 vehicles per day (VPD) generated by the Burnett Properties and the Palm Springs Country Club. The future year 2020 traffic projections for Sunrise Parkway, following the addition of site traffic, were 8,990 VPD (west of the North Site Access) and 7,600 VPD (east of the North Site Access).

In 2004, the City of Palm Springs was initiating an amendment to the Circulation Element of the General Plan to reintroduce a four-lane divided major thoroughfare arterial extending north from Sunrise Way to the south side of the Whitewater River levee, west to Indian Canyon Drive, and eventually further to the west to connect to North Palm Canyon Drive (SR-111). The applicant agreed to provide a 100-foot wide right-of-way for Sunrise Parkway (sufficient to accommodate a four-lane major thoroughfare) adjacent to and along the project boundary, in the event that the City's General Plan Amendment was approved.

The traffic model developed for the 2007 update of the *Palm Springs General Plan* included Sunrise Parkway with the characteristics of a 4-lane divided Major Thoroughfare to function as a high-speed arterial "bypass" route for commuters. In the model, Sunrise Parkway extended west of Indian Canyon Drive to North Palm Canyon Drive (SR-111). As a result, the future year 2030 traffic projection for Sunrise Parkway, east of Indian Canyon Drive in the 2007 General Plan traffic model of 17,500 VPD was more than twice the previous projection of 8,990 VPD (for the year 2020 with site traffic) developed in the 2003 TIS.

The horizon year 2030 traffic projection shown in the 2007 *Palm Springs General Plan* for Sunrise Parkway, adjacent to the project site, is 17,500 VPD. A four-lane cross section would be required to accommodate a future travel demand of this magnitude at acceptable levels of service. This future traffic projection was based on the extension of Sunrise Parkway west of Indian Canyon Drive to North Palm Canyon Drive (SR-111) with a future traffic volume of 7,900 VPD. The potential future development with access to Sunrise Parkway, west of Indian Canyon Drive, would be limited by the Whitewater River levee located along on the north side of the Sunrise Parkway alignment. Therefore, the projected future demand of 7,900 VPD would be primarily "through traffic," including commuters using Sunrise Parkway to bypass the Palm Springs downtown.

Concurrent with the development review of the *College Park Specific Plan* in 2010, the City of Palm Springs deleted Sunrise Parkway, between North Palm Canyon Drive and North Indian Canyon Drive, from the 2007 *Palm Springs General Plan*. The deletion of Sunrise Parkway, west of the project site, would substantially reduce the ultimate traffic demand on Sunrise Parkway adjacent to the project site. The selection of the Palm Springs Mall site (rather than the *College Park Specific Plan*) as the future location for the West Valley Campus of the College of the Desert would also substantially reduce the ultimate traffic demand on Sunrise Parkway adjacent to the project site.

Updated Future Operational Analysis

The future peak hour traffic operations at the key intersections were updated to reflect year 2019 conditions (with and without the Miralon Phase 1 development) and year 2030 conditions (with and without all of the traffic generated by the Miralon Project). The Phase 1 development area is located west of the North Site Access and would be developed with 563 residential dwelling units (49 percent of the residential units). Sunrise Parkway has been constructed along the northern site boundary adjacent to the Phase 1 development area. The future construction of Sunrise Parkway to Sunrise Way would occur within and adjacent to the Phase 2 development area.

The off-site circulation improvements proposed in conjunction with the Miralon Project would include the design and installation of new traffic signals at the intersection of North Indian Canyon Drive with Sunrise Parkway when traffic signal warrants are met. A southbound left-turn lane would be striped on Indian Canyon Drive at the intersection of Sunrise Parkway. Both of these improvements would be made in conjunction with the Phase 1 development.

The extension of Sunrise Parkway as a four-lane divided secondary thoroughfare between the North Site Access and Sunrise Way is proposed in conjunction with the Phase 2 development. When Sunrise Parkway is constructed and opened to through traffic between Indian Canyon Drive and Sunrise Way, dual southbound left-turn lanes and southbound left-turn phasing will be required on North Indian Canyon Drive at Sunrise Way to accommodate the volume of southbound through traffic projected to divert from Indian Canyon Drive to Sunrise Parkway at this intersection. The Riverside County threshold criterion for the provision of protected left-turn phasing is a left-turn volume of 240 or more vehicles per hour.

Future Year 2019 Conditions

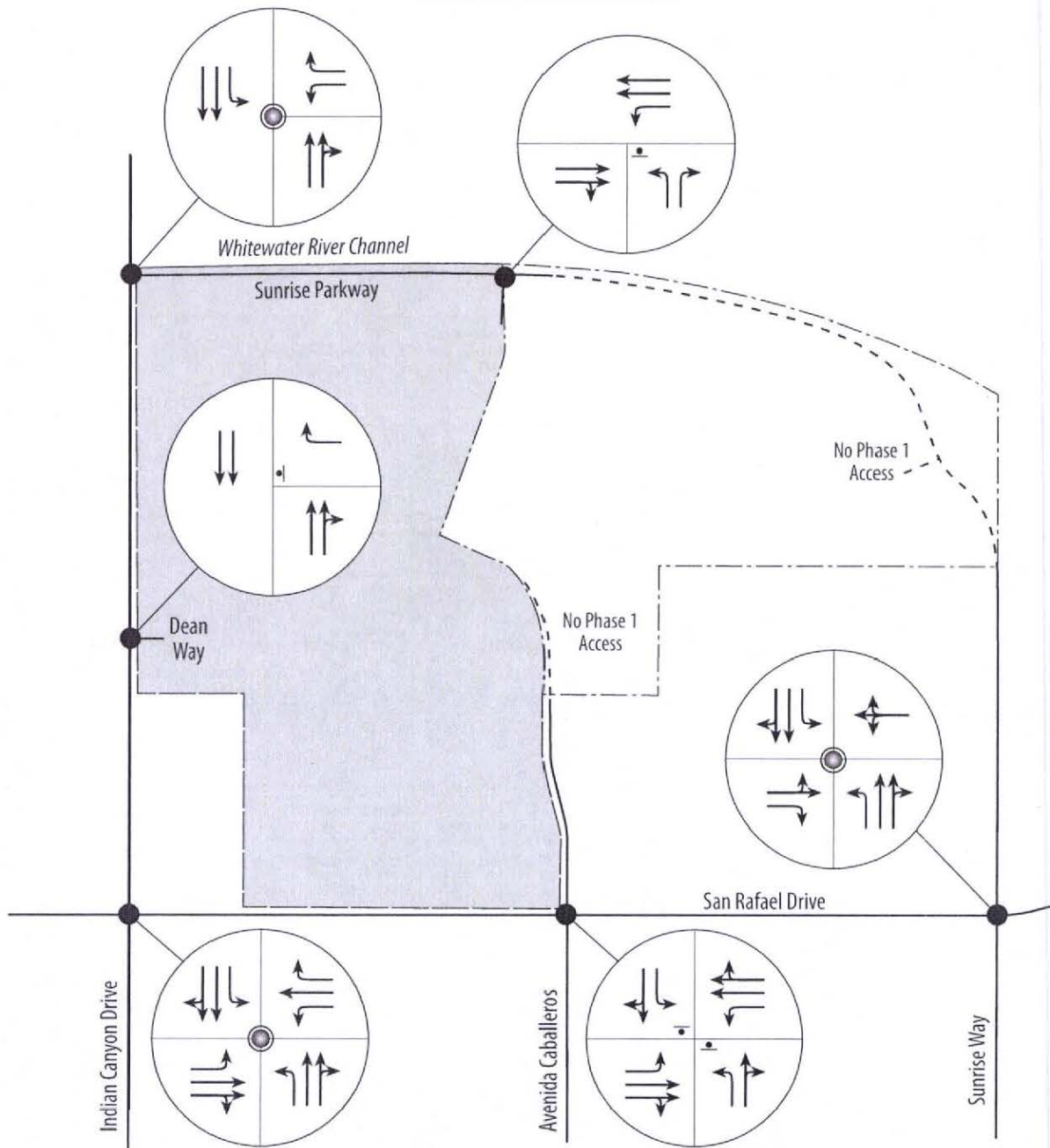
Table 4 summarizes the future year 2019 control delay and levels of service during the peak hours at the key intersections with and without the traffic generated by the Miralon Phase 1 development. With the improvements proposed in conjunction with Phase 1 of the Miralon Project, all of the key intersections evaluated are projected to operate at LOS C or better in the year 2019, following the addition of the Miralon Phase 1 traffic volumes.

Figure 16 shows the minimum required intersection approach lanes that were assumed for the operational analysis of the year 2019 conditions, both with and without the Phase 1 traffic. Pavement striping and markings will be required at the intersection of Indian Canyon Drive with Sunrise Parkway including striping for a single southbound left-turn lane to accommodate the traffic generated by the Phase 1 development. The length of the southbound left-turn lane should be adequate to store the 95th-percentile back-of-queue length projected to occur during the peak hour, when 45 vehicles are expected to make southbound left turns. The pocket length should also be sufficient to allow turning vehicles to decelerate outside of the adjacent southbound through travel lane on Indian Canyon Drive.

Upon completion of the Phase 1 development, Sunrise Parkway (between Indian Canyon Drive and the North Site Access) is projected to accommodate 95 percent of the outbound site traffic and 43 percent of the inbound site traffic. At that time, Sunrise Parkway would not be constructed between the North Site Access and Sunrise Way. All of the site traffic using Sunrise Parkway would travel between the North Site Access and Indian Canyon Drive.

Based on the trip-generation rates in the most recent ITE *Trip Generation Manual*, rural peak hour traffic signal volume warrants may not be met until the 177th dwelling unit in Phase 1 is occupied. The City of Palm Springs requires a traffic signal to be installed at the intersection of Indian Canyon Drive with Sunrise Parkway by the 100th building permit. A traffic signal may be desirable even earlier to provide protected left-turn movements to and from Indian Canyon Drive.

Figure 16
 Year 2019 Lane Geometrics
 and Traffic Controls



Legend			
	Traffic Signal		Through Lane
	STOP Sign		Through/Right Lane
	Exclusive Right-Turn Lane		Through/Left Lane
	Exclusive Left-Turn Lane		Through/Right/Left Lane

Table 4
Year 2019 Weekday Peak Hour LOS at the Key Intersections^a

Signalized Key Intersection	Traffic Control	Midday Peak Hour			Evening Peak Hour		
		LOS	Delay (Sec.)	V/C Ratio	LOS	Delay (Sec.)	V/C Ratio
Without Site Traffic							
Indian Canyon Dr. @ Sunrise Parkway	Signal	[Sunrise Pkwy. Closed]			[Sunrise Pkwy. Closed]		
Indian Canyon Dr. @ San Rafael Drive	Signal	B	18.1	0.26	C	22.0	0.50
Sunrise Way @ San Rafael Drive	Signal	B	17.5	0.36	B	15.6	0.43
With Phase 1 Traffic							
Indian Canyon Dr. @ Sunrise Parkway ^b	Signal	B	13.5	0.44	B	12.7	0.53
Indian Canyon Dr. @ San Rafael Drive	Signal	B	19.9	0.32	C	24.8	0.61
Sunrise Way @ San Rafael Drive	Signal	B	16.8	0.37	B	15.3	0.46
Unsignalized Key Intersection		LOS	Delay (Sec.)	Approach	LOS	Delay (Sec.)	Approach
Without Site Traffic							
Avenida Caballeros @ San Rafael Drive	TWSC	B	13.1	SB	B	13.5	SB
With Phase 1 Traffic							
Avenida Caballeros @ San Rafael Drive	TWSC	B	13.9	SB	B	14.4	SB

a. The HCS+ worksheets are provided in Attachment B. TWSC=Two-Way Stop Control. An 8 percent truck mix and a peak hour factor of 1.0 were assumed. SB = Southbound.

b. Mitigation assumed included the installation of traffic control signals with southbound left-turn phasing and the restriping of Indian Canyon Drive to provide a single southbound left-turn lane at Sunrise Parkway.

The North Site Access proposed on Sunrise Parkway and the West Site Access proposed on Indian Canyon Drive would be adequate to accommodate the Phase 1 traffic volumes in the year 2019 with two-way stop control and the approach lanes shown in Figure 16. When the Phase 1 development is completed, Sunrise Parkway will not be constructed between the North Site Access and Sunrise Way and there will be no conflicting through movements on Sunrise Parkway at the North Site Access. Therefore, the motorists entering and leaving the North Site Access on Sunrise Way will experience very little if any control delay and an operational analysis of the North Site Access is not required.

The West Site Access on Indian Canyon Drive would be restricted to right-turn ingress and egress movements. Residents turning right from Dean Way onto Indian Canyon Drive would experience relatively little control delay. There would be no left-turn ingress or egress movements conflicting with the through movements on Indian Canyon Drive. With the existing raised landscape median on Indian Canyon Drive and no median opening proposed at Dean Way, the impact of turning movements associated with site access on the through traffic using Indian Canyon Drive at the West Site Access would be less than significant. No further operational analysis is required.

Based on the 55 mph posted speed limit and the future traffic projections for Indian Canyon Drive at Sunrise Parkway, the traffic control signal would require southbound left-turn phasing once Sunrise Parkway is extended to Sunrise Way and opened to through traffic in conjunction with Phase 2 of the Miralon Project. Riverside County typically requires left-turn phasing when 240 vehicles per hour are turning left at a signalized intersection. The City of Palm Springs may require left-turn phasing earlier, based on their standard practice or consistency with other traffic control in the area. Dual southbound left-turn lanes are recommended for Indian Canyon Drive at Sunrise Parkway if/when the southbound left-turn volume exceeds 300 vehicles per hour.

Future Year 2030 Conditions

Table 5 shows the horizon year 2030 control delay and levels of service during the peak hours at the key intersections with and without the traffic generated by the completion of the Miralon Project. With the circulation improvements proposed in conjunction with the Miralon Project shown in Figure 17, all of the intersections evaluated are projected to operate at acceptable levels of service (LOS D or better) in the horizon year 2030 with and without the Miralon Project traffic volumes. All four of the approved site access intersections are projected to provide acceptable levels of service in the peak hours upon completion of the Miralon Project with two-way stop control.

Figure 17 illustrates the minimum intersection approach lanes required to maintain acceptable levels of service during the peak hours in the year 2030 upon completion of the Miralon Project. The approach lanes depicted therein are consistent with exist improvements plus improvements proposed in conjunction with the project to facilitate site access. No additional improvements beyond those shown in Figure 17 are required to maintain acceptable levels of service.

The intersection of Indian Canyon Drive with Sunrise Parkway was evaluated with a single southbound left-turn lane, and found to operate at LOS D in the year 2030 upon completion of the Miralon Project. However, dual southbound left-turn lanes are typically recommended when the number of vehicles turning left exceeds 300 in the peak hour. With the existing flush median width of 22 feet on Indian Canyon Drive at Sunrise Parkway, the provision of dual southbound left-turn lanes should be feasible. With dual southbound left-turn lanes, the peak hour level of service would be improved at this intersection and the southbound left-turn back-of-queue length would be substantially reduced.

Effect of Site Access Changes

The addition of the Western Site Access on Indian Canyon Drive would more efficiently distribute site traffic to the surrounding street system without interrupting the progression of through traffic on Indian Canyon Drive. The existing raised median on Indian Canyon Drive would eliminate conflicting left-turn movements to and from the project site at Dean Way, thereby improving traffic operations and traffic safety by avoiding the need to signalize the Western Site Access in the future.

The Western Site Access would provide direct and easy access to the middle of the site for future residents of Phase 1 when returning from Downtown Palm Springs on Indian Canyon Drive. Consequently, the inbound traffic volumes at the West Site Access would be substantially greater than the outbound traffic volumes. Vehicles destined to the north along Indian Canyon Drive would be able to leave the site through the West Site Access with very little control delay. The assignment of outbound traffic to the West Site Access would reduce the northbound left-turn volume exiting the development through the North Site Access.

Adequate access for the Phase 1 development would be provided by the West Site Access on Indian Canyon Drive and the North Site Access on Sunrise Parkway. The Phase 1 development would not require or be allowed access through the South Site Access on Avenida Caballeros or the East Site Access on Sunrise Parkway. The construction of Sunrise Parkway from Sunrise Way to the North Site Access is not proposed in conjunction with the Phase 1 development and would not be required to provide adequate access.

Table 5
Year 2030 Weekday Peak Hour LOS at the Key Intersections^a

Signalized Key Intersection	Traffic Control	Midday Peak Hour			Evening Peak Hour		
		LOS	Delay (Sec.)	V/C Ratio	LOS	Delay (Sec.)	V/C Ratio
Without Site Traffic							
Indian Canyon Dr. @ Sunrise Parkway ^b	Signal	C	20.4	0.70	C	25.1	0.88
Indian Canyon Dr. @ San Rafael Drive	Signal	C	22.5	0.43	C	34.4	0.82
Sunrise Way @ San Rafael Drive	Signal	C	26.6	0.54	C	25.4	0.64
With Miralon Project Completed							
Indian Canyon Dr. @ Sunrise Parkway ^b	Signal	C	22.6	0.77	D	42.1	0.96
Indian Canyon Dr. @ San Rafael Drive	Signal	C	25.7	0.50	D	44.6	0.89
Sunrise Way @ San Rafael Drive	Signal	C	28.5	0.62	C	28.6	0.75
Unsignalized Key Intersection		LOS Delay Approach			LOS Delay Approach		
		(Sec.)			(Sec.)		
Without Site Traffic							
Avenida Caballeros @ San Rafael Drive	TWSC	C	15.2	SB	C	23.5	NB
North Site Access @ Sunrise Parkway	TWSC	[No Site Traffic]			[No Site Traffic]		
East Site Access @ Sunrise Parkway	TWSC	[No Site Traffic]			[No Site Traffic]		
With Miralon Project Completed							
Avenida Caballeros @ San Rafael Drive	TWSC	C	19.0	SB	C	23.5	NB
North Site Access @ Sunrise Parkway ^c	TWSC	C	19.4	NB	C	22.0	NB
East Site Access @ Sunrise Parkway ^c	TWSC	B	11.8	EB	B	12.8	EB

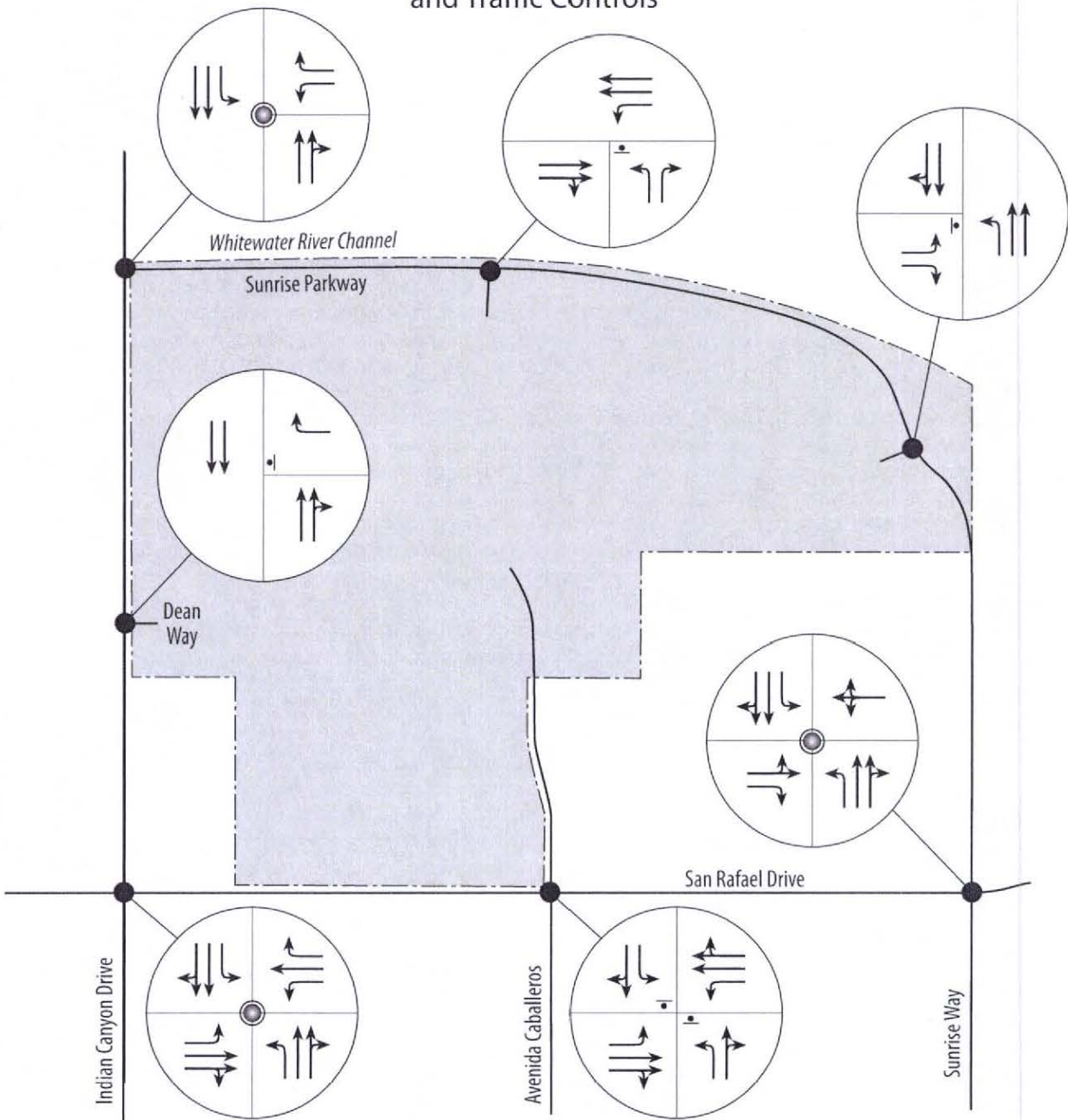
a. The HCS+ worksheets are provided in Attachment B. TWSC=Two-Way Stop Control. A 5 percent truck mix and a peak hour factor of 1.0 were assumed. NB = Northbound. SB = Southbound. EB = Eastbound.

b. Values shown assume a traffic signal is installed and a single southbound left-turn lane is striped on Indian Canyon Drive. Based on the projected southbound left-turn peak hour volumes (which exceed 300 VPH) dual southbound left-turn lanes would be recommended. Dual southbound left-turn lanes would improve the intersection operation by one service level and reduce the required southbound queue storage space. HCS+ worksheets are provided in Attachment B with single and dual southbound left-turn lanes at this intersection.

c. The values shown reflect two exit lanes at each site access as well as a dedicated westbound left-turn entry lane. No dedicated eastbound right-turn lane was assumed.

