

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION MAP OF TRACT MAP 38434-1.

WHEREAS, Parcel Map conforms to the requirements of the Subdivision Map Act and City Ordinances; and

WHEREAS, the Tentative Tract Map 38434 (TTM38434) was approved to subdivide 93.5 acre site into 1 condominium lot (14.29 acres) and 332 single family residential lots (approximately 70 acres): and

WHEREAS, the TTM 38434 identified Lot A as a private open space lot totaling 1.16 acres which included a portion of city right of way (5,821 square feet) of Explorer Drive. The future extension of Explorer Drive was designed to curvature the street resulting in portion of public right of way to be an excess area. The TTM 38434 identified this area as private open space; and

WHEREAS, the Final Subdivision Map of Tract Map 38434-1 has been approved by the City Engineer as a phasing map and securities posted for the associated phases. Final Subdivision Map of Tract 38434-1 includes 135 single family residential lots, 10 lots for public streets, 11 lots for private open space, and 1 lot for the clubhouse (38.23 acres). It has excluded the 5,821 square foot portion of right of way. City will execute a maintenance and easement agreement for that portion of right of way with Applicant to be maintained in perpetuity: and

WHEREAS, the Final Subdivision Map of Tract Map 38434-1, has met the Conditions of Approval for this project (Resolution Nos. 2022-93, 2841, and 2859).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Final Subdivision Map of Parcel Map 38434-1, City of Palm Desert, California, is hereby approved as the official map of said tract, subject to the conditions of the Tentative Map.

SECTION 3. The Director of Development Services is directed to process the Parcel Map for recording upon receipt of the required payment of all fees.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon this adoption.

ADOPTED ON _____, 2024.

KARINA QUINTANILLA, MAYOR

ATTEST:

ANTHONY J. MEJIA, CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2022-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____, 2024.

ANTHONY J. MEJIA
CITY CLERK

PLANNING COMMISSION RESOLUTION NO. 2859

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A REVISION TO APPROVED PAD ELEVATIONS FOR TENTATIVE TRACT MAP 38434 TO ACCOMMODATE A 332 SINGLE-FAMILY HOME RESIDENTIAL DEVELOPMENT ON A 93.56-ACRE PROJECT SITE SOUTH OF GERALD FORD DRIVE AND WEST OF PORTOLA ROAD WITHIN THE REFUGE SPECIFIC PLAN AREA (APNS: 694-310-009 & 694-31-011)
CASE NOS. TTM 38434 (TTM23-0002)

WHEREAS, the City Council of the City of Palm Desert, California, did on the 17th day of November 2022, adopt Resolution No. 2022-93, adopting a Mitigated Negative Declaration (MND) of Environmental Impact pursuant to the California Environmental Quality Act (CEQA), and approving the Refuge Specific Plan; and

WHEREAS, the City Council of the City of Palm Desert, did on the 17th day of November 2022, hold a duly noticed public hearing and adopt City Council Resolution No. 2022-94 to approve Tentative Tract Map (TTM) 38434 to subdivide 93.56 acres into individual parcels, including one (1) lot for condominium purposes, 339 single-family residential lots, and lots for public streets, private streets, and open space areas within the Refuge Specific Plan (“Specific Plan”); and

WHEREAS, Pulte Homes (“Applicant”), submitted a TTM Revision application to revise Tentative Tract Map 38434 to subdivide 93.56 acres into individual parcels, including one (1) lot for condominium purposes, 332 single-family residential lots, and lots for public streets, private streets, and open space areas (“Project”) within the Specific Plan; and

WHEREAS, the Project site has a land use designation of Town Center Neighborhood (TCN) in the General Plan adopted on November 10, 2016, and zoning designation of Refuge Specific Plan adopted on November 17, 2022; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 5th day of September 2023, hold a duly noticed public hearing and adopted Planning Commission Resolution No. 2841, with conditions of approval, to approve the request by the Applicant for a revision to TTM 38434; and

WHEREAS, Planning Commission Resolution No. 2841 approved pad elevations for the development based on a Preliminary Grading Plan dated August 17, 2023; and

WHEREAS, the Applicant submitted an application for a Rough Grading permit which proposed revisions to the aforementioned approved pad elevations, approved by Planning Commission Resolution No. 2841; and

WHEREAS, the Project can be found consistent with the previously adopted Mitigated Negative Declaration of Environmental Impact pursuant to the California Environmental Quality Act (CEQA) and corresponding Mitigation Monitoring Report Program, adopted via Council Resolution No. 2022-93; and

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WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 5th day of March 2024, hold a duly noticed public hearing to consider the request by the Applicant for a revision to the approved pad elevations for TTM 38434; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the Planning Commission did find the following facts and reasons, which are outlined in the staff report exist to justify approval of said request; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Palm Desert, California, as follows:

SECTION 1. Recitals. The Planning Commission hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Findings on Tentative Tract Map. Under PDMC Section 26.20.100(C), the findings for the tentative map are the following:

1. That the density of the proposed subdivision is consistent with applicable general and specific plans.

The map has been found to be consistent with the density, lot development standards, and land uses of the Specific Plan and the General Plan Land Use Designation for the Town Center Neighborhood. No changes to density are proposed as part of this action.

2. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

The design and improvement of the subdivision is consistent with the applicable Specific Plan requirements for lot standards, the circulation, and distribution of land uses. No changes to design or improvement are proposed as part of this action.

3. That the site is physically suitable for the type of development.

The site is physically suitable for the mix of single-family and multi-family housing development. The site has suitable access, grading, drainage, and zoning to allow the development.

4. That the site is physically suitable for the proposed density of development.

The site is physically suitable for the density of development. The allowable density for the site has been evaluated by the General Plan. The Applicant has prepared the appropriate technical studies to assess that the site is physically suitable to

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develop. The MND for the Specific Plan identifies required mitigation. No changes to density are proposed as part of this action.

- 5. That the design of the subdivision or the improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

The design of the subdivision and improvements will not cause damage or substantially injure wildlife habitat. The subject property is in an urbanized area of Palm Desert and is adjacent to major roadways, including Gerald Ford Drive. The site is vacant and surrounded by residential development to the west and commercial development to the east. A biological assessment of the site was prepared for the Specific Plan and did not identify suitable habitats for wildlife that could be damaged or affected as a result of the development of the Project. Ground-disturbing activities for the development of the Project shall comply with the Migratory Bird Treaty Act, as well as preparation of a burrowing owl survey prior to ground-disturbing activities and prior to the removal of vegetation or tree removal shall ensure no habitat is damaged.

- 6. That the design of the subdivision or the type of improvements is not likely to cause serious public health problems.

The design of the subdivision is not likely to cause serious health problems. The Project is not located within a hazardous area that would be subject to flooding, liquefaction, landslides, fault zones, or other natural hazards. The Project does not generate adverse effects that would cause public health problems. Ground-disturbing activities are conditioned to prepare plans to control fugitive dust. The access locations to the subdivision have been evaluated in accordance with the Specific Plan and will not adversely affect public health.

SECTION 3. Project Approval. The Planning Commission approval for a revision to the approved pad elevations for Tentative Tract Map 38434, subject to the Conditions of Approval attached hereto as Exhibit "A" and subject to the pad elevation matrix attached hereto as Exhibit "B".

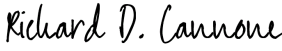
ADOPTED ON March 5, 2024

DocuSigned by:

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 JOSEPH PRADETTO
 CHAIRPERSON

ATTEST:

DocuSigned by:

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 RICHARD D. CANNONE, AICP
 SECRETARY

PLANNING COMMISSION RESOLUTION NO. 2859

I, Richard D. Cannone, AICP, Secretary of the City of Palm Desert, hereby certify that Resolution No. 2859 is a full, true, and correct copy, and was duly adopted at a regular meeting of the Planning Commission of the City of Palm Desert on March 5, 2024, by the following vote:

AYES: DELUNA, GREENWOOD, GREGORY, PRADETTO
NOES: NONE
ABSENT: HOLT
ABSTAIN: NONE
RECUSED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on March 19 , 2024.

DocuSigned by:
Richard D. Cannone
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RICHARD D. CANNONE, AICP
SECRETARY

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**EXHIBIT A
CONDITIONS OF APPROVAL
CASE NO. TTM 38434**

PLANNING DIVISION:

1. The development of the property shall conform substantially with exhibits on file with the Development Services Department, as modified by the following conditions.
2. The approved pad elevations for this project shall remain consistent with the pad elevations identified on Exhibit B of this resolution, as shown on the Rough Grading plan dated 2-12-2024, prepared by MSA Consulting, as part of Rough Grading permit RG23-0005.
3. The Applicant agrees that in the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any of the procedures leading to the adoption of these project approvals for the Project, or the project approvals themselves, the Developer and City each shall have the right, in their sole discretion, to elect whether or not to defend such action. Developer, at its sole expense, shall defend, indemnify, and hold harmless the City (including its agents, officers, and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to the Developer's approval of counsel, which shall not be unreasonably denied, and at the Developer's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify the Developer and cooperate in the defense. The Developer, upon such notification, shall deposit with City sufficient funds in the judgment of the City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect the information under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third-party litigation of project approvals without the Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed unless the Developer materially breaches this indemnification requirement.
4. All conditions of approval included in Planning Commission Resolution No. 2841 shall be adhered to as part of this approval and project.

END OF CONDITIONS OF APPROVAL

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Exhibit B
Approved Pad Elevations Matrix

Tentative Tract Map Lot Number	Tentative Tract Map Lot Pad Elevations	Final Tract Map Lot Number	Final Tract Map Lot Pad Elevations	Difference FTM-TTM	Final Tract Number
1	294.4	1	294.5	0.1	38434-1 (Phase 1)
2	294.2	2	294.2	0.0	38434-1 (Phase 1)
3	293.9	3	294.0	0.1	38434-1 (Phase 1)
4	293.7	4	293.7	0.0	38434-1 (Phase 1)
5	293.4	5	293.4	0.0	38434-1 (Phase 1)
6	294.0	6	293.4	-0.6	38434-1 (Phase 1)
7	293.8	7	293.7	-0.1	38434-1 (Phase 1)
8	293.6	8	294.0	0.4	38434-1 (Phase 1)
9	294.1	9	293.4	-0.7	38434-1 (Phase 1)
10	294.3	10	293.8	-0.5	38434-1 (Phase 1)
11	294.5	11	294.2	-0.3	38434-1 (Phase 1)
12	294.8	1	294.6	-0.2	38434 (Phase 2)
13	295.0	2	294.8	-0.2	38434 (Phase 2)
14	295.3	3	295.1	-0.2	38434 (Phase 2)
15	295.5	4	295.3	-0.2	38434 (Phase 2)
16	295.8	5	295.6	-0.2	38434 (Phase 2)
17	296.0	6	295.9	-0.1	38434 (Phase 2)
18	296.2	7	296.2	0.0	38434 (Phase 2)
19	296.5	8	296.3	-0.2	38434 (Phase 2)
20	297.0	9	296.5	-0.5	38434 (Phase 2)
21	297.2	10	296.9	-0.3	38434 (Phase 2)
22	297.5	11	297.2	-0.3	38434 (Phase 2)
23	297.7	12	297.5	-0.2	38434 (Phase 2)
24	297.9	13	297.8	-0.1	38434 (Phase 2)
25	298.2	14	298.1	-0.1	38434 (Phase 2)
26	298.4	15	298.4	0.0	38434 (Phase 2)
27	298.7	16	298.7	0.0	38434 (Phase 2)
28	298.9	17	298.9	0.0	38434 (Phase 2)
29	299.1	18	298.7	-0.4	38434 (Phase 2)
30	299.3	19	298.8	-0.5	38434 (Phase 2)
31	299.7	20	299.2	-0.5	38434 (Phase 2)
32	299.9	21	299.4	-0.5	38434 (Phase 2)
33	300.1	22	299.6	-0.5	38434 (Phase 2)
34	300.4	23	300.0	-0.4	38434 (Phase 2)
35	300.6	24	300.4	-0.2	38434 (Phase 2)

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36	300.8	25	300.8	0.0	38434 (Phase 2)
37	301.1	26	300.8	-0.3	38434 (Phase 2)
38	301.5	27	301.3	-0.2	38434 (Phase 2)
39	301.8	28	301.6	-0.2	38434 (Phase 2)
40	302.0	29	301.9	-0.1	38434 (Phase 2)
41	302.3	30	302.2	-0.1	38434 (Phase 2)
42	302.5	31	302.5	0.0	38434 (Phase 2)
43	302.7	32	302.8	0.1	38434 (Phase 2)
44	303.0	33	303.1	0.1	38434 (Phase 2)
45	303.2	34	303.4	0.2	38434 (Phase 2)
46	304.0	35	303.7	-0.3	38434 (Phase 2)
47	304.0	36	303.7	-0.3	38434 (Phase 2)
48	303.8	37	303.4	-0.4	38434 (Phase 2)
49	303.5	38	303.1	-0.4	38434 (Phase 2)
50	303.2	39	302.8	-0.4	38434 (Phase 2)
51	303.7	40	303.2	-0.5	38434 (Phase 2)
52	303.9	41	303.9	0.0	38434 (Phase 2)
53	303.7	42	304.0	0.3	38434 (Phase 2)
54	303.6	43	303.7	0.1	38434 (Phase 2)
55	304.6	44	304.1	-0.5	38434 (Phase 2)
56	304.6	45	304.8	0.2	38434 (Phase 2)
57	305.0	46	304.5	-0.5	38434 (Phase 2)
58	306.1	47	305.6	-0.5	38434 (Phase 2)
59	306.5	48	306.2	-0.3	38434 (Phase 2)
60	307.0	49	306.8	-0.2	38434 (Phase 2)
61	307.5	50	307.4	-0.1	38434 (Phase 2)
62	308.0	51	307.9	-0.1	38434 (Phase 2)
63	308.5	52	308.3	-0.2	38434 (Phase 2)
64	308.5	53	308.3	-0.2	38434 (Phase 2)
65	308.0	54	307.9	-0.1	38434 (Phase 2)
66	308.0	33	307.6	-0.4	38434-1 (Phase 1)
67	308.2	34	307.9	-0.3	38434-1 (Phase 1)
68	307.9	35	307.7	-0.2	38434-1 (Phase 1)
69	307.7	36	307.4	-0.3	38434-1 (Phase 1)
70	308.8	37	308.5	-0.3	38434-1 (Phase 1)
71	309.8	38	309.5	-0.3	38434-1 (Phase 1)
72	310.8	39	310.3	-0.5	38434-1 (Phase 1)
73	311.7	40	311.7	0.0	38434-1 (Phase 1)
74	312.7	41	313.3	0.6	38434-1 (Phase 1)
75	313.6	42	314.3	0.7	38434-1 (Phase 1)
76	314.4	43	314.7	0.3	38434-1 (Phase 1)

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77	315.1	44	315.2	0.1	38434-1 (Phase 1)
78	315.4	45	315.7	0.3	38434-1 (Phase 1)
79	316.2	46	316.1	-0.1	38434-1 (Phase 1)
80	316.9	47	316.7	-0.2	38434-1 (Phase 1)
81	317.7	48	317.6	-0.1	38434-1 (Phase 1)
82	318.5	49	318.4	-0.1	38434-1 (Phase 1)
83	318.0	50	319.4	1.4	38434-1 (Phase 1)
84	319.7	51	319.9	0.2	38434-1 (Phase 1)
85	317.2	52	317.9	0.7	38434-1 (Phase 1)
86	316.2	53	317.0	0.8	38434-1 (Phase 1)
87	315.0	54	315.9	0.9	38434-1 (Phase 1)
88	313.8	55	314.9	1.1	38434-1 (Phase 1)
89	312.6	56	313.9	1.3	38434-1 (Phase 1)
90	311.3	57	312.6	1.3	38434-1 (Phase 1)
91	310.6	58	311.3	0.7	38434-1 (Phase 1)
92	310.5	59	310.0	-0.5	38434-1 (Phase 1)
93	311.2	60	312.5	1.3	38434-1 (Phase 1)
94	312.4	61	313.8	1.4	38434-1 (Phase 1)
95	313.7	62	314.9	1.2	38434-1 (Phase 1)
96	314.9	63	315.8	0.9	38434-1 (Phase 1)
97	316.1	64	316.7	0.6	38434-1 (Phase 1)
98	317.2	65	317.5	0.3	38434-1 (Phase 1)
99	314.2	66	315.0	0.8	38434-1 (Phase 1)
100	313.3	67	314.0	0.7	38434-1 (Phase 1)
101	312.2	68	313.0	0.8	38434-1 (Phase 1)
102	311.1	69	311.9	0.8	38434-1 (Phase 1)
103	310.0	70	311.0	1.0	38434-1 (Phase 1)
104	309.0	71	310.0	1.0	38434-1 (Phase 1)
105	305.8	72	307.1	1.3	38434-1 (Phase 1)
106	304.8	73	306.0	1.2	38434-1 (Phase 1)
107	303.8	74	304.9	1.1	38434-1 (Phase 1)
108	302.7	75	303.7	1.0	38434-1 (Phase 1)
109	301.6	76	302.5	0.9	38434-1 (Phase 1)
110	300.5	77	301.3	0.8	38434-1 (Phase 1)
111	299.4	78	300.2	0.8	38434-1 (Phase 1)
112	298.3	79	299.0	0.7	38434-1 (Phase 1)
113	297.2	80	297.9	0.7	38434-1 (Phase 1)
114	296.2	81	296.8	0.6	38434-1 (Phase 1)
115	295.1	82	295.7	0.6	38434-1 (Phase 1)
116	294.0	83	294.6	0.6	38434-1 (Phase 1)
117	292.9	84	293.6	0.7	38434-1 (Phase 1)

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118	295.9	85	295.9	0.0	38434-1 (Phase 1)
119	297.0	86	296.6	-0.4	38434-1 (Phase 1)
120	298.1	87	298.8	0.7	38434-1 (Phase 1)
121	299.2	88	299.9	0.7	38434-1 (Phase 1)
122	300.3	89	301.1	0.8	38434-1 (Phase 1)
123	301.4	90	302.3	0.9	38434-1 (Phase 1)
124	302.4	91	303.4	1.0	38434-1 (Phase 1)
125	303.5	92	304.6	1.1	38434-1 (Phase 1)
126	304.6	93	305.8	1.2	38434-1 (Phase 1)
127	305.7	94	307.0	1.3	38434-1 (Phase 1)
128	306.8	95	308.1	1.3	38434-1 (Phase 1)
129	307.9	96	309.1	1.2	38434-1 (Phase 1)
130	309.0	97	310.0	1.0	38434-1 (Phase 1)
131	310.0	98	311.0	1.0	38434-1 (Phase 1)
132	311.1	99	311.9	0.8	38434-1 (Phase 1)
133	312.2	100	313.0	0.8	38434-1 (Phase 1)
134	313.3	101	314.0	0.7	38434-1 (Phase 1)
135	314.2	102	314.8	0.6	38434-1 (Phase 1)
136	312.4	103	311.6	-0.8	38434-1 (Phase 1)
137	308.8	104	309.1	0.3	38434-1 (Phase 1)
138	308.8	105	308.2	-0.6	38434-1 (Phase 1)
139	306.0	106	307.3	1.3	38434-1 (Phase 1)
140	304.7	107	306.1	1.4	38434-1 (Phase 1)
141	303.6	108	304.8	1.2	38434-1 (Phase 1)
142	302.5	109	303.6	1.1	38434-1 (Phase 1)
143	301.4	110	302.3	0.9	38434-1 (Phase 1)
144	300.3	111	301.1	0.8	38434-1 (Phase 1)
145	299.3	112	299.8	0.5	38434-1 (Phase 1)
146	298.2	113	298.6	0.4	38434-1 (Phase 1)
147	297.1	114	297.4	0.3	38434-1 (Phase 1)
148	296.0	115	296.3	0.3	38434-1 (Phase 1)
149	295.0	116	295.2	0.2	38434-1 (Phase 1)
150	305.7	117	306.1	0.4	38434-1 (Phase 1)
151	305.9	118	305.8	-0.1	38434-1 (Phase 1)
152	306.1	119	305.6	-0.5	38434-1 (Phase 1)
153	306.4	120	305.9	-0.5	38434-1 (Phase 1)
154	306.6	121	306.1	-0.5	38434-1 (Phase 1)
155	306.8	122	306.3	-0.5	38434-1 (Phase 1)
156	307.0	123	306.7	-0.3	38434-1 (Phase 1)
157	307.0	124	306.8	-0.2	38434-1 (Phase 1)
158	306.4	125	306.3	-0.1	38434-1 (Phase 1)

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159	305.8	126	305.9	0.1	38434-1 (Phase 1)
160	305.3	127	305.7	0.4	38434-1 (Phase 1)
161	304.9	128	305.0	0.1	38434-1 (Phase 1)
162	304.3	129	304.7	0.4	38434-1 (Phase 1)
163	303.8	130	304.1	0.3	38434-1 (Phase 1)
164	303.2	131	303.5	0.3	38434-1 (Phase 1)
165	302.7	132	302.8	0.1	38434-1 (Phase 1)
166	302.1	133	302.3	0.2	38434-1 (Phase 1)
167	301.5	134	302.0	0.5	38434-1 (Phase 1)
168	301.0	135	301.7	0.7	38434-1 (Phase 1)
169	303.1	23	303.8	0.7	38434-1 (Phase 1)
170	303.6	24	304.3	0.7	38434-1 (Phase 1)
171	304.1	25	304.7	0.6	38434-1 (Phase 1)
172	305.5	26	305.1	-0.4	38434-1 (Phase 1)
173	305.5	27	305.5	0.0	38434-1 (Phase 1)
174	305.5	28	305.8	0.3	38434-1 (Phase 1)
175	306.0	29	306.0	0.0	38434-1 (Phase 1)
176	306.3	30	306.3	0.0	38434-1 (Phase 1)
177	306.7	31	306.6	-0.1	38434-1 (Phase 1)
178	307.0	32	307.1	0.1	38434-1 (Phase 1)
179	307.0	55	307.2	0.2	38434 (Phase 2)
180	306.7	56	306.5	-0.2	38434 (Phase 2)
181	306.3	57	306.0	-0.3	38434 (Phase 2)
182	306.0	58	305.5	-0.5	38434 (Phase 2)
183	305.7	59	305.2	-0.5	38434 (Phase 2)
184	305.5	60	305.0	-0.5	38434 (Phase 2)
185	305.8	76	305.3	-0.5	38434 (Phase 2)
186	306.0	77	305.5	-0.5	38434 (Phase 2)
187	306.3	78	305.8	-0.5	38434 (Phase 2)
188	306.5	79	306.0	-0.5	38434 (Phase 2)
189	306.7	80	306.3	-0.4	38434 (Phase 2)
190	307.0	81	306.5	-0.5	38434 (Phase 2)
191	305.1	82	304.6	-0.5	38434 (Phase 2)
192	304.2	83	303.7	-0.5	38434 (Phase 2)
193	303.7	84	303.2	-0.5	38434 (Phase 2)
194	303.1	85	303.0	-0.1	38434 (Phase 2)
195	302.5	86	302.2	-0.3	38434 (Phase 2)
196	302.0	87	301.8	-0.2	38434 (Phase 2)
197	301.6	88	301.5	-0.1	38434 (Phase 2)
198	301.6	104	301.5	-0.1	38434 (Phase 2)
199	302.2	105	302.0	-0.2	38434 (Phase 2)

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200	302.6	106	302.2	-0.4	38434 (Phase 2)
201	303.0	107	302.5	-0.5	38434 (Phase 2)
202	303.4	108	302.9	-0.5	38434 (Phase 2)
203	303.8	109	303.3	-0.5	38434 (Phase 2)
204	304.2	110	303.7	-0.5	38434 (Phase 2)
205	304.7	111	304.3	-0.4	38434 (Phase 2)
206	302.9	112	302.9	0.0	38434 (Phase 2)
207	302.8	113	302.7	-0.1	38434 (Phase 2)
208	302.6	114	302.5	-0.1	38434 (Phase 2)
209	302.4	115	302.3	-0.1	38434 (Phase 2)
210	302.2	116	302.0	-0.2	38434 (Phase 2)
211	301.9	117	301.7	-0.2	38434 (Phase 2)
212	301.7	118	301.4	-0.3	38434 (Phase 2)
213	301.5	119	301.2	-0.3	38434 (Phase 2)
214	301.2	120	300.8	-0.4	38434 (Phase 2)
215	301.0	121	300.6	-0.4	38434 (Phase 2)
216	301.1	138	300.6	-0.5	38434 (Phase 2)
217	301.3	139	300.9	-0.4	38434 (Phase 2)
218	301.4	140	301.1	-0.3	38434 (Phase 2)
219	301.6	141	301.3	-0.3	38434 (Phase 2)
220	301.8	142	301.6	-0.2	38434 (Phase 2)
221	302.0	143	301.8	-0.2	38434 (Phase 2)
222	302.2	144	302.0	-0.2	38434 (Phase 2)
223	302.4	145	302.3	-0.1	38434 (Phase 2)
224	302.6	146	302.5	-0.1	38434 (Phase 2)
225	302.8	147	302.7	-0.1	38434 (Phase 2)
226	302.9	148	302.9	0.0	38434 (Phase 2)
227	302.2	149	301.9	-0.3	38434 (Phase 2)
228	302.0	150	301.7	-0.3	38434 (Phase 2)
229	301.8	151	301.5	-0.3	38434 (Phase 2)
230	301.2	152	301.2	0.0	38434 (Phase 2)
231	301.4	153	300.9	-0.5	38434 (Phase 2)
232	301.1	154	300.7	-0.4	38434 (Phase 2)
233	300.9	155	300.4	-0.5	38434 (Phase 2)
234	300.7	156	300.1	-0.6	38434 (Phase 2)
235	300.5	157	299.8	-0.7	38434 (Phase 2)
236	300.3	158	299.6	-0.7	38434 (Phase 2)
237	300.4	173	299.9	-0.5	38434 (Phase 2)
238	300.6	174	300.1	-0.5	38434 (Phase 2)
239	300.8	175	300.3	-0.5	38434 (Phase 2)
240	301.0	176	300.5	-0.5	38434 (Phase 2)

