



City Council Staff Report

July 15, 2009

CONSENT CALENDAR

Subject: APPROVAL OF TRACT MAP 35999 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH PRESCOTT PLACE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR A ONE PARCEL TRACT MAP FOR MIXED USE COMMERCIAL AND RESIDENTIAL CONDOMINIUMS LOCATED AT 901 N. PALM CANYON DRIVE, IN SECTION 10, TOWNSHIP 4 SOUTH, RANGE 4 EAST

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

John L. Sanborn, representing Prescott Place, LLC, a California Limited Liability Company, has prepared a tract map for subdivision of property into one condominium parcel for mixed use commercial and residential condominiums, located at 901 N. Palm Canyon Drive, in Section 10, Township 4 South, Range 4 East. Approval of the tract map will allow the map to be recorded. This is merely a ministerial action, as required by the Municipal Code and the Subdivision Map Act.

RECOMMENDATION:

- 1) Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP 35999 FOR PROPERTY LOCATED AT 901 N. PALM CANYON DRIVE, IN SECTION 10, TOWNSHIP 4 SOUTH, RANGE 4 EAST, AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH PRESCOTT PLACE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY;" and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

John L. Sanborn, representing Prescott Place, LLC, a California Limited Liability Company, submitted Tract Map 35999, requesting that the property located at 901 N. Palm Canyon Drive, in Section 10, Township 4 South, Range 4 East, be subdivided into

ITEM NO. 7.0.

one condominium parcel for mixed use commercial and residential condominiums on a 0.6 acre site.

At its meeting of August 13, 2008, the Planning Commission recommended approval of Tentative Tract Map 35999, which was subsequently approved by the City Council, subject to conditions, on September 17, 2008.

The property being subdivided as Tract Map 35999 for mixed use commercial and residential condominium purposes is the site of Prescott Place.

It has been determined that required conditions have been satisfied, that Tract Map 35999 is in substantial conformance with the approved Tentative Tract Map, and that Parcel Map 35999 is ready for City Council approval.

FISCAL IMPACT:

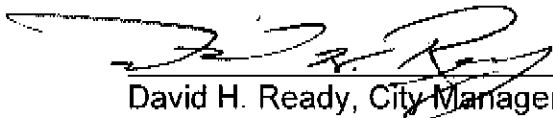
None.



David J. Barakian
Director of Public Works/City Engineer



Thomas J. Wilson
Assistant City Manager



David H. Ready, City Manager

ATTACHMENTS:

1. Map
2. Subdivision Improvement Agreement
3. Resolution

ATTACHMENT 1
TRACT MAP 35999

OWNER'S STATEMENT

I HEREBY STATE THAT WE ARE THE OWNERS OF THE LANDS INCLUDED HEREIN AND WE HAVE THE AUTHORITY TO EXECUTE THIS INSTRUMENT. WE HAVE BEEN ADVISED BY A PROFESSIONAL PERSON WHO HAS BEEN LICENSED TO PRACTICE AS A REALTOR THAT THE MAP AS SHOWN HEREON IS CORRECT AND ACCURATE AND THAT THE MAP AS SHOWN HEREON IS THE ONLY MAP OF RECORD FOR THIS SUBDIVISION. WE HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT AND THAT WE HAVE NOT BEEN ADVISED BY ANY PERSON WHO HAS BEEN LICENSED TO PRACTICE AS A REALTOR THAT THE MAP AS SHOWN HEREON IS NOT CORRECT OR INCOMPLETE. WE HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT AND THAT WE HAVE NOT BEEN ADVISED BY ANY PERSON WHO HAS BEEN LICENSED TO PRACTICE AS A REALTOR THAT THE MAP AS SHOWN HEREON IS NOT CORRECT OR INCOMPLETE.

BY: STEPHEN E. NEVILLS - TRUSTEE
CANTON NATIONAL BANK, SHERIDAN CENTER, TRUST
RECORDED MAY 5, 2009 AS INSTRUMENT NO. 2009-0212507

BY: MARK CHRISTIANSON
EXECUTIVE VICE PRESIDENT
NOTARIAL ACKNOWLEDGEMENT
STATE OF CALIFORNIA) SS
COUNTY OF RIVERSIDE) SS

BEFORE ME, NOTARY PUBLIC, PERSONALLY APPEARED _____ AND _____, KNOWN TO ME ON THE BASIS OF SUBSTANTIATED EVIDENCE TO BE TRUE AND CORRECT, WHO HAVE REQUESTED THAT I EXECUTE THIS INSTRUMENT AND ACKNOWLEDGE TO ME THAT WE ARE THE OWNERS OF THE SAME IN WE/AND/THEIR AUTHORIZED CAPACITIES, AND THAT BY SIGNING/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR PERSON(S) IN WE/AND/BEHALF OF WHOM THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER THE PENALTY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
NOTARY PUBLIC
STATE OF CALIFORNIA) SS
COUNTY OF RIVERSIDE) SS