The Western Site Access would be restricted to right-turn ingress and egress only. The addition of the Western Site access would reduce the traffic demand at the intersection of Indian Canyon Drive with Sunrise Parkway and cause a redistribution of the Phase 1 traffic passing through this intersection. The West Site Access would allow residents approaching from the south to enter the site from Indian Canyon Drive before reaching the intersection of Sunrise Parkway. Residents leaving the site and traveling north to Interstate 10 would be able to exit through the West Gate and travel north in the through lanes on Indian Canyon Drive or turn left from the North Access then turn right from

Figure 17
Year 2030 Lane Geometrics
and Traffic Controls



Legend

- | | | | |
|---|---------------------------|---|-------------------------|
| ● | Traffic Signal | ← | Through Lane |
| • | STOP Sign | ↗ | Through/Right Lane |
| ↘ | Exclusive Right-Turn Lane | ↙ | Through/Left Lane |
| ↖ | Exclusive Left-Turn Lane | ↔ | Through/Right/Left Lane |

Sunrise Parkway onto Indian Canyon Drive. When returning to the site from the north, residents would be able to take advantage of a protected left-turn movement on Indian Canyon Drive at the signalized intersection of Sunrise Parkway.

The North Site Access and the West Site Access would encourage future residents of the Phase 1 development to primarily use Indian Canyon Drive and Palm Canyon Drive, both major thoroughfares, to travel north and south of the site. This would reduce the potential for significant localized traffic increases on Avenida Caballeros, Sunrise Way, and other roadways used by the residents of adjacent neighborhoods to the south (Vintage Palms, Murano - TT 33933, Sunrise Palms, Racquet Club Estates, Four Seasons, Coyote Run Apartments, Desert Park Estates).

Since both Sunrise Way and Sunrise Parkway are designated truck routes in the *Palm Springs General Plan*, the proposed Phase 1 access plan would minimize the potential for construction traffic as well as project-related traffic in the established residential areas south and east of the project site. It would postpone project-related traffic increases as well as projected increases in through-traffic volumes on Sunrise Parkway and Sunrise Way in the established residential areas south and east of the project site.

The Western Site Access is expected to reduce the number of vehicles ultimately accessing the site through the southern gate proposed on Avenida Caballeros (north of San Rafael Drive) by 14 percent. It would also reduce the number of vehicles ultimately accessing the site via the Northern Site Access on Sunrise Parkway by 23 percent (largely outbound vehicles). As a result, the North Site Access would operate more effectively. The reduction in future traffic at the East Site Access would be primarily the result of the reduced trip generation associated of the Miralon Project.

Findings and Recommendations

1. All of the existing key intersections are currently operating at acceptable levels of service (LOS B) during the midday and evening peak hours in the peak traffic season.
2. When compared to the development previously addressed in the 2003 TIS, the previously approved Avalon PDD 290 development, and the existing entitlements of the project site, the proposed Miralon Project would have the lowest trip generation.
3. Given the reduction in the number of trips that would be generated by the Miralon Project and the distribution of site traffic to four, rather than three site access points, the regional impacts of the project would be less than previously identified and mitigated in the 2003 TIS.
4. The key intersections evaluated were selected to identify any potentially significant localized impacts that would require mitigation as a result of the proposed phasing of the Miralon development and/or the site access improvements proposed for Phase 1 (shown in Figure 16) and project completion (shown in Figure 17).
5. Both of the site access intersections and all of the key intersections evaluated upon completion of the Phase 1 development in the year 2019 are projected to operate at acceptable levels of service with the improvements proposed in conjunction with the Miralon Project (as shown in Figure 16). The circulation improvements proposed with Phase 1 of the Miralon Project would be sufficient to mitigate site traffic impacts without the extension of Sunrise Parkway from the North Site Access to Sunrise Way.
6. Providing access to Phase 1 exclusively through the North Site Access on Sunrise Parkway and the West Site Access on Indian Canyon Drive at Dean Way would result in all of the Phase 1 site traffic using Indian Canyon Drive to access the development. Approximately 57 percent of the Phase 1 vehicles destined for the site are expected to enter through the West Site Access from Indian Canyon Drive. This would effectively minimize site traffic volumes in the existing residential areas located south and east of the project site until Sunrise Parkway is constructed between Sunrise Way and the North Site Access in conjunction with the Phase 2 development.

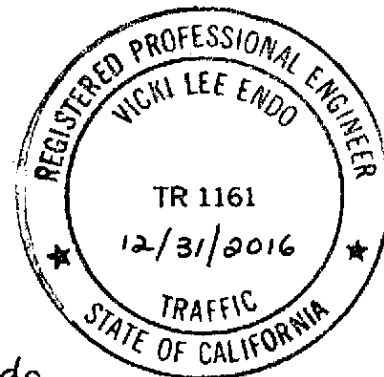
7. Without a median break on Indian Canyon Drive, opposite the West Site Access, nearly 95 percent of the Phase 1 traffic leaving the site is expected to exit through the North Site Access onto Sunrise Parkway. The intersection of Indian Canyon Drive with Sunrise Parkway should be signalized in conjunction with the Phase 1 development when traffic signal warrants are met. It may be desirable to signalize this intersection earlier to provide protected left-turn access to and from Indian Canyon Drive for site traffic.
8. All four of the site access intersections and the key intersections evaluated are projected to operate at acceptable levels of service during the peak hours in the year 2030 upon completion of the Miralon Project with the proposed improvements shown in Figure 17. Other than the traffic signal required in Phase 1 at the Indian Canyon Drive/Sunrise Parkway intersection, no additional traffic signals would be required at the intersections evaluated to accommodate the Phase 2 development at acceptable levels of service.
9. The southbound left-turn volume at the intersection of Indian Canyon Drive with Sunrise Parkway in the year 2030 is projected to exceed 300 vehicles during the peak hour. Dual southbound left-turn lanes are typically considered when the number of vehicles turning left exceeds 300 in the peak hour. Dual southbound left-turn lanes would improve the peak hour levels of service at this intersection and reduce the southbound left-turn back-of-queue length.
10. The future site traffic volume on San Rafael Drive, west of Indian Canyon Drive, upon completion of the Miralon Project (750 VPD) would be 15.7 percent lower than previously identified in the 2003 TIS (890 VPD). The interim improvements previously required to mitigate site traffic on San Rafael Drive have been completed. Upon project completion, a two-lane roadway would be adequate to accommodate the future daily traffic projection of 8,340 VPD for San Rafael Drive, west of Indian Canyon Drive. The intersection of Indian Canyon Drive with San Rafael Drive is projected to operate at acceptable levels of service during the peak hours with the existing lane geometrics upon completion of the Miralon Project in the year 2030.

We trust that this supplemental information adequately responds to any concerns regarding the minor modifications to the land uses proposed in conjunction with the Miralon Project. If additional questions or comments arise, please do not hesitate to contact our offices by telephone at (949) 362-0020, or via electronic mail at endoengr@cox.net.

Sincerely,
ENDO ENGINEERING

Gregory Endo
Principal

Attachments:
A – New Traffic Count Data
B – HCS+ Worksheets

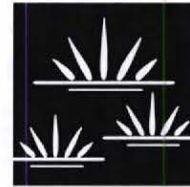


Vicki Lee Endo

Vicki Lee Endo
Registered Professional Traffic Engineer
TR-1161

GLENN LUKOS ASSOCIATES

Regulatory Services



August 15, 2016

Avalon 1150, LLC
500 Boulston Street, Suite 1870
Boston, Massachusetts 02116

SUBJECT: Biological Resources Analysis for the Miralon Project, an Approximate 309-Acre Property Located in the City of Palm Springs, Riverside County, California.

This letter report documents the results of a biological resources evaluation of the proposed Miralon Project (Project) located in the City of Palm Springs, Riverside County, California. The Project would occur on an approximate 309-acre property located in Section 35, Township 5 East, and Range 4 South within the City of Palm Springs (City) [Figure 1].

Specifically, the Project site occurs at the southeastern intersection of North Indian Canyon Drive and Sunrise Parkway. The Project is bounded by the Whitewater River Flood Control Levee and Sunrise Parkway to the north, San Rafael Drive to the south, Sunrise Way to the east, and Indian Canyon Drive to the west. For the analysis presented here, no off-site improvements were anticipated.

As part of biological resources evaluation, a field review of the Project site was conducted by Martin Rasnick (senior regulatory specialist) and Tricia Campbell (senior biologist) of Glenn Lukos Associates (GLA) on February 6, 2015 and July 18, 2016 and the following Project documents were reviewed:

- K & A Engineering, Inc. (K & A) (2014): Memo – Avalon (TR 31848) Meeting at the City of Palm Springs on March 11, 2014;

Figure 1. Project Site



29 Orchard
Telephone: (949) 837-0404

▪ Lake Forest

▪ California 92630-8300
Facsimile: (949) 837-5834

- Ecological Consultants (2003): Biological Assessment and Impacts Analysis of the Proposed Palm Springs Village, dated March 2013;
- City of Palm Springs (2004): Initial Study for TTM 31848;
- City of Palm Springs (2004): Notice of Intent to Adopt Mitigated Negative Declaration for TTM 31848;
- Fidelity National Title Company (2014): Amended Preliminary Title Report;
- Mainiero, Smith, and Associates, Inc. (MSA) (2004): Response to Comments Letter to City of Palm Springs Planning Commission;
- Project plans (on and off site improvements) prepared by MSA; and
- Other documents provided by the Project team.

The CEQA Initial Study (IS)/Mitigated Negative Declaration (MND) was approved by the City of Palm Springs in 2004 in conjunction with approval of the Project. At that time the Coachella Valley Fringe-toed Lizard Habitat Conservation Plan (CVFTL HCP) was active. Since 2004, the CVFTL HCP has been subsumed by, and incorporated into, the regional Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). As such there is no longer an active CVFTL HCP. The Project will now receive coverage under the CVMSHCP and as such, the fee payment made to the CVFTL HCP will be subsumed (incorporated) into the CVMSHCP fee payment required for the Project.

The information presented in this report provides an update on existing conditions present at the Project site and the current regulatory scheme with that presented in the IS/MND.

Project History

Although construction within the Project site had commenced in 2005, the slumping economy brought construction to a halt and the Project site has remained in its current, partially constructed condition since activities stopped. The Project site has been mass-graded and a majority of the golf course was previously constructed. Significant portions of the on-site sewer, water, storm drain, and street improvements have been constructed, especially in the western portion of the Project site. Additionally, the perimeter walls for Phase 1 of the Project have been installed along the eastern and southern Project site boundaries, as well as most of the western Project site boundary. Finally, a flood control levee was constructed along the northern Project site boundary with the Whitewater River flood plain.

Biology

The Project site is within the Plan area for the CVMSHCP, but it does not occur within CVMSHCP conservation areas. The Whitewater River Flood Plain Conservation Area occurs

directly north of the Project on the north side of the Whitewater River levee, which is the northern boundary of the Project site.

The biological resources analysis presented in the IS/MND identified the presence of the Coachella Valley fringe-toed lizard (*Uma inornata*) on the Project site and there was a significant probability for the Coachella Valley milk-vetch (*Astragalus lentiginosus* var. *cochellae*) to be present. Both of these species are federally listed by the United States Fish and Wildlife Service (USFWS). In addition to these two listed species, two non-listed special status species were confirmed to be present, the Coachella Valley round-tailed ground squirrel (*Spermophilus tereticaudus chlorus*) and loggerhead shrike (*Lanius ludovicianus*). Several non-listed special status species judged to have potential to occur, but not found, included glandular ditaxis (*Ditaxis claryana*), Palm Springs pocket mouse (*Perognathus longimembris bangsi*), and flat-tailed horned lizard (*Phrynosoma mcallii*).

Although a desert tortoise (*Gopherus agassizii*; federally and state-listed as Threatened) survey was not performed, the Project site was carefully checked for sign and burrows, and none were identified or observed. The Project site was also evaluated for the presence of Coachella Valley giant sand treader cricket (*Macrobaenetes valgum*), Coachella Valley Jerusalem cricket (*Stenopelmatus calhualaensis*), and Casey's June beetle (*Dinacoma caseyi*). Night surveys were performed across several evenings in March and April 2003 and none of the three species above was observed.

All of the biological resources work performed in support of the IS/MND was performed prior to site grading and partial construction. There are no longer natural vegetation communities present. As stated above (Project History), site development commenced in 2005 and halted due to poor economic conditions. As such, many of the species confirmed present on the Project site or found to have potential to be present no longer have any potential to be present and impacted by the Project.

CVMSHCP Analysis

The following species are covered under the CVMSHCP. Those species in **bold** either had been identified as having potential to occur, or were confirmed to be present in the IS/MND, prior to site grading. Potential for occurrence has been reviewed and revised as follows based on current site conditions and a February 6, 2015 and July 18, 2016 site review. Although drought conditions were present during 2015 and 2016, the following conclusions were dictated by the mass grading and infrastructure development that occurred in the past; leaving the Project site devoid of natural vegetation communities. Therefore, the conclusions presented below would not have changed if normal rainfall conditions had occurred in 2015 and/or 2016.

- **Coachella valley milkvetch** [*Astragalus lentiginosus* var. *coachellae*] - not observed; no longer any potential to occur due to site grading and infrastructure development;
- Little San Bernardino mountains linanthus [*Linanthus maculatus*] - not observed; no potential to occur;
- Mecca aster [*Xylorhiza cognate*] - not observed; no potential to occur;
- Orocopia sage [*Salvia greatae*] - not observed; no potential to occur;
- Triple-ribbed milkvetch [*Astragalus tricarinatus*] - not observed; no potential to occur;
- **Coachella Valley giant sand-treader cricket** [*Macrobaenetes valgum*] - not observed; no longer any potential to occur due to site grading and infrastructure development;
- **Coachella Valley Jerusalem cricket** [*Stenopelmatus calhuilaensis*] - not observed; no longer any potential to occur due to site grading and infrastructure development;
- Desert pupfish [*Cyprinodon macularius*] - not observed; no potential to occur;
- Arroyo toad [*Anaxyrus californicus*] - not observed; no potential to occur;
- Coachella Valley fringe-toed lizard [*Uma inornata*] – not observed; potential to occur as a wandering individual from floodplain. No live-in habitat present, based on site visits;
- **Flat-tailed horned lizard** [*Phrynosoma mcallii*] - not observed; potential to occur as a wandering individual from the floodplain. No live-in habitat present, based on site visits;
- **Desert tortoise** [*Gopherus agassizii*] - not observed; no longer any potential to occur due to site grading and infrastructure development;
- **Burrowing owl** [*Athene cunicularia*] - not observed; potential to occur due to site grading and infrastructure development;
- California black rail [*Laterallus jamaicensis coturniculus*] - not observed; no potential to occur;
- Crissal thrasher [*Toxostoma crissale*] - not observed; no potential to occur;
- Gray vireo [*Vireo vicinior*] - not observed; no potential to occur;
- Le Conte's thrasher [*Toxostoma lecontei*] - not observed; no potential to occur;
- Least Bell's vireo [*Vireo bellii pusillus*] - not observed; no potential to occur;
- Southwestern willow flycatcher [*Empidonax traillii extimus*] - not observed; no potential to occur;
- Summer tanager [*Piranga rubra*] - not observed; no potential to occur;
- Yellow warbler [*Dendroica petechia brewsteri*] - not observed; no potential to occur;
- Yellow-breasted chat [*Icteria virens*] - not observed; no potential to occur;
- Yuma clapper rail [*Rallus longirostris yumanensis*] - not observed; no potential to occur;
- **Coachella Valley round-tailed ground squirrel** [*Spermophilus tereticaudus chlorus*] - not observed; no longer any potential to be present due to grading and infrastructure development;
- **Palm Springs pocket mouse** [*Perognathus longimembris bangsi*] – not observed; no longer any potential to occur due to site grading and infrastructure development;
- Peninsular bighorn sheep [*Ovis canadensis nelsoni*] - not observed; no potential to occur; and

- Western yellow bat [*Lasiurus xanthinus*] - not observed; no potential to occur.

For the Project to receive coverage under the CVMSHCP, it must be consistent with the policies of the Plan. For this Project, this equates to following the requirements set forth in Sections 4.4 and 4.5 of Volume I of the CVMSHCP. Section 4.4 provides the avoidance and minimization measures that a Project must comply with if the Project occurs within a conservation area. As indicated above, the Project does not occur within a conservation area. Since the Project is not located within a CVMSHCP conservation area, the only species survey that will be necessary is a pre-construction burrowing owl survey following the CDFW Staff Report (March 2012) and recommended survey protocol. This involves performing two field visits within two weeks prior to ground disturbance to ensure that the burrowing owl is absent from the site. If the species is present, passive eviction of the owl(s) would be required with CDFW approval. No compensatory mitigation under the CVMSHCP would be required and the pre-construction survey can occur any time of year; however, if the survey occurs during the nesting season of burrowing owl (between March 1 and August 31) and the species is found, eviction of the owls would be delayed until nesting was completed. This species was not discussed in the IS/MND, and although the Project site is graded, the species could be present. It was not detected during either of the site visits performed in 2015 or 2016. It is a fully covered species under the CVMSHCP, so any potential impacts to the species or its habitat would be fully compensated by the Plan. No new impact to burrowing owl would occur.

Section 4.5 of the CVMSHCP Plan provides guidelines to ensure potential indirect effects to biological resources in a conservation area adjacent to proposed development are minimized and/or avoided. The guidelines address:

- Drainage;
- Toxics;
- Lighting;
- Noise;
- Invasive species;
- Creation of barriers; and
- Grading/development directly adjacent to conservation lands.

The existing levee creates a barrier between the Whitewater River Flood Plain Conservation Area and the Project site. Currently there is no potential for nuisance flows from the Project site to reach the conservation area due to the levee and control of 100-year flows on site. Completion of the perimeter block wall would further ensure protection of the conservation area from the proposed development. If the Project will have an entrance/exit on Sunrise Parkway and have associated landscaping and irrigation along Sunrise Parkway, it will be important to plant non-invasive plants and ensure that all irrigation drains away from the conservation area (White Water River). In addition, it will be important to have residential and street lighting directed

away from the conservation area (White Water River). To avoid and minimize potential indirect effects to the adjacent conservation area, the following measures are necessary:

- Completion of the Project perimeter wall (parallel to Sunrise Parkway) as each Phase of the Project is constructed;
- Residential and street lighting along the north edge of the development would be directed away from the conservation area;
- No invasive plant species used for landscaping; and
- Irrigation placed outside the perimeter wall will drain away from the levee.

Implementation of these avoidance and minimization measures ensure potential indirect impacts to adjacent conservation lands would not be significant under CEQA.

Non-CVMSHCP Analysis

Casey's June beetle is not a covered species under the Plan and was initially judged by Ecological Consultants (2003) to have potential to occur on the Project site but was not found during their field studies. At the time of that evaluation (2003) this species of beetle was only a state species of special concern. Since that time, it has been listed as Endangered by the federal government and the range of the species has been determined to be limited to Palm Canyon Wash in Palm Canyon. As such, there is no potential for Casey's June beetle to occur on the Project site and no impact to the species would occur.

There are species that have been classified as having special status that were not special status species at the time the biological resources work was performed in 2003 and hence were not reported in the CEQA IS/MND. To identify such resources, GLA conducted a search/review of the California Natural Diversity Database (CNDDDB 2016) and a California Native Plant Society Rare Plant Inventory (CNPS 2016). These species are singlewhorl burrobrush (*Ambrosia monogyra*), Latimer's woodland-gilia (*Saltugilia latimeri*), California satintail (*Imperata brevifolia*), Vaux's swift (*Chaetura vauxi*) and sharp-shinned hawk (*Accipiter striatus*).

Based on the field review of the Project site, there is no potential for special status plants to be present. The site has been mass-graded with pads and portions of the development infrastructure are complete. Naturally occurring top soil has been removed and the dirt has been compacted. These conditions eliminate the potential for special-status plants to occur.

Based on the field review of the Project site, there are two species of non-listed special status animals with potential to occur on the Project site, Vaux's swift and sharp-shinned hawk. Both species are not covered by the CVMSHCP. Neither species was detected during the 2015 and 2016 field visits nor would they occur in a manner that could be potentially significant under

CEQA. The Project site lacks potential nesting habitat for both species and if either species was present it would be in a foraging role. The existing Project site conditions eliminate the potential for these two species to occur in a significant role.