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241	301.2	177	300.7	-0.5	38434 (Phase 2)
242	301.4	178	301.0	-0.4	38434 (Phase 2)
243	301.6	179	301.2	-0.4	38434 (Phase 2)
244	301.8	180	301.5	-0.3	38434 (Phase 2)
245	302.0	181	301.7	-0.3	38434 (Phase 2)
246	302.2	182	301.9	-0.3	38434 (Phase 2)
247	303.5	183	303.2	-0.3	38434 (Phase 2)
248	302.8	184	302.9	0.1	38434 (Phase 2)
249	302.6	185	302.7	0.1	38434 (Phase 2)
250	302.4	186	302.4	0.0	38434 (Phase 2)
251	302.2	187	302.1	-0.1	38434 (Phase 2)
252	302.0	188	301.9	-0.1	38434 (Phase 2)
253	301.8	189	301.6	-0.2	38434 (Phase 2)
254	301.6	190	301.4	-0.2	38434 (Phase 2)
255	301.4	191	301.1	-0.3	38434 (Phase 2)
256	301.0	192	300.6	-0.4	38434 (Phase 2)
257	300.0	193	300.3	0.3	38434 (Phase 2)
258	300.6	194	300.1	-0.5	38434 (Phase 2)
259	300.4	195	299.9	-0.5	38434 (Phase 2)
260	300.2	196	299.7	-0.5	38434 (Phase 2)
261	300.0	197	299.5	-0.5	38434 (Phase 2)
262	298.9	166	298.6	-0.3	38434 (Phase 2)
263	299.1	167	299.0	-0.1	38434 (Phase 2)
264	299.3	168	299.3	0.0	38434 (Phase 2)
265	299.5	169	299.6	0.1	38434 (Phase 2)
266	299.7	170	299.8	0.1	38434 (Phase 2)
267	299.9	171	300.1	0.2	38434 (Phase 2)
268	300.1	172	300.3	0.2	38434 (Phase 2)
269	300.0	159	300.4	0.4	38434 (Phase 2)
270	300.0	160	300.2	0.2	38434 (Phase 2)
271	299.8	161	300.0	0.2	38434 (Phase 2)
272	299.5	162	299.7	0.2	38434 (Phase 2)
273	299.3	163	299.3	0.0	38434 (Phase 2)
274	299.1	164	299.0	-0.1	38434 (Phase 2)
275	298.9	165	298.6	-0.3	38434 (Phase 2)
276	297.9	130	297.8	-0.1	38434 (Phase 2)
277	298.1	131	298.0	-0.1	38434 (Phase 2)
278	298.3	132	298.2	-0.1	38434 (Phase 2)
279	298.5	133	298.5	0.0	38434 (Phase 2)
280	298.7	134	298.7	0.0	38434 (Phase 2)
281	298.8	135	299.0	0.2	38434 (Phase 2)

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282	299.0	136	299.2	0.2	38434 (Phase 2)
283	299.2	137	299.5	0.3	38434 (Phase 2)
284	299.4	122	299.7	0.3	38434 (Phase 2)
285	299.3	123	299.5	0.2	38434 (Phase 2)
286	299.1	124	299.3	0.2	38434 (Phase 2)
287	298.8	125	299.0	0.2	38434 (Phase 2)
288	298.6	126	298.6	0.0	38434 (Phase 2)
289	298.4	127	298.2	-0.2	38434 (Phase 2)
290	298.1	128	297.8	-0.3	38434 (Phase 2)
291	297.9	129	297.5	-0.4	38434 (Phase 2)
292	296.9	97	296.8	-0.1	38434 (Phase 2)
293	297.3	98	297.4	0.1	38434 (Phase 2)
294	297.7	99	297.9	0.2	38434 (Phase 2)
295	298.1	100	298.5	0.4	38434 (Phase 2)
296	298.7	101	299.0	0.3	38434 (Phase 2)
297	299.4	102	299.6	0.2	38434 (Phase 2)
298	300.1	103	300.2	0.1	38434 (Phase 2)
299	300.3	89	300.4	0.1	38434 (Phase 2)
300	299.8	90	300.0	0.2	38434 (Phase 2)
301	299.4	91	299.6	0.2	38434 (Phase 2)
302	299.0	92	299.2	0.2	38434 (Phase 2)
303	298.5	93	298.9	0.4	38434 (Phase 2)
304	298.1	94	298.5	0.4	38434 (Phase 2)
305	297.6	95	297.8	0.2	38434 (Phase 2)
306	296.9	96	296.8	-0.1	38434 (Phase 2)
307	296.0	68	295.7	-0.3	38434 (Phase 2)
308	296.2	69	296.3	0.1	38434 (Phase 2)
309	296.4	70	296.6	0.2	38434 (Phase 2)
310	296.7	71	296.8	0.1	38434 (Phase 2)
311	296.9	72	297.1	0.2	38434 (Phase 2)
312	297.2	73	297.5	0.3	38434 (Phase 2)
313	297.6	74	297.9	0.3	38434 (Phase 2)
314	297.8	75	298.1	0.3	38434 (Phase 2)
315	297.6	61	297.9	0.3	38434 (Phase 2)
316	297.3	62	297.6	0.3	38434 (Phase 2)
317	297.1	63	297.3	0.2	38434 (Phase 2)
318	297.8	64	297.0	-0.8	38434 (Phase 2)
319	296.6	65	296.8	0.2	38434 (Phase 2)
320	296.4	66	296.5	0.1	38434 (Phase 2)
321	296.1	67	296.0	-0.1	38434 (Phase 2)
322	294.9	22	294.8	-0.1	38434-1 (Phase 1)

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323	295.1	21	295.1	0.0	38434-1 (Phase 1)
324	295.3	20	295.4	0.1	38434-1 (Phase 1)
325	295.5	19	295.7	0.2	38434-1 (Phase 1)
326	295.7	18	296.1	0.4	38434-1 (Phase 1)
327	295.9	17	296.4	0.5	38434-1 (Phase 1)
328	296.1	16	296.7	0.6	38434-1 (Phase 1)
329	296.2	15	296.9	0.7	38434-1 (Phase 1)
330	295.0	12	294.9	-0.1	38434-1 (Phase 1)
331	295.3	13	295.4	0.1	38434-1 (Phase 1)
332	295.5	14	295.7	0.2	38434-1 (Phase 1)

PLANNING COMMISSION RESOLUTION NO. 2841

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A REVISION OF TENTATIVE TRACT MAP 38434 TO MODIFY THE LAYOUT TO ACCOMMODATE A 332 SINGLE-FAMILY HOME RESIDENTIAL DEVELOPMENT ON A 93.56-ACRE PROJECT SITE SOUTH OF GERALD FORD DRIVE AND WEST OF PORTOLA ROAD WITHIN THE REFUGE SPECIFIC PLAN AREA (APNS: 694-310-009 & 694-310-011)
CASE NOS. TTM 38434 REVISION NO. 1 (TTM23-0002)

WHEREAS, the City Council of the City of Palm Desert, California, did on the 17th day of November 2022, adopt Resolution No. 2022-93, adopting a Mitigated Negative Declaration (MND) of Environmental Impact pursuant to the California Environmental Quality Act (CEQA), and approving the Refuge Specific Plan; and

WHEREAS, the City Council of the City of Palm Desert, did on the 17th day of November 2022, hold a duly noticed public hearing and adopt City Council Resolution No. 2022-94 to approve Tentative Tract Map (TTM) 38434 to subdivide 93.56 acres into individual parcels, including one (1) lot for condominium purposes, 339 single-family residential lots, and lots for public streets, private streets, and open space areas within the Refuge Specific Plan ("Specific Plan"); and

WHEREAS, Pulte Homes ("Applicant"), submitted a TTM Revision application to revise Tentative Tract Map 38434 to subdivide 93.56 acres into individual parcels, including one (1) lot for condominium purposes, 332 single-family residential lots, and lots for public streets, private streets, and open space areas ("Project") within the Specific Plan; and

WHEREAS, the Project site has a land use designation of Town Center Neighborhood (TCN) in the General Plan adopted on November 10, 2016, and zoning designation of Refuge Specific Plan adopted on November 17, 2022; and

WHEREAS, the Project can be found consistent with the previously adopted Mitigated Negative Declaration of Environmental Impact pursuant to the California Environmental Quality Act (CEQA) and corresponding Mitigation Monitoring Report Program, adopted via Council Resolution No. 2022-93; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 5th day of September 2023, hold a duly noticed public hearing to consider the request by the Applicant for a revision to TTM 38434; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the Planning Commission did find the following facts and reasons, which are outlined in the staff report exist to justify approval of said request; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and

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NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Palm Desert, California, as follows:

SECTION 1. Recitals. The Planning Commission hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Findings on Tentative Tract Map. Under PDMC Section 26.20.100(C), the findings for the tentative map are the following:

1. That the density of the proposed subdivision is consistent with applicable general and specific plans.

The map has been found to be consistent with the density, lot development standards, and land uses of the Specific Plan and the General Plan Land Use Designation for the Town Center Neighborhood. The TTM creates 332 single-family residential lots within Planning Areas 2 and 3. The number of lots is consistent with the minimum allowable density for the Specific Plan. All comply with the minimum requirements for lot sizes and dimensions established by the Specific Plan. The TTM provides for a circulation of public streets and private streets, which is consistent with the requirements of the Specific Plan. The tract provides for a distribution of open space and private amenity areas, which is consistent with the Specific Plan.

2. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

The design and improvement of the subdivision is consistent with the applicable Specific Plan requirements for lot standards, the circulation, and distribution of land uses. The dedications for public right-of-way are consistent with the applicable circulation elements of the Specific Plan.

3. That the site is physically suitable for the type of development.

The site is physically suitable for the mix of single-family and multi-family housing development. The site has suitable access, grading, drainage, and zoning to allow the development.

4. That the site is physically suitable for the proposed density of development.

The site is physically suitable for the density of development. The allowable density for the site has been evaluated by the General Plan. The Applicant has prepared the appropriate technical studies to assess that the site is physically suitable to develop. The MND for the Specific Plan identifies required mitigation.

5. That the design of the subdivision or the improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

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The design of the subdivision and improvements will not cause damage or substantially injure wildlife habitat. The subject property is in an urbanized area of Palm Desert and is adjacent to major roadways, including Gerald Ford Drive. The site is vacant and surrounded by residential development to the west and commercial development to the east. A biological assessment of the site was prepared for the Specific Plan and did not identify suitable habitats for wildlife that could be damaged or affected as a result of the development of the Project. Ground-disturbing activities for the development of the Project shall comply with the Migratory Bird Treaty Act, as well as preparation of a burrowing owl survey prior to ground-disturbing activities and prior to the removal of vegetation or tree removal shall ensure no habitat is damaged.

6. That the design of the subdivision or the type of improvements is not likely to cause serious public health problems.

The design of the subdivision is not likely to cause serious health problems. The Project is not located within a hazardous area that would be subject to flooding, liquefaction, landslides, fault zones, or other natural hazards. The Project does not generate adverse effects that would cause public health problems. Ground-disturbing activities are conditioned to prepare plans to control fugitive dust. The access locations to the subdivision have been evaluated in accordance with the Specific Plan and will not adversely affect public health.

SECTION 3. Project Approval. The Planning Commission approval for a revision to Tentative Tract Map 38434, subject to the Conditions of Approval attached hereto as Exhibit "A" annuls the prior map approval under Resolution No. 2022-94.

ADOPTED ON September 5, 2023


Joe Pradetto (Sep 12, 2023 11:06 PDT)

JOSEPH PRADETTO
CHAIRPERSON

ATTEST:



RICHARD D. CANNONE, AICP
SECRETARY

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I, Richard D. Cannone, AICP, Secretary of the City of Palm Desert, hereby certify that Resolution No. 2841 is a full, true, and correct copy, and was duly adopted at a regular meeting of the Planning Commission of the City of Palm Desert on September 5, 2023, by the following vote:

AYES: GREENWOOD, HOLT, and PRADETTO
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE
RECUSED: DE LUNA and GREGORY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on September 12th, 2023.



RICHARD D. CANNONE, AICP
SECRETARY

**EXHIBIT A
CONDITIONS OF APPROVAL
CASE NO. TTM 38434 REVISION NO. 1**

PLANNING DIVISION:

1. The development of the property shall conform substantially with exhibits on file with the Development Services Department, as modified by the following conditions.
2. The Applicant agrees that in the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any of the procedures leading to the adoption of these project approvals for the Project, or the project approvals themselves, the Developer and City each shall have the right, in their sole discretion, to elect whether or not to defend such action. Developer, at its sole expense, shall defend, indemnify, and hold harmless the City (including its agents, officers, and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to the Developer's approval of counsel, which shall not be unreasonably denied, and at the Developer's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify the Developer and cooperate in the defense. The Developer, upon such notification, shall deposit with City sufficient funds in the judgment of the City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect the information under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third-party litigation of project approvals without the Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed unless the Developer materially breaches this indemnification requirement.
3. The development of the property described herein shall be subject to the restrictions and limitations set forth herein, which are in addition to the approved development standards listed in the PDMC, and state and federal statutes now in force, or which hereafter may be in force.
4. The TTM shall expire if recordation of the said Project is not completed within two (2) years from date of the original approval (November 17, 2022) unless an extension of time is granted by the Palm Desert Planning Commission; otherwise, said approval shall become null, void, and of no effect whatsoever. Expiration date of this map is November 17, 2024.
5. The approved TTM shall only be modified with written City approval in accordance with the requirements of the Specific Plan and Chapter 26.20 of the Palm Desert Municipal Code (PDMC).

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6. All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Development Services Department.
7. The Applicant shall execute a written acknowledgment to the Planning Division stating acceptance of and compliance with all the Conditions of Approval of Resolution No. 2841 for TTM 38434, and that the plans submitted are in compliance with the Conditions of Approval. No modifications shall be made to said plans without written approval from the appropriate decision-making body.
8. Prior to the issuance of a building permit for construction of any use or structure contemplated by this approval, the Applicant shall first obtain permits and or clearance from the following agencies:

Coachella Valley Water District (CVWD)
Fire Department
Building and Safety Division
Public Works Department

Evidence of said permit or clearance from the above agencies shall be presented to the Building & Safety Division at the time of issuance of a building permit for the use contemplated herewith.

9. The Applicant shall establish a homeowners' association (HOA). The HOA's responsibility for maintenance shall include but is not limited to maintenance of private amenity areas and open space, landscaping, stormwater retention, and related infrastructure. The final maintenance plan shall include detailed text and illustrative diagrams indicating areas of responsibility for maintenance and shall be subject to approval by the Director of Development Services and City Engineer.
10. Prior to approval of the final map, the Applicant shall submit a final phasing plan, which identifies the timing of roadway improvements and open space.
 - A. The phasing plan shall indicate that full segments of Planning Area 5, shown as Lot "K" shall be completed and fully landscaped prior to the occupancy of any adjacent homes on Lots 1 through 46.
 - B. The entire amenity area shown on Lot O shall be completed prior to the occupancy of the 200th unit within Planning Area 3.
11. The pad elevations of all lots shall be consistent with the approved preliminary grading plan included in the project file. Adjustments that increase or decrease the pad elevation by six inches (0'-6") or less shall be subject to review and approval by the Director of Development Services and City Engineer. Any change to a pad elevation shall require an adjustment to the grading and drainage plan for consistency.
 - A. Adjustments that increase the approved pad elevations on Lots 1-46 by more than six (6) inches shall require approval by the Planning Commission. Exhibit B, attached to this resolution, provides the approved plan elevations for these lots,

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per the preliminary grading and drainage exhibit drafted by MSA Consulting, dated August 17, 2023.

- B. Adjustments that increase the pad elevations by more than six (6) inches on all other lots must be reviewed by the City Engineer and approved through the Director of Development Services. The Director of Development Services may refer the request to Planning Commission for approval.

- 12. The Applicant shall construct the circulation network for Street "A" and Street "B" as shown on the approved Specific Plan prior to any development within Planning Area 2 and/or Planning Area 3.
- 13. All mitigation measures identified in the Specific Plan Mitigated Negative Declaration (SCH# 2022100013) and the accompanying Mitigation Monitoring and Reporting Program (MMRP), shall be incorporated into the planning, design, development, and operation of the Project.
- 14. At recordation of the final map, the Applicant shall record an easement for a secondary Fire Department emergency access across Lot 333, which provides a connection between Street "A" and Street "B."

LAND DEVELOPMENT DIVISION/PUBLIC WORKS DEPARTMENT:

- 15. The following plans, studies, and exhibits are hereby referenced: Specific Plan, prepared by MSA Consulting and dated August 2022; TTM 38434 and dated August 25, 2023; Preliminary Grading, prepared by MSA Consulting, Inc. and dated August 17, 2022; Preliminary Utility Plan, prepared by MSA Consulting, Inc. and dated June 2022; Preliminary Hydrology Report, prepared by MSA Consulting, Inc. and dated August 18, 2022; and Preliminary Water Quality Management Plan, prepared by MSA Consulting, Inc. and dated August 19, 2022.
- 16. The map shall comply with the State of California Subdivision Map Act and with the City of PDMC Title 26, unless otherwise modified by the conditions listed herein.
- 17. It is assumed that easements shown on the preliminary grading exhibit are shown correctly and include all the easements that encumber the subject property. A current preliminary title report for the site will be required to be submitted during the technical plan review. The Applicant shall secure approval from all, if any, easement holders for all grading and improvements, which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no effect. Should such approvals or alternate actions regarding the easements not be provided and approved by the City, the Applicant may be required to amend or revise the proposed site configuration as may be necessary.
- 18. It is understood that the conceptual exhibits correctly show acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Qs, and that the omission or unacceptability may require that the Applicant amend or revise the site plan as may be.

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19. All common areas will be permitted as shown on the tentative exhibit, subject to these Conditions of Approval and the Applicant providing adequate provisions, by means of a homeowners' association (HOA) or another equivalent responsible mechanism as approved by the City Engineer and City Attorney, for the continued and perpetual maintenance of these common areas, and on-site post-construction Best Management Practices (BMPs) to the satisfaction of the City Engineer and City Attorney.
20. The Applicant shall pay all, appropriate signalization fee prior to the issuance of the first building permit for the development in accordance with the City's Resolution No. 79-17 and 79-55.
21. The Applicant may choose to develop the tentative map in phases with the approval of the City Engineer. Financial security shall be provided for all public improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utility, street, or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. This approval must be obtained prior to the Applicant submitting a Phasing Plan to the California Bureau of Real Estate.
22. If the developer chooses to construct the project in phases, a Construction Phasing Plan for the construction of on-site public or private improvements shall be submitted for review and approved by the City Engineer.
23. Prior to map approval, the Applicant shall pay all, appropriate drainage fee in accordance with the City's Municipal Code Section 26.49 and Palm Desert Ordinance No. 653.
24. Prior to map approval, the Applicant shall pay all appropriate park fees in accordance with the City's Municipal Code Section 26.48.060.
25. The Applicant shall comply with Palm Desert Ordinance No. 843, Section 24.20 Stormwater Management and Discharge Ordinance.
26. All utility extensions within the site shall be placed underground unless otherwise specified or allowed by the respective utility purveyor.
27. Prior to approval of any implementing development project, planning area, parcel/tract map within the Refuge Specific Plan area, a development specific traffic letter shall be submitted to the City. The letter shall address consistency with the approved Specific Plan Traffic Impact Analysis assumptions. If it is determined that the proposed development is inconsistent with the approved report, the Applicant shall file an amendment to the approved traffic report describing the impacts of any proposed changes.
28. Prior to precise grading plan approval, the Applicant shall provide a Pedestrian Accessibility Route Plan that labels and indicates the path location and conceptual design of the following structures and facilities:

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- A. Sidewalks and walks (public right of way sidewalk, walks within the development.
- B. Directional curb ramps.
- C. Vehicular crossings (at driveways) shall meet state and federal requirements.

The Pedestrian Accessibility Route Plan shall clearly indicate structures that are proposed with the development and future per other phases and/or site plans. Pedestrian facilities (privately or publicly owned) that are open to the public shall comply with accessibility standards in the California Building Code (current) and Americans with Disability Act (ADA) regulations.

- 29. Public improvements, constructed as part of the requirements for this project, that are non-compliant with the accessibility standards in effect at the time of construction or alteration, shall be brought up to current accessibility standards. This work shall be incorporated into the scope of this project and shall be completed prior to acceptance by the City. Improvements that are compliant with the accessibility standards in effect at the time of construction, shall be documented on a separate construction plan with detailed specifications (running and cross slopes of all pedestrian walking surfaces, locations and dimensions and slopes of maneuvering spaces and landings, width of sidewalk, width, and vertical clearance from obstructions). The accessibility of existing improvements will be verified by City inspection staff upon completion of the project. Discrepancies between documented existing conditions and existing conditions as measured by City staff shall be remedied and brought up to accessibility standards as part of the Project.
- 30. Prior to a grading permit, the Applicant shall prepare a final grading plan for the site. No grading or other improvements shall be permitted until a final grading plan has been approved by the City Engineer. Grading plans and all grading shall conform to the approved Conceptual Grading Plan, the California Building Code, PDMC Title 27 Grading, and all other relevant laws, rules, and regulations governing grading in the City of Palm Desert.
- 31. The grading plan shall provide for acceptance and proper disposal of all off-site drainage flowing onto or through the site. Should the quantities exceed the street capacity, the Applicant shall provide adequate drainage facilities and/or appropriate easements as approved by the City Engineer.
- 32. Pad elevations, as shown on the conceptual exhibit, are subject to review and modification per Chapter 27 of the PDMC.
- 33. Prior to approval of the grading plan, the Applicant shall prepare a detailed final flood hazard/hydrology and hydraulics report for approval of the City Engineer. The report shall encompass the entire area of the subdivision and comply with all relevant laws, rules, and regulations governing the City of Palm Desert. Development specific recommendations for sizing of drainage facilities, systems, and conveyance systems shall be included for all areas within the subdivision.
- 34. All drainage and storm drain improvements shall be designed per PDMC Title 24, Riverside County Flood Control and Water Conservation District's standards for the Drainage Element of the Palm Desert General Plan, and all other relevant laws, rules, and

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regulations governing grading in the City of Palm Desert.

35. Prior to approval of the grading plans, the Applicant shall provide the City Engineer with evidence that a Notice of Intent (NOI) has been filed with the State Water Resources Control Board. Such Evidence shall consist of a copy of the NOI stamped by the State Water Resources Control Board or the Regional Water Quality Control Board, or a letter from either agency stating that the NOI has been filed. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at: Construction Stormwater General Permits | California State Water Resources Control Board. https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.html
36. Prior to the issuance of a grading permit, the Applicant shall submit a PM10 application for review and approval. The Applicant shall comply with all provisions of PDMC Section 24.12 regarding Fugitive Dust Control.
37. Prior to issuance of grading permit, the Applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) for review and approval of the Land Development department.
38. Where grading involves import or export, the Applicant shall obtain permits from the Public Works Department, including import/export quantities and hauling route.
39. Prior to grading permit, it shall be the sole responsibility of the Applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading shown on the grading plan exhibit. Proof shall be provided to the Land Development Division prior to issuance of grading permit.
40. It is assumed that the grading and the provisions for water quality management shown on the conceptual grading exhibit can comply with all requirements for a Final Water Quality Management Plan (F-WQMP), without substantial change from that shown. Prior to approval of the grading plan for each Precise Plan Landowner shall prepare, or cause to be prepared, a Final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) Whitewater River Watershed area for approval of the City Engineer.
41. All post-construction BMPs shall be designed based on the City of Palm Desert's maximum infiltration criteria of one (1) inch/hour.
42. Prior to the issuance of a grading permit, the Applicant shall submit a signed and notarized WQMP Operations and Maintenance Agreement to the City. The agreement shall provide for the maintenance and operation of open space areas, common spaces such as parking lot and recreational facilities, trash disposal for common areas, and water quality BMP facilities, by either the property owners' association or the owners of each individual lot or unit as tenants in common.
43. The Applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall be inspected and signed-off by the City Public Works/CIP inspector. Coordinate inspection with staff and submit a completed verification form for review and approval. This condition will be at the

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discretion of the City Engineer.

44. Prior to the issuance of grading permit and in compliance with the City of PDMC Chapter 27.24, the Applicant shall enter into an agreement and post financial security guarantee for all grading work related to this Project.
45. Prior to the issuance of grading permit for each Precise Plan, the Applicant shall submit for review and approval of the City Engineer a final Geotechnical Report that includes project specific recommendations.
46. Prior to the start of grading activities, the Applicant shall install all erosion and dust control mechanisms for the site as approved by the City.
47. Upon completion of grading of each Precise Plan, the Project's Geotechnical Engineer shall certify to the completion of grading in conformance with the approved grading plans and the recommendations of the geotechnical report approved for this Project. A licensed land surveyor shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.
48. Prior to map recordation, the Applicant shall submit improvement plans for all public streets and improvements.
 - A. Dedication of street on the final map shall be for public right-of-way purposes inclusive of street, drainage, and utility installation.
 - B. The following streets have been identified as future public streets during the review process and are identified in the referenced tentative map exhibit: Portion/Extension of Julie Drive, Street "A", Street "B", Street "C", Street "D", Street "E", Street "F", Street "G", Street "H", Street "I", Street "J", Street "K", Street "L", Street "M", Street "N", Street "O", Street "P", Street "Q", and Street "R".
49. Final map shall show, as part of the Owner's Statement, retention of open space lots identified in the referenced tentative map exhibit. The following lots were identified as to be retained by ownership: Lot A through Lot O inclusive.
 - A. Any changes to the ownership of the lots will require approval by the City Engineer and the Director of Public Works.
 - B. Maintenance responsibilities for private common spaces and lots retained on the map shall be clearly detailed on the CC&Rs for the subdivision.
50. Final map shall show corner cutback dedication at all corner lots and public street intersections. Dedication at corner lots shall be adequate to accommodate all public infrastructure within the public street, including ADA compliant curb ramps.
51. Prior to the map recordation, the Applicant shall provide full-scale signing and striping improvement plans for all public streets as a separate set of plans from street improvement plans for review and approval by the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, roundabout(s), travel lanes, pavement markings, turning arrows, etc.

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52. Prior to final map approval, the Applicant shall pay a fair share contribution equivalent to 42.9% of the design and construction cost for the signalization of Gerald Ford Drive and Rembrandt Way/Vitalia Way intersection.
53. The final map may not be approved until the required improvements, as identified on these Conditions of Approval, have been satisfactorily constructed and approved by the City Engineer; or until an adequate security has been posted with the City, in accordance with PDMC Title 26. If construction is not completed prior to map recordation, the Applicant shall enter into a subdivision improvement agreement and post financial securities with the City for the required public improvements prior to map approval. The form and amount of the financial security shall be reviewed and approved by the City and be in compliance with PDMC Sections 26.28.030 and 26.28.040.
54. Prior to map recordation, unless corresponding securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of improvements on Gerald Ford Drive in compliance with the Refuge Specific Plan. Improvements generally include, but not limited to:
 - A. If not in place or constructed by others prior to the proposed map recordation: Street improvements, including meandering sidewalk, curb and gutter, and landscape and irrigation improvements along the Refuge Specific Plan boundary and transitioning to existing improvements to the east and west of the site.
 - B. A Class II bicycle lane in accordance with Coachella Valley Association of Governments Active Transportation Planning (CVAG ATP) Design Guidelines Section 5.3.
 - C. Improvements identified in these Conditions of Approval for public streets.
 - D. The Applicant shall show, as reference only, all existing and proposed utility connections. Utility plans shall be processed and approved by CVWD.
55. Prior to map recordation, unless securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of Gerald Ford Drive/Rembrandt Parkway intersection improvements in compliance with the traffic report prepared for Refuge Specific Plan and approved by the City. Improvements generally include, but are not limited to:
 - A. ADA compliant curb ramps.
 - B. Installation of intersection improvements to provide:
 - i. Northbound: one LT/TH lane, one (125 ft) RT lane
 - ii. Southbound: one shared LT/TH/RT lane
 - iii. Eastbound: one LT lane, two TH lanes, one (150 ft) RT lane
 - iv. Westbound: one (150 ft) LT lane, three TH lanes, one RT lane
 - v. Signalized intersection
 - C. Applicant to pay for full cost of intersection and roadway improvements, excluding traffic signal.
 - D. In addition, Applicant shall contribute a 42.9% of the total design and construction cost for intersection signalization and improvements. The amount shall be per the City's approved cost estimate and a form approved by the City Engineer.
 - E. Design for traffic signal shall consider interconnect to adjacent signals on Gerald

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Ford Drive at Portola Avenue and at Gateway Drive shall be included as part of the design and construction cost estimates.

