City Council Staff Report

Date: March 21, 2012 CONSENT CALENDAR

Subject: APPROVAL OF TRACT MAP 35544

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Carlos Saldivar, representing San Lorenzo Pride, LLC, an Ohio limited liability company, has prepared a tract map for subdivision of property into a residential condominium lot located at 588 San Lorenzo Road, in Section 23, Township 4 South, Range 4 East. This is 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 35544 FOR PROPERTY LOCATED AT 588 SAN LORENZO ROAD, IN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, AND APPROVING A RELATED SUBDIVISION IMPROVEMENT AGREEMENT;" and

2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Carlos Saldivar, representing San Lorenzo Pride, LLC, an Ohio limited liability company, has submitted Tract Map 35544 requesting that the property located at 588 San Lorenzo Road, in Section 23, Township 4 South, Range 4 East, be subdivided into one residential condominium parcel on a 1.75 acre site.

At its meeting of November 9, 2011, the Planning Commission recommended approval of Tentative Tract Map 35544, which was subsequently approved by the City Council, subject to conditions, on December 14, 2011.

ITEM NO. 8H

It has been determined that required conditions have been satisfied, that Tract Map 35544 is in substantial conformance with the approved Tentative Tract Map, and that Tract Map 35544 is ready for City Council approval.

FISCAL IMPACT:

None.

SUBMITTED:

Prepared by:

Marcus L. Fuller
Assistant Director of Public Works

Recommended by:

David J. Barakian
Director of Public Works/City Engineer

Approved by:

Thomas J. Wilson, Asst. City Manager

David H. Ready, City Manager

ATTACHMENTS:
1. Map
2. Agreement
3. Resolution

ATTACHMENT 1

TRACT MAP 35544

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

TRACT MAP NO. 35544

BEING A SUBDIVISION OF LOTS 15 AND 16, IN BLOCK D OF TAHQUITZ RIVER ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 23, PAGES 76 AND 77, OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, WITHIN SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FOR CONDOMINIUM PURPOSES

CARLOS H. SALDIVAR — FEBRUARY, 2012

OWNER'S STATEMENT

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

SAN LORENZO PRIDE, LLC, AN OHIO LIMITED LIABILITY COMPANY
BY:

DOUGLAS C. LECHR, MANAGING MEMBER

NOTARY ACKNOWLEDGMENT

STATE OF }
COUNTY OF } ss

ON _____ BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____
NOTARY PUBLIC IN AND FOR SAID STATE

NAME PRINTED

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.
MY COMMISSION EXPIRES: _____

NOTARY ACKNOWLEDGMENT

STATE OF }
COUNTY OF } ss

ON _____ BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____
NOTARY PUBLIC IN AND FOR SAID STATE

NAME PRINTED

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.
MY COMMISSION EXPIRES: _____

TAX BOND CERTIFICATE

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

DATED: _____

KECIA HARPER-IHEM
CLERK TO THE BOARD OF SUPERVISORS

BY: _____ DEPUTY

CASH TAX BOND
DON KENT
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

TAX COLLECTOR'S CERTIFICATE

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

DATED: _____

DON KENT
COUNTY TAX COLLECTOR

BY _____ DEPUTY

CITY CLERK'S STATEMENT

I, JAMES THOMPSON, CITY CLERK AND EX-OFFICIO ASSESSOR OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, STATE OF CALIFORNIA, DO HEREBY STATE THAT SAID CITY COUNCIL AT IT'S REGULAR MEETING HELD ON THE _____ DAY OF _____, 2012, DULY APPROVED THE MAP OF TRACT MAP NO. 35544, THE TENTATIVE MAP FOR SAID TRACT WAS APPROVED AT IT'S REGULAR MEETING HELD ON THE 11th DAY OF JUNE, 2008.

DATED: _____, 2012

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

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2012,

AT _____ IN BOOK _____ OF TRACT

MAPS, AT PAGES _____ AT THE REQUEST OF

THE CITY CLERK OF THE CITY OF PALM SPRINGS

GARY L. ORSO, COUNTY RECORDER

BY: _____, DEPUTY

FEE: _____

NO. _____

SUBDIVISION GUARANTEED: LAWYERS TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FOUNDATIONS INVESTMENT GROUP, LLC ON OCTOBER 15, 2007, AND RE-SURVEYED AT THE REQUEST OF SAN LORENZO PRIDE, LLC ON AUGUST 15, 2011. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: _____, 2012

CARLOS HUMBERTO SALDIVAR
P.L.S. NO. 7697
EXPIRATION 12/31/12

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT MAP NO. 35544, CONSISTING OF TEN (10) SHEETS, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE STATE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DAVID J. MAKARIAN — R.C.E. 29691 — DATED:
CITY ENGINEER — EXPIRES 3/31/12

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436(a)(3)(A)(x)(xi) OF THE SUBDIVISION MAP ACT, THE SIGNATURE OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED.

