



City Council Staff Report

Date: November 4, 2009

CONSENT CALENDAR

Subject: APPROVAL OF PARCEL MAP 31968 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH ENDURE INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY, FOR AN 8 LOT PARCEL MAP FOR COMMERCIAL PURPOSES LOCATED AT 5200 RAMON ROAD, IN SECTIONS 17 AND 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Reynolds Chris Wright, representing Endure Investments, LLC, a Nevada Limited Liability Company, has prepared a parcel map for subdivision of property into eight parcels, located at 5200 Ramon Road, in Sections 17 and 18, Township 4 South, Range 5 East. Approval of the parcel 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 PARCEL MAP 31968 FOR PROPERTY LOCATED AT 5200 RAMON ROAD, IN SECTIONS 17 AND 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH ENDURE INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY;" and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Reynolds Chris Wright, representing Endure Investments, LLC, a Nevada Limited Liability Company, submitted Parcel Map 31968, requesting that the property located at 5200 Ramon Road, in Sections 17 and 18, Township 4 South, Range 5 East, be subdivided into eight parcels for commercial purposes on a 37 acre site.

ITEM NO. 2.4.09

At its meeting of January 24, 2007, the Planning Commission recommended approval of Tentative Parcel Map 31968, which was subsequently approved by the City Council, subject to conditions, on February 7, 2007.

The property being subdivided as Parcel Map 31968 for commercial purposes is the site of The Springs shopping center.

It has been determined that required conditions have been satisfied, that Parcel Map 31968 is in substantial conformance with the approved Tentative Parcel Map, and that Parcel Map 31968 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 Agreement
3. Resolution

ATTACHMENT 1
PARCEL MAP 31968

PARCEL MAP NO. 31968
WRIGHT LAND DEVELOPMENT, INC - AUGUST 2008

SHEET 1 OF 7 SHEETS
RECORDER'S STATEMENT
FILED THIS 17th DAY OF FEBRUARY 2008 AT 11:00 AM IN BOOK 10 OF MAPS AT THE OFFICE OF THE COUNTY CLERK OF THE CITY OF PALM SPRINGS

LARRY W. WARD
COUNTY ASSESSOR/CLERK/RECORDER
SUBDIVISION SUBMITTER: LAND AMERICA TITLE COMPANY
SECURITY

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BEING A DIVISION OF PARCEL MAP NO. 19287, PLATS 136/53 SA, A PORTION OF PARCEL MAP NO. 24804, PLAT 259/86-61, ALL LOTS OF WILSON COUNTY, CALIFORNIA, AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 5 EAST, 58 N., 14 WESTINGS 79 AND 81, TOWNSHIP 4 SOUTH RANGE 5 EAST 58 N 14

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 RELATED LEGISLATION AT THE REQUEST OF EMILIE WILSON'S DECISION ON APRIL 22, 2007. I HEREBY STATE THAT ALL INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF CALIFORNIA. I HEREBY STATE THAT THIS PARCEL MAP SUBSISTANTLY COMPLIES TO THE CONDITIONALLY APPROVED TENTATIVE MAP

NOTARY ACKNOWLEDGMENT
STATE OF CALIFORNIA
COUNTY OF _____
I, _____, PERSONALLY APPEARED
BEFORE ME, _____, A PUBLIC OFFICER, AND I HAVE IDENTIFIED THE PERSONS WHOSE SIGNATURES ARE ON THE INSTRUMENT AS THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON.

CITY ENGINEER'S STATEMENT
I, _____, ENGINEER, LICENSE NO. _____, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SUBDIVISION MAP AND THE INSTRUMENTS TO BE RECORDED THEREON ARE IN SUBSTANTIAL COMPLIANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND RELATED LEGISLATION. I HEREBY STATE THAT I AM A LICENSED ENGINEER IN THE STATE OF CALIFORNIA. I HEREBY STATE THAT THIS PARCEL MAP SUBSISTANTLY COMPLIES TO THE CONDITIONALLY APPROVED TENTATIVE MAP

SIGNATURE OMISSIONS
I, _____, NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON.

CITY CLERK'S STATEMENT
I, _____, CITY CLERK OF THE CITY OF PALM SPRINGS, DO HEREBY CERTIFY THAT THE SUBDIVISION MAP AND THE INSTRUMENTS TO BE RECORDED THEREON ARE IN SUBSTANTIAL COMPLIANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND RELATED LEGISLATION. I HEREBY STATE THAT I AM A LICENSED CITY CLERK IN THE STATE OF CALIFORNIA. I HEREBY STATE THAT THIS PARCEL MAP SUBSISTANTLY COMPLIES TO THE CONDITIONALLY APPROVED TENTATIVE MAP

TAX BOND CERTIFICATE
I, _____, COUNTY ASSESSOR/CLERK/RECORDER, DO HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON.

ABANDONMENT STATEMENT
I, _____, COUNTY ASSESSOR/CLERK/RECORDER, DO HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON.

TAX COLLECTOR'S CERTIFICATE
I, _____, COUNTY ASSESSOR/CLERK/RECORDER, DO HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON.

SOILS REPORT
I, _____, COUNTY ASSESSOR/CLERK/RECORDER, DO HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON.

OWNER'S STATEMENT
I, _____, COUNTY ASSESSOR/CLERK/RECORDER, DO HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON.