56. Prior to map recordation, unless securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of improvements on Street "A" south of Gerald Ford Drive transitioning to proposed Street "A" in compliance with the Refuge Specific Plan and as identified in the traffic study. Improvements generally include but are not limited to:

- A. ADA compliant curb ramps at driveway crossings.
- B. Widening of Street "A" to a 44-foot roadway, north of the subdivision boundary to Gerald Ford Drive, providing landscape and sidewalk along both sides of the street. Street section shall provide for 44-foot roadway with the following geometries:
 - i. Northbound: one lane
 - ii. Southbound: one lane
- C. In addition, the design shall include shared bicycle and golf cart lanes between Gerald Ford Drive and the extension of Julie Lane.

57. Prior to map recordation, unless securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of Street "A"/Julie Lane intersection improvements in compliance with the Specific Plan Traffic Report recommendations.

- A. Applicant will be responsible for providing adequate right-of-way on the final map to accommodate all public infrastructure within the public right-of-way. Applicant will be the sole responsible party for any right-of-way acquisition, if any, that may be required in order to satisfy this Condition of Approval.
- B. Install intersection improvements:
 - i. Roundabout per California Highway Design Manual (CA HDM) and Federal Highway Administration (FHWA) guidelines, including enhanced central island and accessible pedestrian crossing.
 - ii. Modify existing westerly terminus of Julie Lane to join with required roundabout improvements.
 - iii. Sidewalk facilities shall be provided surrounding the roundabout.
 - iv. Landscape improvements within public right-of-way will be required surrounding the roundabout.

58. Prior to map recordation, unless securities are posted per Condition No. 53 or the improvements are found by the City Engineer to no longer be required, the Applicant is responsible for the construction and installation of Julie Lane/Portola Road intersection improvements in compliance with the Specific Plan traffic report recommendations.

- A. Install geometries to provide:
 - i. Northbound: one LT, three TH lanes, one RT lane
 - ii. Southbound: one LT, two TH lanes, one shared TH/RT lane
 - iii. Eastbound: one LT lane, one shared TH/RT
 - iv. Westbound: one LT lane, one TH lane, one RT lane

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59. Prior to map recordation, unless securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of improvements of Street "B", the westerly extension of existing Julie Lane. Improvements shall be provided on both sides of the street and generally include, but not limited to: curb and gutter, landscape and irrigation improvements, landscape buffered sidewalks along roadways.
- A. Proposed Street "B" shall extend and connect to proposed Street "F" as generally shown on the tentative map exhibit. Connection and roadway alignment shall be reviewed and approved by the City Engineer.
 - B. All signing and striping shall follow California MUTCD standards.
 - C. Proposed Street "B" and future condominium development parcel intersection shall be designed to include a mini roundabout per CA HDM and FHWA guidelines or as a three-legged intersection (T-intersection). Final design shall be reviewed and approved by the City Engineer.
60. Prior to map recordation, unless securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of improvements on proposed local streets. Improvements shall be provided on both sides of the streets unless otherwise specified on these conditions of approval and generally include, but not limited to: curb and gutter, and landscape and irrigation improvements, and landscape buffered sidewalks along roadways.
- A. All signing and striping shall follow California MUTCD standards and be submitted as a separate set of plans for review and approval of the City Engineer.
 - B. Parking along 36-foot-wide interior streets shall be limited to one side of the street only.
 - C. Horizontal curves shall be designed per Highway Design Manual and shall provide adequate roadway expansion (widening) to safe vehicle circulation and movements.
 - D. Street design shall incorporate a roundabout per CA HDM and FHWA guidelines at the intersection of proposed Street "C" and Street "G".
 - E. Streets design shall incorporate mini roundabouts per CA HDM and FHWA guidelines at the intersection of proposed Street "G" and Street "J," as generally shown on the referenced tentative map exhibit. Final design shall be reviewed and approved by the City Engineer.
61. Prior to issuance of encroachment permit for public improvements and/or map recordation, whichever comes first, the Applicant shall enter into an agreement and post financial security guarantee for the construction of all off-site/public improvements in accordance with Chapter 27.24 of the PDMC. The form and amount of the financial security shall be reviewed and approved by the City Engineer. The Applicant shall guarantee all improvements for a period of one (1) year from the date of final acceptance and the improvement guarantee shall be backed by a bond or cash deposit in the amount of ten percent of the surety posted for the improvements.
62. Prior to the map recordation, the Applicant shall submit grading and improvement plans for all private improvements and common areas for review and approval of the City Engineer.

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- A. Signing and striping shall be part of the plans and shall include stop signs and stop bars for vehicles exiting the amenities area parking lot.
- B. All private improvements shall be kept within private property. Non-standard encroachments into proposed public right-of-way will not be permitted, unless clearly identified on these Conditions of Approval.

63. Prior to approval of the improvement plans, the Applicant shall provide a full-scale signing and striping improvement plan for all public streets as a separate set of plans from street improvement plans for review and approval of the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, median break(s), travel lanes, pavement markings, turning arrows, etc.
64. Prior to a building permit for the first developed phase, proposed Street "A", Julie Lane, and Street "A"/Julie Lane intersection improvements shall be in constructed and accessible. Recommendations of the traffic report may be phased as approved by the City Engineer, but in no case shall defer installation or payment of fair share for traffic signal at Gerald Ford beyond the first developed phase.
65. Prior to a building final inspection, the Applicant is responsible for the completion of construction of all grading and improvements for which plans are required.
66. Prior to final building permit inspection or certificate of occupancy, the Applicant is responsible for the completion of all public improvements within the corresponding development phase.
67. Prior to City acceptance of all public streets, the Applicant shall have completed all building and construction activities related to each construction phase. Street capping shall be performed after the last Certificate of Occupancy is released.
68. Prior to bond release, punch list work for improvements and capping of streets for each construction phase shall be completed and approved for acceptance by the City Engineer.

FIRE DEPARTMENT:

69. Fire Hydrants and Fire Flow: The water system shall be capable of delivering the required fire flow. Prior to PP (plot plan) approval, information shall be provided to the Office of the Fire Marshal regarding the building's occupancy type, construction type, building area, and whether the buildings will be protected with fire sprinklers.
70. Fire Department Access: Access roads shall extend to within 150 feet of all portions of the exterior building walls and shall have an unobstructed width of not less than 24 feet. Fire access driveways with a dead-end exceeding 150 feet in length shall be provided with an approved space to turn around the fire apparatus. The access roads shall be capable of sustaining 60,000 lbs. over two axles and 75,000 lbs over three axles in all-weather conditions. Approved vehicle access, either permanent or temporary, shall be provided during construction. CFC 503.1.1, 3310.1 and 503.2.1

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71. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1.
72. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction.
73. Fire Sprinkler System: All new commercial structures 3,600 square feet or larger shall be protected with a fire sprinkler system. Ref CFC 903.2 as amended by the City of Palm Desert.
74. Residential Fire Sprinklers: Residential fire sprinklers are required in all one and two-family dwellings per the California Residential Code (CRC). Plans must be submitted to the Office of the Fire Marshal for review and approval prior to installation. Ref. CRC 313.2.
75. Knox Box and Gate Access: Buildings shall be provided with a Knox Box installed in an accessible location approved by the Office of the Fire Marshal. Manual gates shall be equipped with approved Knox equipment. Electric gates shall be provided with Knox key switches. Electric gate operators shall also be connected to a remote signal receiver compatible for use with the preemption devices on the Riverside County fire apparatus. The gate shall automatically open upon receiving a remote signal from the fire apparatus. Ref. CFC 506.1.
76. Addressing: All residential dwellings and commercial buildings shall display street numbers in a prominent location on the street side of the premises and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01.
77. The proposed Project may have a cumulative adverse impact on the Fire Department's ability to provide an acceptable level of service. These impacts include an increased number of emergency and public service calls due to the increased presence of structures, traffic, and population. The Project proponents/developers will be expected to provide for a proportional mitigation of these impacts via capital improvements and/or impact fees.

EXHIBIT B

APPROVED PAD ELEVATIONS FOR LOTS 1-46

Lot Number	Approved Pad Elevation (NAVD 88)
1	294.4
2	294.2
3	293.9
4	293.7
5	293.4
6	294.0
7	293.8
8	293.6
9	294.1
10	294.3
11	294.5
12	294.8
13	295.0
14	295.3
15	295.5
16	295.8
17	296.0
18	296.2
19	296.5
20	297.0
21	297.2
22	297.5
23	297.7
24	297.9

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25	298.2
26	298.4
27	298.7
28	298.9
29	299.1
30	299.3
31	299.7
32	299.9
33	300.1
34	300.4
35	300.6
36	300.8
37	301.1
38	301.5
39	301.8
40	302.0
41	302.3
42	302.5
43	302.7
44	303.0
45	303.2
46	304.0

END OF CONDITIONS OF APPROVAL

RESOLUTION NO. 2022-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A TENTATIVE TRACT MAP (TTM) SUBDIVIDING A 93.56-ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF GERALD FORD DRIVE AND REMBRANDT PARKWAY
CASE NO. TTM 38434

WHEREAS, Refuge Palm Desert LLC (“Applicant”), submitted a TTM application within the Refuge Specific Plan (“Specific Plan”) to subdivide 93.56 acres into individual parcels including one lot for condominium purposes, 339 single-family residential lots, and lots for public streets, private streets, and open space areas (“Project”); and

WHEREAS, the Project site has a land use designation of Town Center Neighborhood (TCN) in the General Plan adopted November 10, 2016, and zoning designation of Refuge Specific Plan adopted on November 17, 2022; and

WHEREAS, under Section 21067 of the Public Resources Code, Section 15367 of the State California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), and the City of Palm Desert’s (“City’s”) Local CEQA Guidelines, the City is the lead agency for the Project; and

WHEREAS, in accordance with State CEQA Guidelines Section 15063, the City conducted an Initial Study to determine if the Project may have a significant effect on the environment; and

WHEREAS, pursuant to the requirements of the CEQA, the State Guidelines for Implementation of CEQA (State CEQA Guidelines) and a Mitigated Negative Declaration (MND), SCH# 2022100013 (EA 22-0001), and an accompanying Mitigation Monitoring and Reporting Program (MMRP), were prepared for the Project; and

WHEREAS, the Project is consistent with the development density and use characteristics considered by the General Plan EIR, Refuge Specific Plan Mitigated and the TCN land use designation; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 18th day of October 2022, hold a duly noticed public hearing to consider the request by the Applicant and adopted Planning Commission Resolution No. 2821 recommending that the City Council approve the above-noted Project subject to findings and conditions of approval; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the City Council of the City of Palm Desert, did on the 17th day of November 2022, hold a duly noticed public hearing, the City Council opened the public hearing, the City Council considered the request by the Applicant for the development of the Tentative Tract Map; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PALM DESERT, CALIFORNIA, AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Findings on Tentative Tract Map. Under PDMC Section 26.20.100(C), the findings for the tentative map are the following:

1. That the density of the proposed subdivision is not consistent with applicable general and specific plans.

The map has been found to be consistent with the density, lot development standards, and land uses of the Specific Plan and the General Plan Land Use Designation for Town Center Neighborhood. The TTM creates 339 single-family residential lots within Planning Areas 2 and Planning Area 3. The number of lots is consistent with the minimum allowable density for the Specific Plan. All comply with the minimum requirements for lot sizes and dimensions established by the Specific Plan. The TTM provides for a circulation of public streets and private streets, which is consistent with the requirements of the Specific Plan. The tract provides for a distribution of open space and private amenity areas, which is consistent with the Specific Plan.

2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

The design and improvement of the subdivision is consistent with the applicable Specific Plan requirements for lot standards, the circulation, and distribution of land uses. The dedications for public right-of-way are consistent with the applicable circulation elements of the Specific Plan.

3. That the site is not physically suitable for the type of development.

The site is physically suitable for the mix of single-family and multi-family housing development. The site has suitable access, grading, drainage, and zoning to allow the development.

4. That the site is not physically suitable for the proposed density of development.

The site is physically suitable for the density of development. The allowable density for the site has been evaluated by the General Plan. The Applicant has prepared the appropriate technical studies to assess that the site is physically suitable to develop. The MND for the Specific Plan identify required mitigation.

5. That the design of the subdivision or the improvements are likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

The design of the subdivision and improvements will not cause damage or substantially injure wildlife habitat. The subject property is in an urbanized area of Palm Desert and is adjacent to major roadways, including Gerald Ford Drive. The site is vacant and surrounded by residential development to the east and south and commercial development to the west. A biological assessment of the site was prepared for the Specific Plan and did not identify suitable habitats for wildlife that could be damaged or affected as a result of the development of the Project. Ground-disturbing activities for the development of the Project shall comply with the Migratory Bird Treaty Act, as well as preparation of a burrowing owl survey prior to ground-disturbing activities, and prior to the removal of vegetation or tree removal shall ensure no habitat is damaged.

6. That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

The design of the subdivision is not likely to cause serious health problems. The Project is not located within a hazardous area that would be subject to flooding, liquefaction, landslide, fault zones, or other natural hazards. The Project does not generate adverse effects that would cause public health problems. Ground-disturbing activities are conditioned to prepare plans to control fugitive dust. The access locations to the subdivision have been evaluated in accordance with the Specific Plan and will not adversely affect public health.

SECTION 3. Project Approval. The City Council hereby approves TTM 38434 to the subject to the findings and Conditions of Approval.

SECTION 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City's office at 73510 Fred Waring Drive, Palm Desert, CA 92260. Anthony J. Mejia, MMC, the City Clerk of the City of Palm Desert is the custodian of the record of proceedings.

SECTION 5. Execution of Resolution. The Mayor signs this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

ADOPTED ON NOVEMBER 17, 2022.



JAN C. HARNIK
MAYOR

ATTEST:



ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, MMC, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2022-94 is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on November 17, 2022, by the following vote:

AYES: JONATHAN, KELLY, NESTANDE, QUINTANILLA, AND HARNIK
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE
RECUSED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on Nov 28, 2022.


Anthony Mejia (Nov 28, 2022 09:28 PST)

ANTHONY J. MEJIA
CITY CLERK

**EXHIBIT A
CONDITIONS OF APPROVAL
CASE NO. TTM 38434**

PLANNING DIVISION:

1. The development of the property shall conform substantially with exhibits on file with the Development Services Department, as modified by the following conditions.
2. The Applicant agrees that in the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any of the procedures leading to the adoption of these project approvals for the Project, or the project approvals themselves, the Developer and City each shall have the right, in their sole discretion, to elect whether or not to defend such action. Developer, at its sole expense, shall defend, indemnify, and hold harmless the City (including its agents, officers, and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to the Developer's approval of counsel, which shall not be unreasonably denied, and at the Developer's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify the Developer and cooperate in the defense. The Developer, upon such notification, shall deposit with City sufficient funds in the judgment of the City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect the information under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third-party litigation of project approvals without the Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed unless the Developer materially breaches this indemnification requirement.
3. The development of the property described herein shall be subject to the restrictions and limitations set forth herein, which are in addition to the approved development standards listed in the PDMC, and state and federal statutes now in force, or which hereafter may be in force.
4. The TTM shall expire if recordation of the said Project is not completed within two (2) years from the date of final approval unless an extension of time is granted by the Palm Desert Planning Commission; otherwise, said approval shall become null, void, and of no effect whatsoever.
5. The approved TTM shall only be modified with written City approval in accordance with the requirements of the Specific Plan and Chapter 26.20 of the PDMC.

6. All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Development Services Department.
7. The Applicant shall execute a written acknowledgment to the Planning Division stating acceptance of and compliance with all the Conditions of Approval of Resolution No. 2821 for TTM 38434, and that the plans submitted are in compliance with the Conditions of Approval. No modifications shall be made to said plans without written approval from the appropriate decision-making body.
8. Prior to issuance of a building permit for construction of any use or structure contemplated by this approval, the Applicant shall first obtain permits and or clearance from the following agencies:

Coachella Valley Water District (CVWD)
Public Works Department
Fire Department
Building and Safety Division

Evidence of said permit or clearance from the above agencies shall be presented to the Building & Safety Division at the time of issuance of a building permit for the use contemplated herewith.

9. The Applicant shall establish a homeowners' association (HOA). The HOA's responsibility for maintenance shall include but is not limited to maintenance of private amenity areas and open space, landscaping, stormwater retention, and related infrastructure. The final maintenance plan shall include detailed text and illustrative diagrams indicating areas of responsibility for maintenance and shall be subject to approval by the Director of Development Services and City Engineer.
10. Prior to the recordation of the final map, the Applicant shall submit a final phasing plan, which identifies the timing of roadway improvements and open space.
 - A. The phasing plan shall indicate that full segments Planning Area 5, shown as Lot "D" shall be completed and fully landscaped prior to the occupancy of any adjacent homes on Lots 1 through 46.
 - B. The central amenity area shown on Lot Q shall be completed prior to the occupancy of the 200th unit within Planning Area 3.
11. The pad elevations of all lots shall be consistent with the approved preliminary grading plan included with the project file. Adjustments which increase or decrease the pad elevation by six inches (0'-6") or less shall be subject to review and approval by the Director of Development Services and City Engineer.
 - A. Adjustments which increase the pad elevations by more than six (6) inches shall require approval by the Planning Commission.

12. The Applicant shall construct the circulation network for Street "A" and Street "B" as shown on the approved Specific Plan, prior to development within Planning Areas 2 and/or Planning Area 3.
13. All mitigation measures identified in the Specific Plan Mitigated Negative Declaration (SCH# 2022100013) and the accompanying Mitigation Monitoring and Reporting Program (MMRP), shall be incorporated into the planning, design, development, and operation of the Project.
14. At recordation of the final map, the applicant shall record an easement for a secondary Fire Department emergency access across Lot 340, which provides a connection between Street "A" and Street "B.". At the recordation of the condominium map on Lot 340, or time of filing of the condominium plan on Lot 340, or development for Lot 340, the easement shall be modified to provide secondary Fire Department emergency access across the parcel utilizing fire lanes within Lot 340.

LAND DEVELOPMENT DIVISION/PUBLIC WORKS DEPARTMENT:

15. The following plans, studies, and exhibits are hereby referenced: Specific Plan, prepared by MSA Consulting and dated August 2022; TTM 38434 and dated August 22, 2022; Preliminary Grading, prepared by MSA Consulting, Inc. and dated August 17, 2022; Preliminary Utility Plan, prepared by MSA Consulting, Inc. and dated June 2022; Preliminary Hydrology Report, prepared by MSA Consulting, Inc. and dated August 18, 2022; and Preliminary Water Quality Management Plan, prepared by MSA Consulting, Inc. and dated August 19, 2022.
16. The map shall comply with the State of California Subdivision Map Act and with the City of PDMC Title 26, unless otherwise modified by the conditions listed herein.
17. It is assumed that easements shown on the preliminary grading exhibit are shown correctly and include all the easements that encumber the subject property. A current preliminary title report for the site will be required to be submitted during technical plan review. The Applicant shall secure approval from all, if any, easement holders for all grading and improvements, which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no effect. Should such approvals or alternate actions regarding the easements not be provided and approved by the City, the Applicant may be required to amend or revise the proposed site configuration as may be necessary.
18. It is understood that the conceptual exhibits correctly show acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Qs, and that the omission or unacceptability may require that the Applicant amend or revise the site plan as may be.
19. All private streets and common areas will be permitted as shown on the tentative exhibit, subject to these Conditions of Approval and the Applicant providing adequate provisions, by means of a homeowners' association (HOA) or another equivalent responsible

- mechanism as approved by the City Engineer and City Attorney, for the continued and perpetual maintenance of these streets, common areas, and on-site post-construction Best Management Practices (BMPs) to the satisfaction of the City Engineer and City Attorney.
20. The Applicant shall pay all, appropriate signalization fee prior to the issuance of the first building permit for the development in accordance with the City's Resolution No. 79-17 and 79-55.
 21. The Applicant may choose to develop the tentative map in phases with the approval of the City Engineer. Financial security shall be provided for all public improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utility, street, or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. This approval must be obtained prior to the Applicant submitting a Phasing Plan to the California Bureau of Real Estate.
 22. If the developer chooses to construct the project in phases, a Construction Phasing Plan for the construction of on-site public or private improvements shall be submitted for review and approved by the City Engineer.
 23. Prior to map approval, the Applicant shall pay all, appropriate drainage fee in accordance with the City's Municipal Code Section 26.49 and Palm Desert Ordinance No. 653.
 24. Prior to map approval, the Applicant shall pay all appropriate park fees in accordance with the City's Municipal Code Section 26.48.060.
 25. The Applicant shall comply with Palm Desert Ordinance No. 843, Section 24.20 Stormwater Management and Discharge Ordinance.
 26. All utility extensions within the site shall be placed underground unless otherwise specified or allowed by the respective utility purveyor.
 27. Prior to approval of any implementing development project, planning area, parcel/tract map within the Specific Plan area, a development specific traffic letter shall be submitted to the City. The letter shall address consistency with the approved Specific Plan Traffic Impact Analysis assumptions. If it is determined that the proposed development is inconsistent with the approved report, the Applicant shall file an amendment to the approved traffic report describing the impacts of any proposed changes.
 28. Prior to a grading permit, the Applicant shall prepare a final grading plan for the site. No grading or other improvements shall be permitted until a final grading plan has been approved by the City Engineer. Grading plans and all grading shall conform to the approved Conceptual Grading Plan, the California Building Code, PDMC Title 27 Grading, and all other relevant laws, rules, and regulations governing grading in the City of Palm Desert.

29. The grading plan shall provide for acceptance and proper disposal of all off-site drainage flowing onto or through the site. Should the quantities exceed the street capacity, the Applicant shall provide adequate drainage facilities and/or appropriate easements as approved by the City Engineer.
30. Pad elevations, as shown on the conceptual exhibit, are subject to review and modification per Chapter 27 of the PDMC.
31. Prior to approval of the grading plan, the Applicant shall prepare a detailed final flood hazard/hydrology and hydraulics report for approval of the City Engineer. The report shall encompass the entire area of the subdivision and comply with all relevant laws, rules, and regulations governing the City of Palm Desert. Development specific recommendations for sizing of drainage facilities, systems, and conveyance systems shall be included for the proposed development of Planning Areas (PA) 3, 4, and 5.
32. All drainage and storm drain improvements shall be designed per PDMC Title 24, Riverside County Flood Control and Water Conservation District's standards for the Drainage Element of the Palm Desert General Plan, and all other relevant laws, rules, and regulations governing grading in the City of Palm Desert.
33. Prior to approval of the grading plans, the Applicant shall provide the City Engineer with evidence that a Notice of Intent (NOI) has been filed with the State Water Resources Control Board. Such Evidence shall consist of a copy of the NOI stamped by the State Water Resources Control Board or the Regional Water Quality Control Board, or a letter from either agency stating that the NOI has been filed.
34. Prior to the issuance of a grading permit, the Applicant shall submit a PM10 application for review and approval. The Applicant shall comply with all provisions of PDMC Section 24.12 regarding Fugitive Dust Control.
35. Prior to issuance of grading permit, the Applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) for review and approval of the Land Development department.
36. Where grading involves import or export, the Applicant shall obtain permits from the Public Works Department, including import/export quantities and hauling route.
37. Prior to grading permit, it shall be the sole responsibility of the Applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading shown on the grading plan exhibit. Proof shall be provided to the Land Development Division prior to issuance of grading permit.
38. It is assumed that the grading and the provisions for water quality management shown on the conceptual grading exhibit can comply with all requirements for a Final Water Quality Management Plan (F-WQMP), without substantial change from that shown. Prior to approval of the grading plan for each Precise Plan Landowner shall prepare, or cause to be prepared, a Final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) Whitewater River Watershed area for approval of the City Engineer.

39. All post-construction BMPs shall be designed based on the City of Palm Desert's maximum infiltration criteria of one (1) inch/hour, unless validated for a greater amount by a percolation test and approved by the City Engineer.
40. Prior to the issuance of a grading permit, the Applicant shall submit a signed and notarized WQMP Operations and Maintenance Agreement to the City. The agreement shall provide for the maintenance and operation of open space areas, common spaces such as parking lot and recreational facilities, trash disposal for common areas, and water quality BMP facilities, by either the property owners' association or the owners of each individual lot or unit as tenants in common.
41. Prior to issuance of grading permit and in compliance with the City of PDMC Chapter 27.24, the Applicant shall enter into an agreement and post financial security guarantee for all grading work related to this Project.
42. Prior to issuance of grading permit for each Precise Plan, the Applicant shall submit for review and approval of the City Engineer a final Geotechnical Report that includes project specific recommendations.
43. Prior to the start of grading activities, the Applicant shall install all erosion and dust control mechanisms for the site as approved by the City.
44. Upon completion of grading of each Precise Plan, the Project's Geotechnical Engineer shall certify to the completion of grading in conformance with the approved grading plans and the recommendations of the geotechnical report approved for this Project. A licensed land surveyor shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.
45. Prior to map recordation, the Applicant shall submit improvement plans for all public streets and improvements. The following streets have been identified as future public streets during the review process: Street "A," Street "B," Street "C," Street "D," Street "E," Street "F," Street "G," Street "H," Street "I," Street "J," Street "K," Street "L," and Street "M." All streets identified as alleys on the tentative exhibit shall be private.
46. Final map shall show corner cutback dedication at all corner lots and public street intersections. Dedication at corner lots shall be adequate to accommodate all public infrastructure within the public street, including ADA compliant curb ramps.
47. Prior to the map recordation, the Applicant shall provide full-scale signing and striping improvement plans for all public streets as a separate set of plans from street improvement plans for review and approval by the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, roundabout(s), travel lanes, pavement markings, turning arrows, etc.
48. Prior to final map approval, the Applicant shall pay a fair share contribution equivalent to 42.9% of the design and construction cost for the signalization of Gerald Ford Drive and Rembrandt Way/Vitalia Way/Street "A" intersection.

49. The final map may not be approved until the required improvements, as identified on these Conditions of Approval, have been satisfactorily constructed and approved by the City Engineer; or until an adequate security has been posted with the City, in accordance with PDMC Title 26. If construction is not completed prior to map recordation, the Applicant shall enter into a subdivision improvement agreement and post financial securities with the City for the required public improvements prior to map approval. The form and amount of the financial security shall be reviewed and approved by the City and be in compliance with PDMC Sections 26.28.030 and 26.28.040.
50. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of improvements on Gerald Ford Drive in compliance with the Specific Plan. Improvements generally include, but not limited to: Street improvements, including meandering sidewalk, curb and gutter, and landscape and irrigation improvements along the Specific Plan boundary and transitioning to existing improvements to the east and west of the site.
- A. A Class II bicycle lane in accordance with Coachella Valley Association of Governments Active Transportation Planning (CVAG ATP) Design Guidelines Section 5.3.
 - B. Geometries and improvements identified in Condition No. 51 of these Conditions of Approval.
 - C. The Applicant shall show, as reference only, all existing and proposed utility connections. Utility plans shall be processed and approved by CVWD.
51. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of Gerald Ford Drive/Vitalia Way intersection improvements in compliance with the Specific Plan. Improvements generally include, but are not limited to:
- A. ADA compliant curb ramps.
 - B. Install geometries to provide:
 - 1. Northbound: one LT/TH lane, one (125 ft) RT lane
 - 2. Southbound: one shared LT/TH/RT lane
 - 3. Eastbound: one LT lane, two TH lanes, one (150 ft) RT lane
 - 4. Westbound: one (150 ft) LT lane, three TH lanes, one RT lane
 - C. Applicant to pay for full cost of intersection and roadway improvements, excluding traffic signal.
 - D. In addition, Applicant shall contribute a 42.9% of the total design and construction cost for intersection signalization and improvements. The amount shall be per the City's approved cost estimate and a form approved by the City Engineer.
 - E. Design for traffic signal shall consider interconnect to adjacent signals on Gerald Ford Drive at Portola Avenue and at Gateway Drive shall be included as part of the design and construction cost estimates.

52. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of improvements on Vitalia Way south of Gerald Ford Drive transitioning to proposed Street "A" in compliance with the Specific Plan. Improvements generally include but are not limited to:
- A. ADA compliant curb ramps at driveway crossings and PA 1 of Specific Plan access points.
 - B. Widening of Street "A" to a 44-foot roadway, providing landscape and sidewalk along both sides of the street.
 - C. Install/modify street section to provide for 44-foot roadway with the following geometries:
 - 1. Northbound: one lane
 - 2. Southbound: one lane
 - D. In addition, the design shall include shared bicycle and golf cart lanes between Gerald Ford Drive and the Project's southerly boundary.
53. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of Street "A"/Julie Drive intersection improvements in compliance with the Specific Plan Traffic Report recommendations.
- A. Applicant will be responsible for providing adequate right-of-way on the final map to accommodate all public infrastructure within the public right-of-way. Applicant will be the sole responsible party for any right-of-way acquisition, if any, that may be required in order to satisfy this Condition of Approval.
 - B. Install intersection improvements:
 - 1. Roundabout per Federal Highway Administration (FHWA) guidelines, including enhanced central island and accessible pedestrian crossing.
 - 2. Modify existing westerly terminus of Julie Drive to join with required roundabout improvements.
 - 3. Sidewalk facilities shall be provided surrounding the roundabout.
 - 4. Landscape improvements within public right-of-way will not be required along the south side of the circulatory roadway.
54. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of Julie Drive/Portola Road intersection improvements in compliance with the Specific Plan traffic report recommendations.
- A. Install geometries to provide:
 - 1. Northbound: one LT, three TH lanes, one RT lane
 - 2. Southbound: one LT, two TH lanes, one shared TH/RT lane
 - 3. Eastbound: one LT lane, one shared TH/RT
 - 4. Westbound: one LT lane, one TH lane, one RT lane

55. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of improvements on interior public streets. Improvements generally include, but not limited to: Street improvements shall be provided on both sides of the streets unless otherwise specified on these Conditions of Approval. Improvements shall include curb and gutter, and landscape and irrigation improvements, and landscape buffered sidewalks along roadways.
 - A. All signing and striping within public streets shall follow MUTCD standards.
 - B. Street "C" west of Lot "Q" between Street "J" and Street "I" shall be a one-way street with northbound direction. Parallel parking will be allowed along the westerly side of the road.
 - C. Street "C" east of Lot "Q" between Street "J" and Street "I" shall be a one-way street with southbound direction. Parallel parking will be allowed along the easterly side of the road.
56. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of proposed Street "B" and proposed Street "C" intersection improvements in compliance with the Specific Plan Traffic Report recommendations.
 - A. Applicant shall provide roundabout per Federal Highway Administration (FHWA) guidelines, including enhanced central island and accessible pedestrian crossing.
 - B. Applicant is responsible for design and construction of all improvements at this intersection.
57. Prior to issuance of encroachment permit for public improvements and/or map recordation, whichever comes first, the Applicant shall enter into an agreement and post financial security guarantee for the construction of all off-site/public improvements in accordance with Chapter 27.24 of the PDMC. The form and amount of the financial security shall be reviewed and approved by the City Engineer. The Applicant shall guarantee all improvements for a period of one (1) year from the date of final acceptance and the improvement guarantee shall be backed by a bond or cash deposit in the amount of ten percent of the surety posted for the improvements.
58. Prior to the map recordation, the Applicant shall submit grading and improvement plans for all private improvements and common areas for review and approval of the City Engineer.
 - A. Signing and striping shall be part of the plans and shall include stop signs and stop bars for vehicles exiting the amenities area parking lot.
 - B. All private improvements shall be kept within private property. Non-standard encroachments into proposed public right-of-way will not be permitted, unless clearly identified on these Conditions of Approval.
59. Prior to map recordation, the Applicant shall enter into an agreement with the City for the reimbursement of 42.9% of the design and construction costs associated with the design

and signalization of Gerald Ford Drive and Rembrandt Way/Vitalia Way intersection. The form shall be approved by the City Attorney and the City Engineer.

60. Prior to approval of the improvement plans, the Applicant shall provide a full-scale signing and striping improvement plan for Gerald Ford Drive, Street "A," and Julie Drive as a separate set of plans from street improvement plans for review and approval of the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, median break(s), travel lanes, pavement markings, turning arrows, etc.
61. Prior to a building permit for the first developed phase, proposed Street "A" and Street "B" shall be in constructed and accessible. Recommendations of the traffic report may be phased as approved by the City Engineer, but in no case shall defer installation or payment of fair share for traffic signal at Gerald Ford beyond the first developed phase.
62. Prior to a building final inspection, the Applicant is responsible for the completion of construction of all grading and improvements for which plans are required.
63. Prior to final building permit inspection or certificate of occupancy, the Applicant is responsible for the completion of all public improvements within the corresponding development phase.
64. Prior to City acceptance of all public streets, the Applicant shall have completed all building and construction activities related to each construction phase. Street capping shall be performed after the last Certificate of Occupancy is released.
65. Prior to bond release, punch list work for improvements and capping of streets for each construction phase shall be completed and approved for acceptance by the City Engineer.

FIRE DEPARTMENT:

66. Fire Hydrants and Fire Flow: The water system shall be capable of delivering the required fire flow. Prior to precise plan (plot plan) approval, information shall be provided to the Office of the Fire Marshal regarding the building's occupancy type, construction type, building area, and whether the buildings will be protected with fire sprinklers.
67. Fire Department Access: Access roads shall extend to within 150 feet of all portions of the exterior building walls and shall have an unobstructed width of not less than 24 feet. Fire access driveways with a dead-end exceeding 150 feet in length shall be provided with an approved space to turnaround the fire apparatus. The access roads shall be capable of sustaining 60,000 lbs. over two axels and 75,000 lbs over three axles in all-weather conditions. Approved vehicle access, either permanent or temporary, shall be provided during construction. CFC 503.1.1, 3310.1 and 503.2.1

68. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1
69. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction.
70. Fire Sprinkler System: All new commercial structures 3,600 square feet or larger shall be protected with a fire sprinkler system. Ref CFC 903.2 as amended by the City of Palm Desert.
71. Residential Fire Sprinklers: Residential fire sprinklers are required in all one and two-family dwellings per the California Residential Code (CRC). Plans must be submitted to the Office of the Fire Marshal for review and approval prior to installation. Ref. CRC 313.2.
72. Knox Box and Gate Access: Buildings shall be provided with a Knox Box installed in an accessible location approved by the Office of the Fire Marshal. Manual gates shall be equipped with approved Knox equipment. Electric gates shall be provided with Knox key switches. Electric gate operators shall also be connected to a remote signal receiver compatible for use with the preemption devices on the Riverside County fire apparatus. The gate shall automatically open upon receiving a remote signal from the fire apparatus. Ref. CFC 506.1.
73. Addressing: All residential dwellings and commercial buildings shall display street numbers in a prominent location on the street side of the premises and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01.
74. The proposed project may have a cumulative adverse impact on the Fire Department's ability to provide an acceptable level of service. These impacts include an increased number of emergency and public service calls due to the increase presence of structures, traffic and population. The project proponents/developers will be expected to provide for a proportional mitigation to these impacts via capital improvements and/or impact fees.

END OF CONDITIONS OF APPROVAL









RES 2022-94 Refuge - TTM - Final

Final Audit Report

2022-11-28

Created:	2022-11-24
By:	Niamh M. Ortega (nortega@cityofpalmdesert.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6_QCwGAHnjXb42S7UGfwcJ4cPQQXhlg2

"RES 2022-94 Refuge - TTM - Final" History

-  Document created by Niamh M. Ortega (nortega@cityofpalmdesert.org)
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-  Document emailed to Jan Harnik (jharnik@cityofpalmdesert.org) for signature
2022-11-24 - 0:08:47 AM GMT
-  Email viewed by Jan Harnik (jharnik@cityofpalmdesert.org)
2022-11-28 - 5:27:06 PM GMT- IP address: 154.36.111.42
-  Document e-signed by Jan Harnik (jharnik@cityofpalmdesert.org)
Signature Date: 2022-11-28 - 5:27:31 PM GMT - Time Source: server- IP address: 64.60.5.80
-  Document emailed to Anthony Mejia (amejia@cityofpalmdesert.org) for signature
2022-11-28 - 5:27:32 PM GMT
-  Email viewed by Anthony Mejia (amejia@cityofpalmdesert.org)
2022-11-28 - 5:28:41 PM GMT- IP address: 154.36.111.179
-  Document e-signed by Anthony Mejia (amejia@cityofpalmdesert.org)
Signature Date: 2022-11-28 - 5:28:54 PM GMT - Time Source: server- IP address: 64.60.5.80
-  Agreement completed.
2022-11-28 - 5:28:54 PM GMT

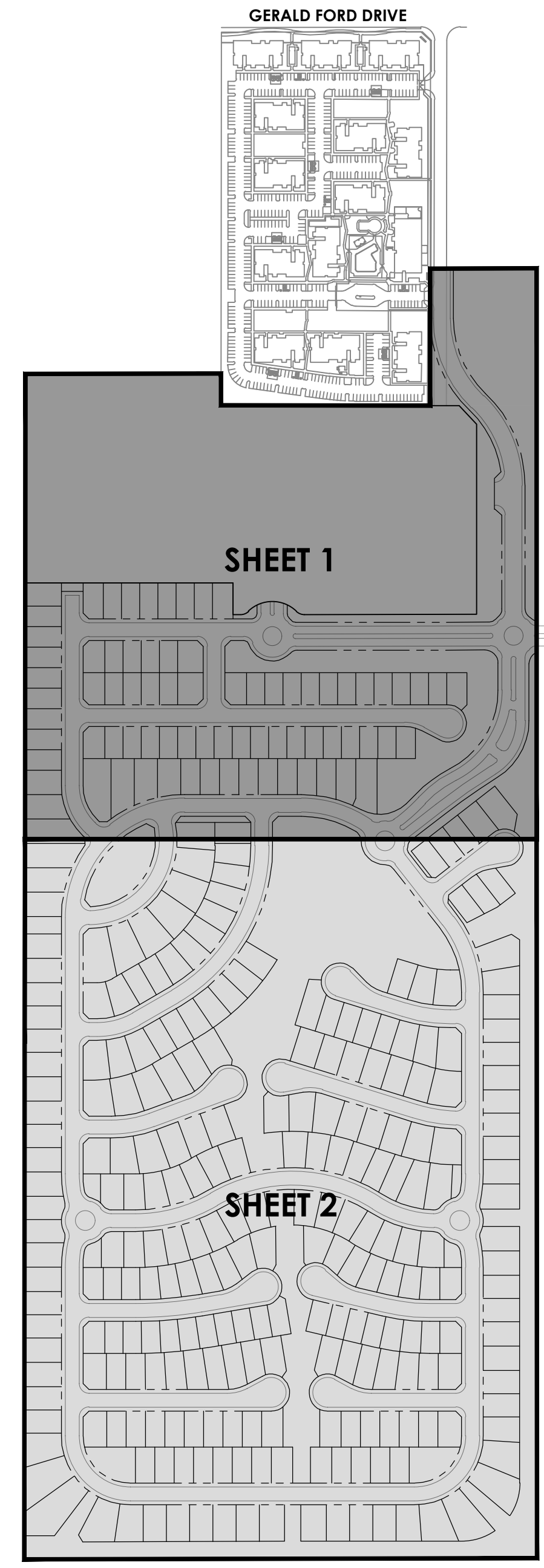
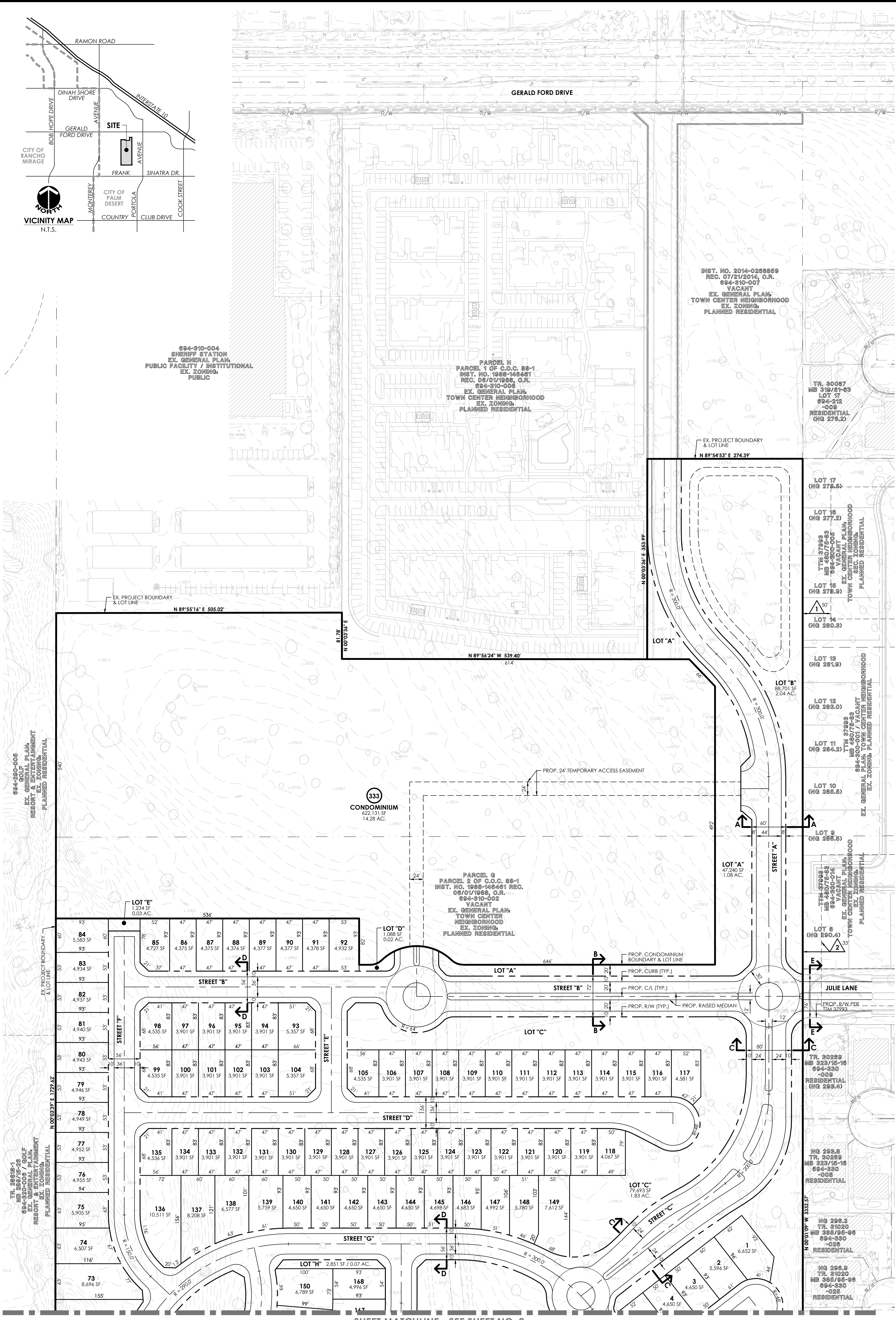
IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TENTATIVE TRACT MAP NO. 38434

EXHIBIT DATE: AUGUST 25, 2023

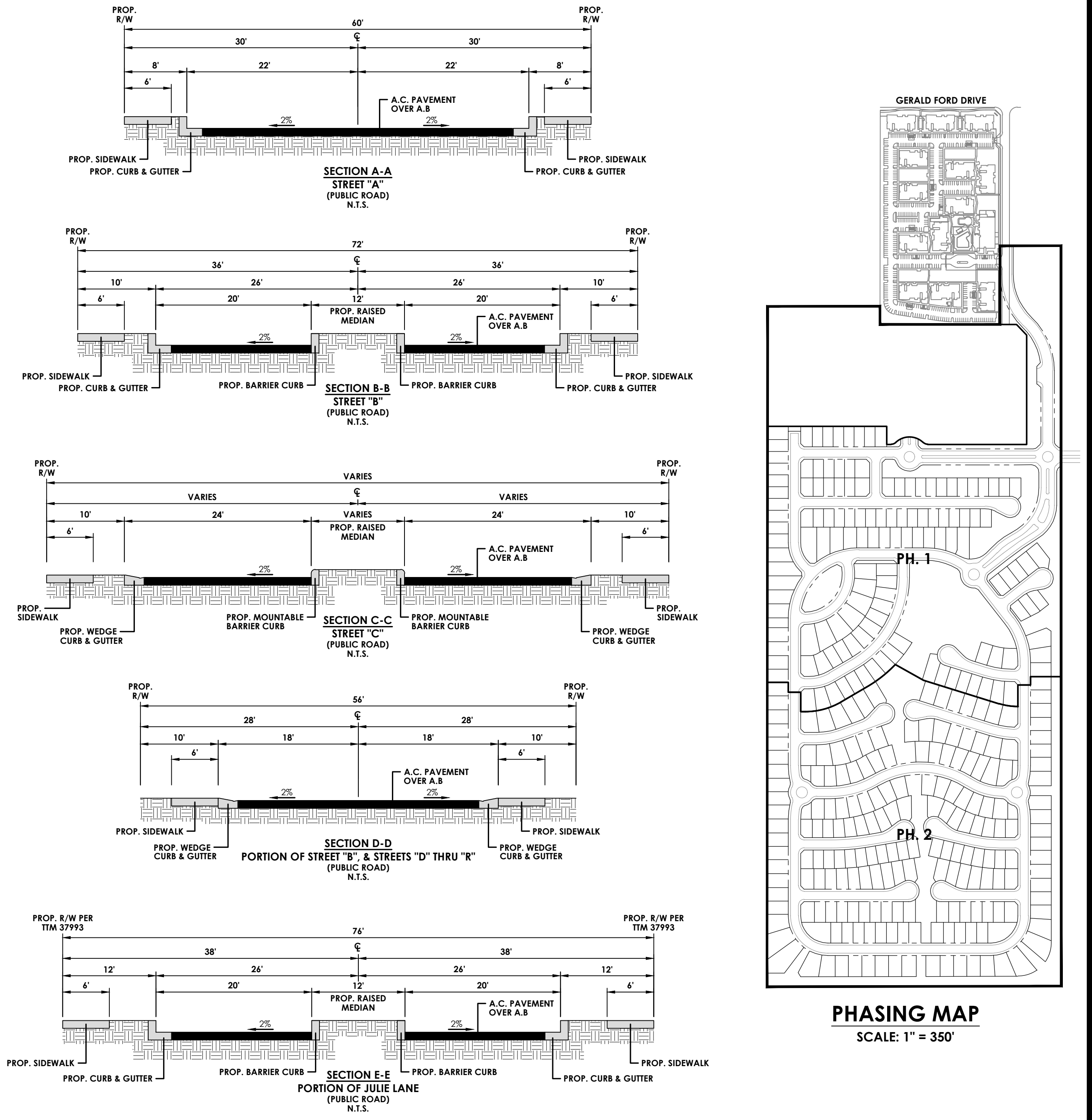
REVISIONS		
NO.	DATE	DESCRIPTION

DATA TABLE

APPLICANT / LAND OWNER:	REFUGE PALM DESERT, LLC
ADDRESS:	1775 SKY PARK EAST, SUITE 101 IRVINE, CALIFORNIA 92614
CONTACT:	MARC KLEIMAN
EXHIBIT PREPARER:	MSA CONSULTING, INC.
ADDRESS:	34200 BOB HOPE DRIVE RANCHO MIRAGE, CALIFORNIA 92720
CONTACT:	PAUL DEPALATIS, AICP
TELEPHONE:	(760) 320-9811
SOURCE OF TOPOGRAPHY:	INLAND AERIAL SURVEYS, INC.
ADDRESS:	7117 ARINGTON AVENUE, SUITE "A" RIVERSIDE, CALIFORNIA 92503
DATE OF TOPOGRAPHY:	OCTOBER 26, 2016
TELEPHONE:	(951) 687-4252
ASSESSOR'S PARCEL NUMBER:	694-310-002, 694-310-003 & 694-310-006
LEGAL DESCRIPTION:	A PORTION OF THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN.
LAND USE DESCRIPTION:	ACREAGE:
EXISTING GROSS & NET ACREAGE	93.56 AC.
PROPOSED RESIDENTIAL LOTS (LOTS 1 THRU 332)	40.93 AC.
PROPOSED CONDOMINIUM LOT (LOT 333)	14.28 AC.
PROPOSED OPEN SPACE LOTS (LOTS "A" THRU "N")	11.91 AC.
PROPOSED CLUBHOUSE LOT (LOT "O")	4.74 AC.
PROPOSED STREETS (STREETS "A" THRU "R")	21.70 AC.
EXISTING ZONING:	PLANNED RESIDENTIAL
PROPOSED ZONING:	PLANNED RESIDENTIAL
EXISTING GENERAL PLAN LAND USE:	TOWN CENTER NEIGHBORHOOD
PROPOSED GENERAL PLAN LAND USE:	TOWN CENTER NEIGHBORHOOD
PUBLIC UTILITY PURVEYORS:	
ELECTRIC:	SOUTHERN CALIFORNIA EDISON (760) 324-4991
GAS:	SOUTHERN CALIFORNIA GAS COMPANY (800) 427-2200
TELEPHONE:	FRONTIER COMMUNICATIONS (800) 921-8101
WATER:	COACHELLA VALLEY WATER DISTRICT (760) 398-2651
CABLE:	SPECTRUM (877) 719-3278
SEWER:	COACHELLA VALLEY WATER DISTRICT (760) 398-2651
USA:	UNDERGROUND SERVICE ALERT (800) 227-2600
EXISTING EASEMENT NOTES:	
1.	AN EASEMENT UP TO 50' RESERVATION IN FAVOR OF THE UNITED STATES OF AMERICA, FOR ROADWAY AND PUBLIC UTILITY PURPOSES, PER DOCUMENT NO. B6352, REC. 10/15/1960, O.R. (PLOTTED HEREON)
2.	AN EASEMENT UP TO 33' RESERVATION IN FAVOR OF THE UNITED STATES OF AMERICA, FOR ROADWAY AND PUBLIC UTILITY PURPOSES, PER BK. 4811, PG. 137, REC. 05/06/1959, O.R. (PLOTTED HEREON)
FEMA FLOOD ZONE DESIGNATION:	
ZONE "X":	AREA OF MINIMAL FLOOD HAZARD
AS SHOWN ON RIVERSIDE COUNTY, CALIFORNIA, FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL MAP NUMBER 06045C-1595B, EFFECTIVE DATE: AUGUST 28, 2008.	
LIQUEFACTION:	MODERATE LIQUEFACTION ZONE
NOTES:	
1.	THIS MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER.
2.	THERE ARE NO EXISTING DWELLINGS, BUILDINGS, OR OTHER STRUCTURES KNOWN ON THIS PROPERTY.
3.	ALL STREETS TO BE DEDICATED TO THE CITY FOR PUBLIC ACCESS AND UTILITY INSTALLATION AND ALL LETTERED LOTS (A THROUGH O) TO BE RETAINED BY OWNERSHIP FOR STORM DRAIN AND LANDSCAPE PURPOSES WITH HOA MAINTENANCE RESPONSIBILITY.

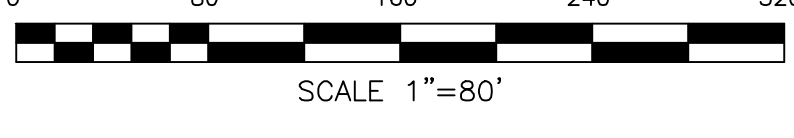


INDEX MAP
SCALE: 1" = 300'



PHASING MAP
SCALE: 1" = 350'

<p>ABBREVIATIONS</p> <p>(E) EAST (N) NORTH (S) SOUTH (W) WEST AC. ACRES A.C. ASPHALT CONCRETE APN ASSESSOR'S PARCEL NUMBER BNRY BOUNDARY C/A CENTERLINE C&G CURB AND GUTTER E/P EDGE OF PAVEMENT EMT. EASEMENT EX. EXISTING MAX. MAXIMUM M.B. MAP BOOK MIN. MINIMUM</p>	<p>LEGEND</p> <p>NO. NUMBER N.T.S. NOT TO SCALE OHP OVERHEAD OSPP OPEN SPACE / PARKS PAGE PAGE P/L PROPERTY LINE PROP. PROPOSED P.U.E. PUBLIC UTILITY EASEMENT R. RADIUS R/L LOW DENSITY (RESIDENTIAL) R/W RIGHT OF WAY SF SQUARE FEET STD. STANDARD TYP. TYPICAL UG UNDERGROUND</p>	<p>679.3 EXISTING SPOT ELEVATIONS</p> <p>--- EXISTING CONTOURS</p> <p>--- EXISTING EASEMENT DELTA</p> <p>--- EXISTING CABLE</p> <p>--- EXISTING IRRIGATION DRAIN LINE</p> <p>--- EXISTING EASEMENT</p> <p>--- EXISTING ELECTRIC</p> <p>--- EXISTING GAS</p> <p>--- EXISTING IRRIGATION</p> <p>--- EXISTING LOT LINE</p> <p>--- EXISTING EDGE OF PAVEMENT</p> <p>--- EXISTING TELEPHONE</p>	<p>--- EXISTING OVERHEAD TELEPHONE</p> <p>--- EXISTING RIGHT OF WAY</p> <p>--- EXISTING SEWER</p> <p>--- EXISTING SEWER FORCE MAIN</p> <p>--- EXISTING WATER</p> <p>--- EXISTING CITY / COUNTY LIMITS</p> <p>--- TENTATIVE TRACT MAP BOUNDARY</p> <p>--- PROPOSED AND EXISTING CENTER LINE</p> <p>--- PROPOSED CURB</p> <p>--- PROPOSED EASEMENT</p> <p>--- PROPOSED LOT LINE</p> <p>--- PROPOSED RIGHT OF WAY</p>
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IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-1

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079, OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

RECORDER'S STATEMENT

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

NO. _____
FEE _____
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY

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 HEREBY CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, LOT "A" (EXPLORER DRIVE), LOT "B" (JULIE LANE), LOT "C" (HUMMINGBIRD HILLS LANE), LOT "D" (EUCALYPTUS DRIVE), LOT "E" (PALM PARADISE DRIVE), LOT "F" (GOLDEN SUN DRIVE), (MOJAVE DESERT DRIVE), (DESERT OASIS DRIVE), LOT "G" (SUNSET MIRAGE LANE), LOT "H" (WILLOW CREEK DRIVE), LOT "I" (DREAMSCAPE COURT), LOT "J" (SUNSHINE COURT), SHOWN AS "PUBLIC STREET"(S) ALL WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR PUBLIC UTILITY PURPOSES OVER LOTS "K" THROUGH "R" INCLUSIVE, AND "T" THROUGH "V" INCLUSIVE, SHOWN AS "OPEN SPACE" WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE 34.00 FOOT WIDE DOMESTIC WATER AND SANITATION EASEMENT LYING WITHIN LOT "O", SHOWN HEREON AS (A), AND THE 5.00 FOOT WIDE DOMESTIC WATER EASEMENT LYING WITHIN LOT "S", SHOWN HEREON AS (E), FOR DOMESTIC WATER AND SANITATION PURPOSES IN FAVOR OF COACHELLA VALLEY WATER DISTRICT. THE EASEMENTS SO DEDICATED INCLUDE THE RIGHT TO ENTER UPON SAID LANDS, TO SURVEY, CONSTRUCT, RECONSTRUCT, LAY, RELAY, MAINTAIN, OPERATE, CONTROL, USE AND REMOVE PIPELINES, FIXTURES AND APPURTENANCES, AND TO REMOVE OBJECTS INTERFERING WITH THE CONSTRUCTION, OPERATION AND MAINTENANCE THEREOF. COACHELLA VALLEY WATER DISTRICT WILL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS WITHIN SAID EASEMENT(S) IN THE EVENT THAT OPERATION AND MAINTENANCE ACTIVITIES RESULT IN DAMAGE OR REMOVAL OF SAID IMPROVEMENTS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: A 24.00 FOOT EMERGENCY ACCESS EASEMENT OVER LOT "L", SHOWN HEREON AS (B), ALL AS DEDICATED AND SHOWN WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: A 5.00 FOOT PEDESTRIAN ACCESS EASEMENT OVER LOT "K", SHOWN HEREON AS (C), ALL AS DEDICATED AND SHOWN WITHIN THIS MAP.