PALM VALLEY LAND AND WATER COMPANY, AN EASEMENT FOR FLUMES AND DITCHES AND INCIDENTAL PURPOSES, RECORDED AUGUST 10, 1887 IN BOOK 88, PAGE 471 OF DEEDS, OFFICIAL RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

CALIFORNIA ELECTRIC POWER COMPANY, AN EASEMENT FOR ELECTRIC POLE LINES, UNDERGROUND CONDUITS AND INCIDENTAL PURPOSES, RECORDED MARCH 23, 1948 IN BOOK 501, PAGE 270 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

04

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

TRACT MAP NO. 35544

BEING A SUBDIVISION OF LOTS 18 AND 19, IN BLOCK D OF TAHQUITZ RIVER ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGES 76 AND 77, OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, WITHIN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FOR CONDOMINIUM PURPOSES

CARLOS H. SALDIVAR — NOVEMBER, 2011

NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

SURVEYOR'S NOTES

1. THIS TRACT CONTAINS 0.73 AC. GROSS WITHIN THE DISTINCTIVE BORDER
2. THIS TRACT CONTAINS 1 LOT.
3. P.U.E. INDICATES PUBLIC UTILITY EASEMENT, AS SHOWN BY MAP OF TAHQUITZ RIVER ESTATES NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGE 76 AND 77, OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY.
4. ( ) INDICATES RECORD DATA PER TAHQUITZ RIVER ESTATES NO. 2, M.B. 22/76-77, OFFICIAL RECORDS, RIVERSIDE CO., UNLESS OTHERWISE NOTED.
5. (( )) INDICATES RECORD DATA PER TRACT MAP NO. 13107, M.B. 105/41-42, OFFICIAL RECORDS, RIVERSIDE CO., UNLESS OTHERWISE NOTED.
6. [ ] INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 57, PAGES 3-16, OF SURVEYS, RIVERSIDE CO., UNLESS OTHERWISE NOTED.
7. ● INDICATES FOUND MONUMENT, AS NOTED.
8. ○ INDICATES SEARCHED, NOTHING FOUND. SET 3/4" IRON PIPE W/ PLASTIC PLUG STAMPED "L.S. 7827", FLUSH, AT ALL CORNERS, OR NAIL AND TAG STAMPED "L.S. 7827" E' CORNER FALLS ON WALL, FENCE, OR CONCRETE, UNLESS OTHERWISE NOTED.

EASEMENT NOTES

1. 5' P.U.E. PER M.B. 22/76-77, O.R.
2. 5' UTILITY EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER CO., PER DOCUMENT RECORDED MARCH 23, 1948 IN BOOK 901, PAGE 270, O.R., RIV. CO.
3. AN EASEMENT FOR FLUMES AND DITCHES IN FAVOR OF PALM VALLEY LAND AND WATER COMPANY RECORDED AUGUST 10, 1887 IN BOOK 68, PAGE 471, OFF. REC., RIV. CO.