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NOTARY ACKNOWLEDGMENT
STATE OF CALIFORNIA
COUNTY OF _____
I, _____, PERSONALLY APPEARED
BEFORE ME, _____, A PUBLIC OFFICER, AND I HAVE IDENTIFIED THE PERSONS WHOSE SIGNATURES ARE ON THE INSTRUMENT AS THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON.

BENEFICIARY
I, _____, COUNTY ASSESSOR/CLERK/RECORDER, DO HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON.

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COUNTY OF _____
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STATE OF CALIFORNIA
COUNTY OF _____
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BEFORE ME, _____, A PUBLIC OFFICER, AND I HAVE IDENTIFIED THE PERSONS WHOSE SIGNATURES ARE ON THE INSTRUMENT AS THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ACT AND DEED OF THE PERSONS WHOSE NAMES ARE LISTED THEREON.

PARCEL MAP NO. 31968

THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 SHOWS A DIVISION OF PARCEL MAP NO. 18927 P.M.D. 150/53-54, A PORTION OF PARCEL MAP NO. 48904 P.M.D. 150/58-61, ALL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 3 EAST, S20M EAST, S25M, 1/4 SECTIONS 17 AND 18, TOWNSHIP 4 SOUTH, RANGE 3 EAST, S20M
WRIGHT LAND DEVELOPMENT, INC. - AUGUST, 2008

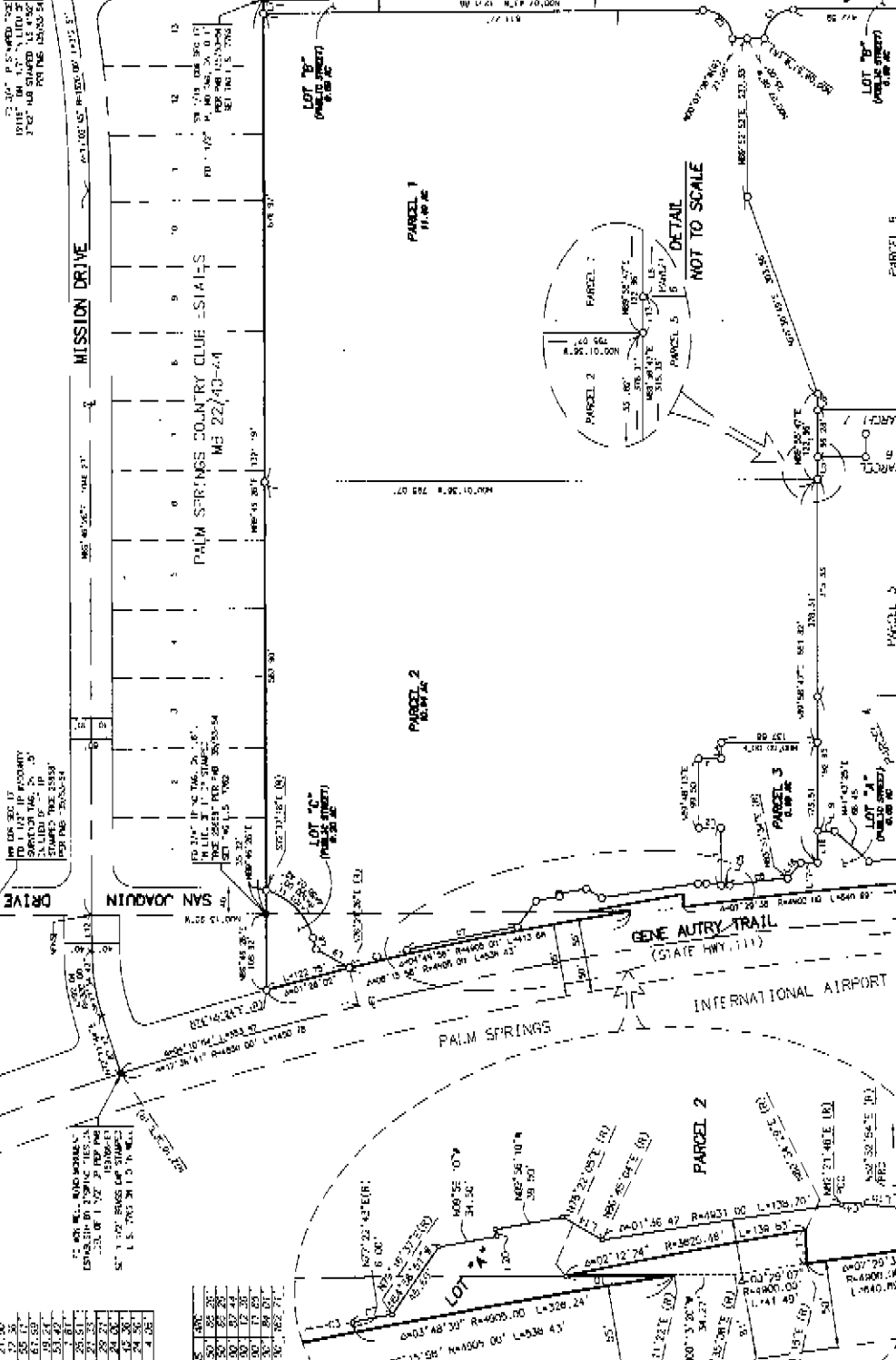
- * SEE SHEET 2 FOR SURVEYOR'S & EGRESS NOTES
- * SEE SHEETS 3 & 6 FOR EXISTING EGRESS
- * SEE SHEET 7 FOR ACCESS RESTRICTIONS & ACCESS DRIVEWAYS

