



City Council Staff Report

Date: July 19, 2017

CONSENT CALENDAR

Subject: APPROVAL OF TRACT MAP 36725 AND A SUBDIVISION
IMPROVEMENT AGREEMENT WITH FAR WEST INDUSTRIES, A
CALIFORNIA CORPORATION

From: David H. Ready, City Manager

Initiated by: Engineering Services Department

SUMMARY:

MSA Consulting, Inc., representing Far West Industries, a California corporation, (the "Developer"), has requested approval of a final map for Tentative Tract Map 36725 to subdivide a vacant 5.2 acre parcel into 46 condominium residential units. Approval of a final map for Tentative Tract Map 36725 is a ministerial action, as required by the Municipal Code and the Subdivision Map Act. All prior discretionary actions have occurred allowing for the City's ministerial approval of the final map.

PRINCIPALS:

Chief Executive Officer – Albert O. Lissoy
President – Scott Lissoy
Chief Financial Officer/Treasurer – Albert O. Lissoy
Secretary – Scott Lissoy
Vice President – Ira Glasky

RECOMMENDATION:

Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP 36725 AND AN ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT WITH FAR WEST INDUSTRIES, A CALIFORNIA CORPORATION, FOR PROPERTY LOCATED ALONG NORTH PALM CANYON DRIVE, SOUTH OF ALVARADO ROAD AND WEST OF DE ANZA ROAD, IN SECTION 3, TOWNSHIP 3 SOUTH, RANGE 4 EAST."

ITEM NO. 1.L.

BACKGROUND:

At its meeting on December 10, 2014, the Planning Commission recommended approval of Tentative Tract Map 36725 (TTM 36725) for the subdivision of 5.2 acres into 46 condominium residential units, which was subsequently approved by the City Council, subject to conditions, on January 7, 2015. TTM 36725 is also referred to as the "Icon" project.

Subsequently, on January 7, 2015, the City Council conditionally approved TTM 36725, including the associated architectural and landscape plans for the 46-unit condominium development identified by the Major Architectural Application (Case No. 3.3742), and the combined Preliminary/Final Planned Development District (Case No. 5.1340 / PDD-370). In the Council's conditional approval of PDD-370, the Council authorized installation of gates into the development, but requested (pursuant to Planning Condition No. 26) the following specific architectural items to be referred to the Planning Commission for approval:

PLN 26. The project shall be reviewed by the Planning Commission for Architectural Review and approval prior to issuance of building permits. The Planning Commission review and approval is limited to the Palm Canyon Drive frontage, including more variety in the accessory units fronting Palm Canyon and the repetitive nature of the project's architecture, improve the effectiveness of overhangs for sun control on the large expanses of glass, review of the perimeter garden walls, functionality of the placement of the pool and HVAC equipment, more landscaping along Alvarado and De Anza Roads, shift the placement of units on lots along Palm Canyon that don't have accessory units and within the site where possible to break up the long façade of garage doors along the private streets, re-align the perimeter wall at the southwest corner of the project to give more relief to the street landscaping and bring the perimeter wall up to the units along the perimeter of the project where possible such that the units themselves provide part of the perimeter wall enclosure.

On October 13, 2016, the Developer submitted the revised Final PDD-370 pursuant to the Council's requirements identified in PLN 26. Subsequently on December 14, 2016, the Planning Commission held a regularly scheduled meeting to consider the revised Final PDD-370, but at that meeting the Planning Commission voted to deny the revised Final PDD-370, citing that the Developer had not sufficiently responded to the revisions required by the Council.

In February 2017, the Developer submitted further revisions to Final PDD-370, and on March 8 and 22, and April 12, 2017, the Planning Commission held regularly scheduled meetings to review the revised Final PDD-370 to ensure conformance to the revisions required by the Council.

On April 12, 2017, the Planning Commission voted 7-0 to approve the revised Final PDD-370; the Planning Commission's action on April 12, 2017, was a final action and secured all discretionary entitlements for the project.

Pursuant to the conditions of approval, the Developer has offered for dedication to the City of Palm Springs the following public rights-of-way:

- An easement for public utility purposes, easements shown as “PSE” (Private Street Easement); and sewer purposes, for public utility with right of ingress and egress of service and emergency vehicles and personnel.
- An easement for public utility purposes shown on map as “5’ PUE” for public utility and sewer purposes

Construction of required public improvements associated with Tract Map 36725 has not been completed; an engineer’s estimate of the cost of the public improvements to be completed is \$3,100,000. In accordance with Section 66462 of the California Government Code, the Developer has requested that the City enter into a Subdivision Improvement Agreement securing the cost of those improvements to be completed to the City’s satisfaction. A copy of the Subdivision Improvement Agreement with associated securities is included in **Attachment 3**.

The City Engineer has determined that required conditions of approval associated with TTM 36725 have been satisfied, that Tract Map 36725 is in substantial conformance with the approved Tentative Tract Map, and that Tract Map 36725 is ready for City Council approval.

ENVIRONMENTAL IMPACT:

Tentative Tract Map 36725 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 for Tentative Tract Map 36725. On January 7, 2015, the City Council adopted Resolution No. 23742 adopting the Mitigated Negative Declaration and approving Tentative Tract Map 36725. No further action with regard to CEQA is required to approve the final map for TTM 36725.

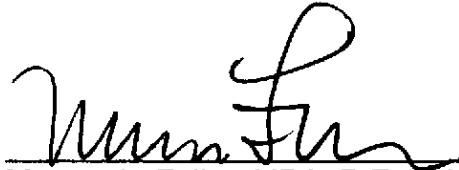
FISCAL IMPACT:

Approval of Tract Map 36725 will subdivide the currently vacant parcel into one lot for the purposes of construction of a 46-unit condominium development. Ultimately, upon completion of the 46 condominium residential units, the City will receive yet to be determined additional property tax revenue. Additional, incremental costs for public service will be incurred over time.

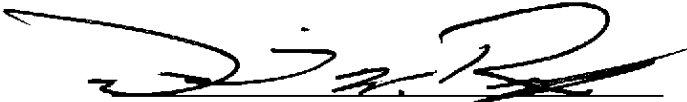
SUBMITTED



Thomas Garcia, P.E.
City Engineer



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



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

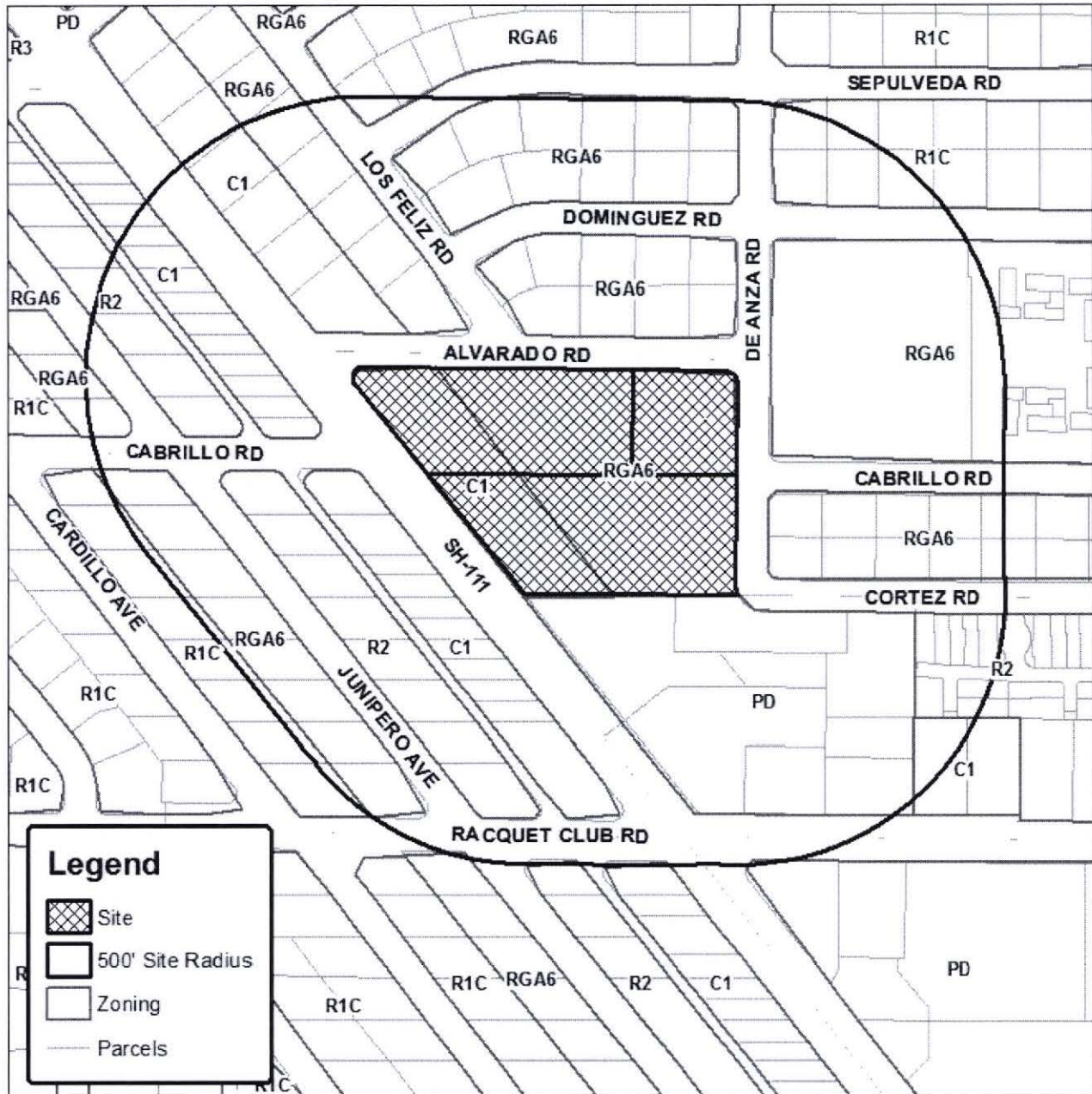
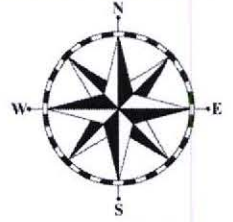
ATTACHMENTS:

1. Vicinity Map
2. Tract Map 36725
3. Subdivision Improvement Agreement
4. Resolution

ATTACHMENT 1



Engineering Services Department Vicinity Map



TM 36725 "Icon"

ATTACHMENT 2

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 36725

OF A PORTION OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SECTION 3,
TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

MSA CONSULTING, INC. SEPTEMBER - 2016
FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. EASEMENTS SHOWN AS "PSE" (PRIVATE STREET EASEMENT), FOR PUBLIC UTILITIES WITH RIGHT OF INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES, AND PERSONNEL, AND FOR SEWER PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. EASEMENT SHOWN AS "EVE" (EMERGENCY VEHICLE EASEMENT), FOR RIGHT OF INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES, AND PERSONNEL, AND FOR SEWER PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. EASEMENTS SHOWN AS "S" "PUE", FOR PUBLIC UTILITIES AND SEWER PURPOSES.