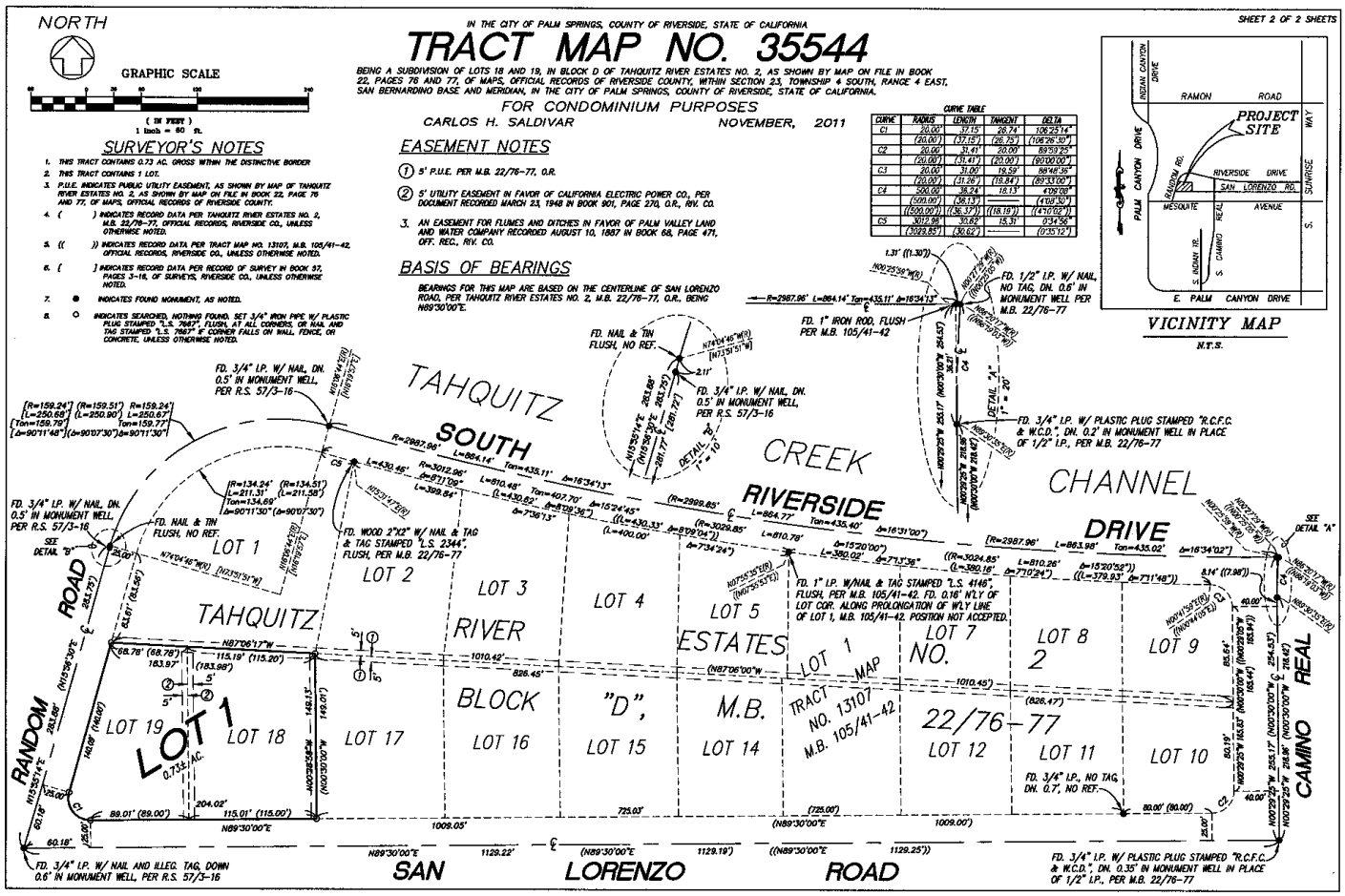
BASIS OF BEARINGS

BEARINGS FOR THIS MAP ARE BASED ON THE CENTERLINE OF SAN LORENZO ROAD, PER TAHQUITZ RIVER ESTATES NO. 2, M.B. 22/76-77, O.R., BEING N89°30'00"E.

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	20.00'	37.15'	26.74'	106°25'14"
	(20.00')	(37.15')	(26.75')	(106°26'10")
C2	20.00'	31.41'	20.00'	89°59'25"
	(20.00')	(31.41')	(20.00')	(90°00'00")
C3	20.00'	31.00'	19.59'	88°48'35"
	(20.00')	(31.26')	(19.84')	(89°33'00")
C4	500.00'	38.24'	18.13'	4°22'58"
	(500.00')	(38.13')	———	(4°22'30")
	(1500.00')	(136.37')	(118.19')	(14°10'02")
C5	3012.95'	30.62'	15.31'	0°34'56"
	(3023.85')	(30.62')	———	(0°35'12")

VICINITY MAP
N.T.S.



03

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF PALM SPRINGS

and

SAN LORENZO PRIDE, LLC

AN OHIO LIMITED LIABILITY COMPANY

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2012, by and between the CITY OF PALM SPRINGS, a California charter city ("CITY"), and SAN LORENZO PRIDE, LLC, An Ohio Limited Liability Company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map for Tract Map No. 35544 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 $55,150.00.

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

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

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

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

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

1.6 Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or Subdivider's contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer.

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

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

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

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

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

The inspection of the work by City shall not relieve Subdivider or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

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

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

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

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

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

2. Time for Performance.

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

2.2 Phasing Requirements. Notwithstanding the provisions of Section 2.1, City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider

acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer or his designee, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to his satisfaction.

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

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

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

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

3. Labor.

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

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

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

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

4. Security.

4.1 Required Security.

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

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $55,150.00 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 $27,575.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

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 $8,272.50 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 by entitled.

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

8.3 Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all

other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

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

10. General Provisions.

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

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

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

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

* * * * *

(Signatures on Next Page)

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

ATTEST:
CALIFORNIA

CITY OF PALM SPRINGS,

By _____
James Thompson, City Clerk

_____
David H. Ready, City Manager

STANDARD FORM CITY ATTORNEY APPROVED AGREEMENT
RECOMMENDED BY:

_____
David Barakian, City Engineer

SUBDIVIDER:

SAN LORENZO PRIDE, LLC, An Ohio 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)

Name: Douglas C. Leohr

Title: Manager

(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)

By:_____
Signature (notarized)

Name:_____

Title: _____

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

Mailing Address:

Douglas C. Leohr, Manager
San Lorenzo Pride, LLC
387 Medina Road, Suite 600
Medina, OH 44256-9674

ALL-PURPOSE ACKNOWLEDGMENT

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____}
} SS
COUNTY OF _____}

On_____, before me, _____,Notary Public,
DATE

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 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_____

EXHIBIT "A"

TRACT MAP 35544 LEGAL DESCRIPTION

Tract Map No. 35544, as recorded in Map Book ____, Pages _____ through _____ inclusive, records of Riverside County, California.

EXHIBIT "B"

TENTATIVE TRACT MAP 35544 CONDITIONS OF APPROVAL

RESOLUTION NO.

EXHIBIT A

Case 5.1151 PDD 341 AMND TTM 35544 AMND
Timeshare Condominium Hotel Uses at
588 San Lorenzo Road
December 14, 2011

CONDITIONS OF APPROVAL

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

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

ADMINISTRATIVE CONDITIONS

ADM 1. Project Description. This approval is for the project described per Case 5.1171 PDD 351 TTM 35544 AMND; except as modified with the approved Mitigation Monitoring Program and the conditions below;

ADM 2. Reference Documents. The site shall be developed and maintained in accordance with the plans approved with the June 11, 2008 entitlement, including site plans, architectural elevations, exterior materials and colors, landscaping, and grading on file in the Planning Division except as modified by the approved conditions below.