LINE DATA

LINE NO.	START POINT	END POINT	LENGTH	BEARING
L1	1000.00	1000.00	0.00	000°00'00"
L2	1000.00	1000.00	0.00	000°00'00"
L3	1000.00	1000.00	0.00	000°00'00"
L4	1000.00	1000.00	0.00	000°00'00"
L5	1000.00	1000.00	0.00	000°00'00"
L6	1000.00	1000.00	0.00	000°00'00"
L7	1000.00	1000.00	0.00	000°00'00"
L8	1000.00	1000.00	0.00	000°00'00"
L9	1000.00	1000.00	0.00	000°00'00"
L10	1000.00	1000.00	0.00	000°00'00"
L11	1000.00	1000.00	0.00	000°00'00"
L12	1000.00	1000.00	0.00	000°00'00"
L13	1000.00	1000.00	0.00	000°00'00"
L14	1000.00	1000.00	0.00	000°00'00"
L15	1000.00	1000.00	0.00	000°00'00"
L16	1000.00	1000.00	0.00	000°00'00"
L17	1000.00	1000.00	0.00	000°00'00"
L18	1000.00	1000.00	0.00	000°00'00"
L19	1000.00	1000.00	0.00	000°00'00"
L20	1000.00	1000.00	0.00	000°00'00"

CURVE DATA

POINT	PC	PT	PI	PT	PC	PT	PI	PT	PC	PT
1	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00
2	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00
3	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00
4	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00
5	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00
6	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00
7	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00
8	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00
9	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00
10	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00



SEE SHEET 4

DETAIL NOT TO SCALE

PARCEL MAP NO. 31968

THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 DEWITT CONSTRUCTION COMPANY, MAP AND RECORD NO. 18585-S-4, RECORD OF PARCELS MAP NO. 24504, PARCEL 508-508, BY THE RESOURCES OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 5 EAST, S.B.M. 5244, IN SECTIONS 17 AND 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M. 5244, IN SECTIONS 17 AND 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M. 5244.