Development of the Project site has the potential to impact active native bird nests if vegetation is removed during the nesting season (January 1 to August 31). Impacts to nesting native birds are prohibited by the Migratory Bird Treaty Act (MBTA) and State Fish and Game Code (FGC). Neither MBTA nor FGC were addressed in the IS/MND. Although impacts to native birds are prohibited by MBTA and FGC, impacts to native birds by the proposed Project would not be a significant impact under CEQA. The native birds with potential to nest on the Project site would be those that are extremely common to the region and highly adapted to human landscapes and have no special status. To ensure Project activities comply with the MBTA and FGC, a nesting bird pre-construction survey is necessary, if construction is proposed to commence between February 15th and August 31st of a given year. No compensatory mitigation would be needed.

In summary, the Project site lacks potential habitat for non CVMSHCP special status plants or animals to be present (in a constraining role) due to the absence of natural vegetation communities and the grading and infrastructure development that occurred in the past. A native nesting bird preconstruction survey will be necessary to ensure compliance with MBTA and FGC. No significant impacts to non CVMSHCP would occur from development of the Project site.

For the few special status species with potential to be present that are covered under the CVMSHCP, fee payment to the CVMSHCP as well as conducting a preconstruction burrowing owl survey will provide full mitigation for any potential impacts to these species by development of the Project site. No further mitigation is necessary and the Project would have no significant impact on these species.

U.S. Army Corps of Engineers Jurisdiction

As noted above, the Project site has already been mass-graded and a levee has been constructed along the northern Project boundary adjacent to the Whitewater River. As the Project site has already been mass-graded, and there are no streambeds and/or wetlands on site, there is no Corps jurisdiction present. This is consistent with the analysis in the IS/MND. As no Corps jurisdiction is present, further construction of the Project will not require Freehold to secure a Corps 404 permit (i.e., there is no Corps jurisdiction on site, and as such, no permit from the Corps is needed or required). No impact to Corps jurisdiction would occur from development of the Project site.

GLA also understands that off site improvements to Indian Canyon Drive have been completed; therefore, no work efforts will occur within the Whitewater River floodplain that could potentially require a Corps permit.

Colorado River Basin Regional Water Quality Control Board Jurisdiction

The Project site has already been mass-graded and a levee has been constructed along the northern Project boundary adjacent to the Whitewater River. As indicated above, the Project site has already been mass-graded, and there are no streambeds and/or wetlands on site, there is no Corps jurisdiction present. As no Corps jurisdiction is present, there is no Regional Board jurisdiction present as it relates to Section 401 of the CWA. Additionally, there are no features on site providing beneficial uses that would be regulated by the Regional Board pursuant to Section 13260 of the California Water Code. As a result, no waste discharge order is necessary for the Project and further construction of the Project will not require the Project applicant to secure a 401 water quality certification (i.e., there is no Regional Board jurisdiction on site, and as such, no permit or waste discharge order from the Regional Board is needed or required). This is consistent with the analysis in the IS/MND. No impact to Regional Board jurisdiction would occur from development of the Project site.

GLA also understands that off site improvements to Indian Canyon Drive have been completed; therefore, no work efforts will occur within the Whitewater River floodplain that could require a Regional Board water quality certification or waste discharge order.

California Department of Fish and Wildlife Jurisdiction

The Project site has already been mass-graded and a levee has been constructed along the northern Project boundary adjacent to the Whitewater River. As the Project site has already been mass-graded, and there are no streambeds (including natural lakes) and/or riparian habitat associated with streambeds (or natural lakes) on site, there is no CDFW jurisdiction present. This is consistent with the analysis provided in the IS/MND. As no CDFW jurisdiction is present, further construction of the Project will not require the Project applicant to secure a 1602 Streambed Alteration Agreement (i.e., there is no CDFW jurisdiction on the Project site, and as such, no agreement from the CDFW is needed or required). No impact to CDFW jurisdiction would occur from development of the Project site.

GLA also understands that off site improvements to Indian Canyon Drive have been completed; therefore, no work efforts will occur within the Whitewater River floodplain that could require a CDFW Streambed Alteration Agreement.

Avalon 1150, LLC
August 15, 2016
Page 9

CONCLUSION

The IS/MND indicates there are no wetlands on the site. Based on a field review, GLA concurs that no wetlands are present and in addition has confirmed the absence of Corps jurisdictional waters, Regional Board jurisdictional waters, or CDFW jurisdiction; therefore, no permits/agreements from any of these agencies would be required and no impact to jurisdictional waters would occur from development of the Project site.

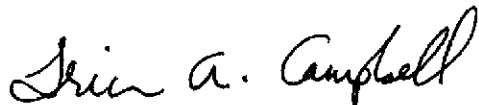
The IS/MND did not discuss potential impacts to burrowing owl, which has potential to be present on the Project site. However with implementation of the burrowing owl measures provided in this document, any potential impacts to this species would be fully mitigated. No further compensation would be needed.

The CVMSHCP requires the Project is consistent with Section 4.5, Volume I of the Plan, which addresses the potential for indirect effects to occur to conservation lands adjacent to development. This was not addressed in the IS/MND. However, with implementation of the measures presented in this document, the Project would be consistent with the CVMSHCP.

If you have any questions, please call me at (949) 837-0404, Ext. 17.

Sincerely,

GLENN LUKOS ASSOCIATES, INC.



Tricia A. Campbell
Principal/Senior Biologist

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ATTACHMENT #6



CITY COUNCIL STAFF REPORT

DATE: February 3, 2016

CONSENT AGENDA

SUBJECT: RESCIND AND APPROVE A REVISED SECOND AMENDMENT TO AND ASSIGNMENT/ASSUMPTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT MAP NO. 31848-1 (AVALON)

FROM: David H. Ready, City Manager

BY: Public Works and Engineering Department

SUMMARY

The City Council has reviewed a variation of this request on two prior occasions. Reconsideration of the item is required as a result of changing buyers involved in the acquisition of the development out of bankruptcy foreclosure. The development is identified as "Palm Springs Village" or "Avalon", located on the east side of Indian Canyon Drive between the Whitewater River and San Rafael Drive. This action will rescind the City Council's recent approval on December 16, 2015, of the Second Amendment to and Assignment and Assumption of the Subdivision Improvement Agreement ("SIA") for Tract Map No. 31848-1, with Avalon Land Holdings, LLC, (the "Assignment"), and approve a revised Assignment with a new buyer, (Avalon 1150, LLC), that has entered escrow in the place of the prior buyer (Avalon Land Holdings, LLC), with whom the City Council just recently approved the Assignment.

RECOMMENDATION:

1. Rescind approval of the Second Amendment to and Assignment and Assumption of the Subdivision Improvement Agreement for Tract Map 31848-1 ("Avalon"), A5393, between LV Palm Springs Village, LLC, Avalon Land Holdings, LLC, and the City of Palm Springs, approved December 16, 2015; and
2. Approve a revised Second Amendment to and Assignment and Assumption of the Subdivision Improvement Agreement for Tract Map 31848-1 ("Avalon"), A5393, between LV Palm Springs Village, LLC, Avalon 1150, LLC, and the City of Palm Springs; and
3. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

LV Palm Springs Village, LLC, ("LV PS Village"), is the successor to SunCal PSV, LLC, ("SunCal") through the financial bankruptcy and default of SunCal and assignment of the Avalon project to LV PS Village through foreclosure. SunCal and the City entered into a

ITEM NO. 26

Subdivision Improvement Agreement (“SIA”) dated December 18, 2006, (A5393), and recorded on February 16, 2007, in conjunction with recordation of Tract Map 31848-1 (the “Tract”) consisting of approximately one-half of the Palm Springs Village project, generally located at the southeast corner of North Indian Canyon Drive and Sunrise Parkway. An aerial photo showing the location of the Avalon project is included in Figure 1.



Figure 1

The City has continued to extend the effectiveness of the SIA through a series of resolutions adopted by the City Council. On February 18, 2015, the City Council approved a First Amendment and Assignment to the SIA with LV PS Village, and another developer (FCA CA, LLC), with whom LV PS Village had entered into escrow to purchase the Avalon project. However, subsequent to the City Council’s approval of the First Amendment and Assignment of the SIA, the property transfer did not occur, escrow was cancelled, and LV PS Village requested that the City terminate the previously approved First Amendment and Assignment.

Accordingly, on June 17, 2015, the City Council rescinded its approval of the First Amendment and Assignment of the SIA, and approved only a First Amendment to the SIA which extended the current termination date of the Original SIA to May 4, 2016, and incorporated a new obligation on LV PS Village to annex the Palm Springs Village project into the City’s

Community Facilities District (CFD) No. 2005-1 for public safety services.

As set forth in the SIA (as Amended), LV PS Village is obligated to construct and install certain improvements to accommodate the development of the Tract. The SIA also required the posting of bonds as security for the faithful performance of the work required under the SIA. In accordance with the SIA, the original developer (SunCal) installed substantial components of the required work; however, the work was not completed and some of the work that had been installed has deteriorated or been vandalized, and may otherwise require repair for which LV PS Village, as the successor developer, is obligated to complete.

On December 16, 2015, the City Council approved a Second Amendment to and Assignment and Assumption of the SIA with LV PS Village and Avalon Land Holdings, LLC, (the "Second Amendment"). At that time, LV PS Village had entered escrow with Avalon Land Holdings, LLC, and the bankruptcy proceedings required that the City consent to the substitution of Avalon Land Holdings, LLC, in lieu of LV PS Village as the Subdivider. However, subsequent to the City Council's action, in January 2016 LV PS Village advised the City that it had terminated escrow with Avalon Land Holdings, LLC, and had entered into escrow with a new buyer identified as Avalon 1150, LLC, contingent on securing the City Council's approval to substitute Avalon 1150, LLC, as the Subdivider. Pursuant to the terms of the sale, Avalon 1150, LLC, has agreed to assume all of the obligations of LV PS Village under the Amended SIA, and to replace the existing security with replacement bonds.

The terms of the Second Amendment remain unchanged: the City will permit Avalon 1150, LLC, a reasonable period of time in which to evaluate and repair the installed improvements and to complete the remaining work; waive and/or deem cured all defaults, if any, of LV PS Village that may have occurred under the SIA prior to the Second Amendment; and extend the time period for performance of the SIA.

Staff recommends that the City Council approve the revised Second Amendment with Avalon 1150, LLC; a copy of the Second Amendment is included as **Attachment 1**.

ENVIRONMENTAL IMPACT:

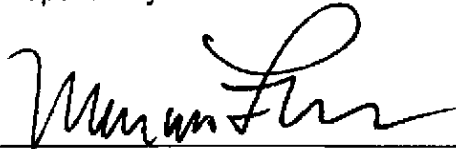
The "Avalon" or "Palm Springs Village" project, identified by Case No. 5.0982, Planned Development District (PD) 290, and Tentative Tract Map 31848, was considered a "Project" pursuant to the California Environmental Quality Act ("CEQA") Guidelines. The City, acting as Lead Agency pursuant to CEQA, prepared an Initial Study and Mitigated Negative Declaration ("MND") for the Project. On May 5, 2004, the City Council adopted Resolution No. 20920 ordering the filing of the MND. Approval of the Second Amendment to and Assignment and Assumption of the SIA for the Palm Springs Village project will facilitate completion of the Project, and is therefore consistent with the MND previously approved by the City Council, and no further action with regard to CEQA is required with this requested action.

FISCAL IMPACT:

Approval of the requested action will facilitate completion of the Project, and ultimately, construction of the 798 single family residential units and 398 multi-family residential units approved as part of the Project, leading to increased property tax and associated revenue for the City, with corresponding increased public service costs. However, with the First Amendment to the SIA, the Project is required to annex into the City's CFD 2005-1 for public safety services, which will ultimately generate a maximum of \$500 annually per residential unit (or \$598,000 annually) at build-out which will offset the City's increased costs for public safety services.

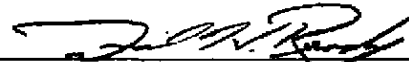
SUBMITTED:

Prepared by:



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

Approved by:



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

Attachments:

1. Second Amendment & Assignment to Original SIA

ATTACHMENT 1

WHEN RECORDED MAIL TO:

Avalon 1150, LLC
c/o Freehold Capital Management LLC
500 Boylston St, Suite 1870
Boston, MA 02116
Attention: Cascy Tischler and Jesse Baker

(Space above this line is for recorder's use)

**SECOND AMENDMENT TO AND
ASSIGNMENT AND ASSUMPTION OF
SUBDIVISION IMPROVEMENT AGREEMENT**

THIS SECOND AMENDMENT TO AND ASSIGNMENT AND ASSUMPTION OF SUBDIVISION IMPROVEMENT AGREEMENT ("**Assignment**") is made this ____ day of _____, 2016 ("**Assignment Effective Date**"), by and among LV PALM SPRINGS VILLAGE LLC, a Delaware limited liability company ("**Assignor**"), Avalon 1150, LLC, a Delaware limited liability company ("**Assignee**"), and the City of Palm Springs, a California charter city and municipal corporation ("**City**").

RECITALS

A. **Assignor**, as successor-in-interest to SunCal PSV, LLC, a Delaware limited liability company ("**SunCal**"), and the City entered into that certain Subdivision Improvement Agreement dated December 18, 2006 and recorded on February 16, 2007 as Document No. 2007-0113033 in the Official Records of Riverside County, California, and the First Amendment to Subdivision Improvement Agreement, dated October 22, 2015 (as amended, the "**Original SIA**"), a copy of which is attached hereto as **Exhibit A** and fully incorporated herein by this reference, relating to the development of the property described by Tract Map No. 31848-1 approved by the City and filed in 2006 (the "**Property**"). Initially capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Original SIA.

B. The City has continued to extend the effectiveness of the Original SIA through a series of resolutions adopted by the City Council, and the current termination date of the Original SIA is May 4, 2016.

C. As set forth in the Original SIA, **Assignor** (as successor-in-interest to SunCal), as Subdivider, has agreed to construct and install certain improvements to accommodate the development of Tract Map No. 31848-1. Pursuant to Section 4.1(a) of the Original SIA, Subdivider has provided the City with those certain bonds, a list of which is set forth on **Exhibit B** attached hereto and fully incorporated herein by this reference (collectively, the "**Existing Security Instruments**"), each as security for the **Assignor's** faithful performance of the work required under the Original SIA, including without limitation, construction of the Works of Improvement.

D. In accordance with the Original SIA, Subdivider installed, on the Property and on adjoining property subject to Tentative Tract Map 31848 (the "**Adjoining Property**", and together with the Property, collectively, "**Real Property**"), substantial components of the Works of Improvement that were originally inspected by the City (the "**Installed Improvements**"). Subsequent to installation of the Installed Improvements, work ceased on the Real Property and the Installed Improvements may have, in some cases, deteriorated or been vandalized, and may otherwise require repair.

E. Assignor, as seller, and Assignee, as buyer, have opened escrow with Fidelity National Title Insurance Company (“**Escrow Holder**”) to enable transfer of the Real Property and other tangible and intangible property from Assignor to Assignee, as more specifically described in an additional agreement between Assignor and Assignee (the “**Transfer Agreement**”) (the closing of the transaction described in the Transfer Agreement is referred to herein as the “**Close of Escrow**”).

F. Pursuant to the Transfer Agreement, Assignor has agreed, among other things, to assign the Original SIA to Assignee and Assignee has agreed, among other things, to assume the Original SIA and to replace the Existing Security Interests with the Approved Replacement Bonds (as defined below) upon the terms and conditions set forth in the Transfer Agreement.

G. Assignor desires to assign to Assignee, without representation or warranty, all of Assignor's rights, titles, interests, benefits, privileges, claims, duties, and obligations (collectively, the “**Interests**”) pursuant to, contained within and in accordance with the Original SIA, as amended hereby and, subject to receipt of the assurances and other agreements of the City set forth herein, Assignee desires to assume the Interests in accordance with the terms of this Assignment.

H. City and Assignee further desire to further amend the Original SIA as set forth herein in order to (1) permit Assignee, as Subdivider, a reasonable period of time in which to evaluate and repair the Installed Improvements and to complete the remaining Works of Improvement, (2) to waive and/or deem cured all defaults, if any, of Subdivider that may have occurred under the Original SIA prior to the Assignment Effective Date, and (3) to extend the time period for performance of the Original SIA pursuant to the provisions of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

1. Assignment and Assumption

1.1 Assignor hereby grants, transfers and assigns to Assignee all of Assignor's Interests pursuant to, under, and contained within the Original SIA, as amended by this Assignment, without recourse, representation or warranty.

1.2 Assignee hereby fully accepts the foregoing assignment and unconditionally assumes and agrees to perform, in a timely manner, all of the duties and obligations of Subdivider arising pursuant to, under or contained within the Original SIA, as amended by this Assignment (the Original SIA, as so amended, the “**SIA**”), with the same force and effect as if Assignee had initially executed the Original SIA as the Subdivider. Assignee agrees and acknowledges that, upon execution of this Assignment, Assignee shall become the Subdivider under the SIA.

1.3 The assignment of the Interests of Assignor in this Assignment is in no way intended (and in no way implies) change to any of the terms or conditions of the Transfer Agreement nor is it intended to imply that Assignor is making any warranty or representation to Assignee or that any of the improvements contemplated by the Original SIA may be accomplished or are feasible. Nothing contained in this Assignment shall modify in any way any provisions of the Transfer Agreement.

2. **Exoneration and Replacement of Existing Security Interests.** The City hereby agrees that upon (a) delivery by Assignee to City of bonds in form and substance approved by the City and fully executed

by Lexon Surety Group (the approved bonding company) and Assignee (“Approved Replacement Bonds”), and (b) satisfaction of the Release Conditions (as defined in the Supplemental Escrow Instructions attached hereto as Exhibit C and incorporated herein by this reference), including without limitation, fulfillment of the conditions to Close of Escrow under the Transfer Agreement, City shall return the Existing Security Interests to Assignor. Notwithstanding the foregoing, the City agrees that, upon request from Assignor, it shall execute and deliver a separate letter stating that Assignor, SunCal and the applicable bonding companies and/or sureties with respect to the Existing Security Interests are released and exonerated from any and all liability with respect to the Original SIA and the Existing Security Interests, which letter shall enclose and release the originals of each of the Existing Security Interests.

3. Release.

3.1 This Assignment shall constitute the City’s release and exoneration of Assignor, SunCal and their applicable bonding companies and/or sureties with respect to the Existing Security Interests and from any and all liability with respect to the Original SIA and the Existing Security Interests. After execution of this Assignment by all parties, Assignor shall have no obligation to Assignee or to the City and shall have no liability of any nature under the SIA.

3.2 In this regard, Assignee and City, each for itself and for their respective members, agents, employees, predecessors, successors, assigns, agents, and all other persons or entities who may claim through it, docs hereby release and forever discharge Assignor and its respective members, managers, officers, shareholders, partners, directors, employees, agents, lenders, attorneys, successors, assigns, and related and/or affiliated parties, from any and all manner of action, suit, lien, damage, expense (including attorneys’ fees), claim or demand of whatever nature heretofore or hereafter arising out of, related to, connected with the SIA.

3.3 In connection with the general release set forth herein, each of Assignee and City specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Each of Assignee and City knowingly and voluntarily waives the provisions of Civil Code Section 1542 and any other comparable provisions or principles of state, federal or common law and acknowledges and agrees that this waiver is an essential and material term of this Assignment and the release provisions contained herein and that, without such waiver, this Assignment would not have been entered into. Each of Assignee and City understands and acknowledges the significance and consequences of the release set forth herein and this specific waiver of Civil Code Section 1542 and all other comparable provisions or principles of state, federal law or common law.

Assignee’s Initials

City’s Initials

4. Effect of Assignment and Assumption. From and after the Assignment Effective Date, the City and Assignee agree that: (a) Assignee shall be deemed a party to the Original SIA and any reference therein to “Subdivider” shall be deemed to refer to Assignee; and (b) Assignee shall be entitled to exercise and enforce the Original SIA as if Subdivider had been a signatory to the Original SIA or a beneficiary thereunder as of the date of its original execution.

5. Amendments to Original SIA; Extensions of Time Periods for Performance. The Original SIA contains various dates for performance and the obligation for continuous performance by Subdivider following the commencement of construction of the Works of Improvement (as required by Section 2.4 of the Original SIA) that have not been met and which, due to the passage of time, are not susceptible of cure and that will not be capable of cure until such time as final development plans have been approved for the Property. To address this and to extend the time period for performance of obligations under the SIA, City and Assignee hereby agree to amend the Original SIA as set forth below.

5.1 Notwithstanding any other provision of the SIA to the contrary, the City hereby fully waives and releases Subdivider (as that term is used prior to, on and after the Assignment Effective Date) with respect to each and every default, if any, occurring prior to the Assignment Effective Date and hereby agrees that, except with respect to its duty to deliver the Approved Replacement Bonds, Subdivider shall have no obligation to perform the Works of Improvement or to carry out any other obligation under the SIA until the Revised Commencement Date.

5.2 Commencement and Completion. Notwithstanding any other provision of the SIA to the contrary:

5.2.1 The definition of "Commencement Date" as that term is used in Section 2.1 of the Original SIA shall be the date that is six (6) months following the later of (a) the Assignment Effective Date or (b) the City's approval of completed final development plans for the open space/golf course (the "**Revised Commencement Date**").