BEFORE ME, NOTARY PUBLIC, PERSONALLY APPEARED _____ AND _____, KNOWN TO ME ON THE BASIS OF SUBSTANTIATED EVIDENCE TO BE TRUE AND CORRECT, WHO HAVE REQUESTED THAT I EXECUTE THIS INSTRUMENT AND ACKNOWLEDGE TO ME THAT WE ARE THE OWNERS OF THE SAME IN WE/AND/THEIR AUTHORIZED CAPACITIES, AND THAT BY SIGNING/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR PERSON(S) IN WE/AND/BEHALF OF WHOM THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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SIGNATURE _____
NOTARY PUBLIC
STATE OF CALIFORNIA) SS
COUNTY OF RIVERSIDE) SS

BEFORE ME, NOTARY PUBLIC, PERSONALLY APPEARED _____ AND _____, KNOWN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE TRUE AND CORRECT, WHO HAVE REQUESTED THAT I EXECUTE THIS INSTRUMENT AND ACKNOWLEDGE TO ME THAT WE ARE THE OWNERS OF THE SAME IN WE/AND/THEIR AUTHORIZED CAPACITIES, AND THAT BY SIGNING/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR PERSON(S) IN WE/AND/BEHALF OF WHOM THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER THE PENALTY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
NOTARY PUBLIC
STATE OF CALIFORNIA) SS
COUNTY OF RIVERSIDE) SS

**IN THE CITY OF PALM SPRINGS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 35999
BEING A SUBDIVISION OF A PORTION OF LOT 111, MERRITO VISTA
AS FILED IN MAP BOOK 12 AT PAGE 94, RIVERSIDE COUNTY RECORDS
IN THE S.E. 1/4 OF SECTION 10, T4S, R4E., S.B.M.**

**SANBORN A/E INC.
FOR CONDOMINIUM PURPOSES
JANUARY 2009**

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THE DATE THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE MAP FOR RIVERSIDE COUNTY, COUNTY ANNUAL, OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED TO BE PAID FOR A USE BUT NOT YET PAYABLE.

DATED: 2/09
BY: NANCY ROMERO
COUNTY TAX COLLECTOR

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT I BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND CASHED UPON THE PART OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF MAKING THIS BOND WERE IN THE COUNTY RECORDS, ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DAILY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: 2/09
BY: NANCY ROMERO
COUNTY TAX COLLECTOR

SIGNATURE COMMISSIONS

PURSUANT TO SECTION 54000 (ALL AND A PART) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN DATED:

EASEMENT FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL HERETO AS GRANTED IN A DOCUMENT:
GRANTEE: CALIFORNIA ELECTRIC POWER COMPANY
RECORDED: JULY 25, 1949 W 5009; 897 PAGE 461 OF OFFICIAL RECORDS

EASEMENT FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL HERETO AS GRANTED IN A DOCUMENT:
GRANTEE: CALIFORNIA WIRE AND TELEPHONE COMPANY
RECORDED: DECEMBER 18, 1938 W 8004 1228 PAGE 355 OF OFFICIAL RECORDS

SOILS REPORT

PURSUANT TO SECTION 54000 OF THE SUBDIVISION MAP ACT, A SOILS ENGINEERING REPORT WAS PREPARED BY SHAWNEE ENGINEERING COMPANY, 12200 40TH AVENUE, THE CITY OF PALM SPRINGS, ENGINEERING DEPARTMENT.

RECORDER'S STATEMENT
FILED THIS 11th DAY OF 2009 AT _____
IN BOOK _____ OF MAPS AT PAGES _____ AT THE
REQUEST OF THE CITY CLERK OF THE CITY OF PALM SPRINGS,
CALIFORNIA.
FILE: LARRY W. HAWD
ASSESSOR - COUNTY CLERK - RECORDER

BY: _____ DEPUTY
SUBDIVISION GUARANTEE BY: _____ DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT. I HAVE BEEN ADVISED BY A PROFESSIONAL PERSON WHO HAS BEEN LICENSED TO PRACTICE AS A REALTOR THAT THE MAP AS SHOWN HEREON IS CORRECT AND ACCURATE AND THAT THE MAP AS SHOWN HEREON IS THE ONLY MAP OF RECORD FOR THIS SUBDIVISION. I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT AND THAT I HAVE NOT BEEN ADVISED BY ANY PERSON WHO HAS BEEN LICENSED TO PRACTICE AS A REALTOR THAT THE MAP AS SHOWN HEREON IS NOT CORRECT OR INCOMPLETE.