WE HEREBY RETAIN FOR INGRESS AND EGRESS PURPOSES, THE EASEMENTS SHOWN AS "PSE" (PRIVATE STREET EASEMENT) FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

WE HEREBY RETAIN FOR STORM DRAIN PURPOSES, AN EASEMENT OVER THOSE EASEMENTS SHOWN AS "PSE" AND "S" "PUE", AS SHOWN WITHIN THIS MAP, FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

BY: **FAR WEST INDUSTRIES,**
A CALIFORNIA CORPORATION

BY: SCOTT LUSBOY, PRESIDENT

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF) SS
ON) BEFORE ME) A NOTARY PUBLIC

PERSONALLY APPEARED: _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT HE/SHE/IT/HEY (OR EACH OF THE PERSON(S) NAMED IN THE INSTRUMENT) ARE 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.

MY COMMISSION EXPIRES _____ MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY _____
WITNESS MY HAND AND OFFICIAL SEAL _____

NOTARY PUBLIC IN AND FOR SAID STATE _____ NOTARY COMMISSION NO. _____
(PRINT NAME)

SIGNATURE OMISSIONS

SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FAR WEST INDUSTRIES, INC., IN JANUARY OF 2016.

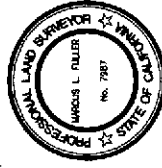
I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY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



CHARLES R. HARRIS P.L.S. 4989
EXP. 12/31/17

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT MAP NO. 36725, AND THAT THE SAME IS THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE STATE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.



MARCUS L. FULLER P.L.S. 7987
CITY ENGINEER EXP. 12/31/18

CITY CLERK'S STATEMENT

I, JAMES THOMPSON, CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, STATE OF CALIFORNIA, HEREBY STATE THAT SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 2016, DULY APPROVED THE WITHIN MAP OF TRACT MAP NO. 36725, AND DID ACCEPT ON BEHALF OF THE PUBLIC THE EASEMENTS SHOWN AS "PSE" (PRIVATE STREET EASEMENT) FOR SEWER PURPOSES AND PUBLIC UTILITY PURPOSES, "EVE" (EMERGENCY VEHICLE EASEMENT) FOR RIGHT OF INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES AND PERSONNEL, AND "S" "PUE" FOR PUBLIC UTILITY AND SEWER PURPOSES, AND THE EASEMENT SHOWN AS "EVE" (EMERGENCY VEHICLE EASEMENT) FOR RIGHT OF INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES AND PERSONNEL AND FOR SEWER PURPOSES, ALL AS DEDICATED AND SHOWN WITHIN THIS MAP.

WE HEREBY ABANDON PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE PUBLIC UTILITY EASEMENT OVER VACATED CORTEZ ROAD LYING WITHIN THE BOUNDARY OF THIS MAP, AND NOT SHOWN HEREON.

THE TENTATIVE MAP FOR SAID TRACT MAP WAS APPROVED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 7TH DAY OF JANUARY, 2015.

DATED: _____ BY: _____
CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS

RECORDER'S STATEMENT

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

NO. _____
FEE _____
PETER A. DANA, ASSESSOR-COUNTY CLERK-RECORDER
BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY: FIDELITY NATIONAL TITLE COMPANY

TAX COLLECTOR'S CERTIFICATE

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

DATED: _____ 20____
DON KENT, COUNTY TAX COLLECTOR
BY: _____ DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____ 20____
CASH TAX BOND
DON KENT, COUNTY TAX COLLECTOR
BY: _____ DEPUTY
KECIA HARPER-HEM, CLERK OF THE BOARD OF SUPERVISORS

SOILS REPORT

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PROJECT NO. 544-3558, FILE NO. 04-01-018, WAS PREPARED BY SLUDEN ENGINEERING, DATED JANUARY 9, 2004, AND AMENDED APRIL 15, 2014, PROJECT NO. 544-14099, FILE NO. 14-04-154 AND IS ON FILE WITH THE CITY OF PALM SPRINGS, ENGINEERING DEPARTMENT.

ABANDONMENT NOTE

PURSUANT TO SECTION 66434 AND 66469.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THE PUBLIC UTILITY EASEMENT OVER CORTEZ ROAD VACATED BY THE CITY OF PALM SPRINGS, THE PUBLIC UTILITY EASEMENT OVER CORTEZ ROAD, RECORDER NUMBER 1, 1963, O.K., WITHIN THE BOUNDARY OF THIS TRACT MAP, AND NOT SHOWN HEREON.

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 36725

OF A PORTION OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SECTION 3,
 TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

MSA CONSULTING, INC. SEPTEMBER - 2016
 FOR CONDOMINIUM PURPOSES

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE(S) OF THE FOLLOWING PARTY(IES) HAS/HAVE BEEN OMISSIONED AS THEIR INTERESTS CANNOT BEEN INTO FEE.

SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, HOLDER OF RIGHTS FOR ANY DEPOSITS OF OIL, GAS OR OTHER HYDRO-CARBON SUBSTANCES, WATER UNDERLYING SMO LAND AND INCIDENTAL PURPOSES, PER GRANT DEED IN BOOK 282, PAGE 533, REC. 01/11/1936, O.R.

SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, HOLDER OF AN EASEMENT AND RIGHT OF WAY FOR UNDERGROUND UTILITIES, RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES, PER GRANT DEED IN BOOK 282, PAGE 533, REC. 01/11/1936, O.R.

SOUTHERN CALIFORNIA EDISON, SUCCESSOR TO SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, PER DEED BOOK 835, PAGE 13, REC. 12/23/1929, O.R.

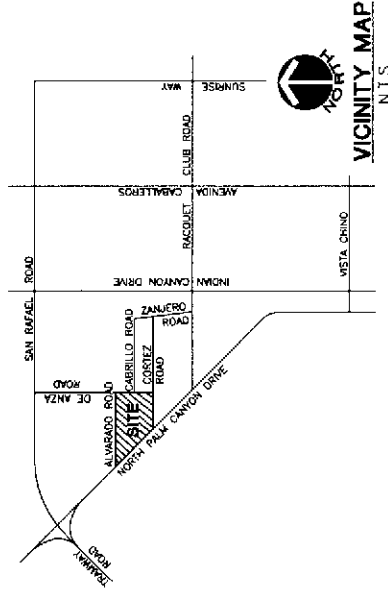
SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, PER DEED BOOK 390, PAGE 75, REC. 06/14/1938, O.R.

EASEMENT NOTES

- △ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON, SUCCESSOR TO SOUTHERN SIERRAS POWER COMPANY, FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, PER DEED BK. 838, PG. 13, REC. 12/23/1929, O.R.
- △ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, PER DEED BK. 390, PG. 75, REC. 06/14/1938, O.R.
- △ AN RIGHT-OF-WAY IN FAVOR OF THE CITY OF PALM SPRINGS, FOR PUBLIC ROAD, UNDERGROUND SEWER, PUBLIC UTILITIES AND INCIDENTAL PURPOSES, PER INST. NO. 47003, REC. 03/23/1934, O.R.
- △ AN RIGHT-OF-WAY IN FAVOR OF THE CITY OF PALM SPRINGS, FOR PUBLIC ROAD, PUBLIC UTILITIES AND INCIDENTAL PURPOSES, PER INST. NO. 60987, REC. 05/26/1965, O.R.
- △ AN RIGHT-OF-WAY IN FAVOR OF THE CITY OF PALM SPRINGS, FOR PUBLIC ROAD, UNDERGROUND SEWER, PUBLIC UTILITIES AND INCIDENTAL PURPOSES, PER INST. NO. 60998, REC. 05/26/1965, O.R.
- △ AN EASEMENT IN FAVOR OF SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, FOR UNDERGROUND UTILITIES, RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES, PER GRANT DEED IN BOOK 282, PAGE 533, REC. 01/11/1936, O.R.