5.2.2 The "**Completion Date**" as that term is used in the Original SIA shall be the date that is two (2) years following the Revised Commencement Date, provided that if the Works of Improvement are not completed by the Completion Date, the City and Subdivider shall work in good faith to achieve completion within a reasonable time period. The foregoing shall supersede any earlier termination date approved by the City Council pursuant to one or more generally applicable resolution(s) extending the dates of subdivision improvement agreements in the City.

5.3 Extension of Deferred or Assigned Obligations. City and Assignee hereby agree with respect to the provisions of Section 1.2(a) of the Original SIA:

5.3.1 The time period for performance by Subdivider of the Obligation pursuant to Section 1.2(a) of the Original SIA has passed, and accordingly, as further described therein, City hereby: (a) agrees that City has or hereby does assume the Obligation, which is hereby deemed to be transferred to the City, (b) releases Subdivider from any requirement to construct the Obligation, to enter into negotiations and coordinate with RCFC in connection therewith or to have made a payment of the Deposit prior to the Assignment Effective Date.

5.3.2 Notwithstanding any other provision of Section 1.2(a) to the contrary: (a) the Deposit to be paid by Subdivider to the City shall be due and payable upon issuance by the City of the first residential building permit upon a lot within Tract Map No. 31848-1 (and as a condition thereto) or upon such earlier date as physical construction of the CV Link by RCFC or the City commences.

5.3.3 The City's right to construct the assigned Obligation shall be extended to the date that is ten (10) years from the date of the payment of the Deposit by Subdivider to City, or to any agreed extension of time thereof (the "Obligation Date"), and if not completed by the Obligation Date, shall be returned to the Home Owners Association or other non-profit mutual benefit corporation established for the residents within Tract Map No. 31848-1.

6. Effect of Assignment on Interpretation of SIA.

6.1 Interpretation of SIA. The City and Assignee hereby acknowledge and agree that, from and after the Assignment Effective Date, certain rights, duties and obligations under the SIA shall be interpreted as follows:

6.1.1 Assignee shall be responsible only for the accuracy and satisfaction of those obligations, representations and warranties of the Subdivider arising from and after the Assignment Effective Date; and

6.1.2 Components of the Installed Improvements may have deteriorated, been vandalized, or otherwise require repair (such components, "Damaged Components"). City agrees to cooperate with Assignee and to permit repair and replacement of Damaged Components of the Works of Improvement rather than complete removal and reinstallation thereof where feasible, provided that Assignee acknowledges and agrees that City shall have all the rights of inspection and acceptance of improvements set forth in the SIA.

6.1.3 City acknowledges that (a) Assignee is entering into this Assignment in reliance upon the agreements of City contained in Section 5 of this Assignment to waive defaults and extend the time period for performance by Assignee, and (b) City hereby waives and hereafter shall be estopped from pursuing any rights or remedies against Subdivider (as that term is used prior to, on and after the Assignment Effective Date) in connection with any alleged breach of the SIA prior to the Assignment Effective Date.

6.1.4 Notices, Demands and Communications to Subdivider from and after the Assignment Effective Date shall go to Assignee as indicated below:

Avalon 1150, LLC
c/o Freehold Capital Management LLC
500 Boylston St, Suite 1870
Boston, MA 02116
Attention: Casey Tischer and Jesse Baker
Phone: (617) 221-8405
E-mail: ct@freeholdcm.com, jrb@freeholdcm.com

With a copy to:

Lubin Olson & Niewiadomski LLP
600 Montgomery Street, 14th Floor
San Francisco, CA 94111
Attention: Mark Lubin
Phone: (415) 981-0550

Email: mlubin@lubinolson.com

and with a copy to:

Armbruster Goldsmith & Delvac LLLP
11611 San Vicente Blvd., Suite 900
Los Angeles, CA 90049
Attention: Amy Freilich
Phone: (310) 209-8800
Email: amy@agd-landuse.com

6.1.5 Terms; No Other Changes. Unless otherwise expressly indicated herein, all references in Original SIA and in this Assignment to "this Agreement" or the "SIA" shall mean and refer to the Original SIA as modified by this Assignment and other than the amendments and changes herein, all provisions of the Original SIA remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of the Original SIA and this Assignment, the terms of this Assignment shall control.

7. Miscellaneous Provisions.

7.1 Effectiveness. Notwithstanding anything to the contrary contained in this Assignment, this Assignment shall be null and void, *ab initio*, if the Close of Escrow for the sale of the Real Property to Assignee pursuant to the terms and conditions of the Transfer Agreement fails to occur on or before the Outside Closing Date (as defined in the Transfer Agreement), as the Outside Closing Date may be extended pursuant to the express terms of the Transfer Agreement.

7.2 Entire Agreement. This Assignment, together with the Original SIA, constitutes the entire agreement between the parties in regards to the subject matter contained herein.

7.3 Recitals. The Recitals above are incorporated herein by reference.

7.4 Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California.

7.5 Interpretation. All of the parties hereto have been represented by legal counsel of their choice are not relying on any statement of the other party in entering herein. Each party has cooperated and participated in the drafting and the preparation of this Assignment. Hence, in any construction to be made of this Assignment, no ambiguity shall be resolved against any party by virtue of that party's participation in the drafting of this Assignment.

7.6 Severability. If any provision, section, paragraph, clause or sentence in this Assignment is declared to be illegal, void, invalid, or unenforceable by a court or other authority with jurisdiction thereof, the remaining provisions, paragraphs, clauses, and sentences shall be severable and shall remain in full force and effect. The parties agree that a void or invalid paragraph, clause or provision shall not affect the validity or enforceability of the remaining provisions of this Assignment.

7.7 Counterparts. This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

7.8 Survival. All representations, warranties, covenants and agreements made by the parties hereunder shall be considered to have been relied upon by the parties and shall survive the execution, delivery and performance of this Assignment and all other documents contemplated herein.

7.9 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of Assignor and the City and shall be binding upon and inure to the benefit of all successors and assigns to Assignee's right, title and interest in and to the Property.

7.10 Amendment.

7.10.1 Any amendment to Section 1 of this Assignment shall not be binding unless in writing and executed by Assignor and Assignee but shall not require execution by the City.

7.10.2 Any amendment to Sections 4, 5 and/or 6 of this Assignment shall be effective if executed by the City and Assignee, as Subdivider under the SIA, or any subsequent Subdivider, but shall not require execution by Assignor.

7.10.3 Any amendment to Sections 2, 3 and/or Section 6 of this Assignment shall require execution of (1) Assignor, (2) Assignee, as Subdivider under the SIA, or any subsequent Subdivider, and (3) the City.

7.11 Additional Documents. Each of the parties shall each execute and deliver to the other parties, upon demand, such further documents, and shall take such further actions as are necessary or desirable to effectuate the intent and purposes of this Assignment.

7.12 Authority. The persons signing below represent that they have the authority to bind their respective party, and that all necessary board of directors', shareholders', partners', agency's or other approvals have been obtained.

Signatures on following pages

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first written above.

"ASSIGNOR"

LV PALM SPRINGS VILLAGE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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 [_____]]
County of [_____]]

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, 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 _____

(Seal)

[Signature Continues on Following Page]

"ASSIGNEE"

AVALON 1150, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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 [_____]]
County of [_____]]

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, 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 _____

(Seal)

“CITY”

**CITY OF PALM SPRINGS, a California
charter city and municipal corporation**

ATTEST:

By:

David H. Ready,
City Manager

BY: _____
James Thompson,
City Clerk

APPROVED AS TO FORM:

BY: _____
Doug Holland
City Attorney

Exhibit A

Original Subdivision Improvement Agreement, including First Amendment thereto
[attached]

DOC # 2007-0113033

02/16/2007 08:00A Fee:NC

Page 1 of 41

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
CITY OF PALM SPRINGS



AND WHEN RECORDED MAIL TO:

City of Palm Springs
P. O. Box 2743
Palm Springs, CA 92263

Attn: Office of the City Clerk

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Filing fee EXEMPT per Government Code 6103

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF PALM SPRINGS

and

A5393

SUNCAL PSV, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 18th day of December, 2006, by and between the CITY OF PALM SPRINGS, a California charter city ("CITY"), and SUNCAL PSV, 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. 31848-1 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 "A" through "C" for street and public utility purposes; easements for public utility and sewer purposes with right of ingress and egress for service and emergency vehicles and personnel over Lots "D" through "T" (private streets), as shown on the map; easements for public utility and sewer purposes (shown as "10' PUE") along and adjacent to Lots "D" through "T" (private streets), as shown on the map; easements for sidewalk, public utility, and sewer purposes over Lots "U" through "Z" and Lots "AA" through "AH", as shown on the map; easements for storm drain purposes over Lots "X", "AA", "AF", and "AJ", as shown on the map; and City desires to accept the public dedication as shown on the final map, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City and City has approved plans and specifications 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 \$17,385,000.00.

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

1.2(a) Deferred or Assigned Obligation. Subdivider has requested (1) deferral, or (2) transfer and assignment to City, Subdivider's obligation to construct a 12 feet wide combination sidewalk and bicycle path along the northerly frontage of the Sunrise Parkway within Tract Map No. 31848-1, as required by Engineering Condition #86 of the Tentative Map, as shown on Exhibit "B", (hereafter "Obligation"). Subdivider's request is based on the lack of a sufficiently wide parkway in which to construct the required improvement and install adequate landscaping. City has agreed to either (1) defer the Obligation, or (2) accept assignment of the Obligation, to be performed by the City in the future. Construction of the deferred Obligation by Subdivider, or construction of the assigned Obligation by City, shall be completed at such time as the City and the Riverside County Flood Control and Water Conservation District (RCFC) have entered into a Joint Use and Cooperative Agreement, or other legally acceptable agreement, for the development of recreational amenities and improvements for use by the general public along RCFC flood control levees within RCFC easements and rights-of-way in the City. Concurrently with the execution of this Agreement, a Security Instrument securing Subdivider's faithful performance of the deferred Obligation, (hereafter "Obligation Security"), in the amount of \$698,544.00, equal to 100% of the City's estimated future cost to construct the Obligation, shall be submitted.

Subdivider hereby agrees to initiate efforts with RCFC on preparation of a draft Joint Use and Cooperative Agreement by which the Obligation may be constructed by Subdivider or City. Subdivider shall make every reasonable effort to coordinate with RCFC such that construction of the deferred Obligation by Subdivider is completed within five (5) years, (hereafter "Deferred Deadline").

In the event Subdivider has not completed construction of the deferred Obligation by the Deferred Deadline, Subdivider hereby agrees to deposit with the City the sum of \$698,544.00 (hereafter "Deposit"), and City agrees to release and return to Subdivider

the Obligation Security. As a condition of City's acceptance of the assigned Obligation from Subdivider, Subdivider acknowledges City's right to construct the assigned Obligation at its discretion, not to exceed ten (10) years after the date of this Agreement, and hereby waives any rights Subdivider may have pursuant to law with regard to the City's timely expenditure of the Deposit. City agrees to construct the assigned Obligation within ten (10) years of the date of this Agreement, unless such time is extended upon mutual agreement by the Subdivider and City. If the City determines that construction of the assigned Obligation is not feasible along the RCFC flood control levee, the City may use the Deposit for construction of public improvements of any kind that City determines, in its sole discretion, will benefit the residents within Tract Map No. 31848-1. If the assigned Obligation, or an alternative public improvement determined by the City, has not been completed by the City within ten (10) years of the date of this Agreement, or any agreed extension of time thereof, the City shall return the Deposit to the Home Owners Association or other non profit mutual benefit corporation established for the residents within Tract Map No. 31848-1, for their use as they may determine. No interest shall accrue on the Deposit otherwise due. In the event City is unable to return the Deposit to a Home Owners Association or other non profit mutual benefit corporation established for the residents within Tract Map No. 31848-1, or none has been established or exists, City shall have the right to retain the Deposit, which shall be used by City at its discretion.

In acknowledgement of Subdivider's waiver of rights, if any, with regard to the Deposit required herein, Subdivider has initialed its acceptance of the conditions of the deferred or assigned Obligation hereafter:

SUNCAL PSV, LLC, 

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 \$17,385,000.00 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 \$8,692,500.00 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 \$60,000.00 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 \$2,607,750.00 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 James Thompson, City Clerk
By David H. Ready David H. Ready, City Manager

STANDARD FORM CITY ATTORNEY APPROVED AGREEMENT
RECOMMENDED BY:

David Barakian
David Barakian, City Engineer

APPROVED BY CITY COUNCIL
04/21/18 12:00 PM AG393

SUBDIVIDER:

SUNCAL PSV, 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: Bruce V. Cook
Signature (notarized)

By: _____
Signature (notarized)

Name: Bruce V. Cook

Name: _____

Title: General Counsel

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:

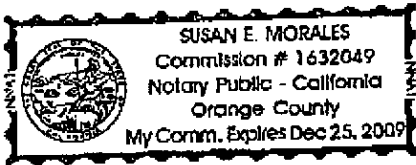
SunCal Companies
74-130 Country Club Drive, Suite 101
Palm Desert, CA 92260

CALIFORNIA ALL - PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On November 13, 2006 before me, Susan E. Morales/Notary Public
NAME, TITLE OF OFFICER
personally appeared Bruce V. Cook
NAME OF SIGNER(S)

Personally known to me - or - Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/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.



WITNESS my hand and official seal.

Susan E. Morales
(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL/OWNER
- CORPORATE OFFICER

Subdivision Improvement Agreement

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

13
NUMBER OF PAGES

MANAGING MEMBER

GENERAL COUNSEL

11/13/06
DATE OF DOCUMENT

OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SunCal PSV, LLC

EXHIBIT "A"

TRACT MAP 31848-1 LEGAL DESCRIPTION

Tract Map No. 31848-1, as recorded in Map Book _____, Pages _____ through _____ inclusive,
records of Riverside County, California.

*15 other pages to be
completed at*

EXHIBIT "B"

TENTATIVE TRACT MAP 31848-1 CONDITIONS OF APPROVAL

EXHIBIT B

Case No. 5.0982-GPA-PD-290, Tentative Tract Map 31848

Palm Springs Village, McCormic Consolidated / TransWest Housing

May 5, 2004 (Rev 5/20/04)

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 and Zoning, the Chief of Police, the Fire Chief or their designee, depending on which department recommended the condition.

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

PROJECT SPECIFIC CONDITIONS

Administrative

1. The proposed development of the premises shall conform to all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, or any other City Codes, ordinances and resolutions which supplement the zoning district regulations.
2. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.0982-PD-290, TTM 31848. The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
3. That the property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation sidewalks, bikeways, 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. The PS Village HOA shall be responsible for the maintenance of both sides of the Sunrise Parkway. This condition shall be included in the recorded covenant agreement for the property if required by the City, and shall be required in the CC&Rs.

4. The project is located in an area defined as having an impact on fish and wildlife as defined in Section 711.4 of the Fish and Game Code; therefore a fee of \$1,314.00 plus an administrative fee of \$50.00 shall be submitted by the applicant in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to Council action on the project. This fee shall be submitted by the City to the County Clerk with the Notice of Determination.
5. Prior to issuance of a grading permit, Fringe Toed Lizard Mitigation fees shall be submitted to CVAG.
6. This project shall be subject to Chapters 2.24 and 3.37 of the Municipal Code regarding public art. The project shall either provide public art or payment of an in lieu fee. In the case of the in-lieu fee, the fee shall be based upon the total building permit valuation as calculated pursuant to the valuation table in the Uniform Building Code, the fee being 1/2% for commercial 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.
7. Pursuant to Park Fee Ordinance No. 1632 and in accordance with Government Code Section 66477 (Quimby Act), all residential development shall be required to contribute to mitigate park and recreation impacts such that, prior to issuance of residential building permits, a parkland fee or dedication shall be made. Accordingly, all residential development shall be subject to parkland dedication requirements and/or park improvement fees. The parkland mitigation amount shall be based upon the cost to acquire and fully improve parkland. Dedication of the 7.55-acre park site shall be made prior to issuance of the first grading permits.

Environmental Assessment

8. The mitigation measures of the environmental assessment shall apply and shall be incorporated into the final plans, prior to issuance of permits. The applicant has submitted a signed statement agreeing to the mitigation measures.

CC&R's

9. 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 and Zoning for approval in a form to be approved by the City Attorney, to be recorded prior to approval of a final map. The CC&R's shall be enforceable by the City, shall not be amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances.

10. The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$2500, for the review of the CC&R's by the City Attorney. A \$250 filing fee, or other fee in effect at the time of submission of the CC&Rs, shall also be paid to the City Planning Department for administrative review purposes.
11. The CC&R's shall have a disclosure statement regarding the location of the project relative to roadway noise, aircraft noise and the widening of Sunrise Parkway in the future. Said disclosure shall inform perspective buyers about traffic, an active recreation park-site and lighted playing fields, noise due to Sunrise Parkway, Indian Canyon Drive, San Rafael Drive and the Palm Springs International Airport, aircraft, and other activities which may occur in this area.
 - a. Prior to issuance of a building permit, the applicant must provide a standard avigation easement and non-suit covenant in a form prescribed and approved by the City Attorney, with reference to present and future owners of the parcel.
 - b. These disclosures shall also be incorporated into a covenant to be recorded on the title of each residential parcel.

Cultural Resources

12. Prior to any ground disturbing activity, including clearing and grubbing, installation of utilities, and/or any construction related excavation, an Archaeologist qualified according to the Secretary of the Interior's Standards and Guidelines, shall be employed to survey the area for the presence of cultural resources identifiable on the ground surface.
 - a. Given that portions of the project area are within an alluvial formation, the possibility of buried resources is increased. A Native American Monitor shall be present during all ground-disturbing activities.
 - b. Experience has shown that there is always a possibility of buried cultural resources in a project area. Given that, a Native American Monitor(s) shall be present during all ground disturbing activities including clearing and grubbing, excavation, burial of utilities, planting of rooted plants, etc. Contact the Agua Caliente Band of Cahuilla Indian Cultural Office for additional information on the use and availability of Cultural Resource Monitors. Should buried cultural deposits be encountered, the Monitor shall contact the Director of Planning and Zoning and after the consultation the Director shall have the authority to halt destructive construction and shall notify a Qualified Archaeologist to investigate and, if necessary, the Qualified Archaeologist shall prepare a treatment plan for submission to the State Historic Preservation Officer and Agua Caliente Cultural Resource Coordinator for approval.
 - c. Two copies of any cultural resource documentation generated in connection with this project, including reports of investigations, record search results and site records/updates shall be forwarded to the Tribal Planning, Building, and Engineering Department and one copy to the City Planning and Zoning Department prior to final inspection.

Final Design

13. Final landscaping, irrigation, exterior lighting, and fencing plans shall be submitted for approval by the Department of Planning and Zoning prior to issuance of a building permit. Landscape plans shall be approved by the Riverside County Agricultural Commissioner's Office prior to submittal.
14. The final development plans shall be submitted in accordance with Section 9403.00 of the Zoning Ordinance. Final development plans shall include site plans, building elevations, floor plans, roof plans, landscape plans, irrigation plans, wall and fence plans, exterior lighting plans, sign program, mitigation monitoring program, site cross sections, property development standards and other such documents as required by the Planning Commission. Final development plans shall be submitted within two (2) years of the City Council approval of the preliminary planned development district.
15. An exterior lighting plan for the clubhouse parking lot, in accordance with Zoning Ordinance Section 93.21.00, Outdoor Lighting Standards, shall be submitted for review and approval by the Director of Planning & Zoning prior to the issuance of building permits. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be submitted for approval prior to issuance of a building permit. If lights are proposed to be mounted on buildings, down-lights shall be utilized.
16. Two story units shall be not be located within 200' of the on the project perimeter,
with the exception that they may be on the second row of lots south of Sunrise Parkway.
17. Project property development standards:

Single Family standards -	
Building Height:	18' - 24'
Front Setback:	
Residence	5'
Side loaded garage	5'
Front loaded garage	20'
Side setback:	5' (with some zero lot line units)
Rear setback:	15'

Multi-Family Parcels "A" and "B"	R-3 zone property development standards
Exceptions:	45% open space required
Building height:	25'
18. The Design Review Committee makes the following design recommendations:
 - a. Provide a view fence to the golf course on Indian Avenue.

- b. Meander walls on Indian Avenue and adjacent to all other public roadways. This shall be reviewed by the Design Review Committee as part of Final PD plans.
 - c. Add trees to both sides of the sidewalks, where sidewalks meander, except where conflicts with underground utilities would result.
 - d. Sidewalks and bikeways should be provided on both sides of Sunrise Parkway.
 - e. Add additional trees to the median and landscape area at the Caballeros Road entry.
 - f. Landscape shall be desert landscape, lush but efficient, with low watering requirements. Limit turf to active recreation areas only. Pull turf away from streets, sidewalks and bikeways where possible.
 - g. Architecture must be high quality and well designed. The proposed project architecture is not approved. Restudy the architecture, provide a variety of architectural styles and products and consider the climate and location of the project.
 - h. Include decorative paving, in all driveway areas in multi-family parcels, in order to meet the overall 65% minimum open space requirement, or otherwise demonstrate compliance with the minimum 65% requirement. Minimum open space of 45% is required for Parcels "A" and "B".
19. The lots which back to existing residences on Via San Dimas, shall be redesigned and widened to match the existing lot widths of the subdivision located to the south.