DATED: 2/09
BY: JOHN J. SANBORN
L.S. EXP. 07/30/10

CITY ENGINEER'S STATEMENT

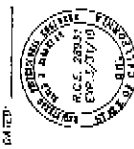
I HEREBY STATE THAT I HAVE EXAMINED THE MAP AND THAT THE MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE ORIGINAL MAP AND THAT THE MAP AS SHOWN HEREON IS CORRECT AND ACCURATE AND THAT THE MAP AS SHOWN HEREON IS THE ONLY MAP OF RECORD FOR THIS SUBDIVISION. I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT AND THAT I HAVE NOT BEEN ADVISED BY ANY PERSON WHO HAS BEEN LICENSED TO PRACTICE AS A REALTOR THAT THE MAP AS SHOWN HEREON IS NOT CORRECT OR INCOMPLETE.

DATED: 2/09
BY: DAVID A. GARRAWAY
E.C.E. NO. 28911
REC. EXP. 3/31/10

CITY CLERK'S STATEMENT

I, JAMES THOMPSON, CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY OF PALM SPRINGS, STATE OF CALIFORNIA, HEREBY STATE THAT SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 11th DAY OF FEBRUARY, 2009, HAS ADOPTED THE MAP AS SHOWN HEREON AND HAS ACCEPTED ON BEHALF OF THE PUBLIC SUBDIVISION OF ACCESS RIGHTS.

DATED: 2/09
BY: JAMES THOMPSON
CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY OF PALM SPRINGS, CALIFORNIA



ATTACHMENT 2
SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF PALM SPRINGS

and

**PRESCOTT PLACE LLC
A CALIFORNIA LIMITED LIABILITY COMPANY**

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2009, by and between the CITY OF PALM SPRINGS, a California charter city ("CITY"), and PRESCOTT PLACE LLC, a California Limited Liability Company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map for Tract Map No. 35999 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. 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.

C. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement 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 \$547,500.00.

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.

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 \$547,500.00 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 \$273,750.00 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 \$2,000.00 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$82,125.00 equal to 15% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

(d) General Requirements for all Security Instruments.

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

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

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

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

4.4 Letters of Credit.

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

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other

documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5 Release of Security Instruments.

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

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

(ii) the Works of Improvement have been accepted;

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

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

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

5. Cost of Construction and Provision of Inspection Service.

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

5.2 Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City Council. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have

been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

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

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

8. Default.

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

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

8.3 Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses

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

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

10. General Provisions.

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

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

10.3 Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

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

* * * * *

(Signatures on Next Page)

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

ATTEST:
CALIFORNIA

CITY OF PALM SPRINGS,

By _____
James Thompson, City Clerk

By _____
David H. Ready, City Manager

STANDARD FORM CITY ATTORNEY APPROVED AGREEMENT
RECOMMENDED BY:

David Barakian, City Engineer

SUBDIVIDER:

PRESCOTT PLACE LLC, A California Limited Liability Company

By: Benson & Nichols Trust of 2003, dated February 13, 2003, its Sole Member

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: Stephen C. Nichols
Signature (notarized) 3116109

By: Sarah J. Benson
Signature (notarized)

Name: Stephen C. Nichols

Name: Sarah J. Benson

Title: Trustee of the Benson & Nichols Trust Dated February 13, 2003

Title: Trustee of the Benson & Nichols Trust Dated February 13, 2003

(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)

ACKNOWLEDGMENT

State of California
County of Riverside)

On March 16, 2009 before me, Ruth Bryan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Ruth Bryan (Seal)

Title or Type of Document Subdivision Improvement Agreement

Number of Pages 18 Date of Document March 16, 2009

Mailing Address:

Stephen C. Nichols and Sarah J. Benson
Prescott Place LLC
879 N. Palm Canyon Drive
Palm Springs, CA 92262

EXHIBIT "A"

TRACT MAP 35999 LEGAL DESCRIPTION

Tract Map No. 35999, as recorded in Map Book _____, Pages _____ through _____ inclusive, records of Riverside County, California.

EXHIBIT "B"

TENTATIVE TRACT MAP 35999 CONDITIONS OF APPROVAL

EXHIBIT A

Case 5.1110 PD 327 TTM 35999

901 North Palm Canyon Drive

CONDITIONS OF APPROVAL

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

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

ADMINISTRATIVE

- ADM 1. The proposed development of the premises shall conform to all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, or any other City Codes, ordinances and resolutions which supplement the zoning district regulations.
- ADM 2. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.1110. 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 3. That the property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation sidewalks, bikeways, parking areas, landscape, irrigation, lighting, signs,

walls, and fences between the curb and property line, including sidewalk or bikeway easement areas that extend onto private property, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.