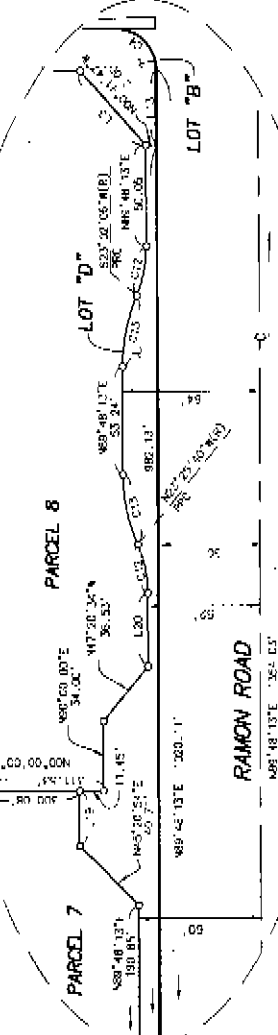
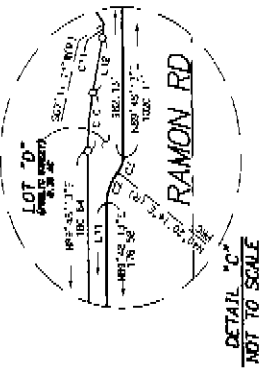
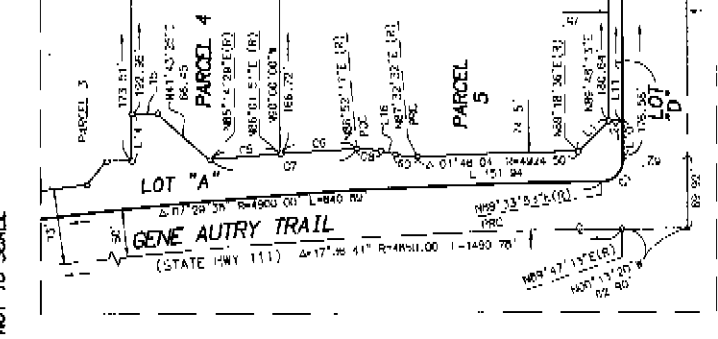
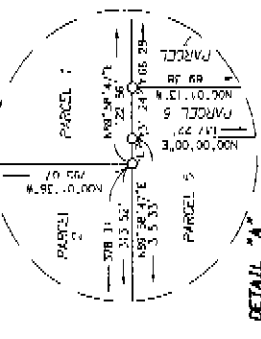
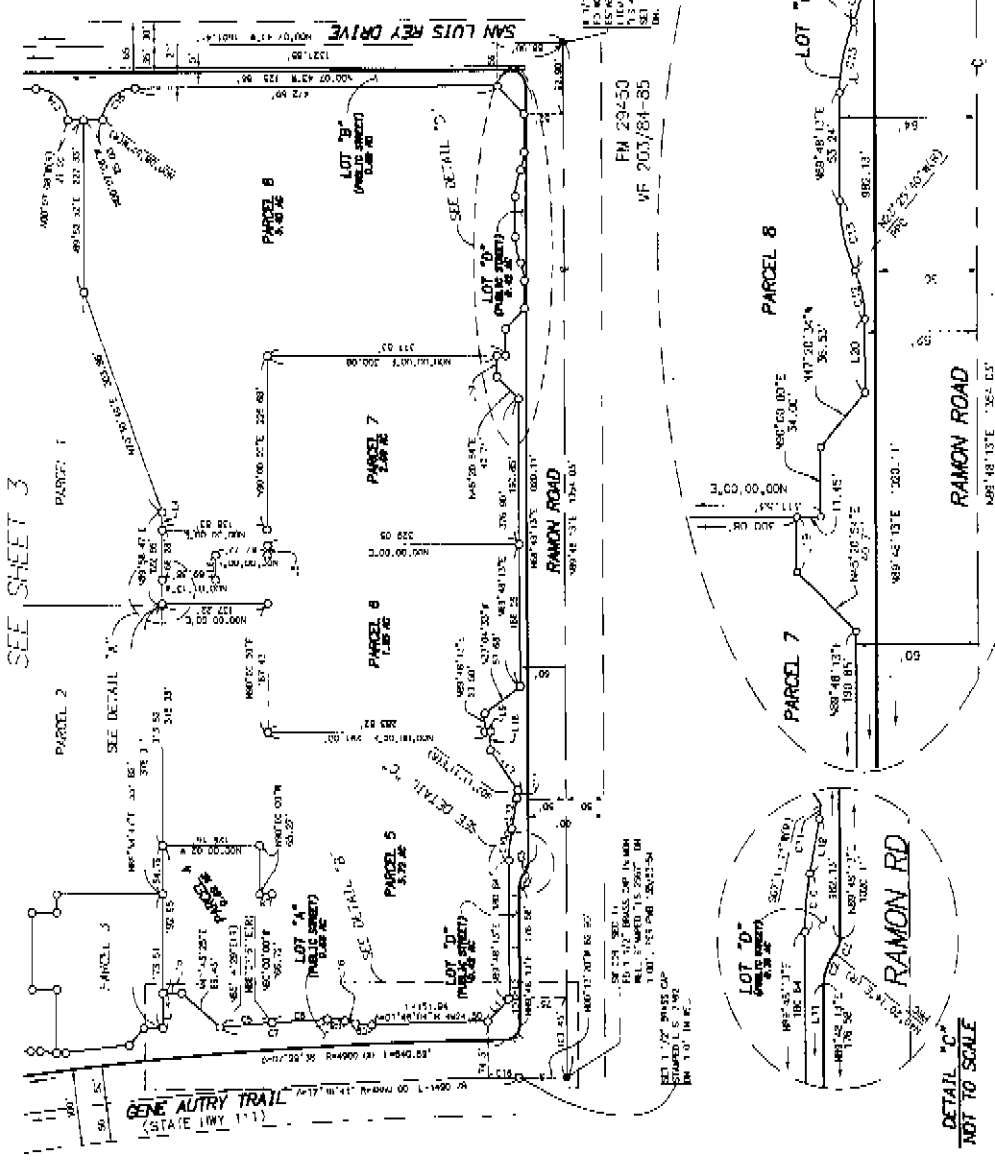
WRIGHT LAND DEVELOPMENT, INC. - AUGUST, 2008

SEE SHEET 3

- SEE SHEET 2 FOR SURVEY & PLANNING NOTES.
- SEE SHEETS 5 & 6 FOR EXISTING EASEMENTS.
- SEE SHEET 7 FOR ACCESS, RESTRICTIONS & ACCESS OPENINGS.

LINE DATA	BEARING	DISTANCE	AREA
L1	N89°45'17"E	100.00	100.00
L2	S89°45'17"W	100.00	100.00
L3	N00°00'00"E	100.00	100.00
L4	S00°00'00"W	100.00	100.00
L5	N00°00'00"E	100.00	100.00
L6	S00°00'00"W	100.00	100.00
L7	N00°00'00"E	100.00	100.00
L8	S00°00'00"W	100.00	100.00
L9	N00°00'00"E	100.00	100.00
L10	S00°00'00"W	100.00	100.00
L11	N00°00'00"E	100.00	100.00
L12	S00°00'00"W	100.00	100.00
L13	N00°00'00"E	100.00	100.00
L14	S00°00'00"W	100.00	100.00
L15	N00°00'00"E	100.00	100.00
L16	S00°00'00"W	100.00	100.00
L17	N00°00'00"E	100.00	100.00
L18	S00°00'00"W	100.00	100.00
L19	N00°00'00"E	100.00	100.00
L20	S00°00'00"W	100.00	100.00
L21	N00°00'00"E	100.00	100.00
L22	S00°00'00"W	100.00	100.00
L23	N00°00'00"E	100.00	100.00
L24	S00°00'00"W	100.00	100.00
L25	N00°00'00"E	100.00	100.00
L26	S00°00'00"W	100.00	100.00
L27	N00°00'00"E	100.00	100.00
L28	S00°00'00"W	100.00	100.00
L29	N00°00'00"E	100.00	100.00
L30	S00°00'00"W	100.00	100.00

PALM SPRINGS COUNTRY CLUB ESTATES
 MI 22/40-44



IN THE CORNER OF THE...
 BEARING... DISTANCE...
 AREA...