GENERAL CONDITIONS/CODE REQUIREMENTS

20. The project is subject to the City of Palm Springs Water Efficient Landscape Ordinance. The applicant shall submit an application for Final Landscape Document Package to the Director of Planning and Zoning for review and approval prior to the issuance of a building permit. Refer to Chapter 8.60 of the Municipal Code for specific requirements.
21. Prior to issuance of a grading permit, a Fugitive Dust and Erosion Control Plan shall be submitted and approved by the Building Official. Refer to Chapter 8.50 of the Municipal Code for specific requirements.
22. The grading plan shall show the disposition of all cut and fill materials. Limits of site disturbance shall be shown and all disturbed areas shall be fully restored or landscaped.
23. Separate architectural approval and permits shall be required for all signs. A detailed sign program shall be submitted for review and approval by the Planning Commission, prior to issuance of building permits.

24. All roof mounted mechanical equipment shall be screened from all possible vantage points both existing and future per Section 9303.00 of the Zoning Ordinance. The screening shall be considered as an element of the overall design and must blend with the architectural design of the building(s). The exterior elevations and roof plans of the buildings shall indicate any fixtures or equipment to be located on the roof of the building, the equipment heights, and type of screening. Parapets shall be at least 6" above the equipment for the purpose of screening.
25. No exterior downspouts shall be permitted on any facade on the proposed building(s), which are visible from adjacent streets or residential and commercial areas.
26. Perimeter walls shall be designed, installed and maintained in compliance with the corner cutback requirements as required in Section 9302.00.D.
27. The design, height, texture and color of building(s), fences and walls shall be submitted for review and approval prior to issuance of building permits.
28. The street address numbering/lettering shall not exceed eight inches in height.
29. Construction of any residential unit shall meet minimum soundproofing requirements prescribed pursuant to Section 1092 and related sections of Title 25 of the California Administrative Code. Compliance shall be demonstrated to the satisfaction of the Director of Building and Safety.
30. Details of pool fencing (material and color) and equipment area shall be submitted with final landscape plan.
31. Prior to the issuance of building permits, locations of all telephone and electrical boxes must be indicated on the building plans and must be completely screened and located in the interior of the building. Electrical transformers must be located toward the interior of the project maintaining a sufficient distance from the frontage(s) of the project. Said transformer(s) must be adequately and decoratively screened.

Parking Design

32. Standard parking spaces shall be 17 feet deep by 9 feet wide; compact sized spaces shall be 15 feet deep by 8 feet wide. Handicap parking spaces shall be 18 feet deep by 9 feet wide plus a 5-foot walkway at the right side of the parking space; two (2) handicap spaces can share a common walkway. One in every eight (8) handicap accessible spaces, but not less than one (1), shall be served by an 8-foot walkway on the right side and shall be designated as "van accessible".
33. Handicapped accessibility shall be indicated on the site plan to include the location of handicapped parking spaces, the main entrance to the proposed structure and the path of travel to the main entrance. Consideration shall be

given to potential difficulties with the handicapped accessibility to the building due to the future grading plans for the property.

34. Compact and handicapped spaces shall be appropriately marked per Section 93.06.00.C.10.

35. Curbs shall be installed at a minimum of five (5) feet from face of walls, fences, buildings, or other structures. Areas that are not part of the maneuvering area shall have curbs placed at a minimum of two (2) feet from the face of walls, fences or buildings adjoining driveways.

36. Parking lot light fixtures shall align with stall striping and shall be located two to three feet from curb face.

37. Islands of not less than 9 feet in width with a minimum of 6 feet of planter shall be provided every 10 parking spaces. Additional islands may be necessary to comply with shading requirements.

38. Shading requirements for parking lot areas as set forth in Section 9306.00 of the Zoning Ordinance shall be met. Details to be provided with final landscape plan.

39. Parking stalls shall be delineated with a 4 to 6 inch double stripe - hairpin or elongated "U" design. Individual wheel stops shall be prohibited; a continuous 6" barrier curb shall provide wheel stops.

40. Concrete walks with a minimum width of two (2) feet shall be installed adjacent to end parking spaces or end spaces shall be increased to eleven (11) feet wide.

41. Tree wells shall be provided within the parking lot and shall have a planting area of six feet in diameter/width.

Waste Disposal

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

POLICE DEPARTMENT

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

BUILDING DEPARTMENT

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

FIRE

45. Street Widths: Sections B-B, private street "A" and Section C-C, Avenida Caballeros are at a minimum width where no parking will be allowed.

46. Turnarounds: The terminus of private street "A" into the Clubhouse area will require an approved turnaround.
47. Building or Complex Gate Locking Devices: Locked gate(s) shall be equipped with a KNOX key switch device or Key box. Contact the fire department at 323-8186 for a KNOX application form. (902.4 CFC)
48. Vertical Fire Apparatus Clearances: Palm Springs Fire Apparatus require an unobstructed vertical clearance of not less than 13 feet 6 inches. (902.2.2.1 CFC)
49. Road Design: Fire apparatus access roads shall be designed and constructed as all weather capable and able to support a fire truck weighing 73,000 pounds GVW. (902.2.2.2 CFC)
50. Residential fire hydrants: Residential fire hydrants shall be installed in accordance with DWA or Mission Springs Water District specifications and standards. No landscape planting, walls, or fencing are permitted within 3 feet of fire hydrants. The Fire Chief or designee may be allowed to consider subsequent information regarding the five-minute response time and change limits where fire sprinklers are required.
51. Mandatory Fire Sprinklers: Project beyond five-minute response time from the closest fire station and therefore requires an automatic Fire Sprinkler System. The developer shall fund or prepare, at the discretion of the Fire Chief, a 5-minute response study to re-evaluate response times to the subject property.

ENGINEERING

STREETS

52. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.
53. Coordinate with Sunline Transit Agency regarding required public transit facilities on or adjacent to the development. Any required public transit facilities, including bus stops, turn-outs, bus shelters and furniture, or other miscellaneous public transit improvements shall be furnished, constructed and installed in conjunction with construction of the associated street improvements.
54. Submit street improvement plans for all proposed streets (public and private) to the Engineering Division. The plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to issuance of any building permits.
55. All required off-site public street improvements (San Rafael Drive, Indian Canyon Drive, Sunrise Parkway, Indian Canyon Drive/Sunrise Parkway Traffic Signal, and Avenida Caballeros) shall be constructed prior to development that encompasses over 50% of the entire project, or equivalent to completion of construction prior to issuance of the 619th certificate of occupancy (50% of 1,237 building permits), without regard to approved phasing plans for development or as may be required adjacent to a Final Map or Maps (if the development is phased).

INDIAN CANYON DRIVE

56. Dedicate an additional 20 feet to provide the ultimate half street right-of-way width of 50 feet along the entire frontage, together with a property line - corner out-back at the southeast corner of the intersection of Indian Canyon Drive and Sunrise Parkway in accordance with City of Palm Springs Standard Drawing No. 105.
57. Construct an 8-inch curb and gutter, 38 feet east of centerline along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 200.
58. Construct a 25 feet radius curb return and spandrel at each side of the intersection of Indian Canyon Drive and the West Entrance in accordance with City of Palm Springs Standard Drawing No. 206.
- B. Construct an 8 feet wide cross gutter at the intersection of Indian Canyon Drive and the West Entrance in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
- C. Construct Type A curb ramps at each side of the intersection of Indian Canyon Drive and the West Entrance, in accordance with City of Palm Springs Standard Drawing No. 212.
- D. The West Entrance shall be restricted to right-turn ingress and egress only. The ingress and egress lanes shall have a 20 feet minimum width. Final configuration of the West Entrance shall be subject to review and approval of the City Engineer and Fire Marshall.
- E. Access to the Golf Maintenance area, or any facility proposed within the Golf Maintenance area indicated on the revised site plan for Tentative Tract Map 31848, shall be prohibited from Indian Canyon Drive, unless additional improvements to Indian Canyon Drive are provided, acceptable to the City Engineer, that restricts access into the Golf Maintenance area to right-turn ingress and egress only. If access is proposed into the Golf Maintenance area from Indian Canyon Drive, it shall be limited to the southerly portion of the site, and be subject to the review and approval of the City Engineer, and may require extension of the landscaped median south of the south property line of the Golf Maintenance area, including roadway widening and, if necessary, right-of-way acquisition as required to provide required improvements to eliminate left-turn ingress and egress into the Golf Maintenance area. Access into the Golf Maintenance area shall be provided from the West Entrance, or internally within the development, to the greatest extent possible.
59. Construct a 35 feet radius curb return and spandrel at the northeast and southeast corners of the intersection of Indian Canyon Drive and Sunrise Parkway in accordance with City of Palm Springs Standard Drawing No. 206.
60. Construct an 8 feet wide cross gutter at the intersection of Indian Canyon Drive and Sunrise Parkway with a flow line parallel with and 38 feet east of the

centerline of Indian Canyon Drive in accordance with City of Palm Springs Standard Drawing No. 200 and 206.

61. Install a nuisance water drainage system to intercept storm water runoff at the intersection of Indian Canyon Drive and Sunrise Parkway to minimize nuisance water within the cross gutter, in a manner acceptable to the City Engineer.

62. Construct a meandering, 12 feet wide combination sidewalk and bicycle path along the entire frontage. The sidewalk and bicycle path shall be meandering, as approved by the Director of Planning and Zoning, and constructed with colored Portland Cement concrete. The admixture shall be Palm Springs Tan, Desert Sand, or approved equal color by the Engineering Division.

63. Construct Type A curb ramps at the northeast and southeast corners of the intersection of Indian Canyon Drive and Sunrise Parkway, in accordance with City of Palm Springs Standard Drawing No. 212.

64. Construct a minimum pavement section of 5 inch asphalt concrete pavement over 4 inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean saw cut edge of pavement along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110 and 340. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

65. Construct a 14-foot wide curbed and landscaped median island along the entire frontage. Provide left turn pockets at Corazon Avenue and Tramview Road. The left turn pockets shall be designed in accordance with Section 405 of the current edition of the CalTrans Highway Design Manual, as approved by the City Engineer. Submit landscaping and irrigation system improvement plans for review and approval by the City Engineer and Director of Planning & Zoning.

66. Construct additional street improvements north of the intersection with the Sunrise Parkway as necessary to provide an additional south bound left-turn lane with a 225 feet long left-turn pocket and associated tapering and widening, as required and approved by the City Engineer. Acquire additional right-of-way for the City of Palm Springs, if necessary, to facilitate the intersection widening improvements.

67. The proposal for a traffic circle or roundabout at the Indian Canyon Drive and Sunrise Parkway intersection, as indicated on Tentative Tract Map 31848, is not approved.

SAN RAFAEL DRIVE (WEST OF INDIAN CANYON DRIVE)

68. Construct street improvements (asphalt pavement widening, traffic striping and related improvements) as necessary to widen the west leg of the San Rafael Drive and Indian Canyon Drive intersection, in a manner that improves intersection capacity acceptable to the City Engineer.

SAN RAFAEL DRIVE (EAST OF INDIAN CANYON DRIVE)

69. Construct an 8-inch curb and gutter, 32 feet north of centerline along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 200.

70. Construct a 12 feet wide combination sidewalk and bicycle path along the entire frontage. The sidewalk and bicycle path shall be meandering, as approved by the Director of Planning and Zoning, and constructed with colored Portland Cement concrete. The admixture shall be Palm Springs Tan, Desert Sand, or approved equal color by the Engineering Division.

71. Construct a minimum pavement section of 3 inch asphalt concrete pavement over 6 inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean saw cut edge of pavement along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110 and 330. 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.

AVENIDA CABALLEROS (PUBLIC)

- 71A. An application shall be submitted for the vacation of existing public right-of-way provided for the construction of a "future street" extending westerly of Avenida Caballeros located approximately 560 feet north of San Rafael Drive, and existing public right-of-way provided for the future westerly extension of Via San Dimas. Excess right-of-way shall be vacated to provide for a right-of-way line 30 feet west of the existing centerline of Avenida Caballeros.
- 71B. The west side of Avenida Caballeros shall be de-annexed from Parkway Maintenance District #8 and maintained by the developer's HOA. The developer shall pay fees to the City necessary to revise the Engineer's report to accomplish this de-annexation.
1. Remove the existing curb ramps, curb returns, spandrels, cross-gutters, and asphalt pavement constructed for a "future street" extending westerly of Avenida Caballeros located approximately 560 feet north of San Rafael Drive, and constructed for the future westerly extension of Via San Dimas.
 2. Construct an 8 inch curb and gutter, 20 feet west of centerline at the location of a "future street" extending westerly of Avenida Caballeros located approximately 560 feet north of San Rafael Drive, and located at the westerly extension of Via San Dimas, in accordance with City of Palm Springs Standard Drawing No. 200.
 3. Construct a 5 feet wide sidewalk behind the curb at the location of a "future street" extending westerly of Avenida Caballeros located approximately 560 feet north of San Rafael Drive, and located at the westerly extension of Via San Dimas in accordance with City of Palm Springs Standard Drawing No. 210.

4. Remove the existing barricade and make appropriate repairs and improvements necessary to construct and extend Avenida Caballeros onto the proposed development.

SUNRISE PARKWAY

76. The following recommendations regarding the construction of the Sunrise Parkway are, in some cases, inconsistent with the proposed improvements identified on Tentative Tract Map 31848, specifically as indicated in Section D-D "Sunrise Parkway" on Sheet 1. The Tentative Tract Map details regarding the Sunrise Parkway shall be considered as modified by the recommendations specified by these conditions of approval. The Sunrise Parkway shall be constructed as a Secondary Thoroughfare with a special street section consisting of 4 travel lanes and a raised, landscaped median.
77. The alignment shall be revised, or easements shall be reserved on the final map, such that minimum safe stopping site distance, in accordance with the California Highway Design Manual, is achieved for a 45 mile per hour design speed throughout those segments of the Sunrise Parkway with a proposed centerline radius of 300 feet and 500 feet. Measures to require minimum safe stopping distance shall be submitted to the City Engineer for review and approval prior to submittal of street improvement plans for the Sunrise Parkway, and/or the first Final Map prepared within the development.
78. Dedicate 50 feet to provide the ultimate half street right-of-way width of 50 feet along that portion extending from the easterly property line and through the right-of-way transition from Sunrise Way to the Sunrise Parkway.
79. Acquire additional right-of-way east of the east property line (on off-site property) as necessary to provide a full 100 feet right-of-way for the Sunrise Parkway, from the end of Sunrise Way and extending west of the east property line.
80. Dedicate 100 feet to provide the ultimate right-of-way width of 100 feet along the entire frontage, from the easterly property line to Indian Canyon Drive.
81. Construct an 8 inch curb and gutter, 32 feet each side of centerline along the entire frontage, from Indian Canyon Drive to the existing end of Sunrise Way, in accordance with City of Palm Springs Standard Drawing No. 200.
82. Construct intersection widening and curb tapers as necessary to provide separate turning lanes (east bound right-turn and west bound left-turn lanes) into the North Entrance and East Entrance, as approved by the City Engineer.
83. Construct an appropriate transition with curb tapers as necessary to transition from the northerly end of existing improvements for Sunrise Way to the Sunrise Parkway, as approved by the City Engineer. A proposal to transition from Sunrise Way to the Sunrise Parkway shall be submitted to the City Engineer for review and approval prior to submittal of street improvement plans for the Sunrise Parkway, and/or the first Final Map prepared within the development.
84. Construct a 25 feet radius curb return and spandrel at each side of the intersection of the Sunrise Parkway and the North Entrance and East Entrance in accordance with City of Palm Springs Standard Drawing No. 206.

85. Construct an 8 feet wide cross gutter at the intersection of the Sunrise Parkway and the North Entrance and East Entrance in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
86. Construct a 12 feet wide combination sidewalk and bicycle path along the both sides of the entire frontage. The sidewalk and bicycle path shall be located adjacent to curb or meandering, as approved by the Director of Planning and Zoning, and constructed with colored Portland Cement concrete. The admixture shall be Palm Springs Tan, Desert Sand, or approved equal color by the Engineering Division.
87. Construct Type A curb ramps at each side of the intersection of the Sunrise Parkway and the North Entrance and East Entrance, in accordance with City of Palm Springs Standard Drawing No. 212.
88. Construct a 14-foot wide curbed and landscaped median island along the entire frontage. Provide left turn pockets at the North and East Entrances. The left turn pockets shall be designed in accordance with Section 405 of the current edition of the Caltrans Highway Design Manual, as approved by the City Engineer. Submit landscaping and irrigation system improvement plans for review and approval by the City Engineer and Director of Planning & Zoning.
89. Construct a minimum pavement section of 3 inch asphalt concrete pavement over 6 inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to edge of proposed gutter (full width) along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110. 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.
90. Provide adequate measures for drainage of surface storm water runoff from the Sunrise Parkway into adjacent landscaped parkways. Intercept and convey runoff through catch basins and minor storm drain systems to detention basins within the landscaped parkways in order to accommodate 10-year storm water runoff, or provide other measures acceptable to the City Engineer to accommodate surface runoff along the Sunrise Parkway.

AVENIDA CABALLEROS (PRIVATE)

91. Dedicate a private street easement 61 and 66 feet wide as shown on Tentative Tract Map 31846, and an easement to the City of Palm Springs for service and emergency vehicles and personnel with right of ingress and egress over the private street.
92. Construct a wedge curb, meeting City Engineer approval, 30 feet on both sides of centerline along the entire frontage, with 25 feet radius curb returns and spandrels (where required) at intersecting on-site streets in accordance with City of Palm Springs Standard Drawing No. 206.
93. Construct 6 feet wide cross-gutters at all intersections (where required) in accordance with City of Palm Springs Standard Drawing No. 200 and 206.

94. Construct a 6 feet wide meandering sidewalk along the east side of the entire frontage from the existing northerly end of Avenida Caballeros to Street "G" in accordance with City of Palm Springs Standard Drawing No. 210.
95. Construct a 12-foot wide curbed and landscaped median island at various locations as shown on Tentative Tract Map 31848.
96. Construct a minimum pavement section of 3 inch asphalt concrete pavement over 6 inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, in accordance with City of Palm Springs Standard Drawing No. 110. 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.

ON-SITE (PRIVATE) STREET "A"

97. Dedicate a private street easement 51 feet wide as shown on Tentative Tract Map 31848, and an easement to the City of Palm Springs for service and emergency vehicles and personnel with right of ingress and egress over the private street.
98. Dedicate a 10 feet wide public utility easement along each side of the private street.
99. Construct a wedge curb, meeting City Engineer approval, 25 feet on both sides of centerline along the entire frontage, with 25 feet radius curb returns and spandrels (where required) at intersecting on-site streets in accordance with City of Palm Springs Standard Drawing No. 206.
100. Construct 6 feet wide cross-gutters at all intersections (where required) with a flow line parallel with and 25 feet from the centerline of the intersecting street in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
101. Construct a 6 feet wide sidewalk along both sides of Street "A" from the Sunrise Parkway to the gated entry in accordance with City of Palm Springs Standard Drawing No. 210.
102. Construct a 10-foot wide curbed and landscaped median island at various locations as shown on Tentative Tract Map 31848.
103. Construct a minimum pavement section of 3 inch asphalt concrete pavement over 6 inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, in accordance with City of Palm Springs Standard Drawing No. 110. 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.

ON-SITE (PRIVATE) STREETS "B" THRU "U"

104. Dedicate a private street easement 37 feet wide, and an easement to the City of Palm Springs for service and emergency vehicles and personnel with right of ingress and egress over the private streets.
105. Dedicate a 10 feet wide public utility easement along each side of the private streets.
106. Construct a wedge curb, meeting City Engineer approval, 18 feet on both sides of centerline along the entire frontage, with 25 feet radius curb returns and spandrels (where required) at intersecting on-site streets in accordance with City of Palm Springs Standard Drawing No. 206.
107. Construct 6 feet wide cross-gutters at all intersections (where required) with a flow line parallel with and 18 feet from the centerline of the intersecting street in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
108. All on-site street "knuckles" and cul-de-sac's shall be constructed in accordance with City of Palm Springs Standard Drawing No. 101 and 104.
109. All on-site streets shall have a minimum centerline radius of 130 feet.
110. Construct a minimum pavement section of 2½ inch asphalt concrete pavement over 4 inch aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, in accordance with City of Palm Springs Standard Drawing No. 110. 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

111. Connect all sanitary facilities to the City sewer system.
112. If necessary to provide public sewer service to the easterly portion of the subject property, construct an extension of the existing 15-inch public sewer main within the approved alignment for the Sunrise Parkway, extending to the required point of connection.
113. Construct an 8-inch sewer main within all on-site private streets and connect to the public sewer main as required to the existing public sewer main in Avenida Caballeros, San Rafael Drive or Sunrise Way.
114. Dedicate an easement across all private streets, for sewer purposes to the City of Palm Springs.
115. Submit sewer improvement plans prepared by a Registered Civil Engineer to the Engineering Division. The plans shall be approved by the City Engineer prior to issuance of sewer construction permits.

116. All sewer mains constructed by the developer and to become part of the City sewer system shall be televised by the developer prior to acceptance of the sewer line(s).

GRADING

117. Submit a Rough 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 Building Department 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 Building Department with current and valid Certificate(s) of Completion from AQMD for staff, that have completed the required training. For information on attending a Fugitive Dust Control Class and information on the Coachella Valley Fugitive Dust Control Handbook and related "PM10" Dust Control issues, please contact Elio Torrealba at AQMD at (909) 396-3752, or at etorrealba@AQMD.gov. A Fugitive Dust Control Plan, in conformance with the Coachella Valley Fugitive Dust Control Handbook, shall be submitted to and approved by the Building Department prior to approval of the Grading plan. The Grading Plan shall be approved by the City Engineer prior to issuance of any grading or building permits.