- ADM 4. Pursuant to Fish and Game Code Section 711.4 a fee of \$1,876.75 plus a processing fee of \$64.00 is required. This application shall not be considered final until such fee is paid. Payment shall in the form of a money order or cashier's check payable to Riverside County.
- ADM 5. 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 6. 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 give 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 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).

CC&R's

- ADM 7. The applicant prior to issuance of building permits shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning and Zoning for approval in a form to be approved by the City Attorney, to be recorded prior to approval of a final map. The CC&R's

may be enforceable by the City, shall not be amended without City approval, shall require maintenance of all property in a good condition and in accordance with all ordinances.

- ADM 8. 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.
- ADM 9. The CCR's shall have a disclosure statement regarding the location of the project relative to roadway noise, City special events, roadway closures for special events and other activities which may occur in the Central Business District, Desert Museum and Desert Fashion Plaza. Said disclosure shall inform perspective buyers about traffic, noise and other activities which may occur in this area.

CULTURAL RESOURCES

- ADM 10. 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.
- ADM 11. Given that portions of the project area are within an alluvial formation, the possibility of buried resources is increased. A Native American Monitor shall be present during all ground-disturbing activities.
- a. Experience has shown that there is always a possibility of buried cultural resources in a project area. Given that, a Native American Monitor(s) shall be present during all ground disturbing activities including clearing and grubbing, excavation, burial of utilities, planting of rooted plants, etc. Contact the Agua Caliente Band of Cahuilla Indian Cultural Office for additional information on the use and availability of Cultural Resource Monitors. Should buried cultural deposits be encountered, the Monitor shall contact the Director of Planning and Zoning and after the consultation the Director shall have the authority to halt destructive construction and shall notify a Qualified Archaeologist to investigate and, if necessary, the Qualified Archaeologist shall prepare a treatment plan for submission to the State Historic Preservation Officer and Agua Caliente Cultural Resource Coordinator for approval.
 - b. Two copies of any cultural resource documentation generated in connection with this project, including reports of investigations, record search results and site records/updates shall be forwarded to the Tribal Planning, Building, and Engineering Department and one copy to the City Planning and Zoning Department prior to final inspection.

PLANNING DEPARTMENT

- PLN 1. Final landscaping, irrigation, exterior lighting, and fencing plans shall be submitted for approval by the Department of Planning and Zoning prior to issuance of a building permit. Landscape plans shall be approved by the Riverside County Agricultural Commissioner's Office prior to submittal.
- PLN 2. An exterior lighting plan in accordance with Zoning Ordinance Section 93.21.00, Outdoor Lighting Standards, shall be submitted for review and approval by the Director of Planning & Zoning prior to the issuance of building permits. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be submitted for approval prior to issuance of a building permit. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of the hillside is permitted.

GENERAL CONDITIONS

- PLN 3. The project is subject to the City of Palm Springs Water Efficient Landscape Ordinance. The applicant shall submit an application for Final Landscape Document Package to the Director of Planning and Zoning for review and approval prior to the issuance of a building permit. Refer to Chapter 8.60 of the Municipal Code for specific requirements.
- PLN 4. Prior to issuance of a grading permit, a Fugitive Dust and Erosion Control Plan shall be submitted and approved by the Building Official. Refer to Chapter 8.50 of the Municipal Code for specific requirements.
- PLN 5. The grading plan shall show the disposition of all cut and fill materials. Limits of site disturbance shall be shown and all disturbed areas shall be fully restored or landscaped.
- PLN 6. Separate architectural approval and permits shall be required for all signs. A detailed sign program shall be submitted for review and approval by the Planning Commission prior to issuance of building permits.
- PLN 7. All materials on the flat portions of the roof shall be of a light non-reflective color.
- PLN 8. All awnings shall be maintained and periodically cleaned.
- PLN 9. All roof mounted mechanical equipment shall be screened from all possible vantage points both existing and future per Section 9303.00 of the Zoning Ordinance. The screening shall be considered as an element of the overall design and must blend with the architectural design of the building(s). The exterior elevations and roof plans of the buildings shall indicate any fixtures or

equipment to be located on the roof of the building, the equipment heights, and type of screening. Parapets shall be at least 6" above the equipment for the purpose of screening.