PM 294-50
 VF 203/84-85

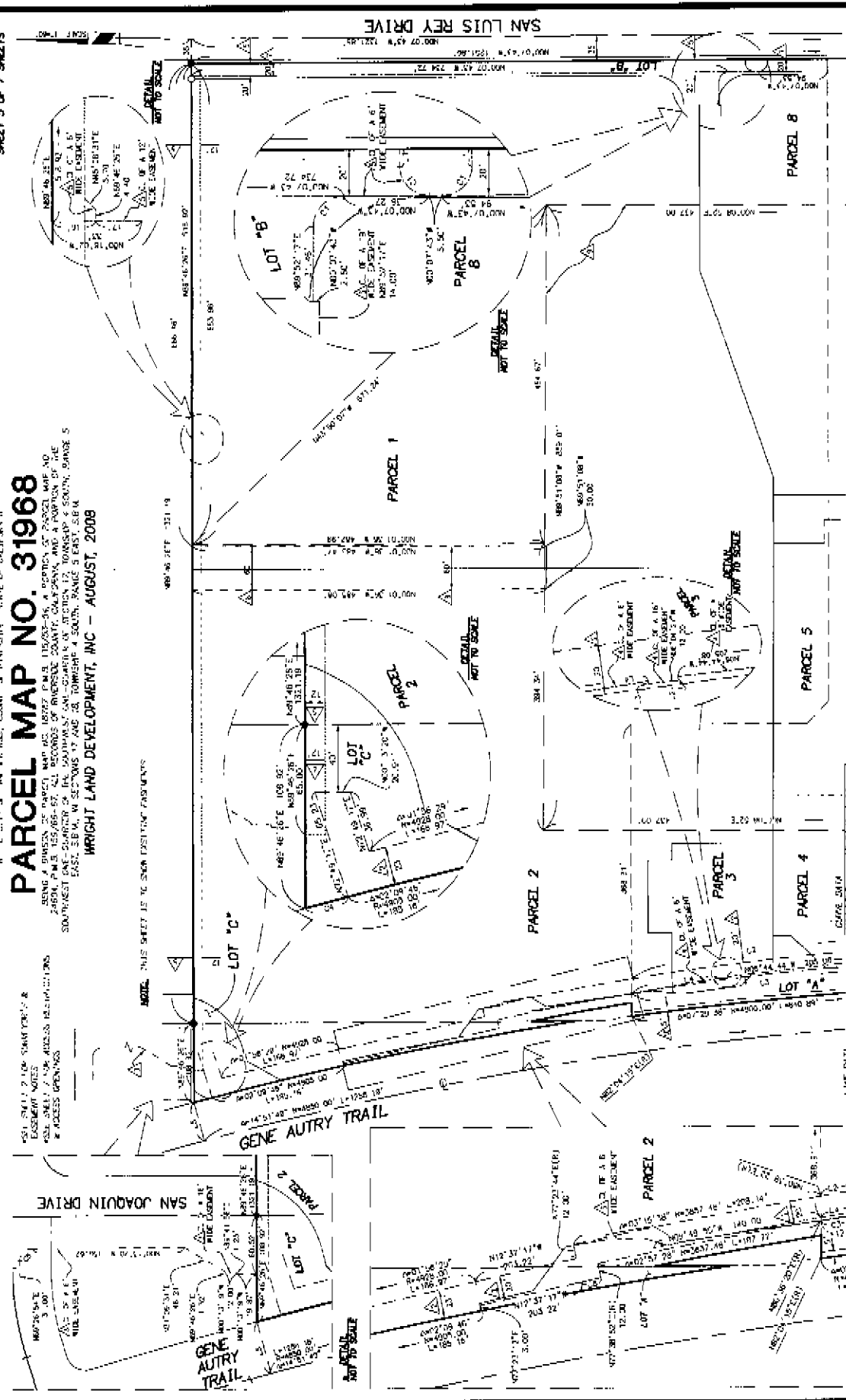
SCALE 1"=100'

PARCEL MAP NO. 31968

IN THE CITY OF SAN JOAQUIN, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

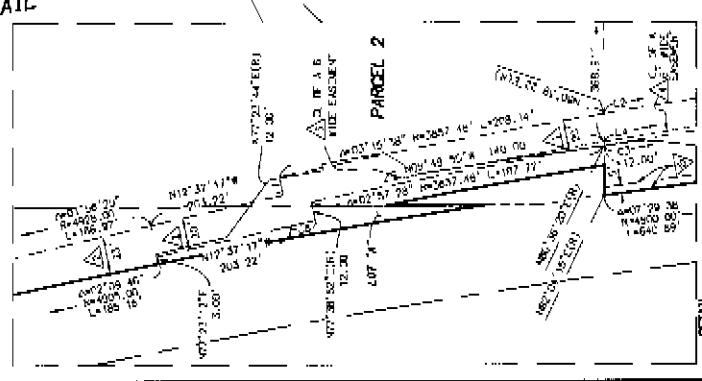
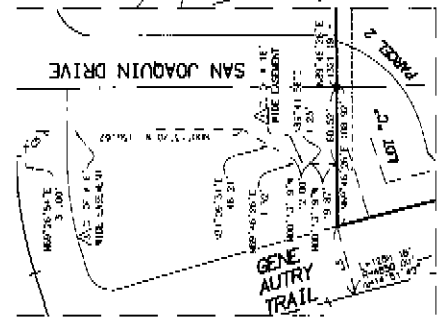
BEING A PORTION OF PARCEL MAP NO. 18282, P.M.B. 115,032-036, A PORTION OF PARCEL MAP NO. 24804, P.M.B. 155,658-67, ALL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 5 EAST, 38 M. W. SECTIONS 17 AND 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, 38 M.