ADM 3. Conform to all Codes and Regulations. The project shall conform to the conditions contained herein, all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, and any other City County, State and Federal Codes, ordinances, resolutions and laws that may apply.

ADM 4. Minor Deviations. The Director of Planning or designee may approve minor deviations to the project description and approved plans in accordance with the provisions of the Palm Springs Zoning Code.

ADM 5. Tentative Map. This approval is for associated Tentative Tract Map 35544 located at 588 San Lorenzo Road. This approval is subject to all applicable regulations of the Subdivision Map Act, the Palm Springs Municipal Code, and any other applicable City Codes, ordinances and resolutions.

ADM 6. Indemnification. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to

attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.1171 AMND PDD 351 TTM 35544. The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

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

ADM 8. Time Limit on Approval. Approval of the Planned Development District (PDD) and Tentative Tract Map (TTM) shall be valid for a period of two (2) years from the effective date of the approval. Extensions of time may be granted by the Planning Commission upon demonstration of good cause.
Extensions of time on the Tentative Tract map may be approved pursuant to Code Section 9.63.110. Such extension shall be required in writing and received prior to the expiration of the original approval.

ADM 9. Right to Appeal. Decisions of an administrative officer or agency of the City of Palm Springs may be appealed in accordance with Municipal Code Chapter 2.05.00. Permits will not be issued until the appeal period has concluded.

ADM 10. Public Art Fees. This project shall be subject to Chapters 2.24 and 3.37 of the Municipal Code regarding public art. The project shall either provide public art or payment of an in lieu fee. In the case of the in-lieu fee, the fee shall be based upon the total building permit valuation as calculated pursuant to the valuation table in the Uniform Building Code, the fee being 1/2% for commercial projects or 1/4% for residential projects with first $100,000 of total building permit valuation for individual single-family units exempt. Should the public art be located on the project site, said location shall be reviewed and approved by the Director of Planning and Zoning and the Public Arts Commission, and the property owner

shall enter into a recorded agreement to maintain the art work and protect the public rights of access and viewing.

ADM 11. Park Development Fees. The developer shall dedicate land or pay a fee in lieu of a dedication, at the option of the City. The in-lieu fee shall be computed pursuant to Ordinance No. 1632, Section IV, by multiplying the area of park to be dedicated by the fair market value of the land being developed plus the cost to acquire and improve the property plus the fair share contribution, less any credit given by the City, as may be reasonably determined by the City based upon the formula contained in Ordinance No. 1632. In accordance with the Ordinance, the following areas or features shall not be eligible for private park credit: golf courses, yards, court areas, setbacks, development edges, slopes in hillside areas (unless the area includes a public trail) landscaped development entries, meandering streams, land held as open space for wildlife habitat, flood retention facilities and circulation improvements such as bicycle, hiking and equestrian trails (unless such systems are directly linked to the City's community-wide system and shown on the City's master plan).

ADM 12. Community Services District. The Project will bring a significant number of additional residents to the community. The City's existing public safety and recreation services, including police protection, criminal justice, fire protection and suppression, ambulance, paramedic, and other safety services and recreation, library, cultural services are near capacity. Accordingly, the City may determine to form a Community Services District under the authority of Government Code Section 53311 et seq., or other appropriate statutory or municipal authority. Developer agrees to support the formation of such assessment district and shall waive any right to protest, provided that the amount of such assessment shall be established through appropriate study and shall not exceed $500 annually with a consumer price index escalator. The district shall be formed prior to sale of any lots or a covenant agreement shall be recorded against each parcel, permitting incorporation of the parcel in the district.

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

CC&R's.

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

a. The document to convey title
b. Deed restrictions, easements, of Covenant Conditions and Restrictions to be

recorded.

c. Provisions for joint access to the proposed parcels, and any open space restrictions.
d. A provision, which provides that the CC&R's may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.

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

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

ADM 16. CC&R's Noise Disclosure. The CC&R's shall have a disclosure statement regarding the location of the project relative to roadway noise, City special events, roadway closures for special events and other activities which may occur in the Central Business District, Desert Museum and Desert Fashion Plaza. Said disclosure shall inform perspective buyers about traffic, noise and other activities which may occur in this area.

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

ADM 18. Condominium Hotel Regulations. Pursuant to Zoning Code Section 93.15.10.(D) the following regulations are required for all Condominium Hotels:

a. It is the intent of this section to ensure that condominium hotels are operated and governed in substantially the same manner as hotels and or resort hotels. The provisions of this section are designed to protect and preserve the density requirements mandated in districts where hotels and resort hotels are allowed, as well as preserving future land uses for short term transient accommodations made available to the general public, visitors, and tourists. The regulations in this section are intended to ensure that the land use and business operation of condominium hotels remain an exclusively commercial enterprise. The provisions of this section are in addition to the regulations relating to hotel or resort hotel development found elsewhere in the Zoning Code.
b. All units in a condominium hotel may be used only for short term transient accommodations.
c. Licensing will be required of all condominium hotels through all applicable state and local agencies. All licenses must be kept current.
d. A unified management operation shall be required as an integral part of the condominium hotel for all activities.
e. There shall be a lobby/front desk area where all guests and condo hotel unit owners must register with the hotel operator upon arrival and departure, as in a

hotel or resort hotel.