- PLN 10. No exterior downspouts shall be permitted on any facade on the proposed building(s) which are visible from adjacent streets or residential and commercial areas.
- PLN 11. Perimeter walls shall be designed, installed and maintained in compliance with the corner cutback requirements as required in Section 9302.00.D.
- PLN 12. The design, height, texture and color of building(s), fences and walls shall be submitted for review and approval prior to issuance of building permits.
- PLN 13. The street address numbering/lettering shall not exceed eight inches in height.
- PLN 14. Construction of any residential unit shall meet minimum soundproofing requirements prescribed pursuant to Section 1092 and related sections of Title 25 of the California Administrative Code. Compliance shall be demonstrated to the satisfaction of the Director of Building and Safety.
- PLN 15. Submit plans meeting City standard for approval on the proposed trash and recyclable materials enclosure prior to issuance of a building permit.
- PLN 16. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.
- PLN 17. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.
- PLN 18. 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 19. Prior to the issuance of building permits, locations of all telephone and electrical boxes must be indicated on the building plans and must be completely screened and located in the interior of the building. Electrical transformers must be located toward the interior of the project maintaining a sufficient distance from the frontage(s) of the project. Said transformer(s) must be adequately and decoratively screened.
- PLN 20. The applicant shall provide all tenants with Conditions of Approval of this project.

PLN 21. Loading space facilities shall be provided in accordance with Section 9307.00 of the Zoning Ordinance. Said facilities shall be indicated on the site plan and approved prior to issuance of building permits.

POLICE DEPARTMENT

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

BUILDING DEPARTMENT

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

ACCESSIBILITY

The following are Conditions of Approval as they pertain to disabled access regulations for the proposed project. All code references are in accordance with the 2007 California Building Code (CBC) Chapters 11A and 11B which implement the fundamentals of the ADA requirements.

SITE PLAN:

- ADA 1. To comply with CBC 1133B.8.5 the ramp leading into the disabled parking access aisle will need to include detectable warnings consisting of truncated domes.
- ADA 2. To comply with CBC 1133B.5.5 the ramp located adjacent to the breezeway shall provide compliant hand rails on both sides of the ramp.
- ADA 3. The site plan does indicate compliance with CBC 1133B.2.4.3 pertaining to the appropriate strike side clearance at all exterior and interior doors. The minimum strike side clearance for exterior doors is 24 inches and 18 inches for interior doors.
- ADA 4. The site plan does indicate compliance with CBC 1133B.7 by providing a minimum of 48 inches clearance for the sidewalk to pass by the existing Sunline Bus Stop.

ENGINEERING DEPARTMENT

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. Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division. The plans shall be approved by the City Engineer prior to issuance of any building permits.

PALM CANYON DRIVE

- ENG 3. An application for an Encroachment License shall be submitted to the Engineering Division to allow construction of building overhangs for solar control within the public right-of-way of Palm Canyon Drive. The application for the Encroachment License shall be approved by City Council prior to issuance of a building permit.
- ENG 4. The four existing palm trees along the Palm Canyon Drive frontage are maintained by the City and shall be protected in place to be incorporated into the overall design of this project. Removal of any palm tree will require advance approval by the City Engineer and Director of Parks and Recreation, and require relocation and adjustment of existing irrigation and lighting system improvements.
- ENG 5. New or transplanted palm trees shall be guaranteed for a period of 90 days from the date of acceptance by the City Engineer. Any palm trees that fail during the 90-day landscape maintenance period shall be replaced with a new palm tree of similar trunk diameter and height to the satisfaction of the City Engineer, and shall be subject to a subsequent 90-day landscape maintenance period.
- ENG 6. The existing decorative lighting system along the Palm Canyon Drive frontage is maintained by the City and shall be protected in place. Any relocation of lighting improvements will require advance approval by the City Engineer.
- ENG 7. All broken or off grade street improvements shall be repaired or replaced.

HERMOSA PLACE

- ENG 8. Construct a 6 inch curb and gutter, located 20 feet south of centerline along the entire frontage, in accordance with City of Palm Springs Standard Drawing No. 200.

- ENG 9. Construct a 26 feet wide driveway approach with a centerline located approximately 35 feet east of the west property line, in accordance with City of Palm Springs Standard Drawing No. 205.
- ENG 10. Construct a Type C curb ramp meeting current California State Accessibility standards on each side of the driveway approach in accordance with City of Palm Springs Standard Drawing No. 214. The applicant shall ensure that an appropriate path of travel, meeting ADA guidelines, is provided across the driveway, and shall adjust the location of the access ramps, if necessary, to meet ADA guidelines, subject to the approval of the City Engineer and ADA Coordinator. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines.
- ENG 11. 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 12. Construct pavement with a minimum pavement section of 2½ inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to centerline along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110 and 305. 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.