WE HEREBY RETAIN FOR OPEN SPACE, LANDSCAPE AND STORM DRAIN PURPOSES, LOTS "K" THROUGH "R" AND "T" THROUGH "U", INCLUSIVE FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP. SAID RIGHTS ARE SUBSERVIENT TO AFOREMENTIONED DOMESTIC WATER, AND SANITATION EASEMENT DEDICATIONS TO COACHELLA VALLEY WATER DISTRICT.

WE HEREBY RETAIN LOT "S" INDICATED AS "CLUBHOUSE", FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, AND ASSIGNEES.

PULTE HOME COMPANY, LLC
A MICHIGAN LIMITED LIABILITY COMPANY

BY: [Signature]
NAME: DARREN WARREN
TITLE: DIVISION VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT

BY: [Signature]
NAME: ROBERT PARADISE
TITLE: DIVISION VICE PRESIDENT OF LAND PLANNING AND DEVELOPMENT

SIGNATURE OMISSIONS
SEE SHEET 2

NOTARY'S ACKNOWLEDGMENT & C.V.W.D. ACCEPTANCE
SEE SHEET 2

 **MSA CONSULTING, INC.**

AUGUST - 2023

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PULTE HOME COMPANY, LLC, IN JULY, 2023.

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

DATED: July 8, 2024

[Signature]
LUKE R. BEVERLY P.L.S. 8223



CITY ENGINEER'S STATEMENT

I, TIMOTHY R. JONASSON, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY OF PALM DESERT ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

TIMOTHY R. JONASSON R.C.E. 45843
ACTING CITY ENGINEER



CITY SURVEYOR'S STATEMENT

I, MICHAEL D. MYERS, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____

MICHAEL D. MYERS R.C.E. 30702
ACTING CITY SURVEYOR



CITY CLERK'S STATEMENT

I, ANTHONY MEJIA, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, HEREBY STATE THAT SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE DAY OF _____, 20____, APPROVED THE WITHIN MAP OF TRACT MAP NO. 38434-1, AND ACCEPTS ON BEHALF OF THE PUBLIC.

LOT "A" (EXPLORER DRIVE), LOT "B" (JULIE LANE), LOT "C" (HUMMINGBIRD HILLS LANE), LOT "D" (EUCALYPTUS DRIVE), LOT "E" (PALM PARADISE DRIVE), LOT "F" (GOLDEN SUN DRIVE), (MOJAVE DESERT DRIVE), (DESERT OASIS DRIVE), LOT "G" (SUNSET MIRAGE LANE), LOT "H" (WILLOW CREEK DRIVE), LOT "I" (DREAMSCAPE COURT), LOT "J" (SUNSHINE COURT), OFFERED FOR STREET AND PUBLIC UTILITY PURPOSES;

THE EASEMENTS OVER LOTS "K" THROUGH "R", INCLUSIVE, AND "T" THROUGH "V" OFFERED FOR PUBLIC UTILITY PURPOSES.

A 24 FOOT EMERGENCY ACCESS EASEMENT OVER LOT "L", SHOWN HEREON AS (B), AND A 5 FOOT PEDESTRIAN EASEMENT OVER LOT "K", SHOWN HEREON AS (C), ALL AS DEDICATED AND SHOWN WITHIN THIS MAP.

DATED: _____

BY: ANTHONY MEJIA, CITY CLERK OF THE CITY OF PALM DESERT

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 \$ 15,700.00.

DATED: July 09, 2024

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: [Signature], DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 15,700.00 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: July 09, 2024

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: [Signature], DEPUTY

SOILS REPORT

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PROJECT NO. 13629.001, WAS PREPARED BY LEIGHTON AND ASSOCIATES, INC. DATED AUGUST 10, 2022, AND IS ON FILE WITH THE CITY OF PALM DESERT, ENGINEERING DEPARTMENT.

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

TRACT MAP NO. 38434-1

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079, OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

 MSA CONSULTING, INC.

AUGUST - 2023

NOTARY'S ACKNOWLEDGMENT

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

STATE OF California)
)
) SS
COUNTY OF Orange)

ON July 9, 2024, BEFORE ME Taylor Colleen Block A NOTARY PUBLIC,

PERSONALLY APPEARED Darren Warren and Robert Paradise, 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.

MY PRINCIPAL PLACE OF BUSINESS IS Orange COUNTY.

Taylor Colleen Block
SIGNATURE OF NOTARY PUBLIC

2417975
NOTARY COMMISSION NO.

Taylor Colleen Block
(PRINT NAME)

9-23-2026
MY COMMISSION EXPIRES

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____)
)
) SS
COUNTY OF _____)

ON _____, BEFORE ME _____ A NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/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.

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

SIGNATURE OF NOTARY PUBLIC

NOTARY COMMISSION NO.

(PRINT NAME)

MY COMMISSION EXPIRES

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____)
)
) SS
COUNTY OF _____)

ON _____, BEFORE ME _____ A NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/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.

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

SIGNATURE OF NOTARY PUBLIC

NOTARY COMMISSION NO.

(PRINT NAME)

MY COMMISSION EXPIRES

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE(S) OF THE FOLLOWING OWNER(S) OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

UNITED STATES OF AMERICA HOLDER OF RESERVATION FOR DITCHES AND CANALS PER INSTRUMENT NO. 9713, RECORDED MARCH 7, 1952 IN BOOK 1348, PAGE 68, O.R.

EASEMENT NOTES

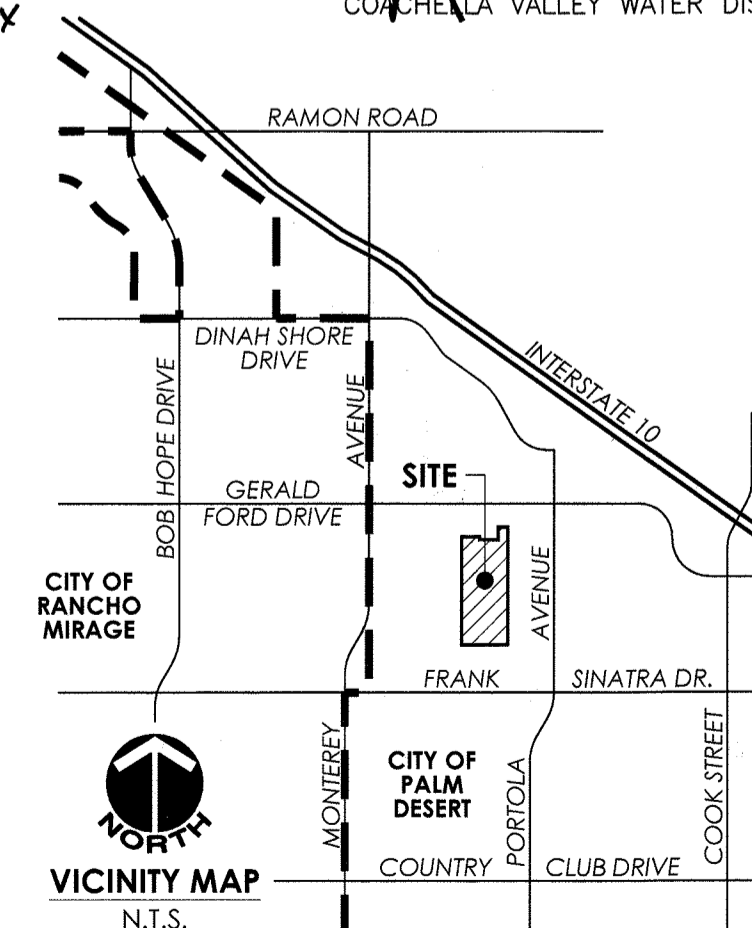
- UNITED STATES OF AMERICA HOLDER OF RESERVATION FOR DITCHES AND CANALS PER INSTRUMENT NO. 9713, RECORDED MARCH 7, 1952 IN BOOK 1348, PAGE 68, O.R. (BLANKET IN NATURE)
- (A) INDICATES DEDICATED 34 FOOT DOMESTIC WATER AND SANITATION EASEMENT IN FAVOR OF COACHELLA VALLEY WATER DISTRICT.
- (B) INDICATES DEDICATED 24 FOOT EMERGENCY ACCESS EASEMENT OVER LOT "L" IN FAVOR OF THE CITY OF PALM DESERT.
- (C) INDICATES DEDICATED 5 FOOT PEDESTRIAN EASEMENT OVER LOT "K" IN FAVOR OF THE CITY OF PALM DESERT.
- (D) INDICATES DEDICATED PUBLIC UTILITY EASEMENTS OVER LOTS "K THROUGH "R" INCLUSIVE AND LOTS "T" THROUGH "V" INCLUSIVE, IN FAVOR OF THE CITY OF PALM DESERT.
- (E) INDICATES DEDICATED 5 FOOT DOMESTIC WATER EASEMENT IN FAVOR OF COACHELLA VALLEY WATER DISTRICT.

CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY THAT UNDER AUTHORITY GRANTED TO ME BY RESOLUTION NO. 2015-23, DATED FEBRUARY 10, 2015, I ACCEPT ON BEHALF OF COACHELLA VALLEY WATER DISTRICT THE DEDICATION OF EASEMENTS ACROSS LOTS "O" AND "S" FOR DOMESTIC WATER AND SANITATION PURPOSES AS OFFERED HEREON.

DATED: JULY 09, 2024
040632-1-028
040632-4-XX

BY: J. M. Barrett
J. M. BARRETT, GENERAL MANAGER
COACHELLA VALLEY WATER DISTRICT



IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 38434-1

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079, OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

MSA CONSULTING, INC.

AUGUST - 2023

SURVEYOR'S NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTHERLY LINE OF THE NORTHEAST QUARTER (1/4) OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M., AS SHOWN ON RECORD OF SURVEY, ON FILE IN BOOK 160, AT PAGE 35, OF RECORDS OF SURVEY. TAKEN AS: N 89°55'15" E

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 1" I.P. TAG "PLS 8223", FLUSH, UNLESS OTHERWISE NOTED.
- △ INDICATES SET 1-1/4" BRASS DISK STAMPED "PLS 8223", FLUSH, IN A.C. PAV'T (RIV. CO. STD. TYPE "B" MON.), UNLESS OTHERWISE NOTED.
- (-) INDICATES RECORD DATA
- R1 INDICATES RECORD DATA PER R.S. 128/93.
- R2 INDICATES RECORD DATA PER M.B. 289/15-26.
- R3 INDICATES RECORD DATA PER P.M.W. 21-0009 INST. NO. 2022-0167200
- R4 INDICATES RECORD DATA PER R.S. 160/35.
- R5 INDICATES RECORD DATA PER M.B. 260/30-33.
- R6 INDICATES RECORD DATA PER P.M.W. 23-0006 INST. NO. 2024-0025079
- Ⓢ INDICATES CENTERLINE
- R/W INDICATES RIGHT-OF-WAY
- (R) INDICATES RADIAL BEARING
- ESP ESTABLISHED BY SINGLE PROPORTION
- SFN SEARCHED FOUND NOTHING

SET NAIL AND TAG IN CURB ON THE PROLONGATION OF ALL SIDE LINES, STAMPED "PLS 8223", IN LIEU OF SETTING MONUMENTS AT THE ACTUAL FRONT LOT CORNERS.

SET 1" I.P. WITH METAL TAG STAMPED "PLS 8223", SET NAIL AND TAG IN CONC. FOOTING STAMPED "PLS 8223" OR NAIL AND TAG IN FENCING MATERIAL, TAGGED "PLS 8223", AS APPROPRIATE, AT REAR LOT CORNERS, B.C.'S, E.C.'S AND ANGLE POINTS, UNLESS OTHERWISE NOTED.

TOTAL GROSS AREA = 38.23 ACRES
RESIDENTIAL/NUMBERED LOTS = 135 LOTS
LETTERED PUBLIC STREET LOTS = 10 LOTS
OPEN SPACE LOTS = 11 LOTS
CLUBHOUSE LOT = 1 LOT

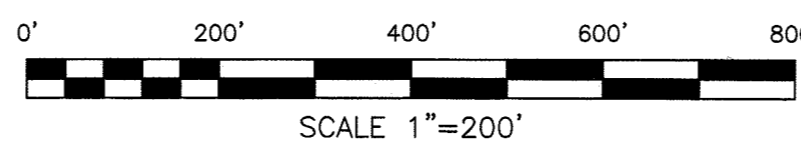
VEHICULAR ACCESS FOR EACH LOT SHALL BE DETERMINED PRIOR TO DEVELOPMENT OF EACH LOT, AS APPROVED BY THE CITY ENGINEER.

SEE SHEET 2 FOR EASEMENT NOTES
SEE SHEETS 4 THROUGH 9 FOR DETAILED LOT DIMENSIONS

Ⓢ INDICATES SHEET NUMBER

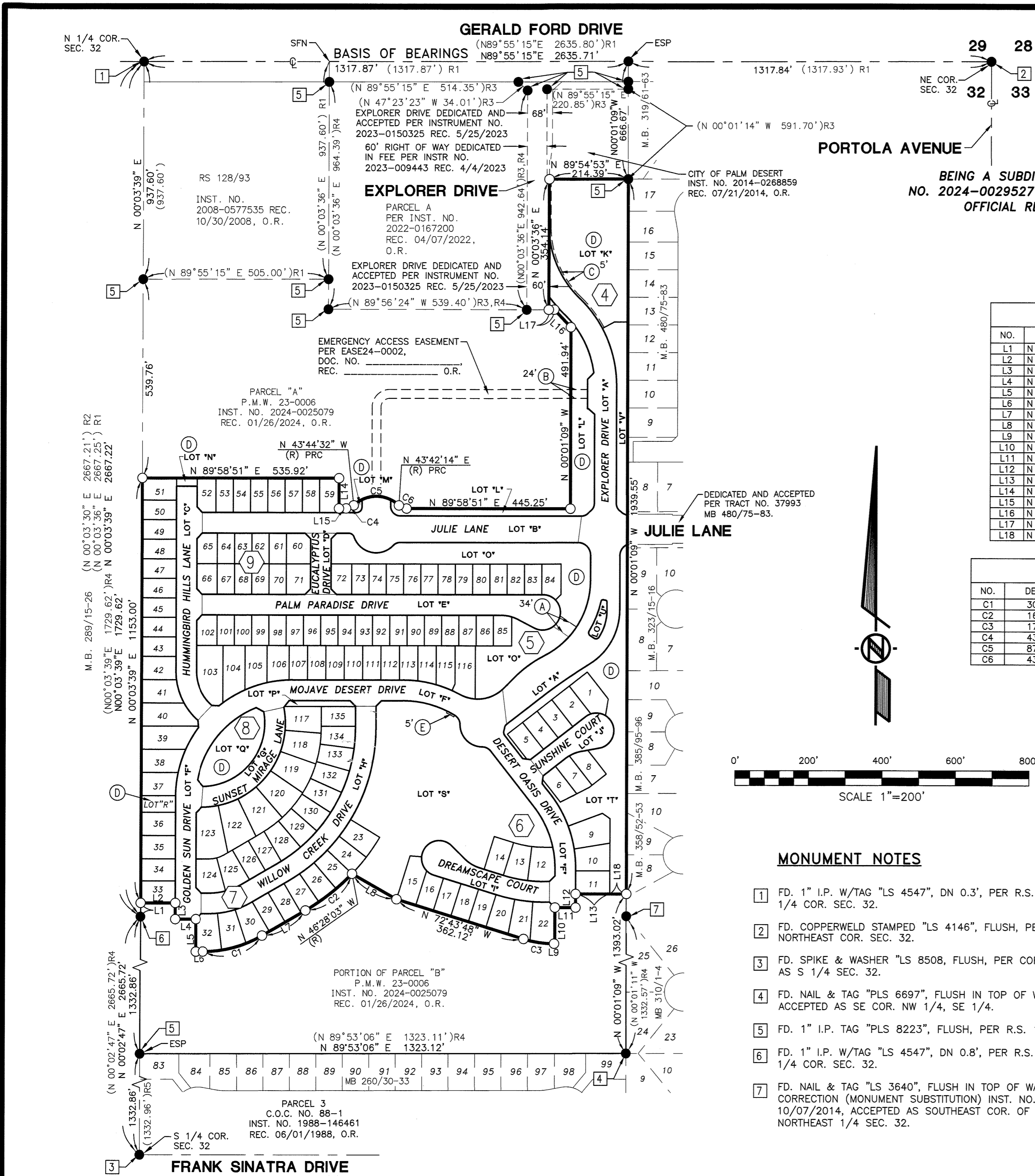
LINE DATA		
NO.	BEARING	LENGTH
L1	N 00°03'39" E	36.86'
L2	N 90°00'00" E	94.22'
L3	N 00°00'00" E	44.06'
L4	N 90°00'00" W	56.00'
L5	N 00°00'00" E	88.00'
L6	N 90°00'00" E	19.60'
L7	N 59°47'30" E	136.16'
L8	N 60°15'52" W	139.49'
L9	N 90°00'00" W	2.02'
L10	N 00°00'00" E	98.00'
L11	N 90°00'00" E	56.00'
L12	N 00°00'00" E	37.00'
L13	N 90°00'00" E	93.09'
L14	N 00°01'09" W	82.00'
L15	N 89°58'51" E	19.25'
L16	N 43°30'23" W	65.77'
L17	N 89°56'24" W	14.61'
L18	N 89°58'51" W	45.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	30°12'30"	321.00'	169.24'
C2	16°15'33"	571.00'	162.04'
C3	17°16'12"	279.00'	84.10'
C4	43°43'23"	30.00'	22.89'
C5	87°26'46"	89.00'	135.83'
C6	43°43'23"	30.00'	22.89'



MONUMENT NOTES

- 1 FD. 1" I.P. W/TAG "LS 4547", DN 0.3', PER R.S. 128/93, ACCEPTED AS NORTH 1/4 COR. SEC. 32.
- 2 FD. COPPERWELD STAMPED "LS 4146", FLUSH, PER R.S. 128/93, ACCEPTED AS NORTHEAST COR. SEC. 32.
- 3 FD. SPIKE & WASHER "LS 8508, FLUSH, PER CORNER RECORD 17-339, ACCEPTED AS S 1/4 SEC. 32.
- 4 FD. NAIL & TAG "PLS 6697", FLUSH IN TOP OF WALL, PER M.B. 310/1-4, ACCEPTED AS SE COR. NW 1/4, SE 1/4.
- 5 FD. 1" I.P. TAG "PLS 8223", FLUSH, PER R.S. 160/35.
- 6 FD. 1" I.P. W/TAG "LS 4547", DN 0.8', PER R.S. 128/93, ACCEPTED AS CENTER 1/4 COR. SEC. 32.
- 7 FD. NAIL & TAG "LS 3640", FLUSH IN TOP OF WALL, PER CERTIFICATE OF CORRECTION (MONUMENT SUBSTITUTION) INST. NO. 2014-0381321, REC. 10/07/2014, ACCEPTED AS SOUTHEAST COR. OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SEC. 32.



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

TRACT MAP NO. 38434-1

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079, OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

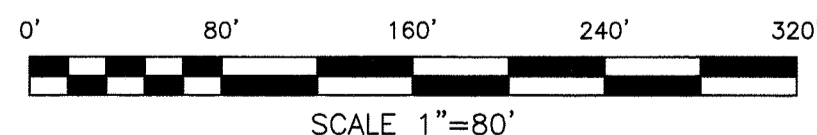
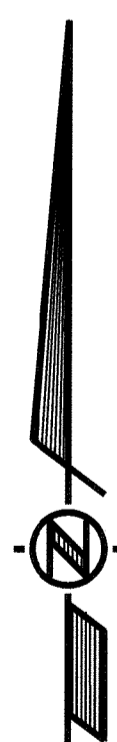
 MSA CONSULTING, INC.

AUGUST - 2023

CITY OF PALM DESERT
INST. NO. 2014-0268859
REC. 07/21/2014, O.R.

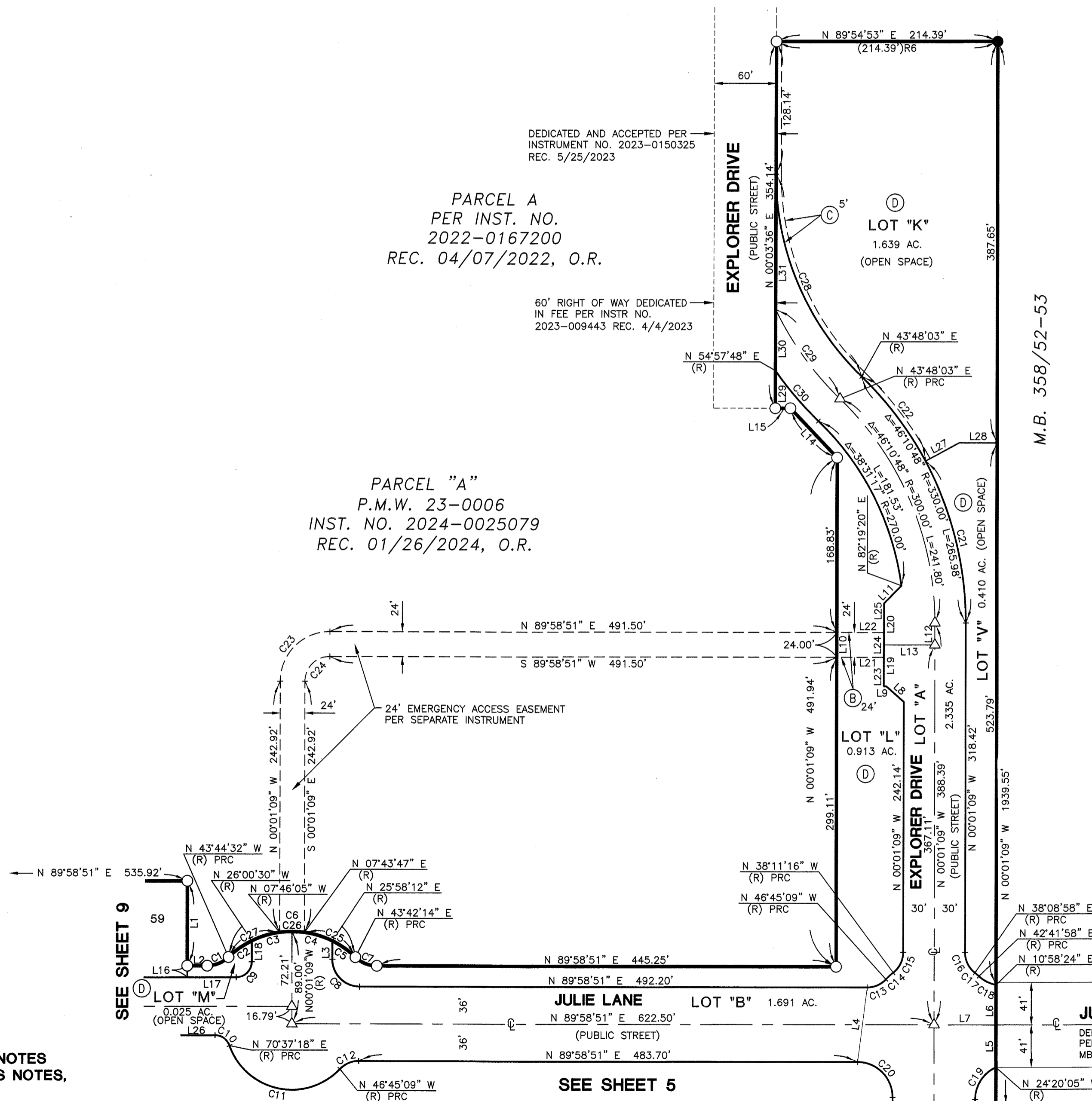
LINE DATA		
NO.	BEARING	LENGTH
L1	N 00°01'09" W	82.00'
L2	N 89°58'51" E	19.25'
L3	N 00°01'09" W	17.50'
L4	N 07°15'24" E	72.58'
L5	N 00°01'09" W	41.02'
L6	N 00°01'09" W	38.62'
L7	N 89°58'51" E	60.00'
L8	N 48°35'44" W	22.67'
L9	N 89°58'51" E	2.26'
L10	N 00°01'09" W	80.00'
L11	N 44°16'48" E	24.12'
L12	N 00°01'09" W	21.28'
L13	N 89°58'51" E	49.26'
L14	N 43°30'23" W	65.77'
L15	N 89°56'24" W	14.61'
L16	N 00°01'09" W	11.18'
L17	N 90°00'00" E	47.50'
L18	N 00°01'09" W	20.19'
L19	N 00°01'09" W	40.00'
L20	N 00°01'09" W	40.00'
L21	N 89°58'51" E	45.74'
L22	N 89°58'51" E	45.74'
L23	N 00°01'09" W	28.00'
L24	N 00°01'09" W	24.00'
L25	N 00°01'09" W	28.00'
L26	N 90°00'00" E	33.05'
L27	N 61°42'16" E	37.34'
L28	N 89°58'51" E	36.49'
L29	N 00°03'36" E	36.26'
L30	N 00°03'36" E	58.97'
L31	N 00°03'36" E	130.77'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	43°43'23"	30.00'	22.89'
C2	17°44'02"	89.00'	27.55'
C3	25°59'21"	89.00'	40.37'
C4	25°59'21"	89.00'	40.37'
C5	17°44'02"	89.00'	27.55'
C6	87°26'46"	89.00'	135.83'
C7	43°43'23"	30.00'	22.89'
C8	90°00'00"	26.50'	41.63'
C9	90°01'09"	15.00'	23.57'
C10	70°37'18"	15.00'	18.49'
C11	117°22'27"	64.00'	131.11'
C12	46°44'00"	25.00'	20.39'
C13	46°44'00"	25.00'	20.39'
C14	08°33'53"	64.00'	9.57'
C15	51°49'53"	25.00'	22.62'
C16	51°49'53"	25.00'	22.62'
C17	04°33'00"	64.00'	5.08'
C18	31°43'34"	34.00'	18.83'
C19	65°41'04"	34.00'	38.98'
C20	90°00'00"	34.00'	53.41'
C21	28°16'35"	330.00'	162.86'
C22	17°54'13"	330.00'	103.12'
C23	90°00'00"	48.00'	75.40'
C24	90°00'00"	24.00'	37.70'
C25	35°58'27"	89.00'	55.88'
C26	15°29'52"	89.00'	24.07'
C27	35°58'27"	89.00'	55.88'
C28	46°15'32"	270.00'	217.99'
C29	20°25'02"	300.00'	106.90'
C30	11°09'45"	330.00'	64.29'