f. There shall be a uniform key entry system operated by the condominium hotel manager to receive and disburse keys for each condominium hotel unit.
g. There must be one central telephone system operated by the condominium hotel manager in order to access each condominium hotel unit.
h. All condo hotel units shall be subject to the provisions of Chapter 3.28 of the Palm Springs Municipal Code relating to the imposition and collection of transient occupancy taxes. Each condo hotel owner that allows the rental of his or her condo hotel unit, either individually, through a rental agent, or through participation in a rental program, is subject to the provisions of Chapter 3.28 of the Palm Springs Municipal Code. The per diem transient occupancy tax constitutes a lien by the city of Palm Springs and the city has the right but not the duty to foreclose on a condo hotel unit for non-payment of taxes due.
i. Use of a condo hotel unit arising out of an exchange program with an affiliated hotel property or the redemption of brand-related rewards or loyalty points shall be subject to transient occupancy tax per Municipal Code Chapter 3.28 based on the equivalent daily rental value for that room exchanged free of charge or otherwise reduced in the program. Such use shall not be considered personal use by the condo-hotel owner.
j. Condo hotel units shall not be used for homesteading purposes, home occupational licensing, voter registration or vehicle registration.
k. As a commercial use, condominium hotels are to be entitled under the hotel land use standards in any zone that allows the development of a hotel or resort use; included in these standards are density, parking standards, payment of in-lieu park fees ("Quimby" fees), and assessment of the public safety community facilities district.
l. Nothing in this section allows for the creation of time-share or fractional interests in any condo hotel unit.
m. All condominium hotels must have approved signage viewable by the general public designating the property as a hotel or resort hotel.
n. A condo-hotel unit may be used for personal use of the condo-hotel unit owner. Such personal use shall not exceed seventy-five (75) days in any consecutive twelve (12) month period nor shall a condominium hotel unit be occupied by a condo-hotel unit owner for more than twenty-eight (28) consecutive days. Owners may delegate their right of use and occupancy directly or through an exchange program. At all other times, units shall be used for short term transient occupancy purposes only. If a condo hotel owner exceeds the seventy-five (75) days of personal use restrictions described in this subsection, the owner shall be subject to an assessment for each day in excess thereof payable to the city in an amount as the council may adopt and amend by resolution or as may be otherwise addressed as a condition of approval at the time of the planned development district approval.
o. Each condo-hotel unit owner, the owners' association, and condominium hotel manager or any other rental entity shall maintain and regularly make available to city such information, books, records, and documentation, and also shall allow reasonable access to individual units, as the city finds necessary to have or review in order to ensure that city may determine the condominium hotel's

compliance with this section and other applicable city laws, regulations, project conditions, and mitigation measures. The original and every subsequent condominium hotel manager or other rental entity renting condo-hotel units shall immediately advise the director of planning services of its name, qualifications, address, telephone number, and the name of a contact person.

p. Any change or amendment to the CC&Rs shall require the approval of the Palm Springs city council.

q. An owners' association shall be established to govern, maintain, and operate the condominium hotel and its services including but not limited to housekeeping for all public areas (including lobby and hallways), front desk, concierge services, and other hospitality services as provided in a hotel or resort hotel and in accordance with CC&Rs satisfactory to the city. The CC&Rs, as well as other relevant documents, shall require all portions of the condo-hotel including, but not limited to, landscape and open space areas; lobby; hallways; parking; banquet/ballroom facilities; conference; restaurant; retail; parking; recreational; and spa facilities; and other amenities and improvements (collectively "amenities"), as well as the individual condominium hotel units, their furniture, fixtures, equipment, to be maintained and operated in accordance with first class hotel standard.

r. The CC&Rs shall require the owners' association to hire a single qualified professional management entity to maintain and operate the condo-hotel. The initial management entity shall have at least five (5) consecutive years of experience in the hotel management business in hotels that meet the first class standard and have at lease five (5) other properties (nationally or internationally) under current management. The city shall be provided appropriate documentation to demonstrate that the management entity meets the requirements of this section. The city council may modify the experience standards for the initial management, or any subsequent management entity upon finding that the management entity has substitute experience meeting the interests served by the standards. The CC&Rs shall give the owner's association and management entity the right, power, and obligation to enforce the first class standard including, without limitation, the right to enter any portion of the condominium hotel, including individual condo-hotel units, and cure any failure to meet the first class standard. The management entity shall offer transient rental services to all condo-hotel unit owners.

s. The CC&R's shall give the condominium hotel manager the exclusive right to provide to the condominium hotel, the property, and to unit owners, lessees, and other occupants, any or all "on property" services commonly provided at first class hotels, restaurants, and resorts, including without limitation, reservation programs, maid and housekeeping services, maintenance, laundry and dry cleaning, room service, catering and other food and beverage services, massage, and personal training and other spa services. The use of such services, if offered, shall be conditioned upon payment of such charges or fees as may be imposed on unit owners or hotel guests by the condominium hotel manager. The CC&Rs shall include mandatory and uniform maintenance requirements for condo-hotel units. The owners' association and its designees shall have the exclusive right to restrict and control access to any and all

shared facilities within the condominium hotel, provided the same does not restrict a unit owner's right of access to its own unit. The condominium hotel manager shall monitor and document the use of each and all of the hotel units.

t. All condominium hotels must have customary daily maid services, back of house services, and other hospitality services.

u. In addition to any other prohibition at law, including, without limitation, any other provision of the Palm Springs Municipal Code or the Zoning Code, condominium hotels and/or condo-hotel units shall not be converted to any other use without the approval of the city council.