EL ALAMEDA

- ENG 13. Construct a 6 inch curb and gutter, located 20 feet north of centerline along the entire frontage from the project entrance to Palm Canyon Drive, in accordance with City of Palm Springs Standard Drawing No. 200.
- ENG 14. Construct a 26 feet wide driveway approach with a centerline located approximately 35 feet east of the west property line, in accordance with City of Palm Springs Standard Drawing No. 205.
- ENG 15. Construct a Type C curb ramp meeting current California State Accessibility standards on each side of the driveway approach in accordance with City of Palm Springs Standard Drawing No. 214. The applicant shall ensure that an appropriate path of travel, meeting ADA guidelines, is provided across the driveway, and shall adjust the location of the access ramps, if necessary, to meet ADA guidelines, subject to the approval of the City Engineer and ADA Coordinator. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines.
- ENG 16. 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 17. Construct pavement with a minimum pavement section of 2½ inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to centerline along the entire in accordance with City of Palm Springs Standard Drawing No. 110 and 305. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

ON-SITE

ENG 18. The minimum pavement section for all on-site pavement shall be 2½ inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

SANITARY SEWER

ENG 19. All sanitary facilities shall be connected to the public sewer system. The on-site sewer system shall not connect to any existing sewer manhole, and shall connect to the sewer main with a standard sewer lateral connection in accordance with City of Palm Springs Standard Drawing No. 405.

ENG 20. All on-site sewer systems shall be privately maintained. Provisions for maintenance of the on-site sewer system acceptable to the City Engineer shall be included in the Covenants, Conditions and Restrictions (CC&R's) required for this project.

GRADING

ENG 21. Submit a Precise Grading and Paving Plan prepared by a California registered civil engineer to the Engineering Division for review and approval. The Precise Grading and Paving Plan shall be approved by the City Engineer prior to issuance of grading permit.

- a. A Fugitive Dust Control Plan shall be prepared by the applicant and/or its grading contractor and submitted to the Engineering Division for review and approval. The applicant and/or its grading contractor shall be required to comply with Chapter 8.50 of the City of Palm Springs Municipal Code, and shall be required to utilize one or more "Coachella Valley Best Available Control Measures" as identified in the Coachella Valley Fugitive Dust Control Handbook for each fugitive dust source such that the applicable performance standards are met. The applicant's or its

contractor's Fugitive Dust Control Plan shall be prepared by staff that has completed the South Coast Air Quality Management District (AQMD) Coachella Valley Fugitive Dust Control Class. The applicant and/or its grading contractor shall provide the Engineering Division with current and valid Certificate(s) of Completion from AQMD for staff that has completed the required training. For information on attending a Fugitive Dust Control Class and information on the Coachella Valley Fugitive Dust Control Handbook and related "PM10" Dust Control issues, please contact AQMD at (909) 396-3752, or at www.AQMD.gov. A Fugitive Dust Control Plan, in conformance with the Coachella Valley Fugitive Dust Control Handbook, shall be submitted to and approved by the Engineering Division prior to approval of the Precise Grading and Paving plan.

- b. The first submittal of the Precise Grading and Paving Plan shall include the following information: a copy of final approved conformed copy of Conditions of Approval; a copy of a final approved conformed copy of the site plan; a copy of current Title Report; and a copy of Soils Report.
- ENG 22. Prior to approval of a Grading Plan, the applicant shall obtain written approval to proceed with construction from the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. The applicant shall contact the Tribal Historic Preservation Officer 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 23. In accordance with an approved PM-10 Dust Control Plan, perimeter fencing shall be installed. Fencing shall have screening that is tan in color; green screening will not be allowed. Perimeter fencing shall be installed after issuance of Grading Permit, and immediately prior to commencement of grading operations.
- ENG 24. 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 25. 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 26. Contact Whitewater Mutual Water Company to determine impacts to any existing water lines and other facilities that may be located within the property if any. Make appropriate arrangements to protect in place or relocate any existing Whitewater Mutual Water Company facilities that are impacted by the development. A letter of approval for relocated or adjusted facilities from Whitewater Mutual Water Company shall be submitted to the Engineering Division prior to approval of the Grading Plan.
- ENG 27. Drainage swales shall be provided adjacent to all curbs and sidewalks to keep nuisance water from entering the public streets, roadways, or gutters.
- ENG 28. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of a grading plan.
- ENG 29. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan (if required). The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

DRAINAGE

- ENG 30. This project may be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating stormwater runoff, may be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. If required, such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development.

- ENG 31. 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 32. The project is subject to flood control and drainage implementation fees. The acreage drainage fee at the present time is \$9,212.00 per acre per Resolution No. 15189. Fees shall be paid prior to issuance of a building permit.

GENERAL

- ENG 33. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Palm Springs Standard Drawing No. 115. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including additional pavement repairs to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Desert Water Agency, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than existed prior to construction of the proposed development.
- ENG 34. All proposed utility lines shall be installed underground.
- ENG 35. The record property owner shall enter into a covenant agreeing to underground all of the existing overhead utilities required by the Municipal Code in the future upon request of the City of Palm Springs City Engineer at such time as deemed necessary. The covenant shall be executed and notarized by the property owner and submitted to the City Engineer prior to issuance of a grading permit. A current title report or a copy of a current tax bill and a copy of a vesting grant deed shall be provided to verify current property ownership. A covenant preparation fee in effect at the time that the covenant is submitted shall be paid by the applicant prior to issuance of any grading or building permits.
- ENG 36. All existing utilities shall be shown on the improvement plans required for the project. The existing and proposed service laterals shall be shown from the main line to the property line.