The first submittal of the Grading Plan shall include the following information: Copy of signed Conditions of Approval from Planning Department; Copy of Site Plan stamped approved and signed by the Planning Department; Copy of current Title Report; Copy of Soils Report; and a copy of the associated Hydrology Study/Report.
118. Drainage swales 3 feet wide and 6 inches deep shall be provided adjacent to all curbs and sidewalks to keep nuisance water from entering the adjacent streets.
119. A National Pollutant Discharge Elimination System (NPDES) storm water permit, issued from the California Regional Water Quality Control Board (Phone No. 760-346-7491) is required for the proposed development. A copy of the executed permit shall be provided to the City Engineer prior to approval of the Grading Plan.
120. In accordance with City of Palm Springs Municipal Code, Section 8.50.025 (c), a cash bond of two thousand dollars (\$2,000.00) per acre shall be posted with the City for dust control purposes associated with grading activities on the property.
121. A soils report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the soils report shall be submitted to the Building Department and to the Engineering Division prior to approval of the Grading Plan.

122. Contact the Building Department to get information regarding the preparation of the PM-10 (dust control) plan.
123. 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: 760-776-6208).

DRAINAGE

124. Accept all storm water runoff passing through and falling onto the site and conduct all storm water runoff to approved drainage structures as described in the Preliminary Hydrology Report for the "Palm Springs Village Tract Map No. 31848", prepared by Mainiero, Smith and Associates, originally dated October 16, 2003. The Hydrology Report shall be finalized to include catch basin sizing, storm drainpipe sizing, and retention/detention basin sizing calculations and other specifications for construction of required on-site storm drainage improvements.
125. Submit storm drain improvement plans for all on-site storm drainage system facilities for review and approval by the City Engineer.
126. The project is subject to flood control and drainage implementation fees and/or construction of drainage facilities in accordance with the approved Master Drainage Plan for the Palm Springs Area. The acreage drainage fee at the present time is \$6,511 per acre per Resolution No. 15189 and shall be paid prior to issuance of building permits. The developer may receive credit toward drainage acreage fees otherwise due with regard to the estimated cost of the construction of Storm Drain Line 3 Laterals 3B, 3C, and 3D. Coordination with Riverside County Flood Control District (RCFC) shall be required to determine credit for deletion of previously Master Planned storm drain facilities, and to determine that the proposed on-site storm drainage system provides an acceptable alternative to the construction of the Master Planned storm drain facilities. If required as a condition of credit for storm drainage implementation fees, a cooperative agreement between the developer, the City of Palm Springs, and RCFC shall be established to identify the specific credit for storm drainage implementation fees related to the deletion of Laterals 3B, 3C, and 3E from the Master Drainage Plan. Collection of storm drainage implementation fees shall continue to be required, however, for future construction of Master Planned storm drain facilities adjacent to the project, including Storm Drain Line 3, Lateral 3A and Lateral 3E.
127. Construct required drainage improvements, including but not limited to catch basins, storm drain lines, and outlet structures, for drainage of on-site streets into retention basins, as described in a final Hydrology Report for Tentative Tract Map 31848 as approved by the City Engineer.

128. All on-site storm drain systems shall be privately maintained by a Homeowners Association and or Golf Course owner. Provisions for maintenance of the on-site storm drain systems shall be included in Codes, Covenants and Restrictions (CC&R's) for this project and shall be provided to the City Engineer for review and approval prior to approval of the final map.

GENERAL

129. 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.
130. All proposed utility lines shall be installed underground.
131. All existing utilities shall be shown on the improvement plans. The existing and proposed service laterals shall be shown from the main line to the property line.
132. The original improvement plans prepared for the proposed development and approved by the City Engineer shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
133. In accordance with Chapter 8.04.401 of the City of Palm Springs Municipal Code, all existing overhead electrical lines of thirty-five thousand volts or less and overhead service drop conductors, and all gas, telephone, television cable service, and similar service wires or lines, which are on-site, adjacent to, and/or transecting the property, shall be installed underground unless specific restrictions are shown in General Orders 95 and 128 of the California Public Utilities Commission, and service requirements published by the utilities.

134. Nothing shall be constructed or planted in the corner cut-off area of any driveway or intersection 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.
135. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed per City of Palm Springs Standard Drawing No. 904.

MAP

136. 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 first review of the Final Map. The Final Map shall be approved by the City Council prior to issuance of building permits. In the event the Tentative Tract Map is phased into multiple Final Maps, the developer shall submit appropriate security for construction of all required off-site public street improvements with the first Final Map submitted for approval.

137. Abandonment of record easements across the property shall be performed in conjunction with or prior to approval of a final map. The easements, identified as an easement to Southern California Edison recorded December 14, 1948, in Book 1035, Page 417; and an easement to Southern California Edison recorded as Document No. 72-160821, shall be extinguished, quit-claimed, relocated or abandoned to facilitate development of the subject property. Without evidence of the abandonment of these easements, proposed individual lots encumbered by these existing record easements are rendered unbuildable, until such time as these easements are removed of record and are not an encumbrance to the affected lots.

TRAFFIC

138. The original traffic impact study titled "Palm Springs Village Planned Development District Traffic Impact Study," prepared by Endo Engineering dated September 2003 (as amended) shall be revised to address the additional access point into the development (the West Entrance) on Indian Canyon Drive. Modifications, additions and deletions to the traffic impact measures outlined in the original study (as previously amended) shall be required, as reviewed and approved by the City Engineer. The revised traffic impact study shall be submitted to the City Engineer for review and approval prior to submittal of improvement plans and/or a final map associated with the development.
139. Submit traffic striping and signage plans prepared by a California registered Civil Engineer to the Engineering Division for review and approval. All required traffic striping and signage improvements shall be completed in conjunction with required street improvements.
140. Install street name signs at each street intersection in accordance with City of Palm Springs Standard Drawing No. 620-625.
141. Furnish and install a 9500-lumen high-pressure sodium vapor safety street light with glare shield on a marbelite pole on the southwest corner of the Sunrise Parkway and the East Entrance. The developer shall coordinate with Southern California Edison for required permits and work orders necessary to provide electrical service to the street light.
142. A 30 inch "STOP" sign and standard "STOP BAR" and "STOP LEGEND" shall be installed in accordance with City of Palm Springs Standard Drawing No. 620-625 at on-site street intersections as required by the City Engineer.
143. The following mitigation measures, as determined by the report titled "Palm Springs Village Planned Development District Traffic Impact Study," prepared by Endo Engineering dated September 2003 (as amended) shall be addressed as follows:
- A. Design and install a traffic signal at the Indian Canyon Drive and Sunrise Parkway intersection. Installation of the traffic signal shall be required in conjunction with the complete extension of the Sunrise Parkway from Sunrise Way to Indian Canyon Drive; or, shall be required in conjunction with construction of the Sunrise Parkway from Indian Canyon Drive to the North Entrance and issuance of the 100th certificate of occupancy within the development. The

developer may request preparation of a Reimbursement Agreement, which may allow for reimbursement of up to 82.9% of the total cost to design and install the traffic signal. If requesting a Reimbursement Agreement, the developer shall submit a \$2,000 deposit for preparation of the Reimbursement Agreement by the City Attorney, and shall be subject to actual costs required for its preparation.

B. Install traffic striping improvements at the Avenida Caballeros and San Rafael Drive intersection to provide a south bound left-turn lane, south bound through/right-turn lane, additional west bound through lane, north bound left-turn lane, and north bound through/right-turn lane. Traffic striping shall be installed in conjunction with the extension of Avenida Caballeros through the proposed development.

C. Provide a northbound left-turn lane and northbound right-turn lane at the North Entrance and Sunrise Parkway; including a north bound stop control.

D. Provide an eastbound left-turn lane and eastbound right-turn lane at the East Entrance and Sunrise Parkway; including an east bound stop control.

E. Payment in an amount equal to 44.7% of the cost to design and install a traffic signal at the intersection of San Rafael Drive and Sunrise Way shall be made to the City. Payment shall be reimbursed to others responsible for the design and installation of the traffic signal, in accordance with the terms of a Reimbursement Agreement between the City and the responsible parties. Payment shall be made within 30 days notice to the developer.

F. Payment in an amount equal to 15.5% of the estimated cost to construct an additional southbound left-turn lane at the Sunrise Way and Vista Chino intersection shall be made to the City. An engineer's estimate for the construction of the required improvement shall be submitted to the City Engineer for review and approval prior to approval of a Final Map. Payment shall be made prior to issuance of a certificate of occupancy.

G. Payment in an amount equal to 11.0% of the cost to construct an additional northbound right-turn lane and southbound left-turn lane at the Farrell Drive and Vista Chino intersection shall be made to the City. An engineer's estimate for the construction of the required improvement shall be submitted to the City Engineer for review and approval prior to approval of a Final Map. Payment shall be made prior to issuance of a certificate of occupancy.

144. A minimum of 48 inches of sidewalk clearance shall be provided around all street furniture, fire hydrants and other aboveground facilities for ADA accessibility.
145. All damaged, destroyed, or modified pavement legends and striping associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a certificate of occupancy.
146. Construction signing, lighting and barricading shall be provided for on all projects as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with State of California, Department of Transportation, "Manual of Traffic Controls for Construction and Maintenance Work Zones" dated 1996, or subsequent additions in force at the time of construction.

This property is subject to the Transportation Uniform Mitigation Fee, which shall be paid prior to issuance of building permits.

WHEN RECORDED MAIL TO:

City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Attention: City Clerk

(Space above this line is for recorder's use)

**FIRST AMENDMENT TO
SUBDIVISION IMPROVEMENT AGREEMENT**

THIS FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT ("First Amendment") is made this 20th day of October, 2015, by and among LV PALM SPRINGS VILLAGE LLC, a Delaware limited liability company ("**Successor Subdivider**"), and the City of Palm Springs, California, a California charter city and municipal corporation ("**City**").

RECITALS

A. Successor Subdivider, as successor-in-interest to SunCal PSV, LLC, a Delaware limited liability company ("**SunCal**"), and the City entered into that certain Subdivision Improvement Agreement dated December 18, 2006, and recorded on February 16, 2007, as Document No. 2007-0113033 in the Official Records of Riverside County, California (the "**Original SIA**"), relating to the development of the property described by Tract Map No. 31848-1 approved by the City and filed in 2006, (the "**Property**"). Initially capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Original SIA.

B. The City has continued to extend the effectiveness of the Original SIA through a series of resolutions adopted by the City Council, and the last termination date of the Original SIA was May 4, 2015.

C. As set forth in the Original SIA, Successor Subdivider, (as successor-in-interest to SunCal), as Subdivider, has agreed to construct and install certain Improvements to accommodate the development of Tract Map No. 31848-1. Pursuant to Section 4.1(a) of the Original SIA, Subdivider has provided the City with those certain bonds as required pursuant to the terms of the Original SIA, each as security for the Successor Subdivider's faithful performance of the work required under the Original SIA, including without limitation, construction of the Works of Improvement (the "**Required Securities**").

D. In accordance with the Original SIA, Subdivider installed, on the Property and on adjoining property subject to Tentative Tract Map 31848 (the "**Adjoining Property**", and together with the Property, collectively, "**Real Property**"), substantial components of the Works of Improvement that were originally inspected by the City (the "**Installed Improvements**"). Subsequent to installation of the Installed Improvements, work ceased on the Real Property and the Installed Improvements may have, in some cases, deteriorated or been vandalized, and may otherwise require repair.

E. On February 18, 2015, the City Council of the City approved that certain First Amendment to and Assignment and Assumption of Subdivision Improvement Agreement, (the "SIA Assignment"), to facilitate a request by the Successor Subdivider to transfer and assign the Original SIA to FCA CA, LLC, a Delaware limited liability company, ("Assigned Subdivider"), pursuant to a proposed purchase and sale of the Property which would, among other things, have the Assigned Subdivider assume all of the obligations of the Original SIA, replace the Required Securities with replacement securities, and extended the time period for performance of the Original SIA.

F. The SIA Assignment was effective upon the close of escrow of the purchase of the Property by the Assigned Subdivider; however, by letter dated May 4, 2015, the Successor Subdivider notified City that (1) the purchase and sale of the Property to the Assigned Subdivider will no longer take place, (2) that the SIA Assignment should be disregarded as null and void, *ab initio*, (3) the Original SIA should remain the governing document between the Successor Subdivider and City, and (4) requested an extension of the time period for completion of the "Works of Improvement" set forth in Section 2.1(ii) of the Original SIA to May 4, 2016.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

1. Amendment to Original SIA; Extensions of Time Periods for Performance. The Original SIA contains various dates for performance and the obligation for continuous performance by the Subdivider following the commencement of construction of the Works of Improvement (as required by Section 2.4 of the Original SIA) that have not been met and which, due to the passage of time, are not susceptible of cure and that will not be capable of cure until such time as final development plans have been approved for the Property. To address this and to extend the time period for performance of obligations under the SIA, City and Successor Subdivider hereby agree to amend the Original SIA as set forth below.

1.1 Commencement and Completion. The "Completion Date" as that term is used in the Original SIA shall hereby be retroactively extended from May 4, 2015, to May 4, 2016.

2. Amendment to Original SIA; Community Facilities District. Section 1.2 of the Original SIA references other obligations as identified in conditions of approval associated with the Tentative Map for Tract Map No. 31848-1, as otherwise identified on Exhibit "B" to the Original SIA. As a condition of the City's approval of this First Amendment to the Original SIA, the Successor Subdivider hereby agrees to incorporate a new condition of approval requiring Successor Subdivider's consent to the legal annexation of the Property into the City's Community Facilities District No. 2005-1 (Public Safety Services) upon request by the City, and accordingly to amend the Original SIA as set forth below.

2.1 Section 1.2(b) is hereby added to the Original SIA to read as follows:

1.2(b) Annexation to Community Facilities District (CFD) No. 2005-1 (Public Safety Services). Successor Subdivider agrees to support annexation of the Property into Community Facilities District (CFD) No. 2005-1 (Public Safety Services). Successor Subdivider further agrees to waive any right of protest or contest such annexation, provided that the amount of any assessment for any single family dwelling unit (or the equivalency

thereof when applied to multiple family, commercial or industrial) shall not exceed \$500 annually per dwelling unit or dwelling unit equivalency unit, subject to an annual consumer price index escalator. Upon request by City, Successor Subdivider shall execute and return all necessary waivers, ballots and other forms required by City to facilitate annexation of the Property into CFD No. 2005-1.

3. Effect of Amendment on Interpretation of SIA.

3.1 Terms: No Other Changes. Unless otherwise expressly indicated herein, all references in Original SIA and in this First Amendment to "this Agreement" or the "SIA" shall mean and refer to the Original SIA as modified by this First Amendment and other than the amendments and changes herein, all provisions of the Original SIA remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of the Original SIA and this First Amendment, the terms of the Original SIA shall control.

4. Miscellaneous Provisions.

4.1 Effectiveness. Notwithstanding anything to the contrary contained in this Assignment, this Assignment shall be null and void, ab initio, if the Close of Escrow for the sale of the Real Property to Assignor pursuant to the terms and conditions of the Transfer Agreement fails to occur on or before the Outside Closing Date (as defined in the Transfer Agreement).

4.2 Entire Agreement. This First Amendment, together with the Original SIA, constitutes the entire agreement between the parties in regards to the subject matter contained herein.

4.3 Recitals. The Recitals above are incorporated herein by reference.

4.4 Governing Law. This First Amendment shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California.

4.5 Interpretation. All of the parties hereto have been represented by legal counsel of their choice are not relying on any statement of the other party in entering herein. Each party has cooperated and participated in the drafting and the preparation of this First Amendment. Hence, in any construction to be made of this First Amendment, no ambiguity shall be resolved against any party by virtue of that party's participation in the drafting of this First Amendment.

4.6 Severability. If any provision, section, paragraph, clause or sentence in this First Amendment is declared to be illegal, void, invalid, or unenforceable by a court or other authority with jurisdiction thereof, the remaining provisions, paragraphs, clauses, and sentences shall be severable and shall remain in full force and effect. The parties agree that a void or invalid paragraph, clause or provision shall not affect the validity or enforceability of the remaining provisions of this First Amendment.

4.7 Counterparts. This First Amendment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

4.8 Survival. All representations, warranties, covenants and agreements made by the parties hereunder shall be considered to have been relied upon by the parties and shall survive the execution, delivery and performance of this First Amendment and all other documents contemplated herein.

4.9 Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of Successor Subdivider and the City and shall be binding upon and inure to the benefit of all successors and assigns to Successor Subdivider's right, title and interest in and to the Property.

4.10 Amendment. Any amendment to this First Amendment shall not be binding unless in writing and executed by Successor Subdivider and the City.

4.11 Additional Documents. Each of the parties shall each execute and deliver to the other parties, upon demand, such further documents, and shall take such further actions as are necessary or desirable to effectuate the intent and purposes of this First Amendment.

4.12 Authority. The persons signing below represent that they have the authority to bind their respective party, and that all necessary board of directors', shareholders', partners', agency's or other approvals have been obtained.

[Signatures on following pages]

IN WITNESS WHEREOF, City and Successor Subdivider have executed this First Amendment as of the day and year first written above.

CITY OF PALM SPRINGS

ATTEST:

By James Thompson James Thompson, City Clerk
David H. Ready David H. Ready, City Manager

APPROVED AS TO FORM:

Doug Holland
Doug Holland, City Attorney

APPROVED BY CITY COUNCIL

6-17-15 20 A5393

"SUCCESSOR SUBDIVIDER"

LV PALM SPRINGS VILLAGE LLC,
a Delaware limited liability company

By: Jonas Stiklorius
Name: Jonas Stiklorius
Title: Authorized Signatory

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 New York
County of New York

On July 14 2015 before me, Lisa A. Phelan (here insert name and title of officer), personally appeared Jonas Stiklorius, 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 Lisa A. Phelan

(Seal)

LISA A. PHELAN
Notary Public, State of New York
Qualified in New York County
Reg No. 01PH5292618
Commission Expires November 4, 2017

ACKNOWLEDGMENT OF INSTRUMENT
(Cal. Civil Code Section 1181)

State of California)
County of Riverside) ss.
City of Palm Springs)

On October 22, 2015, before me, JAMES THOMPSON, CITY CLERK, CITY OF PALM SPRINGS CALIFORNIA, personally appeared DAVID H. READY, who I personally know is the CITY MANAGER of the CITY OF PALM SPRINGS whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his official and authorized capacity on behalf of the City of Palm Springs, a California Charter City.

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 the official seal of the City of Palm Springs, California, this 22nd day of October, 2015.



Signature: *James Thompson*
JAMES THOMPSON, CITY CLERK
City of Palm Springs, California

Title or Type of Document:
First Amendment to Subdivision Improvement Agreement
LV PALM SPRINGS VILLAGE LLC – A5393

ATTACHMENT #7

SETTLEMENT AGREEMENT & RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (the "Agreement") is entered into by and between Petitioner Citizens For Responsible Planning ("Petitioner"), Respondents City of Palm Springs and the Palm Springs City Council (the "Respondents"), and Real Parties in Interest McComic Consolidated, Transwest Housing and Palm Springs Village 309, LLC (the "Real Parties") (collectively all of the aforementioned parties are referred to as the "Parties") to terminate fully and finally all disputes arising out of, or related to, the Action defined hereinafter.

RECITALS

WHEREAS, on June 10, 2004, Petitioner filed a petition for peremptory writ of mandate and complaint for declaratory and injunctive relief in the Superior Court of California, County of Riverside, Case No. INC 043700 (the "Action") against the Respondents and Real Parties, including Cathton Holdings, Inc. (which no longer has any interest in the litigation) seeking to vacate Respondents' approval and certification of a Mitigated Negative Declaration, five General Plan Amendments, a planned unit development district and a tentative tract map in conjunction with the approval of a residential unit, park and golf course development project known as the Palm Springs Village (the "Project"); and

WHEREAS, as alleged in the Action, the Project is a proposed planned development district with 1,210 residential units on 309-acres, an 18 hole golf course on 90 acres and related developments, a 7.5 acre park site, and a tentative tract map dividing the site into 782 parcels; and

WHEREAS, the Petitioner claims in the Action that the Respondents violated the following laws: (1) the California Environmental Quality Act ("CEQA") by failing to prepare an Environmental Impact Report, (2) the open space requirements set forth by the General Plan of the City of Palm Springs (the "City") by failing to set aside adequate open space, and (3) Government Code § 66473.7 by approving the tentative tract map for the Project without requiring that the Real Parties furnish sufficient proof that sufficient water supply exists for the Project; and

WHEREAS, the Parties conducted a settlement meeting as required by Public Resources Code § 21167.8 on July 29, 2004, and all Parties hereto now wish to terminate this Action and to avoid the uncertainty and costs of a hearing on the merits of the Action, and any potential appeals therefrom, and to resolve fully and finally all disputes which may exist by and between the Parties concerning the Project.