SURVEYOR'S NOTES

- THE BASE OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF FACQUET TRACT MAP NO. 31940, TRACT MAP NO. 51940, ON FILE IN BOOK 392 OF PARCEL MAPS, AT PAGES 28 THROUGH 32, INCLUSIVE.
- TAKEN AS: N 89°38'00" W
- INDICATES FOUND MONUMENT AS NOTED
 - INDICATES SET 1" I.P. 7"-L.S. 4889" FLUSH, UNLESS NOTED OTHERWISE
 - (-) INDICATES RECORD DATA
 - R1 INDICATES RECORD DATA PER AMEND. PARCEL MAP NO. 18713, P.M.B. 12675-6
 - R2 INDICATES RECORD DATA PER SPALLING'S PALM SPRINGS ESTATES, M.B. 20772-73
 - R3 INDICATES RECORD DATA PER PARCEL MAP NO. 23130, P.M.B. 181750-53
 - R4 INDICATES RECORD DATA PER RS 10772
 - R5 INDICATES RECORD DATA PER PALM SPRINGS DESERT ESTATES, M.B. 16790
 - R6 INDICATES RECORD DATA PER TRACT MAP NO. 8736, M.B. 94723-24
 - R7 INDICATES RECORD DATA PER TRACT MAP NO. 31940, M.B. 392728-32
 - R8 INDICATES RECORD DATA PER GRANT DEED, INST. NO. 60998, REC. 05-10-1965, O.R.
 - * INDICATES A DIMENSION FROM CALCULATION
 - ⊥ INDICATES CENTERLINE
 - R/W INDICATES RIGHT-OF-WAY
 - (R) INDICATES RADIAL BEARING
 - PSE INDICATES PRIVATE STREET EASEMENT
 - EVE INDICATES SERVICE AND EMERGENCY VEHICLE EASEMENT
 - PUE INDICATES PUBLIC UTILITY EASEMENT DEDICATED HEREOF FOR PUBLIC UTILITY PURPOSES
 - SPN INDICATES SEARCHED FOUND NOTHING
- TOTAL GROSS AREA = 5.233 ACRES
 RESIDENTIAL/NUMBERED LOTS = 1 LOT



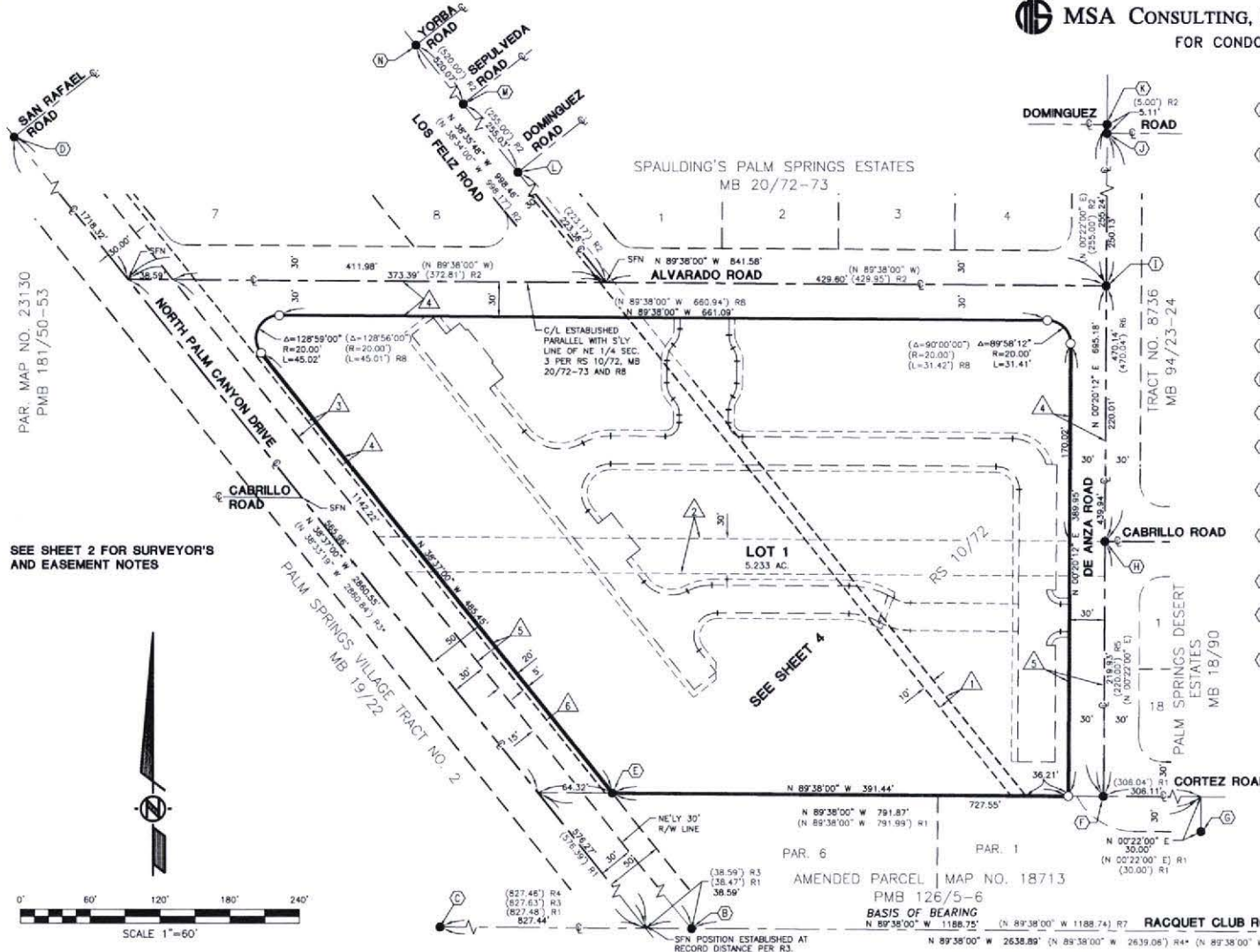
IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 36725
 OF A PORTION OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SECTION 3,
 TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.



MSA CONSULTING, INC.

SEPTEMBER - 2016

FOR CONDOMINIUM PURPOSES



FOUND MONUMENT NOTES

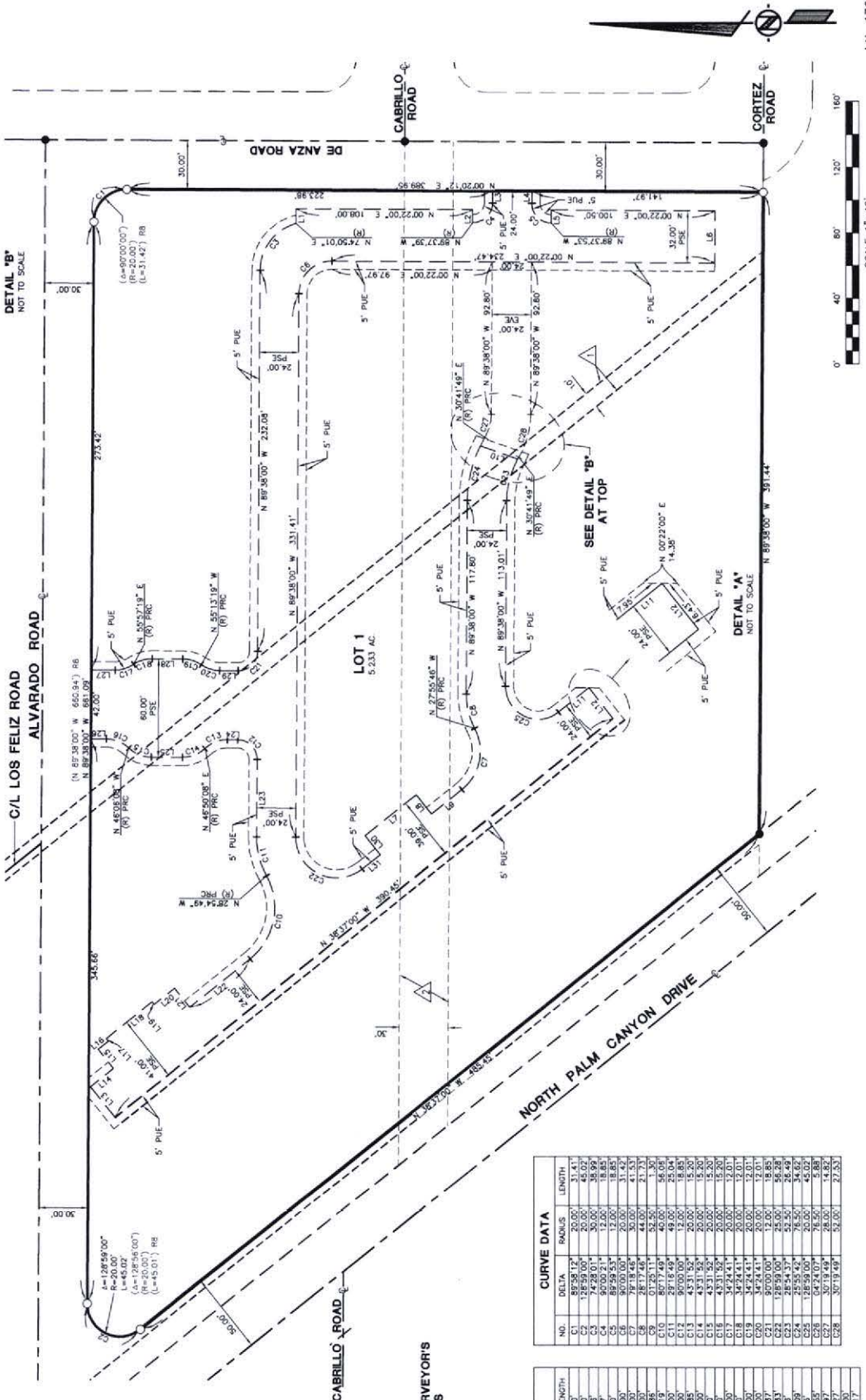
- (A) FD. 3/4" I.P. W/TAG "LS 3173", DN. 0.5" IN MON. WELL, PER MB 146/76-77, ACCEPTED AS THE E. 1/4 COR. OF SEC. 3 AND THE C/L INT-X OF RACQUET CLUB RD. & INDIAN CANYON AVE.
- (B) FD. 1" I.P. W/TAG "LS 4693", DN. 0.3", PER MB 392/28-32, ACCEPTED AS INT-X OF C/L RACQUET CLUB RD. & NE'LY 30' R/W LINE OF N. PALM CANYON DR.
- (C) FD. 1-1/2" BRASS DISC STAMPED "RCE 25658", DN. 0.1"; PER PMB 181/50-53, ACCEPTED AS CTR. 1/4 COR. SEC. 3.
- (D) FD. 1-1/4" BRASS DISC STAMPED "RCE 30846", FLUSH, PER PMB 181/50-53, ACCEPTED AS C/L INT-X N. PALM CANYON DR. & SAN RAFAEL RD.
- (E) FD. 3/4" I.P. W/TAG MISSING, DN. 0.5", NO REF., ACCEPTED AS NW COR. PAR. 6, PMB 126/5-6. AFFIXED TAG "PLS 4989".
- (F) FD. 1" I.P. W/TAG "RCE 14614", DN. 0.5" IN MON. WELL, PER MB 392/28-32, ACCEPTED AS THE C/L INT-X OF CORTEZ RD. & DE ANZA RD.
- (G) FD. 1" I.P. W/TAG "RCE 26401", DN. 0.1", PER MB 392/28-32, ACCEPTED AS NE COR. OF PARCEL 2 OF PMB 126/5-6.
- (H) FD. 1" I.P. W/TAG "RCE 14614" DN. 0.4" IN MON. WELL, CR 04-400, ACCEPTED AS C/L INT-X OF DE ANZA RD. AND CABRILLO RD.
- (I) FD. 1" I.P. W/TAG "RCE 14614", DN. 0.3" IN MON. WELL, NO REF., ACCEPTED AS C/L INT-X OF ALVARADO RD. & DE ANZA RD.
- (J) FD. 1" I.P. W/ILLEG. TAG, DN. 1.3" IN MON. WELL, PER MB 20/72-73 AND CR 04-400. ACCEPTED AS C/L INT-X DE ANZA RD. & DOMINGUEZ RD. EAST.
- (K) FD. 1" I.P. W/ILLEG. TAG, DN. 0.5" IN MON. WELL, NO REF., ACCEPTED AS C/L INT-X DE ANZA RD. & DOMINGUEZ RD. WEST, PER MB 20/72-73.
- (L) FD. 1" I.P. W/TAG "RCE 14614", DN. 0.5" IN MON. WELL, NO REF., ACCEPTED AS C/L INT-X OF LOS FELIZ RD. & DOMINGUEZ RD. PER MB 20/72-73.
- (M) FD. 1" I.P. W/TAG "RCE 14614", DN. 0.5" IN MON. WELL, PER PM 223/29-30, ACCEPTED AS C/L INT-X OF LOS FELIZ RD. & SEPULVEDA RD.
- (N) FD. 1" I.P. W/TAG "RCE 14614", DN. 0.5" IN MON. WELL, NO REF., ACCEPTED AS C/L INT-X OF LOS FELIZ RD. & YORBA RD. PER MB 20/72-73.
- (O) FD. 3/4" I.P. W/TAG "RCE 11842" DN. 0.7" IN MON. WELL PER MB 392/28-32, ACCEPTED AS C/L INT-X ZANJERO ROAD AND RACQUET CLUB ROAD.