- ENG 37. Upon approval of any improvement plan by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.
- ENG 38. The original improvement plans prepared for the proposed development and approved by the City Engineer shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
- ENG 39. 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.
- ENG 40. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed per City of Palm Springs Standard Drawing No. 904.

MAP

- ENG 41. 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 there from, and copies of record documents shall be submitted with the Final Map to the Engineering Division as part of the review of the Map. The Final Map shall be approved by the City Council prior to issuance of building permits.
- ENG 42. A copy of draft Covenants, Conditions and Restrictions (CC&R's) shall be submitted to the City Attorney for review and approval for any restrictions related to the Engineering Division's recommendations. The CC&R's shall be approved by the City Attorney prior to approval of the Final Map.
- ENG 43. Upon approval of a final map, the final map shall be provided to the City in G.I.S. digital format, consistent with the "Guidelines for G.I.S. Digital Submission" from the Riverside County Transportation and Land Management Agency." G.I.S. digital information shall consist of the following data: California Coordinate System, CCS83 Zone 6 (in U.S. feet); monuments (ASCII drawing exchange file); lot lines, rights-of-way, and centerlines shown

as continuous lines; full map annotation consistent with annotation shown on the map; map number; and map file name. G.I.S. data format shall be provided on a CDROM/DVD containing the following: ArcGIS Geodatabase, ArcView Shapefile, ArcInfo Coverage or Exchange file (e00), DWG (AutoCAD 2004 drawing file), DGN (Microstation drawing file), DXF (AutoCAD ASCII drawing exchange file)), and PDF (Adobe Acrobat 6.0 or greater) formats. Variations of the type and format of G.I.S. digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.

TRAFFIC

- ENG 44. A minimum of 48 inches of clearance for handicap accessibility shall be provided on public sidewalks or pedestrian paths of travel within the development.
- ENG 45. 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 46. Relocate the existing stop and street name sign at the southwest corner of Hermosa Place and Palm Canyon Drive in accordance with City of Palm Springs Standard Drawing No. 624.
- ENG 47. Construction signing, lighting and barricading shall be provided for on all projects as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with State of California, Department of Transportation, "Manual of Traffic Controls for Construction and Maintenance Work Zones" dated 1996, or subsequent additions in force at the time of construction.
- ENG 48. This property is subject to the Transportation Uniform Mitigation Fee which shall be paid prior to issuance of building permit.

FIRE DEPARTMENT

These conditions are subject to final plan check and review. Initial fire department conditions have been determined on the site plan dated 2/21/2008. Additional requirements may be required at that time based on revisions to site plans.

- FID 1. Fire Department Conditions were based on the 2007 California Fire Code. Four complete sets of plans for private fire service mains, fire alarm, or fire sprinkler systems must be submitted at time of the building plan submittal.

- FID 2. Fire Department Access: Fire Department Access Roads shall be provided and maintained in accordance with (Sections 503 CFC)

Minimum Access Road Dimensions:

- FID 3. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet; a greater width for private streets may be required by the City engineer to address traffic engineering, parking, and other issues. The Palm Springs Fire Department requirements for two-way private streets, is a minimum width of 24 feet is required for this project, unless otherwise allowed by the City engineer. No parking shall be allowed in either side of the roadway.
- FID 4. Access During Construction (CFC 503): Access for firefighting equipment shall be provided to the immediate job site at the start of construction and maintained until all construction is complete. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13'6". Fire Department access roads shall have an all weather driving surface and support a minimum weight of 73,000 lbs.
- FID 5. Fire Apparatus Access Gates (8.04.260 PSMC): Entrance gates shall have a clear width of at least 15 feet and be equipped with a frangible chain and padlock during construction.
- FID 6. Buildings and Facilities (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 (45 720 mm) 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.
- FID 7. Premises Identification (CFC 505.1): New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4" high with a minimum stroke width of 0.5".
- FID 8. Key Box Required to be Installed (CFC 506.1): Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location.