AGREEMENT

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the foregoing recitals and the terms, conditions,


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covenants, and agreements contained herein, all Parties hereto agree as follows:

1. **Performance And Improvements By Real Parties.** Following the execution of this Agreement by Petitioner, execution by its counsel of record, and approval by the City and Real Parties, the Real Parties, upon commencement of construction of the Project, shall be obligated to perform each of the following improvements at the times set forth below:

a. **Underground Utilities.** Real Parties shall, at their sole cost and expense, relocate and underground three (3) utility poles along San Rafael Drive, adjacent to Vintage Palms. The utility poles are more specifically located on the northeast corner of Avenida Caballeros and San Rafael Drive, and are identified as being utility pole # 4183195E, and the next two consecutive poles heading east along San Rafael Drive. The under-grounding of these utility poles shall take place at the same time as other utility under-grounding along San Rafael Drive, adjacent to the Project.

b. **Reduction In Residential Units.** Real Parties agree to reduce the total number of residential units developed in the multifamily area by sixty (60) units from what was originally approved by the City. The total number of residential units in the Project shall not exceed one thousand one hundred fifty (1,150) units. This reduction of residential units shall come from the multi-family residential parcels on the Approved Plans.

c. **Golf Course Design & Construction.** Real Parties shall design and construct a golf course with desert appropriate landscaping that is substantially similar to the Desert Willows golf course. The intent is to only provide turf as needed in playable golf areas with the remainder of the golf corridors planted with water conserving desert-scape that is substantially similar to the Desert Willows golf course.

d. **Limits On Residential Front Yard Landscaping.** Each residential unit in the Project shall be restricted to using no more than fifty (50%) percent turf in the front yard, excluding driveways and walkways. Furthermore, residents will be encouraged to use desert landscaping in the Palm Springs Village CC&Rs. Landscaping outside of the front yard setback of each residential unit, including parks, pocket parks, and other community recreational areas, and the backyard of each residential unit, is not subject to this restriction.

e. **No Transitory Uses.** As approved, Real Parties represent that the Project will have no Transitory Uses, such as hotel, motel or timeshare uses.

f. **Four Lane Road On Sunrise Parkway.** As approved, Real Parties represent that Sunrise Parkway is intended to be a four lane thoroughfare comprised of two traffic lanes in each direction of travel.

g. **Project Landscaping Along Indian Canyon.** Real Parties shall landscape the west side of the Project along Indian Canyon with an undulating fence/wall and sidewalk with setbacks that reasonably complement those of similar developments on Indian Canyon from San Rafael to Vista Chino.


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h. Lot Widths Along Avenida Caballeros And Via San Dimas. As approved, Real Parties represent that the Project's residential units across from Avenida Caballeros and Via San Dimas shall have lot widths substantially similar to those in the adjacent Vintage Palms housing development ("Vintage Palms") with no more than one residential unit per lot.

i. Entrance On Avenida Caballeros. Real Parties shall take all necessary steps to ensure that the Project's entrance on Avenida Caballeros shall be a carded entrance for homeowners only.

j. Adjacent Landscaping & Infrastructure. Real Parties shall re-landscape along the east side of Avenida Caballeros, adjacent to Vintage Palms, from San Rafael north to the Palm Springs' Village homeowners' gate at their sole cost and expense to reflect similar landscaping along the west side of Avenida Caballeros. The Real Parties shall not be required to commence said re-landscaping until such time that (a) the golf course is installed and irrigated, and (b) the erection of a perimeter wall and landscaping along the west side of Avenida Caballeros.

k. Access To Recreational Facilities. Homeowners of Vintage Palms shall be offered the opportunity to purchase a membership to Palm Springs Village recreational facilities upon completion of the Project, under terms that are the same as adjacent developments.

2. **Dismissal Of Action By Petitioner.** Within five (5) days after execution of the Agreement by all Parties and approval of the same by the City, Petitioner shall file with the Court a notice of dismissal of the Action in its entirety, as to all Parties, with prejudice. Petitioner shall serve a copy of said notice of dismissal on all Parties at the time of filing with the Court and promptly notify the Parties when the Court has formally dismissed the action with prejudice. Petitioner shall take all necessary steps to ensure that the Action is forever dismissed in its entirety, as to all Parties with prejudice, at its sole cost and expense. Upon dismissal of the Action, Real Parties shall pay the Petitioner's counsel a sum not to exceed ten thousand (\$10,000.00) dollars for Petitioner counsel's reasonable attorneys' fees expended in the Action (the "Payment"). Petitioner's counsel shall provide Respondents' and Real Parties invoice(s) of all fees that Petitioner's counsel requests payment for within ten (10) days of execution of this Agreement by all Parties. Payment of Petitioner counsel's reasonable attorneys' fees, as set forth herein, shall be made by Real Parties within thirty (30) days after dismissal of the Action in the form of a check payable to Petitioner's counsel of record, Babak Naficy, Esq.

3. **No Further Objections.** In the future, Real Parties may elect to modify the content of the Project subject to the terms set forth in this Agreement, or may need further permits or authority relating to the Project or the modifications from City. Petitioner shall take no action whatsoever to contest, delay, or otherwise involve themselves in any such modifications, permits or authority, or in any way delay the approval processes connected therewith. However, nothing herein shall permit Real Parties to modify their obligations under this Agreement through the construction of additional housing units or to construct features on


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the common areas of the Project, such as decorative lakes that will substantially increase the intended water usage at the Project, provided that Petitioner shall not be permitted to object to the construction of swimming pools at the Project.

4. **Full Compensation For All Claims.** All Parties acknowledge and agree that the Real Parties performance and payments under this Agreement shall and does hereby fully and totally compensate Petitioner for all claims made in the Action and all disputed claims arising out of or related to the Action, including all claims for attorneys' fees, costs, and/or damages.

5. **General Release.** For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Petitioner does hereby release and forever discharge the "Releasees" hereunder, consisting of the Real Parties and the Respondents, their elected or appointed public officials, officers, employees, and agents, including, but not limited to, each of their associates, predecessors, successors, heirs, assignees, agents, directors, officers, employees, representatives, elected or appointed public officials, attorneys, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which Petitioner has against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date of approval of this Agreement, without limiting the generality of the foregoing, any Claims constituting, arising out of, based upon, or relating to the Action, as well as any matters, causes, or things whatsoever that were or that could have been alleged in the respective pleadings filed in said suit, or that arise out of or relate to the Action.

6. **Discovery of Different or Additional Facts.** The Petitioner acknowledges that it may hereafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are the subject of the Release set forth in Paragraph 5 of this Agreement, and expressly agrees to assume the risk of the possible discovery of additional or different facts, and Petitioner agrees that this Agreement shall be and remain effective in all respects regardless of such additional or different facts concerning the above-referenced Action and matters that arise out of or relate to the Action.

7. **Release of Unknown Claims.** The Release set forth above in Paragraph 5 of this Agreement is a release of ALL claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims which the Petitioner may have as a result of the Action, except for any action arising out of the terms of this Agreement.

8. **Waiver of Civil Code Section 1542.** Further, Petitioner expressly agrees to waive and relinquish all rights and benefits that it may have under Section 1542 of the Civil


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Code of the State of California. That section reads as follows:

" §1542. [General release; extent] A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

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9. **No Other Pending Actions.** Petitioner represents that it has not filed any complaints or charges (other than the Action referenced above) against the Released Parties with any local, state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against the Released Parties, or their predecessors, successors, heirs, assigns, employees, shareholders, officers, directors, agents, attorneys, subsidiaries, divisions or affiliated corporations or organizations, whether previously or hereafter affiliated in any manner, on behalf of Petitioner, Petitioner will request such agency or court to withdraw and dismiss the matter forthwith.

10. **Non-Admission of Liability.** The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by any party hereto, or any of its employees, or an affiliated person(s) or entity/ies, including the Respondents' and Real Parties' attorneys, all of whom have consistently taken the position that they have no liability whatsoever to Petitioner.

11. **No Assignment of Claims.** Petitioner warrants that it has made no assignment, and will make no assignment, of any claim, chose in action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

12. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and to Real Parties respective heirs, legal representatives, successors and assigns.

13. **Force Majeure.** The time period(s) specified herein for performance of the services rendered pursuant to this Agreement by Real Parties shall be reasonably extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Real Parties, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency.


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including the City.

14. **Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment. The Parties further specifically represent that prior to signing this Agreement they have conferred with their counsel to the extent desired concerning the legal effect of this Agreement.

15. **Assistance of Counsel.** The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning the terms and conditions of this Agreement.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

17. **Singular and Plural.** Whenever required by the context, as used in this Agreement the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

18. **No Third Party Beneficiaries.** No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the Parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as set forth in Paragraph 12, above.

19. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

20. **Headings.** Headings at the beginning of each section of this Agreement are solely for the convenience of the Parties and are not a substantive part of this Agreement.

21. **Ambiguity.** The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

22. **Governing Law.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles.


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23. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

24. **Modifications.** Any alteration, change, or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective.

25. **Authority To Sign.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party and to bind that party, including its members, agents and assigns, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound. As a further assurance that Petitioner's representatives support the execution of said Agreement, Petitioner agrees to provide the City with a letter of support for this Agreement signed by as many of its representatives as possible to be provided to counsel for the City no later than seven (7) days before the City Council meeting when the Agreement will be considered for approval by the City Council.

[SIGNATURE PAGE FOLLOWS]


Petitioner's Initials

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Release of Claims, on the dates set forth below.

"PETITIONER"

Dated: October 11, 2004

CITIZENS FOR RESPONSIBLE PLANNING

By: John Colin Sprang
JOHN COLIN SPRANG

"RESPONDENTS"

Dated: _____, 2004

THE CITY OF PALM SPRINGS, a municipal corporation, and the PALM SPRINGS CITY COUNCIL

By: _____
City Manager

ATTEST

By: _____
City Clerk

"REAL PARTIES"

Dated: Oct. 18, 2004

MCCOMIC CONSOLIDATED

By: Bryan Mc Linn, CEO

Dated: Oct. 18, 2004

TRANSWEST HOUSING

By: Bryan Mc Linn, CEO

Dated: Oct. 18, 2004

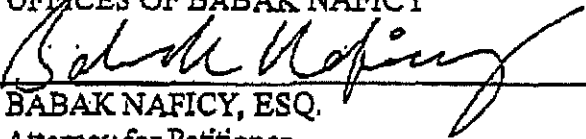
PALM SPRINGS VILLAGE 309, LLC

By: Bryan Mc Linn, manager

APPROVED AS TO FORM:

Dated: Oct 7, 2004

LAW OFFICES OF BABAK NAFICY

By: 
BABAK NAFICY, ESQ.
Attorney for Petitioner

Dated: _____, 2004

ALESHIRE & WYNDER, LLP

By: _____
DAVID ALESHIRE, ESQ.
City Attorney

Dated: Oct 18, 2004

By: 
PAUL O'BOYLE, ESQ.
Counsel for Real Parties

ATTACHMENT #8

EXCERPT OF MINUTES

At the Architectural Advisory Committee meeting of the City of Palm Springs, held July 5, 2016, the Architectural Advisory Committee took the following action:

5. FREEHOLD COMMUNITIES, LLC, FOR AN AMENDMENT TO THE ARCHITECTURAL STANDARDS, OPEN SPACE AND LANDSCAPING PLANS FOR THE AVALON DEVELOPMENT; A PREVIOUSLY APPROVED PROJECT CONSISTING OF 1,150 RESIDENTIAL UNITS, 18-HOLE GOLF COURSE, CLUBHOUSE, POOL, SPA, TENNIS COURTS, AND A PARK LOCATED ALONG THE NORTH SIDE OF SAN RAFAEL DRIVE, EAST OF NORTH INDIAN CANYON DRIVE, SOUTH OF THE WHITEWATER RIVER AND WEST OF SUNRISE WAY, ZONE PDD 290, SECTION 35 (CASE 5.0982-PD 290).

Principal Planner Robertson provided an overview of the proposed changes to the previously approved project.

Chair Fredricks clarified what the AAC will be reviewing/approving.

Member Secoy-Jensen verified:

- The number of residential units.
- Is it a gated community?
- Was the project originally gated in 2004?

BRAD SHUCKHART, Freehold Community, regional development manager, provided background information on the site and an overview of the revised plans.

COLIN LIU, Hidey Architects, provided details on the architecture and design of the development.

PAUL HADEN, C2 Collaborative Landscape Architects, provided details on the landscape plan throughout the development.

PUBLIC COMMENT:

PAUL HENDRICKSON, resides across the street, said they've had a positive relationship with the developer; however would like to make sure privacy, height restrictions and traffic issues will be addressed.

HARRY COURTWRIGHT, Palermo, board member, spoke in support of the project; however expressed concern about the height (will be surrounded on the east and north side) and traffic issues.

JIM RUSH, Four Seasons, general manager, appreciates that the developer has done the neighborhood outreach and supports the amendment.

Member Song verified the details of the clubhouse and walking paths. She asked if retail shops were considered and verified details of the streetscape.

Chair Fredricks requested clarification and/or had questions:

- The exclusive use of easements.
- Will they be fenced off?
- Will there be a continuity of fences?

Member Secoy-Jensen likes the approach of encouraging an active lifestyle and asked if bike paths were considered. She questioned if parking spaces will be available at the social gathering spaces - (street parking on private streets).

Vice-Chair Cassady asked if thought has been given to what the HOA fees will be to maintain the open-space.

Member Song requested details on the street parking and five foot setbacks on 50' and 60' lots.

Member Secoy-Jensen thinks it a creative approach and likes the references to the local architects. She believes the development could benefit from more tennis courts and thinks that a restaurant could be a great amenity. She noted that this is a windy part of the city and is something to consider with all the trees and decomposed granite.

Chair Fredricks said this is a big improvement and agreed that this is windy and dusty area. He suggested a community lap pool for a development of this size and agreed that a restaurant would be great.

Member Song expressed concern about the street parking for the 40' lots. She would like to see a massing study to understand the development standards and thinks the 3 styles for the homes may be limiting the design for the 700+ homes.

Member Secoy-Jensen requested details on the exterior wall - (can condition as part of the final landscape plan.)

Vice-Chair Cassady suggested using the Alexander's as an example for variety in the architectural elevations.

Member Purnel said this is a fresh approach for the reuse of the golf course. He likes the citrus connecting to the desert; and suggested dates as part of the orchards as a connection to the existing agriculture. He supports the restaurant and noted concern with the density of the streetscape.

ACTION: M/S/C (Song/Secoy-Jensen, 5-0-3 Lockyer, Miller, Rotman) Approve with conditions:

1. Further studies on the setback and height requirements as a block study.
2. Clarify the master developer's role for improvements (perimeter wall, view fencing) versus individual housing developer.
3. Landscape Master Plan to come back to the AAC and include the perimeter wall.

I, TERRI HINTZ, Planning Administrative Coordinator for the City of Palm Springs, hereby certify that the above action was taken by Architectural Advisory Committee of the City of Palm Springs on the 5th day of July, 2016, by the following vote:

AYES: Fredricks, Cassady, Purnel, Secoy-Jensen, Song
NOES: None
ABSENT: Lockyer, Miller, Rotman

Terri Hintz
Planning Administrative Coordinator

ATTACHMENT #9



CITY OF PALM SPRINGS
DEPARTMENT OF PLANNING SERVICES
MEMORANDUM

Date: 13 October 2016

To: Edward Robertson
Principal Planner

From: Flinn Fagg, AICP
Director of Planning Services

Subject: Added Conditions – Miralon (Case 5.0982-PD 290)

The following conditions were added by Planning Commission at the 10/13/16 Planning Commission meeting

- 1) Traffic Signal – Indian Canyon & Sunrise Way. Install the traffic signal upon issuance of permit for 100th residential unit.
- 2) Annual Monitoring Requirement – Traffic. The applicant shall be required to submit updated traffic data to the Engineering Division on an annual basis for the following intersections:
 - Sunrise Way and Four Seasons Boulevard
 - San Rafael and Avenida Caballeros
 - Indian Canyon and CorazonThe annual monitoring shall terminate upon the issuance of the final certificate of occupancy for residential structures within the development.
- 3) Right-of-Way Improvements – Avenida Caballeros. Right-of-way improvements shall be completed with other project perimeter improvements prior to the issuance of certificates of occupancy for the residential structures.
- 4) Sidewalk – Multifamily (Phase 1). Provide a temporary sidewalk along the street frontage of the Phase 1 multifamily parcel so as to provide a safe pedestrian connection for the southern trail loop.
- 5) Construction Staging. Construction staging and stacking of construction vehicles occur onsite and not on adjacent rights-of-way or in adjacent neighborhoods. The northern Sunrise Way entry gate shall be used for construction traffic.
- 6) Social Areas – Access. Provide adequate pedestrian access to the Social Areas from the nearest adjacent internal street.
- 7) Trails – Public Access. Public access to the trails shall be made available to members of the general public; this shall be provided as a public benefit in accordance with the Public Benefit Policy adopted by City Council for Planned

- Development Districts.
- 8) Trails – Clear Zone. Provide a minimum two-foot clear zone on either side of each trail path.
 - 9) Trails – Restricted Use. The trail system shall be restricted to use by pedestrians and bicycles only. Electric vehicles shall not be permitted on the trail system, but may utilize the streets within the development.
 - 10) Rear Setback – Exclusive Use Easement. Allow a 3' setback from rear property line, provided a minimum 15' setback is maintained from the outer edge of the exclusive use easement boundary.
 - 11) Rear Setback – All Other Lots. A minimum 15' rear yard setback shall be required for all lots without the exclusive use easement. The rear yard setback may be reduced to 10' when the front yard setback is increased to 15' under the following circumstances:
 - The rear yard is not located at the perimeter of the development and does not back onto existing developed residential properties outside of the development; and
 - The rear yard does not immediately abut another rear yard within the development where the rear yard setback has been reduced below 15'.
 - 12) Front Setbacks. Allow 18' setback to face of garage, allow 10' setback for habitable portion of dwelling or wall of side-loaded garage.
 - 13) Side Yard Setback. Recommend the use of an exclusive use easement for side yards, with 3' and 7' setbacks from property lines so as to maximum usable side yard space. Allow swimming pools to be built at the property line (minimum 3' setback from adjacent residence).
 - 14) Lot Coverage.
 - 40' & 45' Lots: 55%
 - 50' & 60' Lots: 50%
 - 15) Lot Coverage – Covered Patios. Covered patios, when only covered by a roof or trellis structure (not second-story habitable space), may be excluded from the lot coverage calculation.
 - 16) Second Story Area Limitations. The second story of the residence (where permitted) shall not exceed 50% of the habitable floor area of the first floor of the residence.
 - 17) Roof Decks. Roof decks shall not be permitted on one-story residences. Roof decks may be permitted for two-story residences, but shall be limited to a maximum of 400 square feet in area and shall only be permitted above the first-story level of the residence. The roof deck shall be designed so that privacy is maintained for the yard areas of abutting parcels.
 - 18) Four-Sided Architecture. Architectural detailing and materials shall be consistent on all four sides of the residence. Variations in wall planes, external expression of structural elements, shading devices, or other similar details may be employed to break up large wall plane expanses as appropriate.
 - 19) Windows – Materials. Window frame materials shall be restricted to aluminum frames only. Vinyl frame windows are prohibited.
 - 20) Exterior Door/Window Design Standards. The following standards shall be added to the Design Guidelines manual:

By design, windows and glass door openings should take

advantage of views, minimize reflectivity, solar absorption, glare and nighttime light emission and minimize overlook between residences. Large panes of glass are preferred.

In order to reinforce the connection to the outdoors, large windows with edges at or near the floor and/or ceiling, and sliding glass doors opening from main living areas are recommended.

Square or rectangular window shapes should be emphasized. Arches, circular, triangular, octagonal, or trapezoidal windows or doors are discouraged as they suggest other building types and histories not associated with "desert" architecture. One exception is trapezoidal clerestory windows that take their shape from the adjacent sloping ceiling and roof.

- 21) Window/Door Openings – Variation C Elevations. Exterior window and door openings shall have a minimum 4" recess for consistency with the design characteristics.
- 22) Exterior Finish Materials. Exterior walls should be simple, refined compositions that firmly ground the building to the site. A minimum of two and a maximum of three exterior wall materials (glazing system materials excluded) shall be used, with one material clearly dominant. Exterior finish materials shall be limited to the following:
 - Stucco – smooth or light sand finish
 - Natural or cultured stone
 - Architectural smooth face or decorative concrete block
 - Architectural composed fiber cement panels
 - Brick
 - Finished metal
 - Prohibited materials: Highly reflective or shiny metal, decorative patterned stucco, alumawood
- 23) Garage Doors. Arched windows or divided-lite windows shall be prohibited on garage doors; only those details as specified in the Design Standards manual shall be permitted. White garage doors may be acceptable if approved as part of a color scheme for the residence.
- 24) Hardscape – Driveways. The use of concrete as a driveway surface shall not exceed 75% of the overall driveway area. Decorative or pervious materials, such as pavers or crushed rock, should make up the remainder of the driveway area.
- 25) Groundcover – Single-Family Parcels/Multifamily Parcels. Due to wind conditions, decomposed granite is not recommended. Crushed rock or gravel shall be a minimum of 3/8". While "Mojave Gold" is the preferred color for rock material, other alternate colors may be appropriate as approved by the Architectural Advisory Committee (AAC).
- 26) Rear Yard Gates/Fences. Remove the kick-plate detail; applicant shall submit a color sample for rear yard view fences for review and approval by the AAC.
- 27) Mechanical Equipment. No rooftop-mounted compressors shall be permitted. Mechanical equipment may be mounted on the roof, provided the equipment is

- screened and the screening material is integrated with the architecture of the residence.
- 28) Solar. All residential units shall be outfitted with solar panels, and shall provide a minimum of 40% of the total usage capacity for the residence.
 - 29) Local Workers. The applicant, production builders and subcontractors are encouraged to hire local workers as may be possible, and to support local job training programs and efforts.
 - 30) Construction Phasing and Timing of Common Area Improvements. The project shall be developed according to the construction phasing plan submitted in conjunction with this application (Phases 1A, 1B, and 2A). Common area improvements shall be completed as follows:
 - Clubhouse: The building permit for the clubhouse facility shall be issued prior to the issuance of the building permit for the first single-family residence in Phase 1A.
 - Trail and Common Area Orchards/Landscape/Amenities: The trails and any common area landscaping and improvements within each phase of the development shall be completed prior to completion of 50% of the single-family residences within that phase of the development. The parcels for multifamily residences in Phases 1A and 2A shall be excluded from the 50% calculation and completion requirement.
 - 31) Design Guidelines – Amendment. Amendments to the adopted Design Guidelines may be processed as a Minor Amendment to an approved Planned Development, pursuant to Palm Springs Zoning Code (PSZC) Section 94.03.00(G).