TRACT MAP NO. 31940
 MB 392/28-32

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 36725

OF A PORTION OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SECTION 3,
 TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M.

SEPTEMBER - 2016
 MSA CONSULTING, INC.
 FOR CONDOMINIUM PURPOSES



J.N. 1764

SEE SHEET 2 FOR SURVEYORS
 AND EASEMENT NOTES

NO.	DELTA	RADIUS	LENGTH
C1	128.59	20.00	41.01
C2	132.00	20.00	38.99
C3	74.28	30.00	18.85
C4	90.00	12.00	18.85
C5	80.00	20.00	31.42
C6	80.00	20.00	31.42
C7	79.18	20.00	41.53
C8	28.17	44.00	21.73
C9	80.00	20.00	31.42
C10	80.71	40.00	58.05
C11	27.18	49.00	25.04
C12	45.00	20.00	18.85
C13	45.00	20.00	18.85
C14	45.31	20.00	18.85
C15	45.31	20.00	18.85
C16	45.31	20.00	18.85
C17	45.31	20.00	18.85
C18	45.31	20.00	18.85
C19	45.31	20.00	18.85
C20	45.31	20.00	18.85
C21	45.31	20.00	18.85
C22	128.59	20.00	41.01
C23	132.00	20.00	38.99
C24	74.28	30.00	18.85
C25	90.00	12.00	18.85
C26	80.00	20.00	31.42
C27	80.00	20.00	31.42
C28	79.18	20.00	41.53
C29	28.17	44.00	21.73
C30	80.00	20.00	31.42

NO.	BEARING	LENGTH
L1	N 89.38.00" W	30.00
L2	N 89.38.00" W	30.00
L3	N 89.38.00" W	7.46
L4	N 89.38.00" W	7.47
L5	N 89.38.00" W	18.85
L6	N 89.38.00" W	31.42
L7	N 38.37.00" W	40.00
L8	N 38.37.00" W	15.00
L9	N 38.37.00" W	15.00
L10	N 38.37.00" W	24.19
L11	N 51.23.00" E	24.00
L12	N 51.23.00" E	24.00
L13	N 38.37.00" W	24.00
L14	N 38.37.00" W	24.00
L15	N 51.23.00" E	15.00
L16	N 38.37.00" W	8.00
L17	N 38.37.00" W	46.00
L18	N 51.23.00" E	2.00
L19	N 38.37.00" W	16.00
L20	N 38.37.00" W	16.00
L21	N 38.37.00" W	47.37
L22	N 38.37.00" W	18.85
L23	N 89.38.00" W	47.33
L24	N 00.22.00" E	6.26
L25	N 00.22.00" E	6.26
L26	N 00.22.00" E	9.55
L27	N 00.22.00" E	14.55
L28	N 00.22.00" E	18.97
L29	N 00.22.00" E	18.97
L30	N 51.23.00" E	15.00
L31	N 38.37.00" W	14.17

ATTACHMENT 3

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

SPACE ABOVE FOR RECORDER ONLY

Filing fee EXEMPT per Government Code 6103

SUBDIVISION IMPROVEMENT AGREEMENT

**Far West Industries
and**

The City of Palm Springs, California

**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 _____ day of _____, 2017, by and between the CITY OF PALM SPRINGS, a California charter city ("CITY"), and Far West Industries, A California Corporation (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map for Tract Map No. 36725 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 an easement for public utility purposes, easements shown as "PSE" (Private Street Easement) and sewer purposes, for public utility with right of ingress and egress of service and emergency vehicles and personnel. An easement for public utility purposes shown on map as "5' PUE" for public utility and sewer purposes.

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

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving the final map for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1 Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer and other improvements (herein sometimes collectively referred to as the "Works of Improvement"), as the same may be supplemented and revised

from time to time as set forth herein (said plans and specifications, together with all related documents, are referred to herein as the "Plans"). The estimated construction cost for the Works of Improvement is \$3,100,000.00.

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. The conditions of approval associated with the Tentative Map are included as Exhibit "B" attached hereto.

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

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

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

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

1.6 Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions

referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or Subdivider's contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer.

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

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

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

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

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

The inspection of the work by City shall not relieve Subdivider or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or

work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

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

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

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

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

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

2. Time for Performance.

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

Engineer and Subdivider, either verbally or in writing, as required by the City Engineer or his designee.

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

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

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

2.5 Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Sections 66499.11-66499.20-3/4. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16 Subdivider hereby consents to reversion and

agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

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

3. Labor.

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

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

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

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

4. Security.

4.1 Required Security.

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

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$3,100,000.00 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$1,550,000.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$3000.00 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 \$465,000.00 equal to 15% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

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

(d) General Requirements for all Security Instruments.

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

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

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

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

4.4 Letters of Credit.

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

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured

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

4.5 Release of Security Instruments.

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

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

(ii) the Works of Improvement have been accepted;

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

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

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

5. Cost of Construction and Provision of Inspection Service.

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

5.2 Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of

Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City Council. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

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

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

8. Default.

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

8.2 City Right to Perform Work. In addition to whatever other rights or remedies it may have for Subdivider's default hereunder, in the event Subdivider shall fail to timely perform any work required to be performed under this Agreement and such failure shall continue for a period of twenty (20) days after receipt of written notice of default from City, or thereafter Subdivider shall fail to diligently and continuously pursue the cure of any such default to completion, City shall have the right to enter into the Property and perform any of the uncompleted work by force account or contract or both

and thereupon recover from Subdivider or any Security Instrument, or both, the full cost and expense thereby incurred by City.

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

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

10. General Provisions.

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

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

10.3 Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of

the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

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

* * * * *

(Signatures on Next Page)

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

ATTEST:
CALIFORNIA

CITY OF PALM SPRINGS,

By _____
Kathleen D. Hart, MMC, Interim City Clerk David H. Ready, City Manager

STANDARD FORM CITY ATTORNEY APPROVED AGREEMENT
RECOMMENDED BY:

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

SUBDIVIDER:

Far West Industries, a California Corporation

Check one: Individual Partnership Corporation* Company

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

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

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

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

Mailing Address:

() -
() - (fax)

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of _____ County of _____ On _____ before me, _____, Date Name, Title of Officer personally appeared _____, NAME(S) OF SIGNER(S)</p> <p><input type="checkbox"/> personally known to me - OR - <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the persons(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <p>_____ Signature of Notary</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____ TITLE(S) <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> SUBSCRIBING WITNESS <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER</p> <p>_____ _____</p> <p>SIGNER IS REPRESENTING:</p> <p>_____ _____</p>
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <p>THIS CERTIFICATE Title or Type of Document _____ MUST BE ATTACHED TO THE DOCUMENT Number of Pages _____ DATE OF DOCUMENT _____ DESCRIBED AT RIGHT: Signer(s) Other Than Named Above _____</p>	

EXHIBIT "A"

TRACT MAP 36725 LEGAL DESCRIPTION

Tract Map No. 36725, as recorded in Map Book _____, Pages _____ through _____ inclusive, records of Riverside County, California.