- FID 9. Location of Knox boxes: A Knox box shall be installed at every locked gate. Boxes shall be mounted at 5 feet above grade. Show location of boxes on plan elevation views. Show requirement in plan notes.
- FID 10. Fire Flow (CFC 508.3): Fire flow requirements for buildings or portions of buildings and facilities are estimated to be 1500 GPM with the installation of fire sprinklers based on Appendix B of the 2007 CFC.
- FID 11. Operational Fire Hydrant(s) (CFC 508.1, 508.5.1 & 1412.1): Operational fire hydrant(s) shall be installed within 250 feet of all combustible construction. They shall be installed and made serviceable prior to and during construction. No landscape planting, walls, or fencing is permitted within 3 feet of fire hydrants, except ground cover plantings.
- FID 12. NFPA 13 Sprinkler System required (903.3.1.1). Where the provisions of this code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section 903.3.1.1.1.
- FID 13. Balconies and decks (903.3.1.2.1). Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units where the building is of Type V construction. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch (25 mm) to 6 inches (152 mm) below the structural members and a maximum distance of 14 inches (356 mm) below the deck of the exterior balconies and decks that are constructed of open wood joist construction.
- FID 14. Audible Water Flow Alarms (CFC 903.4.2): An approved audible sprinkler flow alarm (Wheelock horn/strobe # MT4-115-WH-VFR with WBB back box or equal) shall be provided on the exterior of the building in an approved location. An approved audible sprinkler flow alarm (Wheelock horn/strobe # MT4-115-WH-VFR with WBB back box or equal) to alert the occupants shall be provided in the interior of the building in a normally occupied location.
- FID 15. Valve and Water-Flow Monitoring (CFC 903.4): All valves controlling the fire sprinkler system water supply, and all water-flow switches, shall be electrically monitored. All control valves shall be locked in the open position. Valve and water-flow alarm and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station.
- FID 16. Fire Alarm System: Fire alarm system is required and installation shall comply with the requirements of NFPA 72, 2002 Edition.

- FID 17. Portable Fire Extinguisher (CFC 906.1): Portable fire extinguishers shall be installed. Provide one 2-A:10-B:C portable fire extinguisher for every 75 feet of floor or grade travel distance for normal hazards. Portable fire extinguishers shall not be obstructed or obscured from view. Portable fire extinguishers shall be installed so that the top is not more than 5 feet above the floor.
- FID 18. Residential Smoke Alarms Installation With Fire Sprinklers (CFC 907.2.10.1.2, 907.2.10.2 & 907.2.10.3): Provide Residential Smoke Alarms (FIREX # 0498 accessory module connected to multi-station FIREX smoke alarms or equal for residential units above businesses and fire sprinkler flow switch). Alarms shall receive their primary power from the building wiring, and shall be equipped with a battery backup. Alarms shall be interconnected so that operation of any smoke alarm causes all smoke alarms within the dwelling to sound.
- FID 19. Fire Hydrant & FDC Location (CFC 912.2): A public commercial fire hydrant is required within 30 feet of the Fire Department Connection (FDC). Fire Hose must be protected from vehicular traffic and shall not cross roadways, streets, railroad tracks or driveways or areas subject to flooding or hazardous material or liquid releases.
- FID 20. Fire Department Connections (CFC 912.2.1 & 912.3): Fire Department connections shall be visible and accessible, have two 2.5 inch NST female inlets, and have an approved check valve located as close to the FDC as possible. All FDC's shall have KNOX locking protective caps. Contact the fire prevention secretary at 760-323-8186 for a KNOX application form.
- FID 21. Retail Space #2 (Café): Insufficient information on existing plans for fire department conditions for the Café.

END OF CONDITIONS.

ATTACHMENT 3

RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP 35999 FOR PROPERTY LOCATED AT 901 N. PALM CANYON DRIVE, IN SECTION 10, TOWNSHIP 4 SOUTH, RANGE 4 EAST, AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH PRESCOTT PLACE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

WHEREAS, the Planning Commission, at its meeting of August 13, 2008, recommended approval of Tentative Tract Map 35999, prepared by John L. Sanborn, representing Prescott Place, LLC, a California Limited Liability Company, for the above described property; and

WHEREAS, the City Council at its meeting of September 17, 2008, approved Tentative Tract Map 35999 subject to conditions; and

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

1. That Final Map 35999 is in substantial conformance with approved Tentative Tract Map 35999; and
2. That requisite conditions associated with Tentative Tract Map 35999 have been satisfied; and
3. That Final Map 35999 is in conformance with the General Plan; and
4. That Final Map 35999 conforms to all requirements of the Subdivision Map Act of the State of California; and
7. That the City Manager is hereby authorized to enter into a Subdivision Improvement Agreement with the subdivider and to accept subdivision improvement security in conformance with the requirements therein for construction of required public improvements; and
8. That the City Clerk shall cause to have recorded with the Riverside County Recorder the Subdivision Improvement Agreement; and
9. That Final Map 35999 is hereby approved for purposes therein defined.

ADOPTED THIS 15th day of July, 2009.

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

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

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. _____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on July 15, 2009, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California