ENVIRONMENTAL ASSESSMENT CONDITIONS

ENV 1. Coachella Valley Multiple-Species Habitat Conservation Plan (CVMSHCP) Local Development Mitigation Fee (LDMF) required. Does not apply.

ENV 2. Notice of Exemption. The project is exempt from the California Environmental Quality Act (CEQA); therefore, an administrative fee of $64 shall be submitted by the applicant in the form of a money order or a cashier's check payable to the Riverside County Clerk within two business days of the Commission's final action on the project. This fee shall be submitted by the City to the County Clerk with the Notice of Exemption. Action on this application shall not be considered final until such fee is paid (projects that are Categorically Exempt from CEQA).

ENV 3. California Fish & Game Fees Required. The project is required to pay a fish and game impact fee as defined in Section 711.4 of the California Fish and Game Code. This CFG impact fee plus an administrative fee for filing the action with the County Recorder shall be submitted by the applicant to the City in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to the final City action on the project (either Planning Commission or City Council determination). This fee shall be submitted by the City to the County Clerk with the Notice of Determination. Action on this application shall not be final until such fee is paid. The project may be eligible for exemption or refund of this fee by the California Department of Fish & Game. Applicants may apply for a refund by the CFG at www.dfg.ca.gov for more information.

PLANNING DEPARTMENT CONDITIONS

PLN 1. Outdoor Lighting Conformance. Exterior lighting plans, including a photometric site plan showing the project's conformance with Section 93.21.00 Outdoor Lighting Standards of the Palm Springs Zoning ordinance, shall be submitted for approval by the Department of Planning prior to issuance of a building permit. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be included. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of hillsides is permitted.

PLN 2. Water Efficient Landscaping Conformance. The project is subject to the Water Efficient Landscape Ordinance (Chapter 8.60.00) of the Palm Springs Municipal

Code and all other water efficient landscape ordinances. The applicant shall submit a landscape and irrigation plan to the Director of Planning for review and approval prior to the issuance of a building permit. Landscape plans shall be wet stamped and approved by the Riverside County Agricultural Commissioner's Office prior to submittal. Prior to submittal to the City, landscape plans shall also be certified by the local water agency that they are in conformance with the water agency's and the State's Water Efficient Landscape Ordinances.

PLN 3. Sign Applications Required. No signs are approved by this action. Separate approval and permits shall be required for all signs in accordance with Zoning Ordinance Section 93.20.00. The applicant shall submit a sign program to the Department of Planning Services prior to the issuance of building permits.

PLN 4. Flat Roof Requirements. Roof materials on flat roofs must conform to California Title 24 thermal standards for "Cool Roofs". Such roofs must have a minimum initial thermal emittance of 0.75 and minimum initial solar reflectance of 0.70. Only matte (non-specular) roofing is allowed in colors such as off-white, beige or tan.

PLN 5. Maintenance of Awnings & Projections. All awnings shall be maintained and periodically cleaned.

PLN 6. Screen Roof-mounted Equipment. All roof mounted mechanical equipment shall be screened per the requirements of Section 93.03.00 of the Zoning Ordinance.

PLN 7. Surface Mounted Downspouts Prohibited. No exterior downspouts shall be permitted on any facade on the proposed building(s) that are visible from adjacent streets or residential and commercial areas.

PLN 8. Pool Enclosure Approval Required. Details of fencing or walls around pools (material and color) and pool equipment areas shall be submitted for approval by the Planning Department prior to issuance of Building Permits.

PLN 9. Exterior Alarms & Audio Systems. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.

PLN 10. Outside Storage Prohibited. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.

PLN 11. No off-site Parking. Vehicles associated with the operation of the proposed development including company vehicles or employees vehicles shall not be permitted to park off the proposed building site unless a parking management plan has been approved.

PLN 12. Bicycle Parking. The project shall be required to provide secure bicycle parking facilities on site for use by residents and commercial/retail patrons and owners. Location and design shall be approved by the Director of Planning.

PLN 13. Prior to recordation of the final subdivision map, the developer shall submit for review and approval the following documents to the Planning Department which shall demonstrate that the project will be developed and maintained in accordance with the intent and purpose of the approved tentative map:

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

PLN 14. (add any additional conditions imposed by the Planning Commission or City Council here)

POLICE DEPARTMENT CONDITIONS

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

BUILDING DEPARTMENT CONDITIONS

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

ENGINEERING DEPARTMENT CONDITIONS

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

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

STREETS

ENG 1. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.

SAN LORENZO ROAD

ENG 2. Remove the existing street improvements (curb, gutter, sidewalk, and driveway approaches) as necessary to construct a wedge or roll curb 20 feet north of centerline along the entire project frontage.