WRIGHT LAND DEVELOPMENT, INC. - AUGUST, 2008



NOTE: THIS SHEET IS TO SHOW EXISTING FEATURES

SEE SHEET 2 FOR SUBMITTALS & COMMENTS. NOTES: 1. ALL LOTS, PARCELS, AND ACCESS ARE SUBJECT TO ALL APPLICABLE ORDINANCES AND REGULATIONS. 2. ACCESS OPENINGS.



LUMP DATA

LOT	ACREAGE	PARCELS	ACRE
1	1.00	1	1.00
2	1.00	1	1.00
3	1.00	1	1.00
4	1.00	1	1.00
5	1.00	1	1.00
6	1.00	1	1.00
7	1.00	1	1.00
8	1.00	1	1.00
TOTAL	8.00	8	8.00

SEE SHEET 6

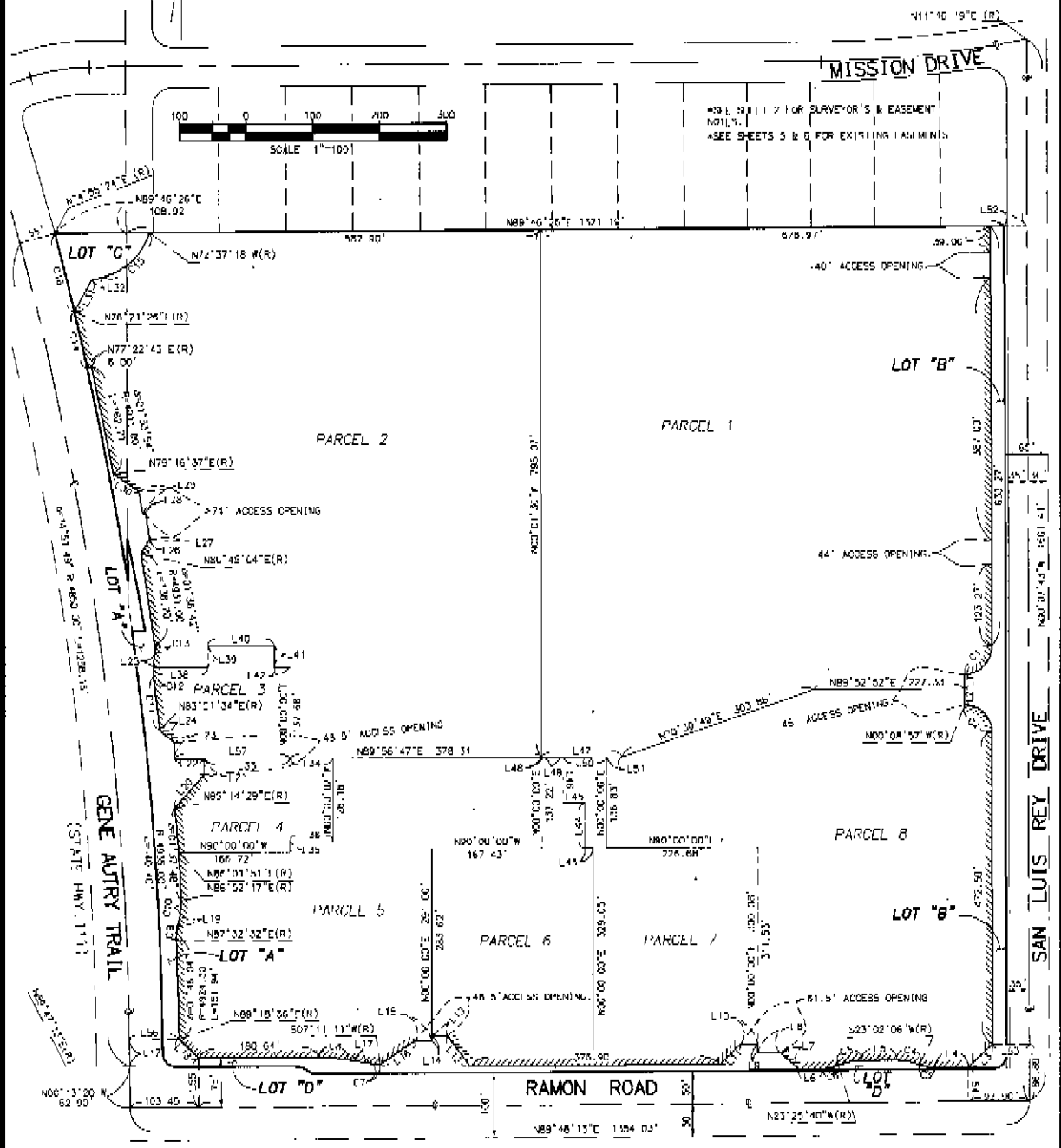


SCALE 1" = 100'