SCALE 1"=80'

SEE SHEET 2 FOR EASEMENT NOTES
SEE SHEET 3 FOR SURVEYOR'S NOTES,
AND BOUNDARY DIMENSIONS



M.B. 358/52-53

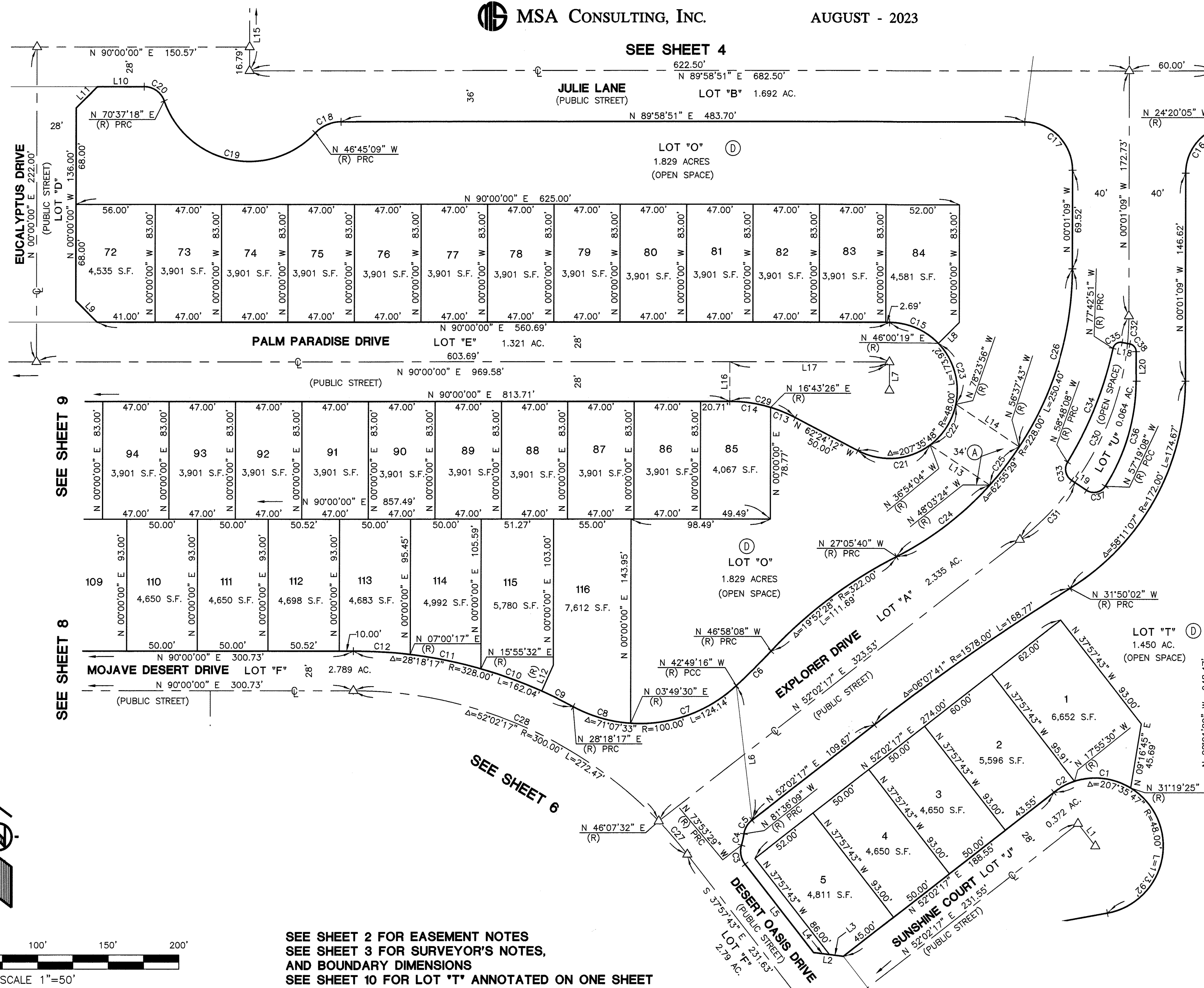
IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-1

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079, OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

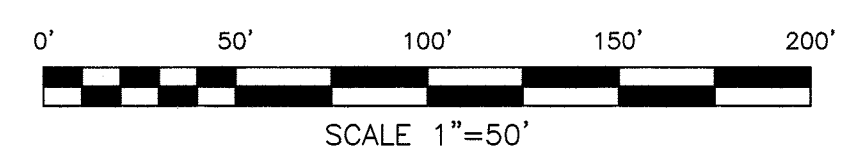
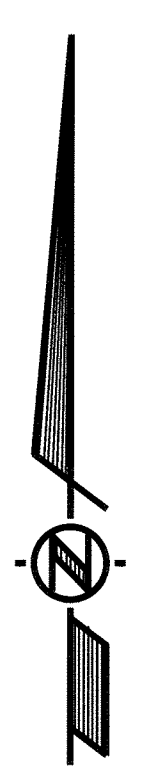
MSA CONSULTING, INC.

AUGUST - 2023



LINE DATA		
NO.	BEARING	LENGTH
L1	N 37°57'43" W	20.00'
L2	N 82°57'43" W	21.21'
L3	N 82°57'43" W	9.90'
L4	N 82°57'43" W	11.31'
L5	N 37°57'43" W	78.95'
L6	N 06°47'53" W	95.50'
L7	N 00°00'00" W	20.00'
L8	N 45°14'25" E	20.82'
L9	N 45°00'00" W	21.21'
L10	N 90°00'00" E	33.05'
L11	N 45°00'00" E	21.21'
L12	N 23°57'10" E	19.97'
L13	N 56°15'00" W	50.76'
L14	N 56°15'00" W	53.92'
L15	N 00°01'09" W	88.93'
L16	N 00°00'00" E	28.00'
L17	N 90°00'00" E	112.87'
L18	N 78°59'43" W	5.60'
L19	N 56°41'52" W	12.60'
L20	N 00°01'09" W	20.84'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	49°14'55"	48.00'	41.26'
C2	20°02'13"	48.00'	16.79'
C3	54°04'14"	15.00'	14.16'
C4	07°42'40"	61.00'	8.21'
C5	43°38'26"	15.00'	11.43'
C6	04°08'52"	478.00'	34.60'
C7	46°38'46"	100.00'	81.41'
C8	24°28'47"	100.00'	42.73'
C9	04°21'07"	328.00'	24.91'
C10	08°01'38"	328.00'	45.95'
C11	08°55'15"	328.00'	51.07'
C12	07°00'17"	328.00'	40.10'
C13	10°52'22"	100.00'	18.98'
C14	16°43'26"	100.00'	29.19'
C15	46°00'19"	48.00'	38.54'
C16	65°41'04"	34.00'	38.98'
C17	90°00'00"	34.00'	53.41'
C18	46°44'00"	25.00'	20.39'
C19	117°22'27"	64.00'	131.11'
C20	70°37'18"	15.00'	18.49'
C21	64°29'52"	48.00'	54.03'
C22	41°29'52"	48.00'	34.77'
C23	55°35'45"	48.00'	46.58'
C24	20°57'44"	228.00'	83.42'
C25	08°34'19"	228.00'	34.11'
C26	33°23'26"	228.00'	132.87'
C27	05°54'45"	300.00'	30.96'
C28	46°07'32"	300.00'	241.51'
C29	27°35'48"	100.00'	48.17'
C30	52°03'26"	200.00'	181.71'
C31	16°07'35"	200.00'	56.29'
C32	05°32'46"	200.00'	19.36'
C33	87°53'44"	9.50'	14.57'
C34	18°54'43"	262.83'	86.76'
C35	88°43'08"	5.50'	8.52'
C36	32°42'01"	137.17'	78.28'
C37	90°37'15"	9.50'	15.03'
C38	78°58'34"	5.50'	7.58'



SEE SHEET 2 FOR EASEMENT NOTES
 SEE SHEET 3 FOR SURVEYOR'S NOTES,
 AND BOUNDARY DIMENSIONS
 SEE SHEET 10 FOR LOT "T" ANNOTATED ON ONE SHEET

M.B. 385/95-96

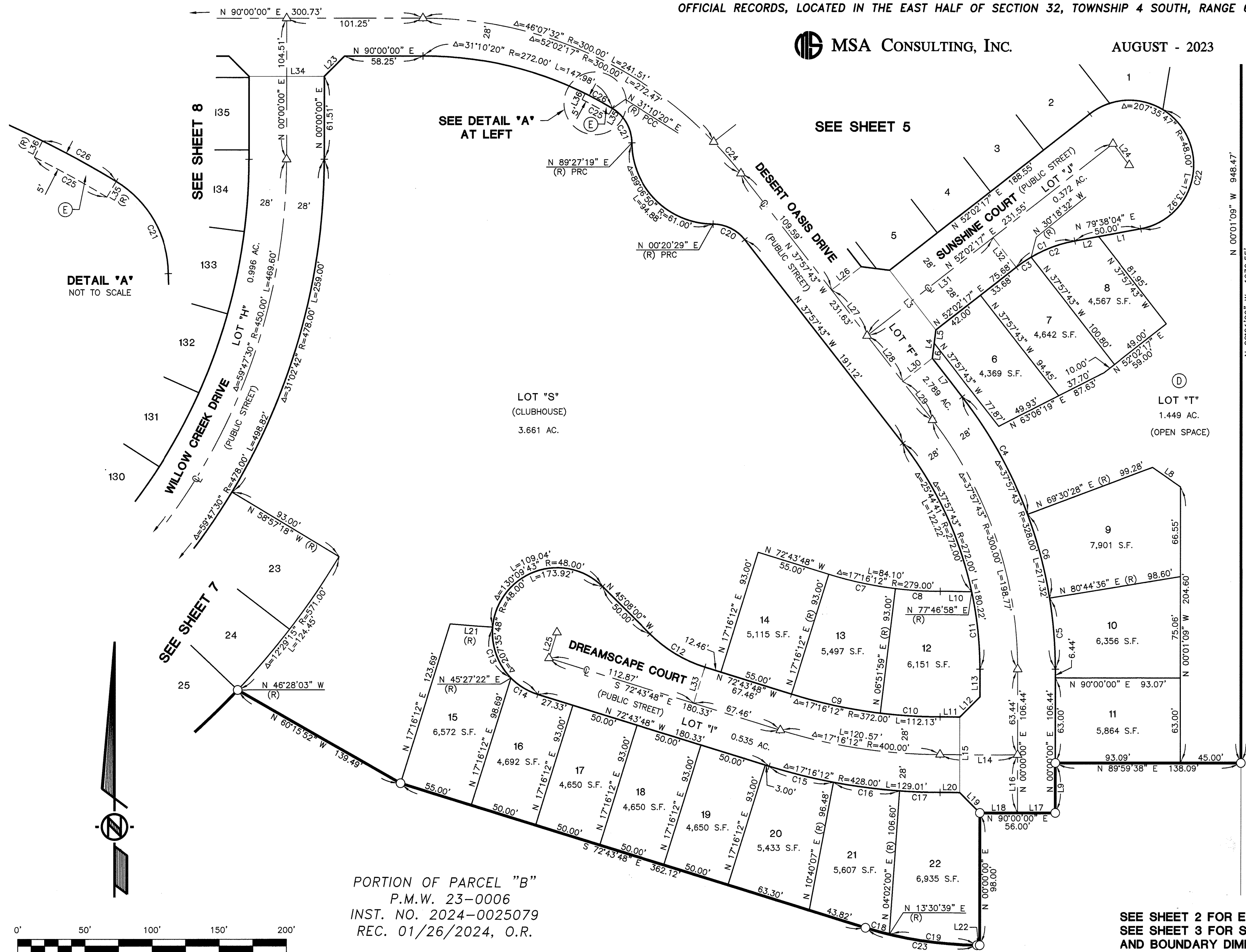
IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-1

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079, OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

MSA CONSULTING, INC.

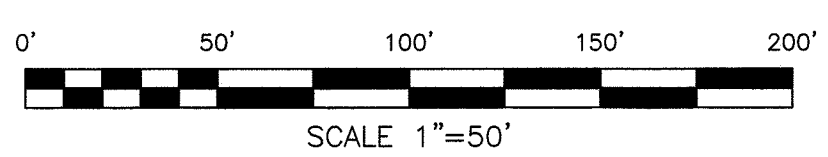
AUGUST - 2023



LINE DATA		
NO.	BEARING	LENGTH
L1	N 79°38'04" E	31.95'
L2	N 79°38'04" E	18.05'
L3	N 37°57'43" W	56.00'
L4	N 07°02'17" E	21.21'
L5	N 07°02'17" E	9.90'
L6	N 07°02'17" E	11.31'
L7	N 37°57'43" W	36.05'
L8	N 55°15'20" W	25.29'
L9	N 00°00'00" E	37.00'
L10	N 90°00'00" E	23.44'
L11	N 90°00'00" E	14.60'
L12	N 45°00'00" E	21.21'
L13	N 00°00'00" E	20.44'
L14	N 90°00'00" E	57.60'
L15	N 00°00'00" E	56.00'
L16	N 00°00'00" E	43.00'
L17	N 90°00'00" E	28.00'
L18	N 90°00'00" E	28.00'
L19	N 45°00'00" W	21.21'
L20	N 90°00'00" E	14.60'
L21	N 85°17'43" W	31.58'
L22	N 90°00'00" E	2.02'
L23	N 45°00'00" E	21.21'
L24	N 37°57'43" W	20.00'
L25	N 17°16'12" E	20.00'
L26	N 52°02'17" E	48.00'
L27	N 37°57'43" W	43.00'
L28	N 37°57'43" W	43.00'
L29	N 37°57'43" W	36.05'
L30	N 52°02'17" E	28.00'
L31	N 52°02'17" E	118.68'
L32	N 37°57'43" W	28.00'
L33	N 17°16'12" E	28.00'
L34	N 90°00'00" E	56.00'
L35	N 31°10'20" E	5.00'
L36	N 26°16'47" E	5.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	27°35'47"	100.00'	48.16'
C2	19°56'36"	100.00'	34.81'
C3	07°39'11"	100.00'	13.36'
C4	17°28'11"	328.00'	100.01'
C5	09°15'24"	328.00'	52.99'
C6	11°14'08"	328.00'	64.32'
C7	10°24'13"	279.00'	50.66'
C8	06°51'59"	279.00'	33.44'
C9	10°24'13"	372.00'	67.55'
C10	06°51'59"	372.00'	44.58'
C11	12°13'02"	272.00'	58.00'
C12	27°35'48"	100.00'	48.17'
C13	49°14'55"	48.00'	41.26'
C14	28°11'10"	48.00'	23.61'
C15	06°36'05"	428.00'	49.31'
C16	06°38'07"	428.00'	49.57'
C17	04°02'00"	428.00'	30.13'
C18	03°45'33"	279.00'	18.31'
C19	13°30'39"	279.00'	65.79'
C20	51°41'48"	30.00'	27.07'
C21	58°16'59"	30.00'	30.52'
C22	138°18'39"	48.00'	115.87'
C23	17°16'12"	279.00'	84.10'
C24	05°54'45"	300.00'	30.96'
C25	04°53'33"	267.00'	22.80'
C26	04°53'33"	272.00'	23.23'

PORTION OF PARCEL "B"
P.M.W. 23-0006
INST. NO. 2024-0025079
REC. 01/26/2024, O.R.



SEE SHEET 2 FOR EASEMENT NOTES
SEE SHEET 3 FOR SURVEYOR'S NOTES,
AND BOUNDARY DIMENSIONS
SEE SHEET 10 FOR LOT 'T' ANNOTATED ON ONE SHEET

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

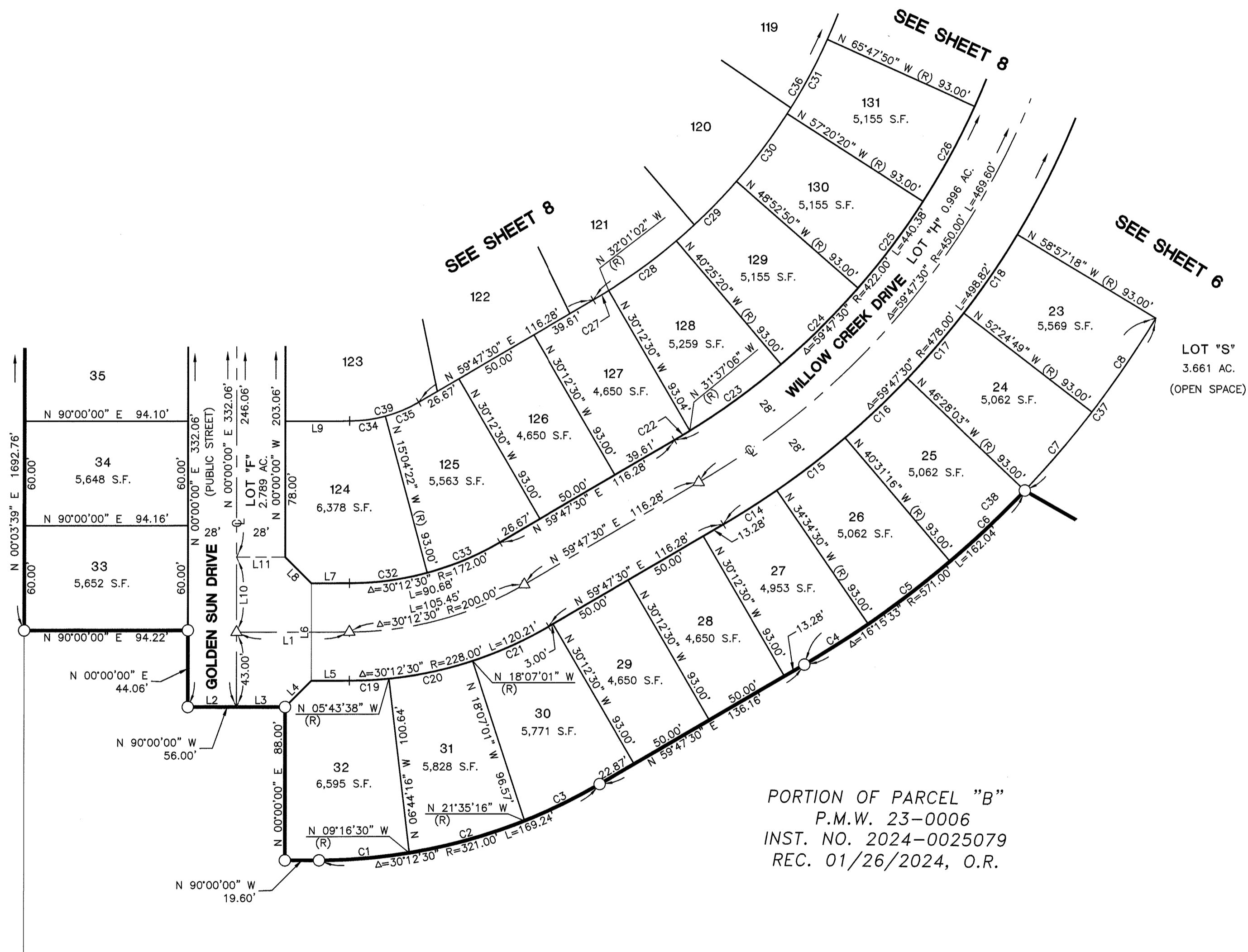
TRACT MAP NO. 38434-1

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079, OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

 MSA CONSULTING, INC.

AUGUST - 2023

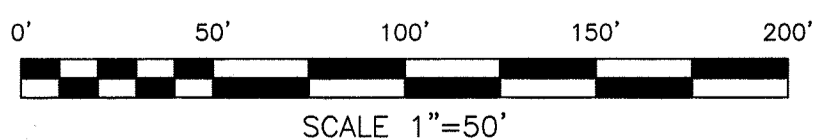
M.B. 289/15-26



PORTION OF PARCEL "B"
P.M.W. 23-0006
INST. NO. 2024-0025079
REC. 01/26/2024, O.R.

LINE DATA		
NO.	BEARING	LENGTH
L1	N 90°00'00" W	64.78'
L2	N 90°00'00" W	28.00'
L3	N 90°00'00" W	28.00'
L4	N 45°00'00" E	21.21'
L5	N 90°00'00" E	21.78'
L6	N 00°00'00" E	56.00'
L7	N 90°00'00" E	21.78'
L8	N 45°00'00" W	21.21'
L9	N 90°00'00" E	36.78'
L10	N 00°00'00" W	43.00'
L11	N 90°00'00" E	28.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	09°16'30"	321.00'	51.96'
C2	12°18'46"	321.00'	68.98'
C3	08°37'14"	321.00'	48.30'
C4	04°22'00"	571.00'	43.52'
C5	05°56'46"	571.00'	59.26'
C6	05°56'47"	571.00'	59.26'
C7	05°56'46"	571.00'	59.26'
C8	06°32'29"	571.00'	65.19'
C14	04°22'00"	478.00'	36.43'
C15	05°56'46"	478.00'	49.61'
C16	05°56'47"	478.00'	49.61'
C17	05°56'46"	478.00'	49.61'
C18	06°32'29"	478.00'	54.57'
C19	05°43'38"	228.00'	22.79'
C20	12°23'23"	228.00'	49.30'
C21	12°05'29"	228.00'	48.12'
C22	01°24'36"	422.00'	10.39'
C23	08°48'14"	422.00'	64.84'
C24	08°27'30"	422.00'	62.30'
C25	08°27'30"	422.00'	62.30'
C26	08°27'30"	422.00'	62.30'
C27	01°48'32"	329.00'	10.39'
C28	08°24'18"	329.00'	48.26'
C29	08°27'30"	329.00'	48.57'
C30	08°27'30"	329.00'	48.57'
C31	08°27'30"	329.00'	48.57'
C32	15°04'22"	172.00'	45.25'
C33	15°08'08"	172.00'	45.44'
C34	15°04'22"	79.00'	20.78'
C35	15°08'08"	79.00'	20.87'
C36	59°47'30"	329.00'	343.33'
C37	12°29'15"	571.00'	124.45'
C38	28°44'48"	571.00'	286.48'
C39	30°12'30"	79.00'	41.65'



SEE SHEET 2 FOR EASEMENT NOTES
SEE SHEET 3 FOR SURVEYOR'S NOTES,
AND BOUNDARY DIMENSIONS

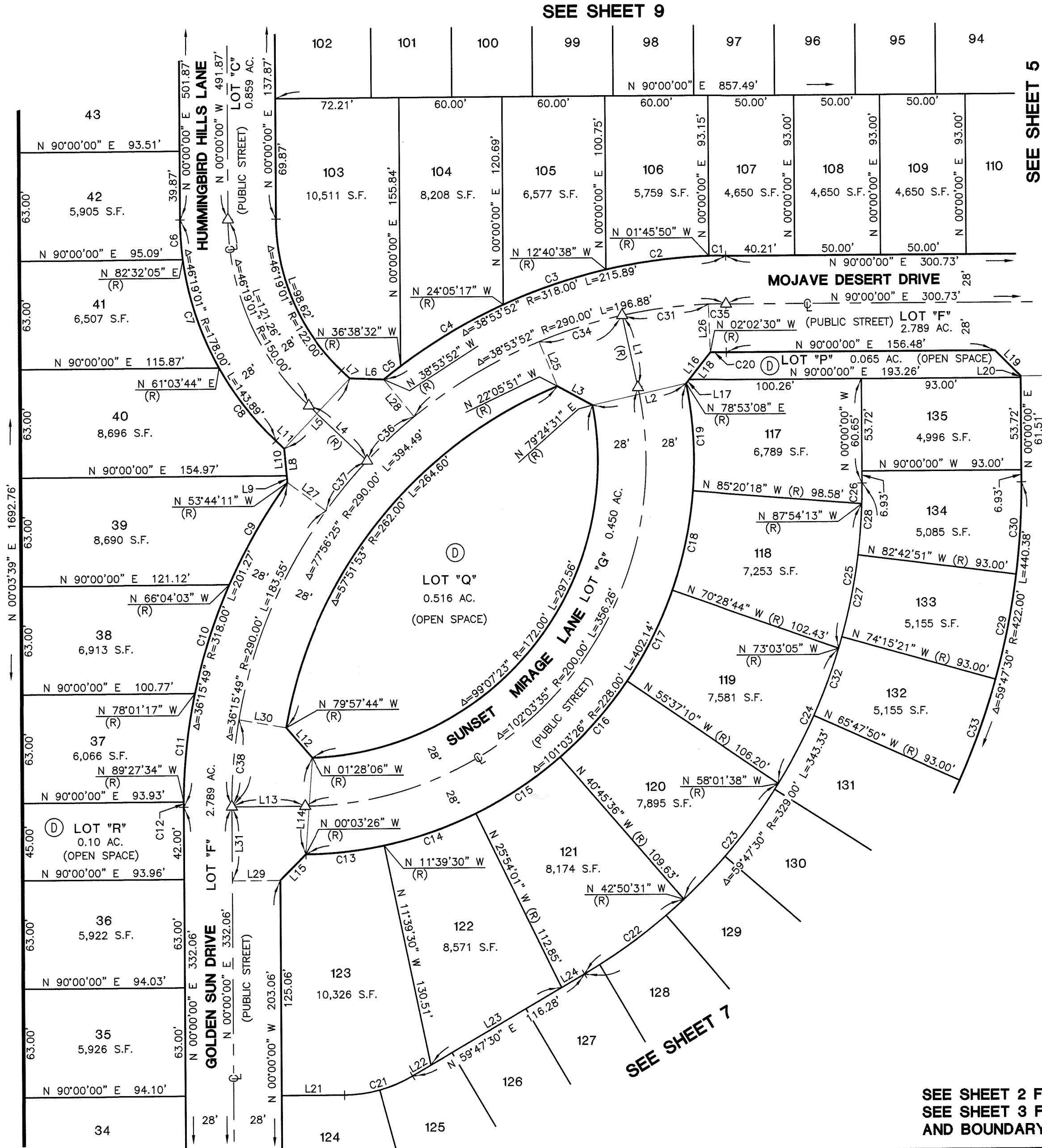
IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 38434-1

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079, OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

 MSA CONSULTING, INC.