ENG 3. Construct a sidewalk from back of curb to property line along the entire

frontage in accordance with City of Palm Springs Standard Drawing No. 210.

ENG 4. Construct street improvements in accordance with applicable City standards as required by the City Engineer.

ENG 5. For on-site bay parking in residential and commercial zones, paving material shall be decorative paving, colored and/or patterned to relate to the overall design in accordance with Zoning Code 93.06.00 (C)(15)(e). Bay parking stalls shall be located completely on-site, behind sidewalk, and not within public right-of-way.

ENG 6. Construct pavement as necessary with a minimum pavement section of 3 inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean sawcut edge of pavement along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110 and 300. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

RANDOM ROAD

ENG 7. All broken or off grade street improvements shall be repaired or replaced.

ON-SITE

ENG 8. The minimum pavement section for all on-site pavement (for drive aisles and parking spaces) 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.

ENG 9. An accessible pedestrian path of travel shall be provided throughout the development, as may be required by applicable state and federal laws. An accessible path of travel shall be constructed of Portland cement concrete, unless alternative materials meeting state and federal accessibility standards is approved by the City Engineer.

SANITARY SEWER

ENG 10. All on-site sewer systems shall be privately maintained.

GRADING

ENG 11. 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 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.
- 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 project.

ENG 12. Prior to approval of the Grading Plan or issuance of a Grading Permit, the applicant shall obtain written approval to proceed with construction from the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. The applicant shall contact the Tribal Historic Preservation Officer or the Tribal Archaeologist at (760) 699-6800, to determine their requirements, if any, associated with grading or other construction. The applicant is advised to contact the Tribal Historic Preservation Officer or Tribal Archaeologist as early as possible. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during grading or other construction, and to arrange payment of any required fees associated with Tribal monitoring.

ENG 13. Drainage swales shall be provided adjacent to all curbs and sidewalks to keep nuisance water from entering the public streets, roadways, or gutters.

ENG 14. 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 15. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan. The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

DRAINAGE

ENG 16. Direct release of on-site nuisance water or stormwater runoff shall not be permitted to San Lorenzo Road or Random Road. Provisions for the interception of nuisance water from entering adjacent public streets from the project site shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to landscape or parkway areas, and in only a stormwater runoff condition, pass runoff directly to the streets through parkway or under sidewalk drains.

ENG 17. This project will be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated stormwater and non-stormwater runoff, will be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development (if any).Stormwater runoff may not be released directly to the adjacent streets without first intercepting and treating with approved Best Management Practices (BMP's).

ENG 18. All on-site storm drain systems shall be privately maintained.

GENERAL

ENG 19. 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 20. All proposed utility lines shall be installed underground.

ENG 21. In accordance with Chapter 8.04.401 of the City of Palm Springs Municipal Code, all existing and proposed electrical lines of thirty-five thousand volts or less and overhead service drop conductors, and all gas, telephone, television cable service, and similar service wires or lines, which are on-site, abutting, and/or transecting, shall be installed underground unless specific restrictions are shown in General Orders 95 and 128 of the California Public Utilities Commission, and service requirements published by the utilities. The existing overhead utilities across the north and west property lines, meet the requirement to be installed underground. Utility undergrounding shall extend to the nearest off-site power pole; no new power poles shall be installed unless otherwise approved by the City Engineer. A letter from the owners of the affected utilities shall be submitted to the Engineering Division prior to approval of a grading plan, informing the City that they have been notified of the City's utility undergrounding requirement and their intent to commence design of utility undergrounding plans. When available, the utility undergrounding plan shall be submitted to the Engineering Division identifying all above ground facilities in the area of the project to be undergrounded. Undergrounding of existing overhead utility lines shall be completed prior to issuance of a certificate of occupancy.

ENG 22. 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 23. Upon approval of any improvement plan by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD 2004 drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variation of the type

and format of the digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.

ENG 24. The original improvement plans prepared for the proposed development and approved by the City Engineer shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a final certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.

ENG 25. Nothing shall be constructed or planted in the corner cut-off area of any 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 26. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed in accordance with City of Palm Springs Standard Drawing No. 904.

MAP

ENG 27. 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 parcels and all lots created therefrom, and copies of record documents shall be submitted with the Final Map to the Engineering Division as part of the review of the Map. The Final Map shall be approved by the City Council prior to issuance of building permits.

ENG 28. 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 29. A minimum of 48 inches of clearance for handicap accessibility shall be provided on public sidewalks or pedestrian paths of travel within the development. Minimum clearance on public sidewalks or pedestrian paths of travel shall be provided by either an additional dedication of a sidewalk easement (if necessary) and widening of the sidewalk, or by the relocation of any obstructions within the public sidewalk along the San Lorenzo Road and Random Road frontages of the subject property.

ENG 30. Construction signing, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated September 26, 2006, or subsequent editions in force at the time of construction.

FIRE DEPARTMENT CONDITIONS
No new conditions.

(REVISED CONDITIONS pursuant 6-11-08 Planning Commission Hearing.)