EXHIBIT "B"

TENTATIVE TRACT MAP 36725 CONDITIONS OF APPROVAL

RESOLUTION NO. _____

**EXHIBIT A
CONDITIONS OF APPROVAL**

Case 5.1340 PDD 370 CUP / 3.3742 MAJ / TTM 36725 - "Alvarado"
(Southeast corner of North Palm Canyon Drive and Alvarado Road)

January 7, 2015

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

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

ADMINISTRATIVE CONDITIONS

- ADM 1. Project Description. This approval is for the project described per Case (5.1340 PDD 370 CUP / 3.3742 MAJ / TTM 36725); except as modified with the approved Mitigation Monitoring Program and the conditions below;
- ADM 2. Reference Documents. The site shall be developed and maintained in accordance with the approved plans, date stamped (October 29, 2014), including site plans, architectural elevations, exterior materials and colors, landscaping, and grading on file in the Planning Division except as modified by the approved Mitigation Measures and conditions below.
- ADM 3. Conform to all Codes and Regulations. The project shall conform to the conditions contained herein, all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, and any other City County, State and Federal Codes, ordinances, resolutions and laws that may apply.
- ADM 4. Minor Deviations. The Director of Planning or designee may approve minor deviations to the project description and approved plans in accordance with the provisions of the Palm Springs Zoning Code.
- ADM 5. Tentative Map. This approval is for Tentative Tract Map 36725 located at the southwest corner of North Palm Canyon Drive and Alvarado Road, date stamped October 29, 2014. This approval is subject to all applicable regulations of the Subdivision Map Act, the Palm Springs Municipal Code, and any other applicable City Codes, ordinances and resolutions.

ADM 6. Indemnification. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.1340 PDD 370 CUP / 3.3742 MAJ / TTM 36725. The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

ADM 7. Maintenance and Repair. The property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation all structures, sidewalks, bikeways, parking areas, landscape, irrigation, lighting, signs, walls, and fences between the curb and property line, including sidewalk or bikeway easement areas that extend onto private property, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.

ADM 8. Time Limit on Approval. Approval of the (Planned Development District (PDD) Tentative Tract Map (TTM) and Major Architectural Applications (MAJ) shall be valid for a period of two (2) years from the effective date of the approval. Extensions of time may be granted by the Planning Commission upon demonstration of good cause.

Approval of this Conditional Use Permit shall be valid for a period of two (2) years from the effective date of the approval. Once constructed, the Conditional Use Permit, provided the project has remained in compliance with all conditions of approval, does not have a time limit.

Extensions of time may be approved pursuant to Code Section 9.63.110. Such extension shall be required in writing and received prior to the expiration of the original approval (Tentative Tract Map)

- ADM 9. Right to Appeal. Decisions of an administrative officer or agency of the City of Palm Springs may be appealed in accordance with Municipal Code Chapter 2.05.00. Permits will not be issued until the appeal period has concluded.
- ADM 10. Public Art Fees. This project shall be subject to Chapters 2.24 and 3.37 of the Municipal Code regarding public art. The project shall either provide public art or payment of an in lieu fee. In the case of the in-lieu fee, the fee shall be based upon the total building permit valuation as calculated pursuant to the valuation table in the Uniform Building Code, the fee being 1/2% for commercial projects or 1/4% for residential projects with first \$100,000 of total building permit valuation for individual single-family units exempt. Should the public art be located on the project site, said location shall be reviewed and approved by the Director of Planning and Zoning and the Public Arts Commission, and the property owner shall enter into a recorded agreement to maintain the art work and protect the public rights of access and viewing.
- ADM 11. Park Development Fees. The developer shall dedicate land or pay a fee in lieu of a dedication, at the option of the City. The in-lieu fee shall be computed pursuant to Ordinance No. 1632, Section IV, by multiplying the area of park to be dedicated by the fair market value of the land being developed plus the cost to acquire and improve the property plus the fair share contribution, less any credit given by the City, as may be reasonably determined by the City based upon the formula contained in Ordinance No. 1632. In accordance with the Ordinance, the following areas or features shall not be eligible for private park credit: golf courses, yards, court areas, setbacks, development edges, slopes in hillside areas (unless the area includes a public trail) landscaped development entries, meandering streams, land held as open space for wildlife habitat, flood retention facilities and circulation improvements such as bicycle, hiking and equestrian trails (unless such systems are directly linked to the City's community-wide system and shown on the City's master plan).
- ADM 12. Maintenance of Outdoor Seating and structures at the Corner "Oasis". Periodic cleaning of the "oasis" at the corner of North Palm Canyon Drive and Alvarado Road shall be the responsibility of the project's homeowners' association (HOA).

ADM 13. CC&R's The applicant prior to issuance of building permits shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. These CC&R's may be enforceable by the City, shall not be amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances

CC&R's.

ADM 14. CC&R's. Prior to recordation of a final Tentative Tract Map or issuance of building permits, the applicant shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. The draft CC&R package shall include:

- a. The document to convey title
- b. Deed restrictions, easements, of Covenant Conditions and Restrictions to be recorded.
- c. Provisions for joint access to the proposed parcels, and any open space restrictions.
- d. A provision, which provides that the CC&R's may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.

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

ADM 15. CC&R's Deposits & Fees. The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$3,500, for the review of the CC&R's by the City Attorney. A \$675 filing fee shall also be paid to the City Planning Department for administrative review purposes.

ADM 16. CC&R's Noise Disclosure. The CC&R's shall have a disclosure statement regarding the location of the project relative to roadway noise, City special events, roadway closures for special events and other planned activities which may occur in the public right-of-way.

ADM 17. Notice to Tenants. The applicant shall provide all tenants with a copy of the Conditions of Approval for this project.

ADM 18. Community Facilities District. The project will bring additional residents, visitors and activities to the community that will potentially impact the needs for public safety services beyond the City's ability to provide such services; and because such services, including police protection, criminal justice, fire protection and suppression, ambulance, paramedic and other safety services, and recreation, library, cultural services are near capacity, the City has established a Community Facilities District to which this project shall be annexed, subject to conditions of approval; and

Prior to recordation of the final map or, at the City's option, prior to issuance of certificate of occupancy, the developer agree to support formation of or annexation into a Community Facilities District (CFD) to include the project site. Developer further agrees to waive any right of protest or contest such formation or 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) as established through appropriate study shall not exceed \$500 annually per dwelling unit or dwelling unit equivalency unit, subject to an annual consumer price index escalator. Prior to sale of any lots, or prior to the issuance of any certificate of occupancy, or prior to any approval of the Building Official that will allow the premises to be occupied, the CFD shall be formed, the annexation thereto shall occur, or at the option of the City Manager and Building Official, a covenant agreement may be recorded against any affected parcel(s) with the project, evidencing the Owner's binding consent, approval, and waiver of rights as provided in this condition of approval.

ENVIRONMENTAL ASSESSMENT CONDITIONS

- ENV 1. Coachella Valley Multiple-Species Habitat Conservation Plan (CVMSHCP) Local Development Mitigation Fee (LDMF) required. All projects within the City of Palm Springs, not within the Agua Caliente Band of Cahuilla Indians reservation are subject to payment of the CVMSHCP LDMF prior to the issuance of certificate of occupancy.
- ENV 2. California Fish & Game Fees Required. The project is required to pay a fish and game impact fee as defined in Section 711.4 of the California Fish and Game Code. This CFG impact fee plus an administrative fee for filing the action with the County Recorder shall be submitted by the applicant to the City in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to the final City action on the project (either Planning Commission or City Council determination). This fee shall be submitted by the City to the County Clerk with the Notice of Determination.

Action on this application shall not be final until such fee is paid. The project may be eligible for exemption or refund of this fee by the California Department of Fish & Game. Applicants may apply for a refund by the CFG at www.dfg.ca.gov for more information.

- ENV 3. Mitigation Monitoring. The mitigation measures of the environmental assessment shall apply. The applicant shall submit a signed agreement that the mitigation measures outlined as part of the negative declaration or EIR will be included in the plans prior to Planning Commission consideration of the environmental assessment. Mitigation measures are defined in the CEQA Evaluation and summarized here as follows:
- ENV 4. Cultural Resource Survey Required. Prior to any ground disturbing activity, including clearing and grubbing, installation of utilities, and/or any construction related excavation, an Archaeologist qualified according to the Secretary of the Interior's Standards and Guidelines, shall be employed to survey the area for the presence of cultural resources identifiable on the ground surface.
- ENV 5. Cultural Resource Site Monitoring. There is a possibility of buried cultural or Native American tribal resources on the site. A Native American Monitor shall be present during all ground-disturbing activities.
- a). A cultural resources inventory of the project area by a qualified archaeologist prior to any development activities in the area is required.
 - b) A Native American Monitor(s) shall be present during all ground disturbing activities including clearing and grubbing, excavation, burial of utilities, planting of rooted plants, etc. Contact the Agua Caliente Band of Cahuilla Indian Cultural Office for additional information on the use and availability of Cultural Resource Monitors. Should buried cultural deposits be encountered, the Monitor shall contact the Director of Planning. After consultation the Director shall have the authority to halt destructive construction and shall notify a Qualified Archaeologist to further investigate the site. If necessary, the Qualified Archaeologist shall prepare a treatment plan for submission to the State Historic Preservation Officer and Agua Caliente Cultural Resource Coordinator for approval.
 - 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 Department prior to final inspection.