ATTACHMENT #10

Flinn Fagg

From: Travis Armstrong <armstrong2000@lawnet.ucla.edu>
Sent: Thursday, September 15, 2016 9:53 AM
To: CityClerk
Subject: Miralon public comment

Planning Commissioners:

These are the remarks I had planned to deliver at the Sept. 14 hearing on Miralon.

As background, I have been the president of the Palermo HOA for the past five years. I also serve as the vice chairman of the newly formed San Rafael Neighborhood Organization. SRNO includes Miralon, Palermo, Murano, Vintage Palms, Sundance and Park San Rafael.

In terms of Palermo, our community residents seem eager to move this project along quickly. The main concern at Palermo appears to be keeping in place height restrictions on Miralon lots bordering Palermo.

Speaking for myself, I am interested if Miralon will continue to be a gated community, in light of the removal of the golf course, renewed discussion of the general plan in terms of gated communities and recent comments by elected leaders about gated communities.

I am not offering a position on whether Miralon should be gated.

Rather, again speaking for myself, if Miralon will be gated, the city should place conditions to make sure that the trails and dog park areas in this large-scale development are truly accessible, as the developer is using such access as selling points for revised approval by the city.

The present proposal before you allows for daytime access for non-residents of Miralon through the main gate on the northern side of Miralon.

It's unclear to me how much parking there will be for non-residents. And in any case, we've been told that non-residents may not even be allowed to drive into Miralon if the sole purpose of their visit is to use the trails and off-leash areas. My primary concern, though, involves active transportation.

Having just one entrance on the northern side for people on bikes or on foot limits the practical value of the trails and off-leash recreation areas for much of the public. It appears from the community meetings with Miralon that people on bikes or walking will not be allowed to enter and exit at the southern or western access points.

It's unrealistic to think many people in the adjacent communities to the south would walk - with or without their dogs - all the way to the inconvenient and faraway northern entrance on the edge of the desert. This is true even if the CV Link someday passes near this entrance.

As for biking, this single northern access point doesn't take advantage of connecting Miralon's miles of paths to the future bike paths on a reconfigured San Rafael Drive, which already has been approved. Connecting Miralon's bike paths to the new bike lanes on San Rafael also would further the city's goal of encouraging bicyclists to begin to use San Rafael over Racquet Club. It also is consistent with the overall goals of the newly adopted Sustainability Master Plan.

We've also been told San Rafael is a possible alternative route for the CV Link.

It's important to note that residents in this section of the city are underserved in general in terms of park and recreational opportunities relative to other areas of Palm Springs. This is a step to help remedy that problem.

There should be a daytime bike and pedestrian access on Miralon's southern side, if the development does remain gated.

As a former member of the Palm Springs Sustainability Commission, and now as a member of the Palm Springs Parks and Recreation Commission, I see great opportunities to increase active transportation options for city residents with a southern access point for people on bikes or who are walking.

Otherwise, Miralon's pledge to provide a public benefit to all the community through the enjoyment of its miles of trails and off-leash recreation areas is, in reality, of diminished value and should be deemed so accordingly in your deliberations.

Lastly, I want to say I support this project in general and appreciate Miralon's outreach efforts.

Sincerely,

Travis Armstrong
Palm Springs

cc: Planning Director, Planning Commission Sustainability Liaison, Miralon community representative

RECEIVED

OCT 10 2016

PLANNING SERVICES
DEPARTMENT

Dear Commissioners,

RE: Miralon.

First, let me say this letter is mostly focusing on the serious issues and concerns we hoped to have mitigated regarding Miralon. This letter comes from a community neighborhood perspective and concerns, and is personal as well as. It does **NOT**, however, address all the many **wonderful** things Freehold has planned for Miralon, which are numerous. We are very excited about their ideas and plans, and support development. Freehold has a terrific team and we like them all very much. Of the following concerns they are already aware, as we've discussed these issues with them. We applaud their ideas about the Olive groves, citrus groves, dog parks, social parks, biking, and walking paths, and especially like their idea planning to have Miralon opened to foot and bike traffic for the general public during daylight hours. These are truly forward thinking, great ideas well worth embracing.

So on to the challenges.

HEIGHT RESTRICTIONS, HEIGHT RESTRICTIONS, HEIGHT RESTRICTIONS !!!: This project MUST be looked at from a **3D** perspective due to the large high mounds and undulating topography, on this **FORMERLY FLAT** land. If you have a two story building on top of a 40' foot mound, that is the equivalent to a five or six story building. This is an invasion of privacy to surrounding property owners; it is a destruction of views; it is a **STRONG** visual density problem.

Personally, like many others, from **INSIDE** our currently private living room, master bedroom, kitchen, dining room, etc. we can see the majority of the many Miralon mounds, especially the very tall mound where the club house and facilities are planned, they're much higher than our house and other residences in the surrounding area. Obviously that means all those Miralon buildings and outdoor spaces will be looking into our private homes and backyards. We live in one of the all single story SFR homes areas. We are south of the project across San Rafael Speedway, in Park San Rafael of all single story SFR homes. With the exception of Palermo which sits way off by itself away from the single story SFRs, everything surrounding Miralon are **ALL** single story SFR private homes.

Street view drawings of the Miralon project are a great idea, but what do those same homes look out on to across the street, or what is behind them? Looking at two story, both single and multi-unit buildings, densely packed and blocking views, stealing privacy, with STRONG visual intense density is a serious problem, especially on the undulating topography. This is simply not right. To inflict that on the existing surrounding residents would simply be a serious foul. Please **ONLY SINGLE STORY**, just like neighboring Serena Park has done only single story. The Miralon developers have stated they're hoping for approval for larger foot print foundations and yard sizes to bring the previous two story buildings down to single story. While perhaps not the most ideal, that would be much preferred over two-story buildings, and for that reason we support that concept. The developer has stated they realize the market demands single story. People come to Palm Springs to escape the intensity and density, and they don't want to climb up and down stairs anymore. One cannot say enough about needs and concerns for outdoor privacy. It's an important feature people look for in Palm Springs more than most other places. That seriously effects demand, salability, and values in Palm Springs. I believe only Superman can see through tall buildings, but the rest of us cannot see or have views through tall buildings. Lateral/Horizontal density is bad enough, but add vertical density too, now that's a serious problem. Miralon simply would then never have that "resort feel" they say they want to create.

There are several of us who look at Miralon also as possible buyers, we are so excited about the project. That said, living around two story buildings, lack of privacy and blocked views, would be a huge, discouraging negative to buying in Miralon.

"Highest and Best Use": Highest and best use does not necessarily mean most densely packed-in properties. In San Francisco or Los Angeles or Manhattan you know there is no escaping that intense density. Most people come to Palm Springs in large part to ESCAPE that density and intensity, both visual density and physical density; not to come here, then stuffing themselves back into that density and intensity.

Color Palette: The recent drawings shown at the Special Study session on Sept. 28th, showed a disturbing over usage of dated 1980s Tans, Browns, and Beiges

color monotony problems. This is Palm Springs, not Palmdale. **Design Matters!**
That also means Color Palettes matter!

CV-Link: Please help the developers develop their plans for future ingress and egress to the CV-Link across from their main north entrance, and possibly their other entrance on Sunrise. Just like cities such as Portland, OR, proximity to public resources of dedicated biking, hiking, and walking, etc. paths, creates high demand and strongly support property values. In fact, in many, if not most cases, proximity to such resources can substantially increase value. They might want to consider a four way stop sign just outside their main entrance for the future purpose and safety of access to the CV-Link. We also support the CV-Link and are excited about the bike lanes also coming to San Rafael Speedway. Also please help Miralon design to secure privacy for their properties' outdoor private space which are located closest to the levee/CV-Link, for which there are many excellent and creative ways to do just that. The Four Seasons developer failed to do that and hence now has about 50 Four Seasons home owners fighting the CV-Link as a direct result of bad planning on part of the developer and the homeowners that did not do their homework and who are now freaking out. You should see some of their postings on Nextdoor... over the top sometimes. The CV-Link can be a huge positive for developers with good planning.

TRAFFIC: At the center of the posted 50-MPH [mostly used as a minimum, not maximum speed] one mile uninterrupted busy stretch of E. San Rafael Rd. at N. Avenida Caballeros, through an exclusively residential stretch, where there is an already desperately needed four-way stop sign and four-way crosswalk. Currently at that intersection there are left turn lanes for vehicles in all directions, two stop signs only for Avenida Caballeros going north and south, and zero painted crosswalks. This is about one block from Vista Del Monte Elementary School and there are many who try to cross there including; children, handicapped, elderly, those walking pets, etc. A four-way stop would be an excellent and perfect solution for everyone and cost effective too. Simply, painted crosswalks, and two more stop signs, and problem is solved.

Inclusion: Currently, as they mentioned at the special study session, the Miralon Development has set to offer membership [for a fee] to their facilities to the Vintage Palms neighborhood. Now that ONE-PS San Rafael NOrg has recently been formed, which includes both Vintage Palms and Miralon, we would like

Miralon to consider extending that offer to all residents of San Rafael NOrg. Obviously many of us are excited about the Miralon project or we would not be asking about this. We would like to be a part of this larger community as well.

The Wind: Regarding the common claims heard about the wind here in the upper west side. It's actually **WONDERFUL!** Now don't laugh... it's true... really. The wind is nowhere near the concern many make it out to be. We had a home in the center of town in the Ruth Hardy Park neighborhood for 15+ years, and we much prefer the wind we get in Park San Rafael. Our home has more exposure than most. Especially when it's hot... and it does get hot in Palm Springs, so I hear, the winds can transform it into a warm breezy paradise, especially on hot nights. Sure, on a few occasions it can get a bit overly strong, but for the most part that's not the case. Miralon's olive trees and other trees will be fine. We've had olive trees all around Park San Rafael for a long time and they do very well.

Thank you for reading,
Paul Hinrichsen and Bob Heinbaugh – ONE-PS San Rafael NOrg

Flinn Fagg

From: Roxann Ploss <riploss@gmail.com>
Sent: Monday, October 24, 2016 12:08 AM
Subject: Miralon Project

To: The Mayor and members of the City Council
From: Roxann Ploss, resident
Re: The Miralon (Avalon) Project
Subject: Planting 300 Olive trees

Dear All,

A quick look at the UC-Riverside agricultural website would seem to contradict the argument put forth at the 10/13 Planning Commission meeting that, unlike date palms, olive trees are "the only viable" food-producing option for the proposed orchard at the Miralon Project.

It is ironic to claim water as an issue (thereby nixing the suggestion of a date palm grove) when this orchard will be planted amidst a proposed 1,100 homes! But that is not the point of this letter. (Please note that, for once, I am not protesting still ANOTHER overly large project in general; I am focused on just this one specific aspect!)

Salient points:

1. The Miralon project is right in the middle of a wind corridor.
2. Olive trees are extreme producers of allergens... so much so that the desert kingdom of Jordan, a producer of olives since Biblical times has ruled against increasing the number of extant trees.
3. Other trees are AS drought resistant, less labor-intensive and much less allergenic, while still producing a marketable commodity. To name but a few desert-hardy possibilities:
 - a. Pomegranates (equally "ancient"). Once established, pomegranate trees will bear fruit even with OUT water. Also, they sell at \$2-3 apiece!
 - b. Figs.....several varieties. No allergens.
 - c. Loquats
 - d. Gogi berries (lower, less susceptible to wind, useful for many products)
 - e. Dragon fruit

The point for so many folks who came here for their health is that olive trees have caused quite a lot of discomfort to even marginally sensitive people. This is true even though the currently existing trees are far flung and usually numbering in the single digits in any single location (Ruth Hardy Park is a glaring exception). I know many people who have been tested for allergies; olive pollen draws an almost immediate reaction in most of them.

What will be the impact of 300 trees in a concentrated area, susceptible to high winds and pollen dispersal? Before deciding yes or no on the type of tree to be approved, perhaps our City Council

should consider consulting an unbiased E.N.T. or allergy specialist first. It is long past time that the physical health of residents should take precedence over the economic well-being of developers.

--
Roxann Ploss
Palm Springs, Ca.

"You cannot maintain a soul of a community if you detach it from history." Dani Dayan

ATTACHMENT # 1 1

ATTACHMENT #12

**CITY OF PALM SPRINGS
PUBLIC NOTIFICATION**




Date: November 2, 2016
Subject: Avalon Development

AFFIDAVIT OF PUBLICATION

I, Kathleen D. Hart, MMC, Chief Deputy City Clerk, of the City of Palm Springs, California, do hereby certify that a copy of the attached Notice of Public Hearing was published in the Desert Sun on October 22, 2016.

I declare under penalty of perjury that the foregoing is true and correct.




Kathleen D. Hart, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Kathleen D. Hart, MMC, Chief Deputy City Clerk, of the City of Palm Springs, California, do hereby certify that a copy of the attached Notice of Public Hearing was posted at City Hall, 3200 E. Tahquitz Canyon Drive, on the exterior legal notice posting board, and in the Office of the City Clerk on October 19, 2016.

I declare under penalty of perjury that the foregoing is true and correct.

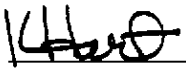


Kathleen D. Hart, MMC
Chief Deputy City Clerk

AFFIDAVIT OF MAILING

I, Kathleen D. Hart, MMC, Chief Deputy City Clerk, of the City of Palm Springs, California, do hereby certify that a copy of the attached Notice of Public Hearing was mailed to each and every person on the attached list on October 20, 2016, in a sealed envelope, with postage prepaid, and depositing same in the U.S. Mail at Palm Springs, California.
(561 notices)

I declare under penalty of perjury that the foregoing is true and correct.



Kathleen D. Hart, MMC
Chief Deputy City Clerk

NOTICE OF PUBLIC HEARING
CITY COUNCIL
CITY OF PALM SPRINGS

CASE 5.0982 – PLANNED DEVELOPMENT DISTRICT 290 AMND
A PROPOSED AMENDMENT TO THE AVALON DEVELOPMENT
LOCATED NORTH OF SAN RAFAEL ROAD, EAST OF INDIAN CANYON DRIVE,
SOUTH OF THE WHITEWATER RIVER AND WEST OF SUNRISE DRIVE.

NOTICE IS HEREBY GIVEN that the City Council of the City of Palm Springs, California, will hold a public hearing at its meeting of November 2, 2016. The City Council meeting begins at 6:00 p.m., in the Council Chamber at City Hall, 3200 East Tahquitz Canyon Way, Palm Springs.

The purpose of this hearing is to consider a request by Freehold Communities LLC (Avalon 1150) to amend the architectural design standards, open space, landscaping plans, and the clubhouse design for the Avalon development, now called Miralon ("Amended Project"). The previously-approved project consists of 752 single-family units and 398 multifamily units, an 18-hole golf course, clubhouse, spa, tennis courts, and a park. The Amended Project will convert the golf course to passive open space, and propose changes to the architectural design and development standards. No changes are proposed to the height limitations or allowable number of units. The project site is located at the north side of San Rafael Road, east of Indian Canyon Drive, south of the Whitewater River and west of Sunrise Way. The project was originally approved in 2004.

ENVIRONMENTAL DETERMINATION: A Mitigated Negative Declaration (MND), was previously adopted by City Council on May 5, 2004. An Addendum to the MND has been prepared which finds that the Amended Project will not result in any new significant environmental impacts or substantially increase the severity of previously identified significant impacts as compared to the previously approved project. Furthermore, the Addendum concludes that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent MND or Environmental Impact Report (EIR) have occurred and therefore the Addendum to the MND is appropriate to satisfy CEQA requirements for the Amended Project. Members of the public may view this document at the Planning Services Department, City Hall, between the hours of 8:00 a.m. and 6:00 p.m., Monday through Thursday.

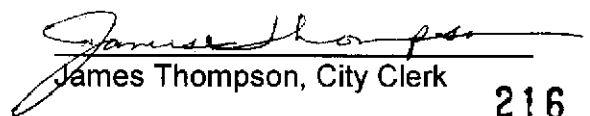
REVIEW OF PROJECT INFORMATION: The staff report and other supporting documents regarding this project are available for public review at City Hall between the hours of 8:00 a.m. and 6:00 p.m., Monday through Thursday. Please contact the Office of the City Clerk at (760) 323-8204 if you would like to schedule an appointment to review these documents.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing. Written comments may be made to the City Council by email at cityclerk@palmsprings-ca.gov, or letter (for mail or hand delivery) to:

James Thompson, City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

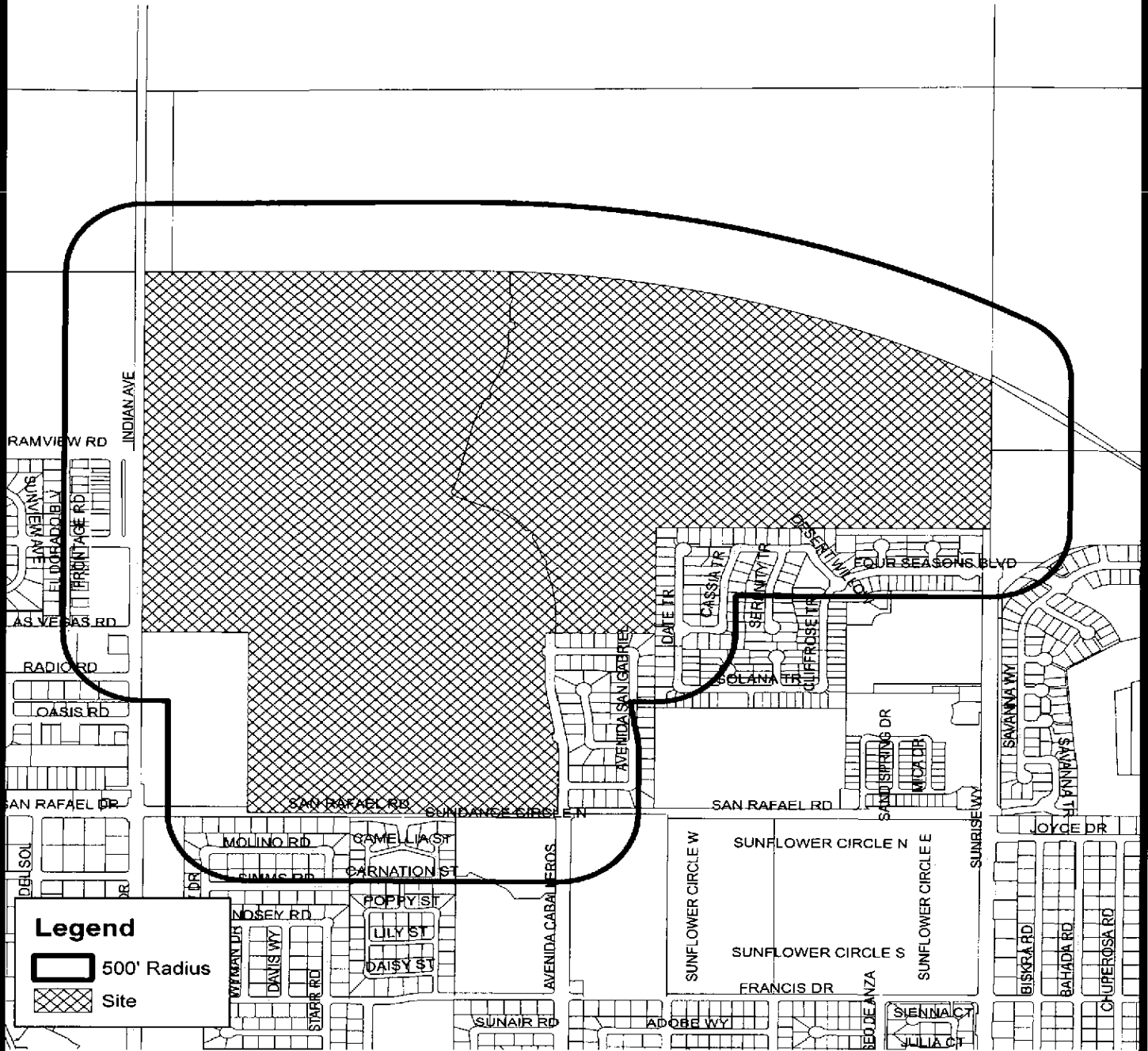
Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing. (Government Code Section 65009[b][2]). An opportunity will be given at said hearing for all interested persons to be heard. Questions regarding this case may be directed to Edward O. Robertson, Principal City Planner, at (760) 323-8245.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Palm Springs y puede hablar con Felipe Primera telefono (760) 323-8245.


James Thompson, City Clerk



Department of Planning Services Vicinity Map



CITY OF PALM SPRINGS
CASE 5.0982 – PD 290 AMND