FID 1 Premises Identification: Approved numbers or addresses shall be provided for all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. (901.4.4 CFC) Show location of address on plan elevation view. Show requirement and dimensions of numbers in plan notes. Numbers shall be a minimum 4 inches, and of contrasting color to the background.

FID 2 Plot Plan: Prior to completion of the project, an 8.5"x11" plot plan and an electronic CAD version shall be provided to the fire department. This shall clearly show all access points, fire hydrants, knox box locations, fire department connections, unit identifiers, main electrical panel locations, sprinkler riser and fire alarm locations. Large projects may require more than one page.

FID 3 Road Design: Fire apparatus access into parking area shall be designed and constructed as all weather capable and able to support a fire truck weighing 73,000 pounds GVW. (902.2.2.2 CFC) The minimum inside turning radius into the parking area is 30 feet, with an outside radius of 45 feet.

FID 4 Access Gates: Fire/Police/Ambulance access gates shall be at least 14' in width when in the open position and equipped with a Knox (emergency access) key switch. A Knox key operated switch shall be installed at every automatic gate. Show location of switch on plan. Show requirement in plan notes.

FID 5 Vertical Fire Apparatus Clearances: Palm Springs fire apparatus require an unobstructed vertical clearance of not less than 13 feet 6 inches. Plan shows Palm Trees that must not restrict vertical clearance. (902.2.2.1 CFC)

FID 6 Building or Complex Gate Locking Devices: Locked gate(s) shall be equipped with a Knox key switch device or Key box. Boxes shall be mounted at 6 feet above grade. Contact the Fire Department at 760-323-8186 for a Knox application form. (902.4 CFC)

FID 7 Key Box Contents: The Knox key box shall contain keys to all areas of ingress/egress, alarm rooms, fire sprinkler riser/equipment rooms, mechanical rooms, elevator rooms, elevator controls, plus a card containing the emergency contact people and phone numbers for the building/complex.

FID 8 Fire Flow: The available fire flow of the existing water main is 1,250 GPM. Current California Fire Code Section 508.3 (Fire Flow) and Appendix B (Fire Flow Requirements) Table B105 set forth the fire flow requirements for this project at 3,500 GPM from four (4) hydrants. Applicant will need to upgrade water mains to meet required fire flow demands.

FID 9 A fire flow reduction of fifty percent (50%) can be obtained with the installation of a NFPA 13R residential fire sprinkler system.

FID 10 Operational Fire Hydrants: An operational fire hydrant(s) shall be installed within 250' of all combustible construction. No landscape planting, walls, or fencing is permitted within 3 feet of fire hydrants, except groundcover plantings. (1001.7.2 CFC)

FID 11 Residential Smoke Detector Installation: Provide Residential Smoke Detectors. Detectors shall receive their primary power from the building wiring, and shall be equipped with a battery backup. (310.9.1.3 CBC) In new construction, detectors shall be interconnected so that operation of any smoke detector causes the alarm in all smoke detectors within the dwelling to sound. (2-2.2.1 NFPA 72) Provide a note on the plans showing this requirement.

FID 12 Trash Container Protection: If trash container space is within 5 feet of a building wall provide information on the type and size of trash container to be stored there. If it is a dumpster with a capacity of 1.5 cubic yards or greater, then the container must be protected by an approved automatic fire sprinkler. (1103.2.2 CFC)

FID 13 Fire Extinguisher Requirements: Provide one 2-A:10-B:C portable fire extinguisher for every 75 feet of floor or grade travel distance for normal hazards. Show proposed extinguisher locations on the plans. (1002.1 CFC) Extinguishers shall be mounted in a visible, accessible location 3 to 5 feet above floor level. Preferred location is along the path of exit travel or near an exit door. Extinguishers located outdoors must be installed in weather and vandal resistant cabinets approved for this purpose.

FID 14 Fencing Required: Construction site fencing with 20 foot wide access gates is

required for all combustible construction over 5,000 square feet. Fencing shall remain intact until buildings are stuccoed or covered and secured with lockable doors and windows. (8.04.260 PSMC)

FID 15 Access During Construction: 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. (Sec. 902 CFC)

END OF CONDITIONS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TRACT MAP 35544 FOR PROPERTY LOCATED AT 588 SAN LORENZO ROAD, IN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 4 EAST, AND APPROVING A RELATED SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, the Planning Commission, at its meeting of November 9, 2011, recommended approval of Tentative Tract Map 35544, prepared by Carlos Saldivar representing San Lorenzo Pride, LLC, an Ohio limited liability company, for the above described property; and

WHEREAS, the City Council at its meeting of December 14, 2011, approved Tentative Tract Map 35544 subject to conditions.

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

1. Final Map 35544 is in substantial conformance with approved Tentative Tract Map 35544; and
2. Requisite conditions associated with Tentative Tract Map 35544 have been satisfied; and
3. Final Map 35544 is in conformance with the General Plan; and
4. Final Map 35544 conforms to all requirements of the Subdivision Map Act of the State of California; and
5. 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
6. The City Clerk shall cause to have recorded the Subdivision Improvement Agreement with the Riverside County Recorder; and
7. Final Map 35544 is hereby approved for purposes therein defined.

ADOPTED THIS 21st day of March, 2012.

_____
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 March 21, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
James Thompson, City Clerk
City of Palm Springs, California