PLANNING DEPARTMENT CONDITIONS

- PLN 1. Outdoor Lighting Conformance. Exterior lighting plans, including a photometric site plan showing the project's conformance with Section 93.21.00 Outdoor Lighting Standards of the Palm Springs Zoning ordinance, shall be submitted for approval by the Department of Planning prior to issuance of a building permit. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be included. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of hillsides is permitted.
- PLN 2. Water Efficient Landscaping Conformance. The project is subject to the Water Efficient Landscape Ordinance (Chapter 8.60.00 and Chapter 11.06) of the Palm Springs Municipal Code and all other relevant water efficient landscape ordinances. The applicant shall submit a landscape and irrigation plan to the Director of Planning for review and approval prior to the issuance of a building permit. Landscape plans shall be wet stamped and approved by the Riverside County Agricultural Commissioner's Office prior to submittal. Prior to submittal to the City, landscape plans shall also be certified by the local water agency that they are in conformance with the water agency's and the City's Water Efficient Landscape Ordinances.
- PLN 3. Conditions Imposed from AAC Review. The applicant shall incorporate the following comments from the review of the project by the City's Architectural Advisory Committee:
- a. The project's final landscape plan shall be submitted for review by the AAC subcommittee (Pumell, Fredricks, Cassady) for recommendation for approval to the Director of Planning prior to issuance of building permits.
- PLN 4. Palm Tree Requirement. In accordance with Planning Commission Resolution No. 1503, dated November 18, 1970, the developer is required to plant Washingtonia Fillifera (California Fan) palm trees (14 feet from ground to fronds in height) 60 feet apart along the entire frontage of Palm Canyon Drive and/or Tahquitz Canyon Way median. The existing Robusta / Mexican Fan Palms at the Palm Canyon frontage shall be replaced with California Fan Palms.
- PLN 5. Sign Applications Required. No signs are approved by this action. Separate approval and permits shall be required for all signs in accordance with Zoning Ordinance Section 93.20.00. The applicant shall submit a sign permit/program to the Department of Planning Services prior to the issuance of building permits.

- PLN 6. Flat Roof Requirements. Roof materials on flat roofs (less than 2:12) must conform to California Title 24 thermal standards for "Cool Roofs". Such roofs must have a minimum initial thermal emittance of 0.75 or a minimum SRI of 64 and a three-year aged solar reflectance of 0.55 or greater. Only matte (non-specular) roofing is allowed in colors such as beige or tan.
- PLN 7. Maintenance of Awnings & Projections. All awnings shall be maintained and periodically cleaned.
- PLN 8. Screen Roof-mounted Equipment. All roof mounted mechanical equipment shall be screened per the requirements of Section 93.03.00 of the Zoning Ordinance.
- PLN 9. Surface Mounted Downspouts Prohibited. No exterior downspouts shall be permitted on any facade on the proposed building(s) that are visible from adjacent streets or residential and commercial areas.
- PLN 10. Pool Enclosure Approval Required. Details of fencing or walls around pools (material and color) and pool equipment areas shall be submitted for approval by the Planning Department prior to issuance of Building Permits.
- PLN 11. Exterior Alarms & Audio Systems. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.
- PLN 12. Outside Storage Prohibited. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.
- PLN 13. No off-site Parking. Vehicles associated with the operation of the proposed development including company vehicles or employees vehicles shall not be permitted to park off the proposed building site unless a parking management plan has been approved.
- PLN 14. Bicycle Parking. The project shall be required to provide secure bicycle parking facilities on site for use by residents and visitors. Location and design shall be approved by the Director of Planning.
- PLN 15. Prior to recordation of the final subdivision map, the developer shall submit for review and approval the following documents to the Planning Department which shall demonstrate that the project will be developed and maintained in accordance with the intent and purpose of the approved tentative map:
 - a. The document to convey title.

- b. Deed restrictions, easements, covenant conditions and restrictions that are to be recorded.
 - c. The approved documents shall be recorded at the same time that the subdivision map is recorded. The documents shall contain provisions for joint access to the proposed parcels and open space restrictions. The approved documents shall contain a provision which provides that they may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.
- PLN 16. Update of City's Zoning Map. Upon approval of the proposed Change of Zone, Tract Map and/or Planned Development District, the applicant shall be responsible for costs associated with update of the City's GIS based zoning maps.
- PLN 17. Open Space. Provide at least ten feet between the sides of units.
- PLN 18. Streets and sidewalks to conform to General Plan. Revise the widths of the private streets to conform to the General Plan and/or provide separate sidewalks distinct from the vehicular travelway on the private streets.
- PLN 19. Live/Work Units on lots backing onto Palm Canyon Drive. The accessory units developed as part of this approval may not be rented separately from the main dwelling units to which they are assigned. CC&R's shall reflect this restriction. Architectural Review and approval by the Planning Commission is required of the project, particularly the accessory "live/work" units that back onto Palm Canyon Drive by the Planning Commission with a recommendation to provide variety to the Palm Canyon facades of these units prior to submittal of building permits.
- PLN 20. Remove All Gates. Both pedestrian and vehicular to better integrate the proposed project with the existing surrounding neighborhood (individual rear yard enclosures and gates and/or those associated with pool barriers are permitted).
- PLN 21. Shade Structure Option for Buyers. Develop a design for shade structures in the back yards that integrates with the architecture of the complex that buyers could include as a purchase option; review design with Director of Planning for design approval.
- PLN 22. Provide 'smart controllers' for all irrigation systems.

- PLN 23. Provide Photo-voltaic systems for all units that have the capacity of providing one-third to one-half of the project electrical loads for each residential units.
- PLN 24. 48 inch box shade trees. Provide at least 48 inch box shade trees for corner public open space. Select an alternative to the Shoestring Acacia species with greater shade canopy.
- PLN 25. Landscape Design Review by AAC. The landscape design and perimeter walls for the entire project are to be reviewed by the AAC subcommittee (Pumell, Fredricks, Cassady) for recommendation of approval to staff prior to issuance of building permits. Perimeter wall design should incorporate "open pedestrian access".
- PLN 26. Final Architectural Design brought back to Planning Commission for approval. The project shall be reviewed by the Planning Commission for Architectural Review and approval prior to issuance of building permits. In particular the applicant is to improve the Palm Canyon Drive frontage, including more variety in the accessory units fronting Palm Canyon and the repetitive nature of the project's architecture.

POLICE DEPARTMENT CONDITIONS

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

BUILDING DEPARTMENT CONDITIONS

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

ENGINEERING DEPARTMENT CONDITIONS

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

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

STREETS

- ENG 1. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.
- ENG 2. Applicant shall obtain State permits and approval of plans for any work done on State Highway 111. A copy of an approved Caltrans encroachment permit shall be provided to the City Engineer prior to the issuance of any grading or building permits if there is any work being done in the public right-of-way on State Highway 111.
- ENG 3. Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of any building permits.

ALVARADO ROAD

- ENG 4. Construct a 6 inch curb and gutter, 18 feet south of centerline along the entire frontage, with a 35 feet radius curb return and spandrel at the southeast corner of the intersection of Alvarado Road and North Palm Canyon Drive in accordance with City of Palm Springs Standard Drawing No. 200 and 206.
- ENG 5. Construct a 42 feet wide driveway approach in accordance with City of Palm Springs Standard Drawing No. 201.
- ENG 6. Construct a 5 feet wide sidewalk behind the curb along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 210.
- ENG 7. Construct a Type A curb ramp meeting current California State Accessibility standards at the southeast corner of the intersection of Alvarado Road and North Palm Canyon Drive in accordance with City of Palm Springs Standard Drawing No.212.
- ENG 8. Construct pavement with a minimum pavement section of 2.5 inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to centerline along the entire Alvarado Road frontage in accordance with City of Palm Springs Standard Drawing No. 110. (Additional pavement removal and replacement may be required upon review of existing pavement cross-sections, and to ensure grade breaks of the pavement cross-section do not occur within a travel

lane.) If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

- ENG 9. All broken or off grade street improvements along the project frontage shall be repaired or replaced.

DE ANZA ROAD

- ENG 10. Construct a 6 inch curb and gutter, 20 feet west of centerline along the entire frontage, with a 25 feet radius curb return and spandrel at the southwest corner of the intersection of Alvarado Road and De Anza Road in accordance with City of Palm Springs Standard Drawing No. 200 and 206.

- ENG 11. Construct a 24 feet wide driveway approach in accordance with City of Palm Springs Standard Drawing No. 201.

- ENG 12. Construct a 5 feet wide sidewalk behind the curb along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 210.

- ENG 13. Construct a Type A curb ramp meeting current California State Accessibility standards at the southwest corner of the intersection of Alvarado Road and De Anza Road in accordance with City of Palm Springs Standard Drawing No.212.

- ENG 14. Construct pavement with a minimum pavement section of 2.5 inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal; from edge of proposed gutter to centerline along the entire De Anza Road frontage in accordance with City of Palm Springs Standard Drawing No. 110. (Additional pavement removal and replacement may be required upon review of existing pavement cross-sections, and to ensure grade breaks of the pavement cross-section do not occur within a travel lane.) If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

- ENG 15. All broken or off grade street improvements along the project frontage shall be repaired or replaced.

NORTH PALM CANYON DRIVE (HIGHWAY 111)

ENG 16. Contact the City's Director of Facilities to determine appropriate specifications for lighting, irrigation, root barriers on the existing California Fan Palm trees to remain. Existing Mexican / Robusta Fan Palms shall be removed and replaced in accordance with Planning Condition PLN 4 and Planning Commission Resolution 1503, and in accordance with City specifications.