SHEET 7 OF 7 SHEETS

PARCEL MAP NO. 31968

BEING A DIVISION OF PARCEL MAP NO. 18787, P.M.S. 135/53-54, A PORTION OF PARCEL MAP NO. 24604, P.M.B. 128/66-67, ALL IN CITIES OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 4 EAST, 511M, IN SECTIONS 17 AND 18, TOWNSHIP 4 SOUTH, RANGE 4 EAST, 511M
WRIGHT LAND DEVELOPMENT, INC. - AUGUST, 2008



INDICATES ACCESS RIGHTS RESTRICTED

LINE	LENGTH	BEARING
L1	21.18	N00°00'00"W
L2	29.00	N00°00'00"W
L3	37.01	N00°00'00"W
L4	30.85	N00°00'00"W
L5	83.24	N00°00'00"W
L6	34.54	N00°00'00"W
L7	38.74	N00°00'00"W
L8	34.00	N00°00'00"W
L9	42.56	N00°00'00"W
L10	43.71	N00°00'00"W
L11	57.68	N00°00'00"W
L12	87.36	N00°00'00"W
L13	7.18	N00°00'00"W
L14	25.00	N00°00'00"W
L15	8.14	N00°00'00"W
L16	49.32	N00°00'00"W
L17	41.27	N00°00'00"W
L18	15.51	N00°00'00"W

LINE	LENGTH	BEARING
L19	66.45	N00°00'00"W
L20	24.28	N00°00'00"W
L21	43.36	N00°00'00"W
L22	24.00	N00°00'00"W
L23	29.21	N00°00'00"W
L24	2.33	N00°00'00"W
L25	28.91	N00°00'00"W
L26	37.56	N00°00'00"W
L27	4.88	N00°00'00"W
L28	34.80	N00°00'00"W
L29	46.60	N00°00'00"W
L30	33.11	N00°00'00"W
L31	17.26	N00°00'00"W
L32	108.18	N00°00'00"W
L33	64.74	N00°00'00"W
L34	18.79	N00°00'00"W
L35	65.27	N00°00'00"W
L36	62.46	N00°00'00"W

LINE	LENGTH	BEARING
L37	33.37	N00°00'00"W
L38	59.50	N00°00'00"W
L39	20.60	N00°00'00"W
L40	25.84	N00°00'00"W
L41	02.72	N00°00'00"W
L42	26.92	N00°00'00"W
L43	52.28	N00°00'00"W
L44	122.02	N00°00'00"W
L45	1.81	N00°00'00"W
L46	70.24	N00°00'00"W
L47	66.28	N00°00'00"W
L48	32.51	N00°00'00"W
L49	35.00	N00°00'00"W
L50	58.00	N00°00'00"W
L51	78.02	N00°00'00"W
L52	74.50	N00°00'00"W
L53	173.81	N00°00'00"W

NO.	DELTA	RADIUS	ARC
C1	37°19'11"	41.98	25.20
C2	20°11'14"	41.97	12.47
C3	23°19'53"	60.00	24.23
C4	1°11'11"	60.00	1.06
C5	23°13'51"	60.00	12.34
C6	23°19'53"	60.00	24.23
C7	1°11'11"	60.00	1.06
C8	1°11'11"	60.00	1.06
C9	23°19'53"	60.00	24.23
C10	23°19'53"	60.00	24.23
C11	30°28'48"	32.416	16.65
C12	23°24'24"	30.00	11.85
C13	1°11'11"	60.00	1.06
C14	1°11'11"	60.00	1.06
C15	23°02'42"	100.00	38.31
C16	1°26'48"	4239.00	102.74
C17	1°02'12"	4820.00	40.20

ATTACHMENT 2
SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF PALM SPRINGS

and

ENDURE INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this ___ day of _____, 200_, by and between the CITY OF PALM SPRINGS, a California charter city ("CITY"), and Endure Investments, LLC, a Nevada Limited Liability Company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map for Parcel Map No. 31968 in the City of Palm Springs, County of Riverside, State of California (the "Property"). The map contains conditions of approval for the development of the Property (the "Conditions").

B. Subdivider has delivered to City and City has approved the map which requires the setting of monuments, "Monumentation" (as hereinafter defined) which are required to be installed in order to accommodate the development of the Property.

C. Subdivider's agreement to construct and install the Monumentation 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 Monumentation. Subdivider agrees, at its sole cost and expense, to install or cause to be installed the monuments (herein sometimes collectively referred to as the "Monumentation"), as the same may be supplemented and revised from time to time as set forth herein (said map, together with all related documents, are referred to herein as the "Map"). The estimated construction cost for the Monumentation is \$14,500.00.

1.2 Intent of Map. Approval of the Map referenced in Section 1.1 requires a complete work of setting of monumentation 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 the setting of all required Monumentation, even though the Map 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 Map, 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 the setting of any of the Monumentation, reference shall be made to the City Engineer whose decision thereon shall be final.

1.3 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).

1.4 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.

1.5 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.

1.6 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.

1.7 No Warranty by City. The Map for which the setting of Monumentation is required has 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 Map or related documents.

1.8 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.

1.9 Inspection. 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.

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

1.11 Final Acceptance of Monumentation. After Subdivider's contractor has completed all of the Monumentation, 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 setting of Monumentation shall be construed as final acceptance of any part until the overall final acceptance by City is made and the Engineer of Record has submitted written confirmation to the City that the Monumentation has been set and he has been paid in full for said work. Final acceptance shall not constitute a waiver by City of defective work subsequently discovered.