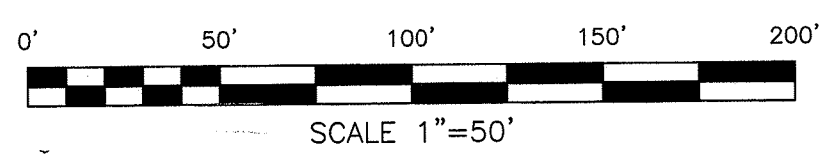
AUGUST - 2023

M.B. 289/15-26



LINE DATA		
NO.	BEARING	LENGTH
L1	N 12°03'35" W	42.76'
L2	N 77°16'44" E	56.03'
L3	N 61°20'40" W	23.23'
L4	N 46°19'01" W	46.85'
L5	N 43°40'59" E	56.00'
L6	N 87°36'27" W	19.80'
L7	N 46°19'01" W	6.64'
L8	N 05°01'36" W	19.80'
L9	N 05°01'36" W	3.92'
L10	N 05°01'36" W	15.88'
L11	N 46°19'01" W	6.64'
L12	N 40°42'55" E	23.23'
L13	N 90°00'00" E	42.76'
L14	N 04°15'53" E	56.21'
L15	N 44°58'17" E	21.20'
L16	N 38°25'19" E	22.82'
L17	N 38°25'19" E	2.80'
L18	N 38°25'19" E	20.02'
L19	N 45°00'00" E	21.21'
L20	N 00°00'00" E	0.85'
L21	N 90°00'00" E	36.78'
L22	N 59°47'30" E	12.36'
L23	N 59°47'30" E	88.45'
L24	N 59°47'30" E	15.47'
L25	N 22°05'51" W	28.00'
L26	N 02°02'30" W	28.00'
L27	N 53°44'11" W	28.00'
L28	N 38°53'52" W	28.00'
L29	N 90°00'00" E	28.00'
L30	N 79°57'44" W	28.00'
L31	N 00°00'00" E	43.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	01°45'50"	318.00'	9.79'
C2	10°54'48"	318.00'	60.57'
C3	11°24'39"	318.00'	63.33'
C4	12°33'15"	318.00'	69.68'
C5	02°15'20"	318.00'	12.52'
C6	07°27'55"	178.00'	23.19'
C7	21°28'21"	178.00'	66.71'
C8	17°22'45"	178.00'	53.99'
C9	12°19'52"	318.00'	68.44'
C10	11°57'14"	318.00'	66.35'
C11	11°26'17"	318.00'	63.48'
C12	00°32'26"	318.01'	3.00'
C13	11°36'04"	228.00'	46.16'
C14	14°14'31"	228.00'	56.67'
C15	14°51'35"	228.00'	59.13'
C16	14°51'34"	228.00'	59.13'
C17	14°51'34"	228.00'	59.13'
C18	14°51'34"	228.00'	59.13'
C19	15°46'34"	228.00'	62.78'
C20	02°02'30"	262.00'	9.34'
C21	30°12'30"	79.00'	41.65'
C22	12°38'01"	329.00'	72.54'
C23	15°11'07"	329.00'	87.20'
C24	15°01'27"	329.00'	86.27'
C25	14°51'08"	329.00'	85.28'
C26	02°05'47"	329.00'	12.04'
C27	08°27'30"	329.00'	48.57'
C28	07°17'09"	329.00'	41.84'
C29	08°27'30"	422.00'	62.30'
C30	07°17'09"	422.00'	53.66'
C31	12°03'35"	290.00'	61.04'
C32	08°27'31"	329.00'	48.57'
C33	08°27'31"	422.00'	62.30'
C34	10°02'16"	290.00'	50.81'
C35	02°02'30"	290.00'	10.33'
C36	07°25'09"	290.00'	37.55'
C37	07°25'10"	290.00'	37.55'
C38	10°02'16"	290.00'	50.81'



SEE SHEET 2 FOR EASEMENT NOTES
 SEE SHEET 3 FOR SURVEYOR'S NOTES,
 AND BOUNDARY DIMENSIONS

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

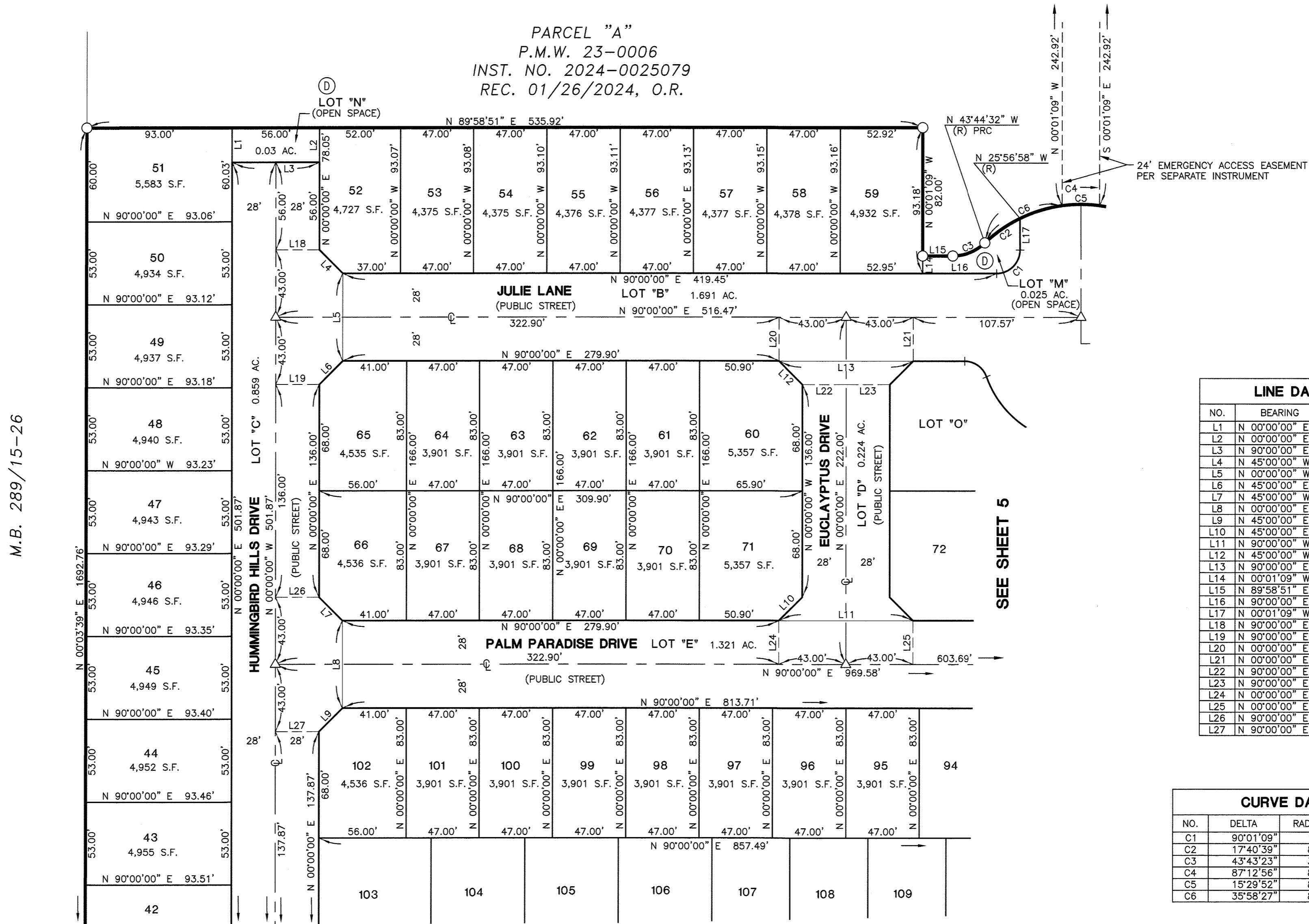
TRACT MAP NO. 38434-1

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079, OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

MSA CONSULTING, INC.

AUGUST - 2023

PARCEL "A"
P.M.W. 23-0006
INST. NO. 2024-0025079
REC. 01/26/2024, O.R.



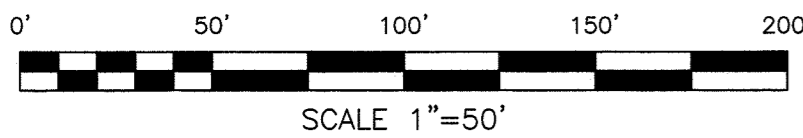
M.B. 289/15-26

LINE DATA		
NO.	BEARING	LENGTH
L1	N 00°00'00" E	22.03'
L2	N 00°00'00" E	22.05'
L3	N 90°00'00" E	56.00'
L4	N 45°00'00" W	21.21'
L5	N 00°00'00" W	56.00'
L6	N 45°00'00" E	21.21'
L7	N 45°00'00" W	21.21'
L8	N 00°00'00" E	56.00'
L9	N 45°00'00" E	21.21'
L10	N 45°00'00" E	21.21'
L11	N 90°00'00" W	86.00'
L12	N 45°00'00" W	21.21'
L13	N 90°00'00" E	86.00'
L14	N 00°01'09" W	11.18'
L15	N 89°58'51" E	19.25'
L16	N 90°00'00" E	47.50'
L17	N 00°01'09" W	20.14'
L18	N 90°00'00" E	28.00'
L19	N 90°00'00" E	28.00'
L20	N 00°00'00" E	28.00'
L21	N 00°00'00" E	28.00'
L22	N 90°00'00" E	28.00'
L23	N 90°00'00" E	28.00'
L24	N 00°00'00" E	28.00'
L25	N 00°00'00" E	28.00'
L26	N 90°00'00" E	28.00'
L27	N 90°00'00" E	28.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	90°01'09"	15.00'	23.57'
C2	174°0'39"	89.19'	27.52'
C3	43°43'23"	30.00'	22.89'
C4	87°12'56"	89.19'	135.76'
C5	15°29'52"	89.00'	24.07'
C6	35°58'27"	89.00'	55.88'

SEE SHEET 8

SEE SHEET 2 FOR EASEMENT NOTES
SEE SHEET 3 FOR SURVEYOR'S NOTES,
AND BOUNDARY DIMENSIONS



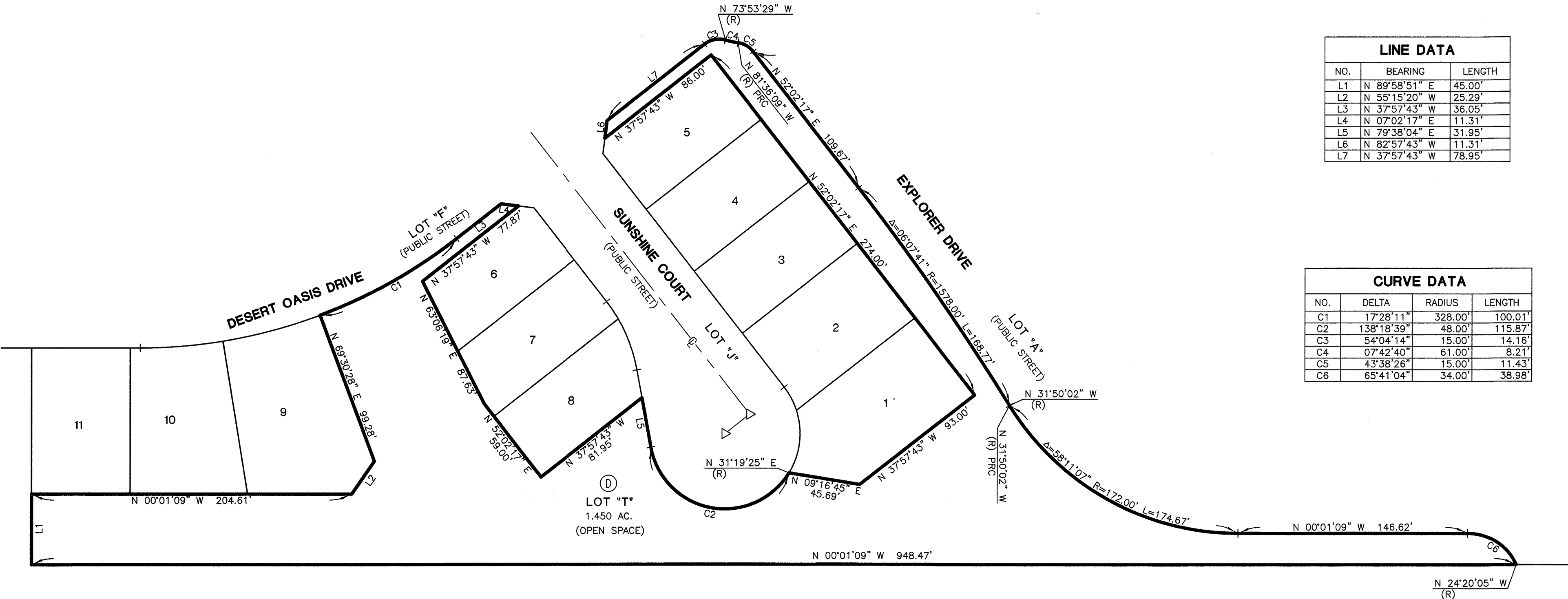
IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-1

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079, OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

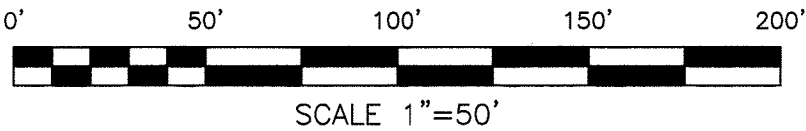
 MSA CONSULTING, INC.

AUGUST - 2023



LINE DATA		
NO.	BEARING	LENGTH
L1	N 89°58'51" E	45.00'
L2	N 55°15'20" W	25.29'
L3	N 37°57'43" W	36.05'
L4	N 07°02'17" E	11.31'
L5	N 79°38'04" E	31.95'
L6	N 82°57'43" W	11.31'
L7	N 37°57'43" W	78.95'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	17°28'11"	328.00'	100.01'
C2	138°18'39"	48.00'	115.87'
C3	54°04'14"	15.00'	14.16'
C4	07°42'40"	61.00'	8.21'
C5	43°38'26"	15.00'	11.43'
C6	65°41'04"	34.00'	38.98'



SEE SHEET 2 FOR EASEMENT NOTES
 SEE SHEET 3 FOR SURVEYOR'S NOTES, AND BOUNDARY DIMENSIONS
 THE PURPOSE OF THIS SHEET IS TO SHOW LOT 'T' IN IT'S ENTIRETY

RECITALS

A. In consideration of the approval of the Grading Plans for the PROPERTY by the City Council, GRADER desires to enter into this Agreement, whereby GRADER promises to complete, at GRADER's own expense, all the grading work required by CITY in connection with the proposed PROPERTY. GRADER has secured this Agreement by grading security required by the City and approved by the City Attorney.

B. GRADING PLANS for the grading of the PROPERTY have been prepared by GRADER and approved by the City Engineer. The GRADING PLANS numbered as referenced previously in this Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the GRADING PLANS shall include reference to any specifications for the improvements as approved by the City Engineer.

C. An estimate of the cost for grading and performing land development work in connection with the grading according to the GRADING PLANS has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.

D. CITY has adopted standards for the grading of property within the CITY. The GRADING PLANS have been prepared in conformance with CITY standards in effect on the date of the approval.

E. GRADER recognizes that CITY and adjacent properties may be damaged by GRADER's failure to perform its obligations to complete approved grading by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by GRADER.

NOW, THEREFORE, in consideration of the approval by the City of the GRADING PLANS, GRADER and CITY agree as follows:

(1) GRADER's Obligation to Complete Grading.

GRADER shall:

(a) Complete at GRADER's own expense, all the grading required by the Approval in conformance with approved GRADING PLANS within one year from date of execution of this Agreement; provided however, that the grading shall not be deemed to be completed until approved by City Engineer as provided in Section 4 herein.

(2) Security.

GRADER shall at all times guarantee GRADER's performance by furnishing to CITY, and maintaining, good and sufficient security as required by the CITY on forms approved by CITY for the purposes and in the amounts as follows:

(a) to assure faithful performance of this Agreement in regard to said grading in an amount of 25% of the estimated cost of the grading.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

(3) Alterations to GRADING PLANS.

(a) Any changes, alterations or additions to the GRADING PLANS not exceeding ten percent (10%) of the original estimated cost of the improvements, which are mutually agreed upon by CITY and GRADER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, GRADER shall provide grading security for faithful performance as required by Section (3) of this Agreement for twenty-five percent (25%) of the total estimated cost of the grading as changed, altered, or amended, minus any completed partial releases allowed by Section (6) of this Agreement.

(b) The GRADER shall complete the grading in accordance with CITY standards in effect at the time of approval of GRADING PLANS. CITY reserves the right to modify the standards applicable to the PROPERTY and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If GRADER requests and is granted an extension of time for completion of the grading, CITY may apply the standards in effect at the time of the extension.

(4) Inspection. GRADER shall at all times maintain proper facilities and safe access for inspection of the grading by CITY inspectors. Upon completion of the work, GRADER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the grading. When applicable law requires an inspection to be made by City at a particular stage of the grading, CITY shall be given

timely notice of GRADER's readiness for such inspection and GRADER shall not proceed with additional work until the inspection has been made and the work approved. GRADER shall bear all costs of inspection and certification.

(5) Release of Securities. The securities required by this Agreement shall be released as following:

(a) Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and approved of the act or work.

(6) Injury to Public Improvements, Public Property or Public Utilities Facilities. GRADER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or property monuments which are destroyed or damaged as a result of any work under this Agreement. GRADER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

(7) Permits. GRADER shall, at GRADER's expense, obtain all necessary permits and licenses for the grading, give all necessary notices and pay all fees and taxes required by law.

(8) Default of GRADER.

(a) Default of GRADER shall include, but not be limited to,

(1) GRADER's failure to timely commence the grading;

(2) GRADER's failure to timely complete grading;

(3) GRADER's failure to timely cure any defect in the grading;

(4) GRADER's failure to perform substantial work for a period of twenty (20) calendar days after commencement of the work;

(5) GRADER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which GRADER fails to discharge within thirty (30) days;

(6) the commencement of a foreclosure action against the PROPERTY or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(7) GRADER's failure to perform any other obligation under this Agreement.

(b) CITY reserves to itself all remedies available to it at law or in equity for breach of GRADER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by GRADER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of grading and, therefore, CITY's damages for GRADER's default shall be measured by the cost of completing the required grading. The sums provided by the security may be used by CITY for the completion of the grading in accordance with the GRADING PLANS contained herein.

In the event of GRADER's default under this Agreement, GRADER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to GRADER and to GRADER's surety, and agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of GRADER, and GRADER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to GRADER as may be on the site of the work and necessary for performance of the work.

(c) Failure of GRADER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against the PROPERTY. The remedy provided by this subsection (c) is in addition to and not in lieu of other remedies available to CITY. GRADER agrees that the choice of remedy or remedies for GRADER's breach shall be in the discretion of CITY.

(d) In the event that GRADER fails to perform any obligation hereunder, GRADER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of engineers, attorneys, other professionals, and court costs.

(e) The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of GRADER.

(9) GRADER Not Agent of CITY. Neither GRADER nor any of GRADER's agents, contractors or subcontractors are or shall be considered to be agents of CITY in connection with the performance of GRADER'S obligations under this Agreement.

(10) Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or

omissions of GRADER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. GRADER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof, agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of GRADER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the grading of the PROPERTY, and in addition, to adjacent property owners. Approval by CITY of the grading shall not constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the performance of grading, regardless of any negligent action or inaction taken by CITY in approving the plans, unless the particular design was specifically required by CITY over written objection by GRADER submitted to the City Engineer before approval of the particular grading design, which objection indicated that the particular grading design was dangerous or defective and suggested an alternative safe and feasible design.

GRADER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.

(11) Personal Nature of GRADER'S Obligations. All of GRADER's obligations under this agreement are and shall remain the personal obligations of GRADER notwithstanding a transfer of all or any part of the property subject to this Agreement, and GRADER shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the PROPERTY or to any other third party without the express written consent of CITY.

(12) Sale or Disposition of PROPERTY. GRADER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the GRADER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the GRADER of the obligations under Section (18) for the work or improvement done by GRADER.

(13) Time of the Essence. Time is of the essence in the performance of this Agreement.

(14) Time for Commencement of Work; Time Extensions. GRADER shall commence substantial grading required by this Agreement not later than six (6) months after the date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of grading hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to GRADER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle GRADER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar

political actions which prevents the conducting of work, which GRADER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by GRADER, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the City Engineer may require GRADER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

(15) No Vesting of Rights. Performance by GRADER of this Agreement shall not be construed to vest GRADER's rights with respect to any change in any zoning or building law or ordinance.

(16) Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

Notice to CITY: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, California 92260
Attn: Public Works Director

Notice to GRADER: Pulte Home Company, LLC

27410 Los Altos, Suite 400

Mission Viejo, CA 92691

Attn: David Dewegeli

Notice to SURETY: _____

(17) Compliance With Laws. GRADER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the grading required by this Agreement.

(18) Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

(19) Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

(20) Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

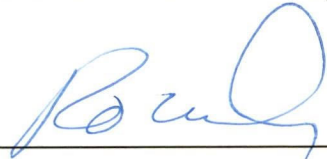
(21) Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

(22) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

(23) Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

(24) Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Riverside, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date hereinabove first written; by CITY, by and through its Mayor.



Robert Paradise - Division VP Land
GRADER

CITY OF PALM DESERT

GRADER
(Proper Notarization of
GRADER's signature is
required and shall be attached)

By: 

CITY MANAGER

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

CITY OF PALM DESERT
STANDARD FORM
GRADING
FAITHFUL PERFORMANCE BOND

DESCRIPTION OF PROPERTY: TR38434
NAME OF GRADER: Pulte Home Company, LLC
NAME OF SURETY: The Continental Insurance Company
EFFECTIVE DATE: April 9, 2024
AMOUNT OF BOND: 443,254.00
BOND NUMBER: 30216247
PREMIUM: \$1,330.00

KNOW ALL MEN BY THESE PRESENTS: That the person, firm, corporation, entity, or otherwise, named on line 2 above, without regard to gender and number, hereinafter referred to as PRINCIPAL, and the corporation named on Line 3 above, a corporation authorized to do business in the State of California and presently possessed of authority under Title 6 of the United States Code to do business under Sections 6 to 13 thereof, in the aggregate amounts hereof, hereinafter referred to as SURETY, are jointly and severally held and firmly bound unto the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as CITY, in the sum mentioned on Line 5 above, for the faithful performance of that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on Line 1 above, as required by the provision of the CITY ordinances, resolutions, rules, and regulations, for the payment of which sums well and truly to be made,

PRINCIPAL and SURETY hereby bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the said PRINCIPAL shall faithfully perform the covenants, conditions, and agreements contained in that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on LINE 1 of Page 1 hereof, which said agreement is by this reference incorporated herein, on its part to be kept and performed, in a manner and form therein specified, and shall furnish material in compliance with the specifications and perform all that certain work and improvement in said CITY which is more particularly described in said GRADING ONLY AGREEMENT, then the obligation with respect to the faithful performance is by this reference incorporated herein.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT, the work, the specifications or any feature or item of performance thereunder. In the event it becomes necessary for CITY to bring an action to enforce this bond, SURETY shall pay CITY's reasonable attorney's fees and court costs in connection therewith.

IN WITNESS WHEREOF, PRINCIPAL and SURETY have executed this instrument on the date mentioned on Line 4 of Page 1 hereof.



PRINCIPAL'S SIGNATURE

Nick Sarris

PRINT NAME

manager - Treasury Operations, Pulte Home Company, LLC

TITLE & COMPANY NAME

SEE ATTACHED
SEE ATTACHED

PRINCIPAL'S SIGNATURE

Gregory S. Rives

PRINT NAME

Assistant Treasurer, Pulte Home Company, LLC

TITLE & COMPANY NAME

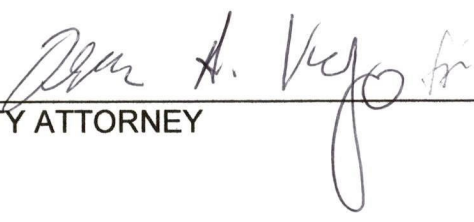


SURETY'S SIGNATURE

Kelly A. Gardner, Attorney-in-Fact

SURETY'S SIGNATURE

APPROVED AS TO FORM:



CITY ATTORNEY

(Notarial acknowledgement of execution by ALL PRINCIPALS and SURETY must be attached.)

executed this 9th day of April, 2024.

Pulte Home Company, LLC

PRINCIPAL

A handwritten signature in black ink, appearing to read "Gregory S. Rives", written over a horizontal line.

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Georgia }
 } ss.
County of Cobb }

On April 9th, 2024, before me, T. Jessica Mask, a Notary Public, personally appeared Gregory S. Rives and Nick Sarris, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

T JESSICA MASK
Notary Public - State of Georgia
Cobb County
My Commission Expires Feb 21, 2026

Signature _____



STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On April 9, 2024, before me, Alexa K. Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 20, 2027

Alexa K. Costello
Alexa K. Costello, Notary Public
Commission No. 978152



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.



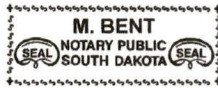
The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 9th day of April, 2024



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

APPROVED

TY
03/13/2024

ENGINEER'S OPINION OF PROBABLE COST FOR

MASS AND ROUGH GRADING ONLY

Prepared for:
Pulte Home Company, LLC
27401 Los Altos, Suite 400
Mission Viejo, CA 92691

Tract map No. 38434

Project Location:
South of Gerald Ford Drive
Palm Desert, CA 92260

February 6, 2024

MSA JOB #2636



MSA CONSULTING, INC.
> PLANNING > CIVIL ENGINEERING > LAND SURVEYING
34200 Bob Hope Drive, Rancho Mirage, CA 92270
760.320.9811 msaconsultinginc.com



DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Mass and Rough Grading				
Mobilization	EA	1	\$50,000.00	\$50,000.00
Perimeter Chain Link Fence and Screen Installation	LF	2,560	\$20.00	\$51,200.00
4" Construction Meter Installation and Removal (CVWD)	LS	1	\$550.00	\$550.00
Construction Meter Deposit (CVWD)	LS	1	\$2,500.00	\$2,500.00
Construction Water (For Grading Operations)	ACFT	199	\$590.00	\$117,410.00
Earthwork	CY	647,780	\$1.50	\$971,670.00
Clearing and Grubbing	AC	93	\$500.00	\$46,500.00
Soil Stabilization	AC	93	\$1,000.00	\$93,000.00
PM-10 Mitigation	AC	93	\$1,500.00	\$139,500.00
SWPPP Mitigation	AC	93	\$1,500.00	\$139,500.00
SUBTOTAL OF GRADING IMPROVEMENTS				\$1,611,830.00
10% CONTINGENCY				\$161,183.00
TOTAL				\$1,773,013.00

- 1 The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
- 2 MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are estimates only and the engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.
- 3 Construction water assumes a CVWD fire hydrant as the source and uses CVWD Summer Rates
- 4 Water usage assumes 100 gallons of water needed for every cubic yard of soil moved.
- 5 Estimates include Rough Grading the entire Phase 1 and Mass Grading the entire Phase 2 at the same time to achieve a balanced site.