ENG 17. All broken or off grade street improvements along the project frontage shall be repaired or replaced.

ON-SITE

ENG 18. The on-site layout of streets (or drive aisles) and parking spaces is subject to further review and approval by the City Engineer. Adjustment of proposed street alignments, and deletion or relocation of proposed parking spaces may be required during review and approval of construction plans for on-site improvements, as required by the City Engineer. Approval of the preliminary site plan does not constitute approval of the on-site layout of streets and parking spaces as proposed.

ENG 19. The minimum pavement section for all on-site pavement (specify drive aisles, parking spaces, etc.) shall be 2-1/2 inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

ENG 20. All on-site private streets (or drive aisles) shall be two-way with a minimum 28 feet wide travelway (as measured from face of curb) where no on-street parking is proposed.

ENG 21. On-site drive aisles (or parking lot) shall be constructed with curbs, gutters, and cross-gutters, as necessary to accept and convey street surface drainage of the on-site streets to the on-site drainage system, in accordance with applicable City standards.

SANITARY SEWER

ENG 22. All sanitary facilities shall be connected to the public (or private) sewer system (via the proposed on-site private sewer system). New laterals shall not be connected at manholes.

ENG 23. If an on-site private sewer system is proposed to collect sewage from the development and connect to the existing public sewer system, sewer plans shall be submitted to the Engineering Division for review and approval. Private on-site sewer mains for residential projects shall conform to City sewer design standards, including construction of 8 inch V.C.P. sewer main and standard sewer manholes. Sewer manhole covers shall be identified as "Private Sewer". A profile view of the on-site private sewer mains is not necessary if sufficient invert information is provided in the plan view, including elevations with conflicting utility lines. Plans for sewers other than the private on-site sewer mains, i.e. building sewers and laterals from the buildings to the on-site private sewer mains, are subject to separate review and approval by the Building Division.

ENG 24. Submit sewer improvement plans prepared by a California registered civil engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of any building permits.

ENG 25. Upon completion of the construction of public sewer lines, an as-built drawing in digital format shall be provided to the City as required by the City Engineer, if the sewer was not constructed in accordance with the original approved sewer plans.

GRADING

ENG 26. Submit a Precise Grading Plan prepared by a California registered Civil engineer to the Engineering Division for review and approval. The Precise Grading Plan shall be approved by the City Engineer prior to issuance of grading permit.

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

Class and information on the Coachella Valley Fugitive Dust Control Handbook and related "PM10" Dust Control issues, please contact AQMD at (909) 396-3752, or at <http://www.AQMD.gov>. A Fugitive Dust Control Plan, in conformance with the Coachella Valley Fugitive Dust Control Handbook, shall be submitted to and approved by the Engineering Division prior to approval of the Grading plan.

- b. The first submittal of the Grading Plan shall include the following information: a copy of final approved conformed copy of Conditions of Approval; a copy of a final approved conformed copy of the Site Plan; a copy of current Title Report; a copy of Soils Report; and a copy of the associated Hydrology Study/Report.

ENG 27. Prior to approval of a Grading Plan (or issuance of a Grading Permit), the applicant shall obtain written approval to proceed with construction from the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. The applicant shall contact the Tribal Historic Preservation Officer or the Tribal Archaeologist at (760) 699-6800, to determine their requirements, if any, associated with grading or other construction. The applicant is advised to contact the Tribal Historic Preservation Officer or Tribal Archaeologist as early as possible. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during grading or other construction, and to arrange payment of any required fees associated with Tribal monitoring.

ENG 28. In accordance with an approved PM-10 Dust Control Plan, temporary dust control perimeter fencing shall be installed. Fencing shall have screening that is tan in color; green screening will not be allowed. Temporary dust control perimeter fencing shall be installed after issuance of Grading Permit, and immediately prior to commencement of grading operations.

ENG 29. (Temporary dust control) perimeter fence screening shall be appropriately maintained, as required by the City Engineer. Cuts (vents) made into the perimeter fence screening shall not be allowed. Perimeter fencing shall be adequately anchored into the ground to resist wind loading.

ENG 30. Within 10 days of ceasing all construction activity and when construction activities are not scheduled to occur for at least 30 days, the disturbed areas on-site shall be permanently stabilized, in accordance with Palm Springs Municipal Code Section 8.50.022. Following stabilization of all disturbed areas, perimeter fencing shall be removed, as required by the City Engineer.

- ENG 31. A Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required for the proposed development via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading or building permit.
- ENG 32. This project requires preparation and implementation of a stormwater pollution prevention plan (SWPPP). As of September 4, 2012, all SWPPPs shall include a post-construction management plan (including Best Management Practices) in accordance with the current Construction General Permit. Where applicable, the approved final project-specific Water Quality Management Plan shall be incorporated by reference or attached to the SWPPP as the Post-Construction Management Plan. A copy of the up-to-date SWPPP shall be kept at the project site and be available for review upon request.
- ENG 33. In accordance with City of Palm Springs Municipal Code, Section 8.50.022 (h), the applicant shall post with the City a cash bond of two thousand dollars (\$2,000.00) per disturbed acre (if there is disturbance of 5,000 square feet or more) at the time of issuance of grading permit for mitigation measures for erosion/blowsand relating to this property and development.
- ENG 34. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of a grading plan (if required) or prior to issuance of any permit.
- ENG 35. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan (if required). The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

WATER QUALITY MANAGEMENT PLAN

ENG 36. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated stormwater and non-stormwater runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development (if any).

ENG 37. A Final Project-Specific Water Quality Management Plan (WQMP) shall be submitted to and approved by the City Engineer prior to issuance of a grading or building permit. The WQMP shall address the implementation of operational Best Management Practices (BMP's) necessary to accommodate nuisance water and storm water runoff from within the underground parking garage and the on-site private drive aisles. Direct release of nuisance water to adjacent public streets is prohibited. Construction of operational BMP's shall be incorporated into the Precise Grading and Paving Plan.

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

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

DRAINAGE

ENG 38. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all stormwater runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased stormwater runoff generated by the development of the property. Provide a hydrology study to determine the volume of increased stormwater runoff due to development of the site, and to determine required stormwater runoff mitigation measures for the proposed development. Final retention basin sizing and other stormwater runoff mitigation measures shall be determined upon review and approval of the hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study. No more than 40-50% of the street frontage parkway/setback areas should be designed as retention basins. On-site

open space, in conjunction with dry wells and other subsurface solutions should be considered as alternatives to using landscaped parkways for on-site retention

ENG 39. Direct release of on-site nuisance water or stormwater runoff shall not be permitted to North Palm Canyon Drive, Alvarado Road or De Anza Road. Provisions for the interception of nuisance water from entering adjacent public streets from the project site shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to landscape or parkway areas, and in only a stormwater runoff condition, pass runoff directly to the streets through parkway or under sidewalk drains.

ENG 40. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated stormwater and non-stormwater runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development.

ENG 41. The project is subject to flood control and drainage implementation fees pursuant to Resolution 14082. The acreage drainage fee at the present time is \$ 6511.00 per acre per Resolution No. 15189. Fees shall be paid prior to issuance of a building permit.

ENG 42. All on-site storm drain systems shall be privately maintained by a Homeowners Association (HOA). Provisions for maintenance of the on-site storm drain systems acceptable to the City Engineer shall be included in Covenants, Conditions and Restrictions (CC&R's) required for this project.

GENERAL

- ENG 43. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Palm Springs Standard Drawing No. 115. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including additional pavement repairs to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Desert Water Agency, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, Mission Springs Water District, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than existed prior to construction of the proposed development.
- ENG 44. 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.
- ENG 45. All proposed utility lines shall be installed underground.
- ENG 46. All proposed utility lines shall be installed underground. The applicant shall coordinate with Southern California Edison to install underground conduit for future underground service from the street, for use at such time as the existing overhead utilities in the neighborhood are converted to an underground system.
- ENG 47. All existing utilities shall be shown on the improvement plans if required for the project. The existing and proposed service laterals shall be shown from the main line to the property line.
- ENG 48. Upon approval of any improvement plan (if required) by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD 2004 drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.

ENG 49. The original improvement plans prepared for the proposed development and approved by the City Engineer (if required) shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a final certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.

ENG 50. Nothing shall be constructed or planted in the corner cut-off area of any (intersection or) driveway which does or will exceed the height required to maintain an appropriate sight distance per City of Palm Springs Zoning Code Section 93.02.00, D.

MAP

ENG 51. A Final Map shall be prepared by a California registered Land Surveyor or qualified Civil Engineer and submitted to the Engineering Division for review and approval. A Title Report prepared for subdivision guarantee for the subject property, the traverse closures for the existing parcel and all lots created therefrom, and copies of record documents shall be submitted with the (Parcel/Final) Map to the Engineering Division as part of the review of the Map. The (Parcel/Final) Map shall be approved by the City Council prior to issuance of building permits.

ENG 52. A copy of draft Covenants, Conditions and Restrictions (CC&R's) shall be submitted to the City Attorney for review and approval for any restrictions related to the Engineering Division's recommendations. The CC&R's shall be approved by the City Attorney prior to approval of the Final (Parcel) Map by the City Council, or in the absence of a Final (Parcel) Map, shall be submitted and approved by the City Attorney prior to issuance of Certificate of Occupancy.