2. Time for Performance.

2.1 Commencement and Completion Dates. Subject to Section 2.2 and 2.3 below, Subdivider shall (i) commence with installation of the Monuments when the final grading and street improvements have been completed ("Commencement Date"); and (ii) complete or cause to be completed all of the Setting of Monumentation two (2) weeks after the Commencement Date.

2.2 Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the setting of Monumentation 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.

2.3 Continuous Work. After commencement of installation of the Monumentation (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 five (5) days, events of Force Majeure excepted.

2.4 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 setting of Monumentation 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 setting of Monumentation 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 Surveyor. Subdivider shall cause all of the setting of Monumentation to be installed under the direct supervision of a California licensed land surveyor in conformance with the map.

3.4 Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the setting of Monumentation 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 bond, letter of credit, instrument 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 (hereinafter "Security Instruments"):

(i) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$14,500.00.

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

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 of Monumentation upon Subdivider's written request upon the completion of the setting of the monumentation and written proof that the Engineer of Record has been paid for said work, 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 installation of the Monumentation.

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 setting of Monumentation. 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 setting of Monumentation until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. Default.

6.1 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.

6.2 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.

6.3 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.

7. 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 installation of the Monumentation 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 wilful misconduct.

8. General Provisions.

8.1 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.

8.2 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.

8.3 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.

9. 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.

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

ATTEST:
CALIFORNIA

CITY OF PALM SPRINGS,

By _____
James Thompson, City Clerk

David H. Ready, City Manager

STANDARD FORM CITY ATTORNEY APPROVED AGREEMENT
RECOMMENDED BY:

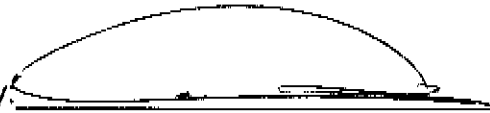
David Barakian, City Engineer

SUBDIVIDER:

ENDURE INVESTMENTS, LLC, A Nevada Limited Liability Company

Check one: Individual Partnership Corporation* Company

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

By: 
Signature (notarized)

By: _____
Signature (notarized)

Name: Mark Gabay

Name: _____

Title: President

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)

"Subdivider"

Mailing Address:

1888 Century Park East, Suite 450
Los Angeles, CA 90067

(310) 247-0900
(310) 247-1525 fax

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California }
COUNTY OF Los Angeles } SS

On December 1, 2008, before me, Patti Ann Lavine, Notary Public,

DATE
personally appeared Muse Gabary
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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 signatures(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. (Seal)

WITNESS my hand and official seal.

[Signature]
Signature of Notary



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document _____
Number of Pages _____ DATE of DOCUMENT _____
Signer(s) Other Than Named Above _____

ATTACHMENT 3

RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING PARCEL MAP 31968 FOR PROPERTY LOCATED AT 5200 RAMON ROAD, IN SECTIONS 17 AND 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH ENDURE INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY

WHEREAS, the Planning Commission, at its meeting of January 24, 2007, recommended approval of Tentative Parcel Map 31968, prepared by Stantec Engineering, representing Endure Investments, LLC, a Nevada Limited Liability Company, for the above described property; and

WHEREAS, the City Council at its meeting of February 7, 2007, approved Tentative Parcel Map 31968 subject to conditions; and

WHEREAS, right of way easements conveyed to the City of Palm Springs by grants of right of way recorded April 21, 1998, as Instrument No. 154175, and June 15, 2007, as Instrument No. 393482; and a sidewalk easement dedicated to the City of Palm Springs as Lot "C" on Parcel Map No. 18787, recorded in Parcel Map Book 135, Pages 53-54, are to be abandoned pursuant to Section 66445 (j) of the Government Code; and

WHEREAS, the owner offers for dedication to the City of Palm Springs for street and public utility purposes Lots "A" through "D", as shown on the Parcel Map; and

WHEREAS, the owner offers for dedication to the City of Palm Springs abutters rights of access along Gene Autry Trail (Highway 111), Ramon Road, and San Luis Rey Drive, as shown on the Parcel Map.

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

1. That Parcel Map 31968 is in substantial conformance with approved Tentative Parcel Map 31968; and
2. That requisite conditions associated with Tentative Parcel Map 31968 have been satisfied; and
3. That Parcel Map 31968 is in conformance with the General Plan; and
4. That Parcel Map 31968 conforms to all requirements of the Subdivision Map Act of the State of California; and
5. That the abandonment of right of way easements conveyed to the City of Palm Springs by grants of right of way recorded April 21, 1998, as Instrument No. 154175, and June 15, 2007, as Instrument No. 393482; and a sidewalk

easement dedicated to the City of Palm Springs as Lot "C" on Parcel Map No. 18787, recorded in Parcel Map Book 135, Pages 53-54, is approved pursuant to Section 66445 (j) of the Government Code; and

6. That the offers of dedication to the public on Parcel Map 31968 shall be accepted by the City Clerk of the City of Palm Springs; 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 monumentation improvements; and
8. That the City Clerk shall cause to have recorded with the Riverside County Recorder the Subdivision Improvement Agreement; and
9. That Parcel Map 31968 is hereby approved for purposes therein defined.

ADOPTED THIS 4th day of November, 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 November 4, 2009, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California