ENG 53. Upon approval of a final (parcel) map, the final (parcel) map shall be provided to the City in G.I.S. digital format, consistent with the "Guidelines for G.I.S. Digital Submission" from the Riverside County Transportation and Land Management Agency." G.I.S. digital information shall consist of the following data: California Coordinate System, CCS83 Zone 6 (in U.S. feet); monuments (ASCII drawing exchange file); lot lines, rights-of-way, and centerlines shown as continuous lines; full map annotation consistent with annotation shown on the map; map number; and map file name. G.I.S. data format shall be provided on a CDROM/DVD containing the following: ArcGIS Geodatabase, ArcView Shapefile, ArcInfo Coverage or Exchange file, DWG (AutoCAD 2004 drawing file), DGN (Microstation drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variations of the type and format of G.I.S. digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.

TRAFFIC

- ENG 54. A minimum of 48 inches of clearance for accessibility shall be provided on public sidewalks or pedestrian paths of travel within the development.
- ENG 55. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.
- ENG 56. Submit traffic striping and signage plans for Alvarado Road and De Anza Road prepared by a California registered civil engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed in conjunction with required street improvements, to the satisfaction of the City Engineer, and prior to issuance of a certificate of occupancy.
- ENG 57. Construction signing, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (MUTCD), dated January 13, 2012, or subsequent editions in force at the time of construction.
- ENG 58. This property is subject to the Transportation Uniform Mitigation Fee which shall be paid prior to issuance of building permit.

FIRE DEPARTMENT CONDITIONS

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

- FID1 These conditions are subject to final plan check and review. Initial fire department conditions have been determined on the site plan received and dated November 4, 2014. Additional requirements may be required at that time based on revisions to site plans.
- FID2 Fire Department Conditions were based on the *2013 California Fire Code* as adopted by City of Palm Springs, Palm Springs Municipal Code and latest adopted NFPA Standards. Four (4) complete sets of plans for private fire service mains, fire alarm, or fire sprinkler systems must be submitted at time of the building plan submittal.

FID3 PLANS AND PERMITS

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

Plans shall be submitted to:

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

Counter Hours: 8:00 AM – 6:00 PM, Monday – Thursday

A deposit for Plan Check and Inspection Fees is required at the time of Plan Submittal. Inspection fees are charged at the fully burdened hourly rate of the fire inspector. These fees are established by Resolution of the Palm Springs City Council.

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

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

FID4 Street Widths (CFC Appendix L; PSMC § 8.04.500; Palm Springs 2007 General Plan): Private streets in any residential or mixed use land use designation may be reduced to a minimum of 28 feet (curb face to curb face) provided that (1) additional off street parking is provided as determined by the City Engineer, the Fire Chief and Director of Planning, (2) rolled or wedge curb is provided such that vehicles may park partially out of the traveled way, and (3) pedestrian pathways or sidewalks, if located along the street, separated from the curb by a minimum five-foot parkway are provided.

Any street not designated by the fire department as a “fire lane” shall comply with the above requirements.

FID5 Fire Apparatus Access Roads (CFC 503.1.1): Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire

apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Fire Apparatus Access Road (CFC 202 Definitions) – A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane and access roadway.

Dimensions (CFC 503.2.1): Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (*for designated fire lanes*) except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet 6 inches.

FID6

Fire Lanes (CFC 202 Definitions): A road or other passageway developed to allow the passage of fire apparatus. A fire lane is not necessarily intended for vehicular traffic other than fire apparatus. A “fire lane” is a component of a “fire apparatus access road”.

Designation of Fire Lanes (CVC 22500.1): Only the fire department with jurisdiction over the area in which the place is located can designate a fire lane.

Designated Fire Lanes in private developments shall be not less than 24 feet wide (curb face to curb face) with no parking on either side. Wedge, or rolled curbing contained within a 24 foot fire lane shall be capable of supporting 73,000 pound GVW fire apparatus.

Fire Lane Marking (CFC 503.3): Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

FID7

Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus. The City of Palm Springs has two approved turn around provisions. One is a cul-de-sac with an outside turning radius of 45 feet from centerline. The other is a hammerhead turnaround meeting the Palm Springs Public Works and Engineering Department standard dated 9/4/2002.

FID8

Surface (CFC 503.2.3): Fire apparatus access roads shall be designed and

maintained to support the imposed loads of fire apparatus (73,000 lbs. GVW) and shall be surfaced so as to provide all-weather driving capabilities.

FID9 Traffic Calming Devices (CFC 503.4.1): Traffic calming devices shall be prohibited unless approved by the fire code official.

FID10 Security Gates (CFC 503.6): The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. Secured automated vehicle gates or entries shall utilize a combination of a Tomar Strobeswitch™, or approved equal, and an approved Knox key electric switch. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200 and an approved Knox key electric switch. Secured non-automated vehicle gates or entries shall utilize an approved padlock or chain (maximum link or lock shackle size of ¼ inch). Approved security gates shall be a minimum of 14 feet in unobstructed drive width on each side with gate in open position.

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

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

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

FID11 Fire Hydrant Flow and Number of Fire Hydrants (CFC 508.5): Fire hydrants shall be provided in accordance with CFC Appendix B, Fire Flow Requirements for Buildings, for the protection of buildings, or portions of buildings, hereafter constructed. The required fire hydrant flow for this project is 750 gallons per minute (with fire sprinklers) (CFC Appendix B) and one available fire hydrant must be within 250 feet from any point on lot street frontages. (CFC Appendix C)

FID12 Operational Fire Hydrant(s) (CFC 508.1, 508.5.1 & 1412.1): Operational fire hydrant(s) shall be installed within 250 feet of all combustible construction. They shall be installed and made serviceable prior to and during construction. No landscape planting, walls, or fencing is permitted within 3 feet of fire hydrants, except ground cover plantings

FID1 NFPA 13D Fire Sprinklers Required: An automatic fire sprinkler system is required. Only a C-16 licensed fire sprinkler contractor shall perform system design and installation. System to be designed and installed in accordance with NFPA standard 13D, 2013 Edition, as modified by local ordinance.

FID 14 PROJECT NOTES:
Designated Fire Access Road depicted at the east side of the complex shall meet fire apparatus access road requirements above. Bocce Ball Court shall not interfere with the road level.

END OF CONDITIONS

ATTACHMENT 4

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP 36725 AND AN ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT WITH FAR WEST INDUSTRIES, A CALIFORNIA CORPORATION, FOR PROPERTY LOCATED ALONG NORTH PALM CANYON DRIVE, SOUTH OF ALVARADO ROAD AND WEST OF DE ANZA ROAD, IN SECTION 3, TOWNSHIP 3 SOUTH, RANGE 4 EAST.

WHEREAS, the Planning Commission of the City of Palm Springs, at its meeting of December 10, 2014, recommended approval of Tentative Tract Map 36725 ("TTM 36725"), subject to conditions; and

WHEREAS, the City Council of the City of Palm Springs, (hereinafter the "City"), at its meeting of January 7, 2015 approved TTM 36725, subject to conditions, for the subdivision of 5.2 acres into 46 condominium residential units; and

WHEREAS, the expiration date of TTM 36725 was January 7, 2017; and

WHEREAS, on October 4, 2016, Far West Industries, a California corporation (hereinafter the "Subdivider"), timely filed a final map for TTM 36725 with the City Engineer in accordance with Section 66456 of the California Government Code; and

WHEREAS, pursuant to state law (California Government Code Section 66452.6 [the "Map Act"]), once the timely filing of a final map has been made to the City Engineer, all subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the Tentative Tract Map; and

WHEREAS, Subdivider proposes the abandonment of a public utility easement over Cortez Road vacated by the City of Palm Springs per Instrument No. 249546 recorded December 1, 1983, within the boundary of Tract Map 36725, pursuant to Section 66434 (g) of the California Government Code; and

WHEREAS, the Subdivider has offered for dedication to the City of Palm Springs on the final map for TTM 36725 the following: an easement for public utilities with right of ingress and egress of service and emergency vehicles, and personnel, and for sewer purposes, shown as "PSE" (Private Street Easement); an easement for public utility and sewer purposes, shown as "5' PUE"; and

WHEREAS, required public improvements have not been completed by the Subdivider as of the filing of the final map for TTM 36725, and the Subdivider has requested that the City enter into a Subdivision Improvement Agreement with the Subdivider to secure the cost of public improvements in accordance with Section 66462 of the California Government Code.

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

- Section 1.** The above recitals are all true and correct.
- Section 2.** Tract Map 36725 is in substantial conformance with the approved Tentative Tract Map 36725.
- Section 3.** Tract Map 36725 is in conformance with the General Plan.
- Section 4.** Tract Map 36725 conforms to all requirements of the Subdivision Map Act of the State of California.
- Section 5.** The abandonment of a public utility easement over Cortez Road vacated by the City of Palm Springs per Instrument No. 249546 recorded December 1, 1983, within the boundary of Tract Map 36725, is approved pursuant to Section 66434(g) of the California Government Code.
- Section 6.** In accordance with Section 66477.1 of the California Government Code, the offers of dedication to the public on Tract Map 36725 shall be accepted by the City Clerk, subject to improvement, who shall certify acceptance by signature on the map thereof.
- Section 7.** The City Council hereby approves a Subdivision Improvement Agreement for Tract Map 36725 with the Subdivider, and accepts subdivision improvement securities in conformance with the requirements therein for public improvements.
- Section 8.** The City Manager is hereby authorized to execute the Subdivision Improvement Agreement with the Subdivider.
- Section 9.** The City Clerk shall cause to have recorded the Subdivision Improvement Agreement with the Riverside County Recorder.
- Section 10.** Tract Map 36725 is hereby approved for purposes therein defined.

ADOPTED THIS 19th day of July, 2017.

David H. Ready, City Manager

ATTEST:

Kathleen D. Hart, MMC
Interim City Clerk

CERTIFICATION

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

I, Kathleen D. Hart, MMC, Interim City Clerk of the City of Palm Springs, hereby certify that Resolution No. _____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on July 19, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Kathleen D. Hart, MMC, Interim City Clerk
City of Palm Springs, California