**CITY OF PALM DESERT
STANDARD FORM
GRADING
FAITHFUL PERFORMANCE BOND**

DESCRIPTION OF PROPERTY: TR38434
NAME OF GRADER: Pulte Home Company, LLC
NAME OF SURETY: The Continental Insurance Company
EFFECTIVE DATE: April 9, 2024
AMOUNT OF BOND: 443,254.00
BOND NUMBER: 30216247
PREMIUM: \$1,330.00

KNOW ALL MEN BY THESE PRESENTS: That the person, firm, corporation, entity, or otherwise, named on line 2 above, without regard to gender and number, hereinafter referred to as PRINCIPAL, and the corporation named on Line 3 above, a corporation authorized to do business in the State of California and presently possessed of authority under Title 6 of the United States Code to do business under Sections 6 to 13 thereof, in the aggregate amounts hereof, hereinafter referred to as SURETY, are jointly and severally held and firmly bound unto the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as CITY, in the sum mentioned on Line 5 above, for the faithful performance of that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on Line 1 above, as required by the provision of the CITY ordinances, resolutions, rules, and regulations, for the payment of which sums well and truly to be made,

PRINCIPAL and SURETY hereby bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the said PRINCIPAL shall faithfully perform the covenants, conditions, and agreements contained in that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on LINE 1 of Page 1 hereof, which said agreement is by this reference incorporated herein, on its part to be kept and performed, in a manner and form therein specified, and shall furnish material in compliance with the specifications and perform all that certain work and improvement in said CITY which is more particularly described in said GRADING ONLY AGREEMENT, then the obligation with respect to the faithful performance is by this reference incorporated herein.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT, the work, the specifications or any feature or item of performance thereunder. In the event it becomes necessary for CITY to bring an action to enforce this bond, SURETY shall pay CITY's reasonable attorney's fees and court costs in connection therewith.

IN WITNESS WHEREOF, PRINCIPAL and SURETY have executed this instrument on the date mentioned on Line 4 of Page 1 hereof.



PRINCIPAL'S SIGNATURE

Nick Sarris
PRINT NAME

manager - Treasury Operations, Pulte Home Company, LLC

TITLE & COMPANY NAME

~~SEE ATTACHED~~
~~SEE ATTACHED~~

PRINCIPAL'S SIGNATURE

Gregory S. Rives
PRINT NAME

Assistant Treasurer, Pulte Home Company, LLC

TITLE & COMPANY NAME



SURETY'S SIGNATURE

Kelly A. Gardner, Attorney-in-Fact
SURETY'S SIGNATURE

APPROVED AS TO FORM:

CITY ATTORNEY

(Notarial acknowledgement of execution by ALL PRINCIPALS and SURETY must be attached.)

executed this 9th day of April, 2024.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT

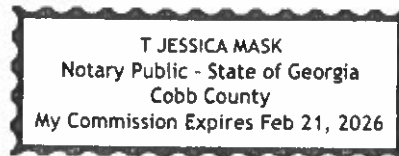
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Georgia }
County of Cobb } ss.

On April 9th, 2024, before me, T. Jessica Mask, a Notary Public, personally appeared Gregory S. Rives and Nick Sarris, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature J. A. [Handwritten Signature]

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On April 9, 2024, before me, Alexa K. Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 20, 2027

Alexa K. Costello
Alexa K. Costello, Notary Public
Commission No. 978152



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.



The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 9th day of April, 2024



The Continental Insurance Company

D. Johnson

D. Johnson

Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: _____, 20__

NAME OF SUBDIVIDER: Pulte Home Company, LLC
(
(Referred to as "SUBDIVIDER").

NAME OF SUBDIVISION: Del Webb Explore Palm Desert No. of Lots: 332 Lots
(Referred to as "SUBDIVISION")

TENTATIVE MAP RESOLUTION OF APPROVAL NO.: 2841 (TM No: 38434)
(Referred to as "Resolution of Approval")

IMPROVEMENT PLANS APPROVED ON: _____
(Referred to as Improvement Plans)

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$ \$3,379,278 Per Engineer Estimate

ESTIMATED TOTAL COST OF MONUMENTATION: _____

SURETY:
BOND NOS: _____

SURETY: _____

-OR-

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. _____

FINANCIAL INSTITUTION: _____

-OR-

CASH/CERTIFICATE OF DEPOSIT, AGREEMENT DATED: _____

FINANCIAL INSTITUTION: _____

This Agreement is made and entered into by and between the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the SUBDIVIDER.

RECITALS

- A. SUBDIVIDER has presented to CITY for approval and recordation, a final subdivision map of a proposed SUBDIVISION pursuant to provisions of the Subdivision Map Act of the State of California and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."
- B. A tentative map of the SUBDIVISION has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this Agreement by reference.
- C. The Subdivision Laws establish as a condition precedent to the approval of a final map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (a) completed, in compliance with CITY standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval or (b) have entered into a secured agreement with CITY to complete the improvements and land development within a period of time specified by CITY.
- D. In consideration of the approval of a final map for the SUBDIVISION by the City Council, SUBDIVIDER desires to enter into this Agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER's own expense, all the public improvement work required by CITY in connection with the proposed SUBDIVISION. SUBDIVIDER has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.
- E. Complete Improvement Plans for the construction, installation, and completion of the improvements have been prepared by SUBDIVIDER and approved by the City Engineer. The Improvement Plans numbered as referenced previously in this

Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

- F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.
- G. CITY has adopted standards for the construction and installation of improvements within the CITY. The Improvement Plans have been prepared in conformance with CITY standards in effect on the date of the Resolution of Approval.
- H. All public improvement monuments, street signs, and stakes as specified on the final map are to be completed prior to final formal acceptance by the City Council. Individual property monuments must be installed within one year from the formal final Council acceptance of said SUBDIVISION.
- I. SUBDIVIDER recognizes that by approval of the final map for SUBDIVISION, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER's failure to perform its obligations to commence construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City

Council of the final map of the SUBDIVISION, SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER's Obligation to Construct Improvements.

SUBDIVIDER shall:

- a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.
- b. Complete at SUBDIVIDER's own expense, all the public improvement work required by the Resolution of Approval in conformance with approved Improvement Plans within one year from date of execution of this Agreement; provided however, that the improvements shall not be deemed to be completed until accepted by City Council as provided in Section (17) herein.
- c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans.
- d. Acquire, or pay the cost of acquisition by CITY, and dedicate all rights-of-way, easements and other interests in real property for construction and installation of the public improvements, free and clear of all liens and encumbrances. The SUBDIVIDER's obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private sanitary sewer, domestic water, drainage, and/or utility easements or authorization to accommodate the SUBDIVISION.
- e. Commence construction of the improvements by the time established in Section (22) of this Agreement and complete the improvements by the deadline stated in Section (1)(b) above, unless a time extension is granted by the CITY as authorized in Section (22).

- f. Install all SUBDIVISION public improvement monuments required by law and prior to formal final acceptance of the public improvements by CITY. Individual property monuments shall be installed within one year of said acceptance.
 - g. Install street name signs conforming to CITY standards. Permanent street name signs shall be installed before acceptance of the improvements by CITY.
2. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land use development work contemplated by this Agreement is to be constructed or installed on land not owned by CITY or SUBDIVIDER, no construction or installation shall be commenced before:
- a. The offer of dedication to CITY of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or
 - b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or
 - c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with the order of possession.

Nothing in this Section (2) shall be construed as authorizing or granting an extension of time to SUBDIVIDER.

3. Security. SUBDIVIDER shall at all times guarantee SUBDIVIDER's performance by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

- a. to assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and
- b. to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the improvements required to be constructed and installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and
- c. to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and
- d. SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of one hundred percent (100%) of the estimated cost of setting SUBDIVISION monuments as stated previously in this Agreement in Section (1)(f) for a period of one year plus thirty (30) days from formal acceptance by the City Council.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

4. Alterations to Improvement Plans.

- a. Any changes, alterations or additions to the Improvement Plans not exceeding ten percent (10%) of the original estimated cost of the improvements, which are mutually agreed upon by CITY and SUBDIVIDER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, SUBDIVIDER shall provide improvement security for faithful performance as required by Section (3) of this Agreement for one hundred percent (100%) of the total estimated cost of the improvements as changed, altered, or amended, minus any completed partial releases allowed by Section (6) of this Agreement.
 - b. The SUBDIVIDER shall construct the improvements in accordance with CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right to modify the standards applicable to the SUBDIVISION and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If SUBDIVIDER requests and is granted an extension of time for completion of the improvements, CITY may apply the standards in effect at the time of the extension.
5. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the public improvements by CITY inspectors and to the shops wherein any work is in preparation. Upon completion of the work, SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted by the City Council unless all aspects of the work have been inspected and completed in accordance with the Improvement Plans. When applicable

law requires an inspection to be made by City at a particular stage of the work of constructing and installing such improvements, CITY shall be given timely notice of SUBDIVIDER's readiness for such inspection and SUBDIVIDER shall not proceed with additional work until the inspection has been made and the work approved. SUBDIVIDER shall bear all costs of inspection and certification. No improvements shall be deemed completed until accepted by the City Council pursuant to Section (17) herein.

6. Release of Securities. The securities required by this Agreement shall be released as following:
 - a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.
 - b. The City Engineer may release a portion of the security given for faithful performance of improvement work as the improvement progresses upon application thereof by the SUBDIVIDER; provided, however, that no such release shall be for an amount less than twenty-five percent (25%) of the total improvement security given for faithful performance of the improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total improvement security given for faithful performance until final completion and acceptance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.
 - c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after completion and acceptance

of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section (10), the warranty period shall not commence until formal final acceptance of all the work and improvements by the City Council.

e. CITY may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. Injury to Public Improvements, Public Property or Public Utilities Facilities. SUBDIVIDER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monument which are destroyed or damaged as a result of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

8. Permits. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain all necessary permits and licenses for the construction and installation of the

improvements, give all necessary notices and pay all fees and taxes required by law.

9. Default of SUBDIVIDER.

a. Default of SUBDIVIDER shall include, but not be limited to,

- (1) SUBDIVIDER's failure to timely commence construction of this Agreement;
- (2) SUBDIVIDER's failure to timely complete construction of the improvements;
- (3) SUBDIVIDER's failure to timely cure any defect in the improvements;
- (4) SUBDIVIDER's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
- (5) SUBDIVIDER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which SUBDIVIDER fails to discharge within thirty (30) days; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (6) SUBDIVIDER's failure to perform any other obligation under this Agreement.

b. CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy

available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY's damages for SUBDIVIDER's default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

In the event of SUBDIVIDER's default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

- c. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against all the lots in the SUBDIVISION, or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this subsection (c) is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER's breach shall be in the discretion of CITY.
- d. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses

incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

- e. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.

10. Warranty. SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by SUBDIVIDER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should SUBDIVIDER fail to act promptly or in accordance with this requirement, SUBDIVIDER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs.
11. SUBDIVIDER Not Agent of CITY. Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors or subcontractors are or shall be

considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

12. Injury to Work. Until such time as the improvements are accepted by CITY, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, SUBDIVIDER will be responsible for the care, maintenance of, and any damage to such improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.

13. Environmental Warranty. Prior to the acceptance of any dedications or improvements by CITY, SUBDIVIDER shall certify and warrant that neither the property to be dedicated nor SUBDIVIDER is in violation of any environmental law and neither the property to be dedicated nor the SUBDIVIDER is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither SUBDIVIDER nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. SUBDIVIDER has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. SUBDIVIDER's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. SUBDIVIDER shall give prompt written notice to CITY at the address set forth herein of:

- a. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;
 - b. Any claims made or threatened by any third party against CITY or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and,
 - c. SUBDIVIDER's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which is it is intended, transferability or suit under any environmental law.
14. Other Agreements. Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.
15. SUBDIVIDER'S Obligation to Warn Public During Construction. Until formal final acceptance of the improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.
16. Vesting of Ownership. Upon formal final acceptance of the work by CITY and recordation of the Resolution of Acceptance of Public Improvements,

ownership of the improvements constructed pursuant to this Agreement shall vest in CITY.

17. Final Acceptance of Work. Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act upon the Engineer's recommendation within sixty (60) days from the date the City Engineer certifies that the work has been finally completed, as provided in Section (6). Such acceptance shall not constitute a waiver of defects by CITY.

18. Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. SUBDIVIDER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said SUBDIVISION, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public improvements. Acceptance by CITY of the improvements shall not

constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After acceptance of the improvements, the SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, SUBDIVIDER shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following the acceptance by CITY of the improvements. It is the intent of this Section that SUBDIVIDER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this Section.

SUBDIVIDER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.

19. Personal Nature of SUBDIVIDER'S Obligations. All of SUBDIVIDER's obligations under this agreement are and shall remain the personal obligations of SUBDIVIDER notwithstanding a transfer of all or any part of the property within the SUBDIVISION subject to this Agreement, and SUBDIVIDER shall not be entitled to assign its obligations under this

Agreement to any transferee of all or any part of the property within the SUBDIVISION or to any other third party without the express written consent of CITY.

20. Sale or Disposition of SUBDIVISION. Seller or other SUBDIVIDER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the SUBDIVIDER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the SUBDIVIDER of the obligations under Section (18) for the work or improvement done by SUBDIVIDER.
21. Time of the Essence. Time is of the essence in the performance of this Agreement.
22. Time for Commencement of Work; Time Extensions. SUBDIVIDER shall commence substantial construction of the improvements required by this Agreement not later than six (6) months after the date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to SUBDIVIDER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar political actions which prevents the conducting of work, which SUBDIVIDER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for and

extension of the time for completion. As a condition of such extension, the City Engineer may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

23. No Vesting of Rights. Performance by SUBDIVIDER of this Agreement shall not be construed to vest SUBDIVIDER's rights with respect to any change in any zoning or building law or ordinance.
24. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

Notice to CITY:

City of Palm Desert
73-510 Fred Waring Drive Palm
Desert, California 92260
Attn: Director of Development
Services

Notice to SUBDIVIDER:

Pulte Home Company, LLC

27401 Los Altos, Suite 400

Mission Viejo, CA 92691

Attn: David Dewegeli

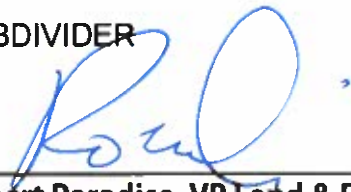
Notice to SURETY:

25. Compliance With Laws. SUBDIVIDER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the improvements and land development work required by this Agreement. To the extent improvements to be constructed by SUBDIVIDER or under the direction of SUBDIVIDER hereunder are considered to be a public work requiring the payment of prevailing wages and compliance with other prevailing wage laws under Labor Code Sections 1720 et seq., SUBDIVIDER shall cause the contractor and subcontractors to pay prevailing wages and to comply with all other prevailing wage laws pursuant to California Labor Code Sections 1720 et seq. and implementing regulations of the California Department of Industrial Relations and comply with any other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations. SUBDIVIDER shall indemnify, defend, protect and hold harmless City, its agents, elected officials, officers, employees and independent consultants from and against any third party claim, cause of action, administrative or judicial proceeding or enforcement action of any kind arising out of or resulting from SUBDIVIDER or its contractors and subcontractors' alleged or actual failure to comply with prevailing wage law.

26. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
27. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.
28. Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.
29. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.
30. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.
31. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.
32. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Riverside, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date hereinabove first written; by CITY, by and through its Mayor.

SUBDIVIDER



Robert Paradise, VP Land & Development
SUBDIVIDER
(Proper Notarization of SUBDIVIDER's
signature is required and shall be attached)

CITY OF PALM DESERT

By: _____
TODD HILEMAN, CITY MANAGER

ATTEST:

ANTHONY J. MEJIA, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

ACKNOWLEDGEMENT

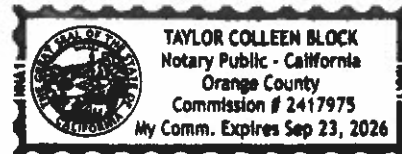
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange } ss.

On April 26, 2024, before me, Taylor Colleen Block, a Notary Public, personally appeared Robert Paradise, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Taylor Colleen Block

SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: _____, 20__

NAME OF SUBDIVIDER: **Pulte Home Company, LLC**

(
(Referred to as "SUBDIVIDER").

NAME OF SUBDIVISION: **Del Webb Explore Palm Desert (Refuge)** No. of Lots: **197 Lots**

(Referred to as "SUBDIVISION")

TENTATIVE MAP RESOLUTION OF APPROVAL NO.: **2841** (TM No: **38434**)
(Referred to as "Resolution of Approval") **(Phase 2)**

IMPROVEMENT PLANS APPROVED ON: _____
(Referred to as Improvement Plans)

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$ **\$3,344,559 (Per Approved Engineer Estimate - Dated 7/3/24)**

ESTIMATED TOTAL COST OF MONUMENTATION: **\$67,965 (Per Approved Engineer Estimate - Dated 7/5/24)**

SURETY:
BOND NOS: _____

SURETY: _____

-OR-

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. _____

FINANCIAL INSTITUTION: _____

-OR-

CASH/CERTIFICATE OF DEPOSIT, AGREEMENT DATED: _____

FINANCIAL INSTITUTION: _____

This Agreement is made and entered into by and between the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the SUBDIVIDER.

RECITALS

- A. SUBDIVIDER has presented to CITY for approval and recordation, a final subdivision map of a proposed SUBDIVISION pursuant to provisions of the Subdivision Map Act of the State of California and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."
- B. A tentative map of the SUBDIVISION has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this Agreement by reference.
- C. The Subdivision Laws establish as a condition precedent to the approval of a final map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (a) completed, in compliance with CITY standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval or (b) have entered into a secured agreement with CITY to complete the improvements and land development within a period of time specified by CITY.
- D. In consideration of the approval of a final map for the SUBDIVISION by the City Council, SUBDIVIDER desires to enter into this Agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER's own expense, all the public improvement work required by CITY in connection with the proposed SUBDIVISION. SUBDIVIDER has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.
- E. Complete Improvement Plans for the construction, installation, and completion of the improvements have been prepared by SUBDIVIDER and approved by the City Engineer. The Improvement Plans numbered as referenced previously in this

Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

- F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.
- G. CITY has adopted standards for the construction and installation of improvements within the CITY. The Improvement Plans have been prepared in conformance with CITY standards in effect on the date of the Resolution of Approval.
- H. All public improvement monuments, street signs, and stakes as specified on the final map are to be completed prior to final formal acceptance by the City Council. Individual property monuments must be installed within one year from the formal final Council acceptance of said SUBDIVISION.
- I. SUBDIVIDER recognizes that by approval of the final map for SUBDIVISION, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER's failure to perform its obligations to commence construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City

Council of the final map of the SUBDIVISION, SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER's Obligation to Construct Improvements.

SUBDIVIDER shall:

- a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.
- b. Complete at SUBDIVIDER's own expense, all the public improvement work required by the Resolution of Approval in conformance with approved Improvement Plans within one year from date of execution of this Agreement; provided however, that the improvements shall not be deemed to be completed until accepted by City Council as provided in Section (17) herein.
- c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans.
- d. Acquire, or pay the cost of acquisition by CITY, and dedicate all rights-of-way, easements and other interests in real property for construction and installation of the public improvements, free and clear of all liens and encumbrances. The SUBDIVIDER's obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private sanitary sewer, domestic water, drainage, and/or utility easements or authorization to accommodate the SUBDIVISION.
- e. Commence construction of the improvements by the time established in Section (22) of this Agreement and complete the improvements by the deadline stated in Section (1)(b) above, unless a time extension is granted by the CITY as authorized in Section (22).

- f. Install all SUBDIVISION public improvement monuments required by law and prior to formal final acceptance of the public improvements by CITY. Individual property monuments shall be installed within one year of said acceptance.
 - g. Install street name signs conforming to CITY standards. Permanent street name signs shall be installed before acceptance of the improvements by CITY.
2. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land use development work contemplated by this Agreement is to be constructed or installed on land not owned by CITY or SUBDIVIDER, no construction or installation shall be commenced before:
- a. The offer of dedication to CITY of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or
 - b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or
 - c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with the order of possession.

Nothing in this Section (2) shall be construed as authorizing or granting an extension of time to SUBDIVIDER.

3. Security. SUBDIVIDER shall at all times guarantee SUBDIVIDER's performance by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

- a. to assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and
- b. to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the improvements required to be constructed and installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and
- c. to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and
- d. SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of one hundred percent (100%) of the estimated cost of setting SUBDIVISION monuments as stated previously in this Agreement in Section (1)(f) for a period of one year plus thirty (30) days from formal acceptance by the City Council.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

4. Alterations to Improvement Plans.

- a. Any changes, alterations or additions to the Improvement Plans not exceeding ten percent (10%) of the original estimated cost of the improvements, which are mutually agreed upon by CITY and SUBDIVIDER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, SUBDIVIDER shall provide improvement security for faithful performance as required by Section (3) of this Agreement for one hundred percent (100%) of the total estimated cost of the improvements as changed, altered, or amended, minus any completed partial releases allowed by Section (6) of this Agreement.
 - b. The SUBDIVIDER shall construct the improvements in accordance with CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right to modify the standards applicable to the SUBDIVISION and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If SUBDIVIDER requests and is granted an extension of time for completion of the improvements, CITY may apply the standards in effect at the time of the extension.
5. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the public improvements by CITY inspectors and to the shops wherein any work is in preparation. Upon completion of the work, SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted by the City Council unless all aspects of the work have been inspected and completed in accordance with the Improvement Plans. When applicable

law requires an inspection to be made by City at a particular stage of the work of constructing and installing such improvements, CITY shall be given timely notice of SUBDIVIDER's readiness for such inspection and SUBDIVIDER shall not proceed with additional work until the inspection has been made and the work approved. SUBDIVIDER shall bear all costs of inspection and certification. No improvements shall be deemed completed until accepted by the City Council pursuant to Section (17) herein.

6. Release of Securities. The securities required by this Agreement shall be released as following:

- a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.
- b. The City Engineer may release a portion of the security given for faithful performance of improvement work as the improvement progresses upon application thereof by the SUBDIVIDER; provided, however, that no such release shall be for an amount less than twenty-five percent (25%) of the total improvement security given for faithful performance of the improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total improvement security given for faithful performance until final completion and acceptance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.
- c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after completion and acceptance

of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

- d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section (10), the warranty period shall not commence until formal final acceptance of all the work and improvements by the City Council.
- e. CITY may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

- 7. Injury to Public Improvements, Public Property or Public Utilities Facilities. SUBDIVIDER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monument which are destroyed or damaged as a result of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.
- 8. Permits. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain all necessary permits and licenses for the construction and installation of the

improvements, give all necessary notices and pay all fees and taxes required by law.

9. Default of SUBDIVIDER.

a. Default of SUBDIVIDER shall include, but not be limited to,

- (1) SUBDIVIDER's failure to timely commence construction of this Agreement;
- (2) SUBDIVIDER's failure to timely complete construction of the improvements;
- (3) SUBDIVIDER's failure to timely cure any defect in the improvements;
- (4) SUBDIVIDER's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
- (5) SUBDIVIDER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which SUBDIVIDER fails to discharge within thirty (30) days; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (6) SUBDIVIDER's failure to perform any other obligation under this Agreement.

b. CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy

available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY's damages for SUBDIVIDER's default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

In the event of SUBDIVIDER's default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

- c. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against all the lots in the SUBDIVISION, or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this subsection (c) is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER's breach shall be in the discretion of CITY.
- d. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses

incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

- e. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.

10. Warranty. SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by SUBDIVIDER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should SUBDIVIDER fail to act promptly or in accordance with this requirement, SUBDIVIDER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs.
11. SUBDIVIDER Not Agent of CITY. Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors or subcontractors are or shall be

considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

12. Injury to Work. Until such time as the improvements are accepted by CITY, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, SUBDIVIDER will be responsible for the care, maintenance of, and any damage to such improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.

13. Environmental Warranty. Prior to the acceptance of any dedications or improvements by CITY, SUBDIVIDER shall certify and warrant that neither the property to be dedicated nor SUBDIVIDER is in violation of any environmental law and neither the property to be dedicated nor the SUBDIVIDER is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither SUBDIVIDER nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. SUBDIVIDER has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. SUBDIVIDER's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. SUBDIVIDER shall give prompt written notice to CITY at the address set forth herein of:

- a. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;
 - b. Any claims made or threatened by any third party against CITY or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and,
 - c. SUBDIVIDER's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which is it is intended, transferability or suit under any environmental law.
14. Other Agreements. Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.
15. SUBDIVIDER'S Obligation to Warn Public During Construction. Until formal final acceptance of the improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.
16. Vesting of Ownership. Upon formal final acceptance of the work by CITY and recordation of the Resolution of Acceptance of Public Improvements,

ownership of the improvements constructed pursuant to this Agreement shall vest in CITY.

17. Final Acceptance of Work. Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act upon the Engineer's recommendation within sixty (60) days from the date the City Engineer certifies that the work has been finally completed, as provided in Section (6). Such acceptance shall not constitute a waiver of defects by CITY.

18. Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. SUBDIVIDER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said SUBDIVISION, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public improvements. Acceptance by CITY of the improvements shall not

constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After acceptance of the improvements, the SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, SUBDIVIDER shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following the acceptance by CITY of the improvements. It is the intent of this Section that SUBDIVIDER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this Section.

SUBDIVIDER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.

19. Personal Nature of SUBDIVIDER'S Obligations. All of SUBDIVIDER's obligations under this agreement are and shall remain the personal obligations of SUBDIVIDER notwithstanding a transfer of all or any part of the property within the SUBDIVISION subject to this Agreement, and SUBDIVIDER shall not be entitled to assign its obligations under this

- Agreement to any transferee of all or any part of the property within the SUBDIVISION or to any other third party without the express written consent of CITY.
20. Sale or Disposition of SUBDIVISION. Seller or other SUBDIVIDER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the SUBDIVIDER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the SUBDIVIDER of the obligations under Section (18) for the work or improvement done by SUBDIVIDER.
 21. Time of the Essence. Time is of the essence in the performance of this Agreement.
 22. Time for Commencement of Work; Time Extensions. SUBDIVIDER shall commence substantial construction of the improvements required by this Agreement not later than six (6) months after the date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to SUBDIVIDER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar political actions which prevents the conducting of work, which SUBDIVIDER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for and

extension of the time for completion. As a condition of such extension, the City Engineer may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

23. No Vesting of Rights. Performance by SUBDIVIDER of this Agreement shall not be construed to vest SUBDIVIDER's rights with respect to any change in any zoning or building law or ordinance.
24. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

Notice to CITY:

City of Palm Desert
73-510 Fred Waring Drive Palm
Desert, California 92260
Attn: Director of Development
Services

Notice to SUBDIVIDER:

Pulte Home Company, LLC

27401 Los Altos, Suite 400

Mission Viejo, CA 92691

Attn: David Dewegeli

Notice to SURETY:

25. Compliance With Laws. SUBDIVIDER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the improvements and land development work required by this Agreement. To the extent improvements to be constructed by SUBDIVIDER or under the direction of SUBDIVIDER hereunder are considered to be a public work requiring the payment of prevailing wages and compliance with other prevailing wage laws under Labor Code Sections 1720 et seq., SUBDIVIDER shall cause the contractor and subcontractors to pay prevailing wages and to comply with all other prevailing wage laws pursuant to California Labor Code Sections 1720 et seq. and implementing regulations of the California Department of Industrial Relations and comply with any other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations. SUBDIVIDER shall indemnify, defend, protect and hold harmless City, its agents, elected officials, officers, employees and independent consultants from and against any third party claim, cause of action, administrative or judicial proceeding or enforcement action of any kind arising out of or resulting from SUBDIVIDER or its contractors and subcontractors' alleged or actual failure to comply with prevailing wage law.

26. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
27. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.
28. Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.
29. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.
30. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.
31. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.
32. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Riverside, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date hereinabove first written; by CITY, by and through its Mayor.

SUBDIVIDER



Darren Warren, VP Land Acquisition and Land

SUBDIVIDER

(Proper Notarization of SUBDIVIDER's signature is required and shall be attached)

CITY OF PALM DESERT

By: _____
TODD HILEMAN, CITY MANAGER

ATTEST:

ANTHONY J. MEJIA, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

ACKNOWLEDGEMENT

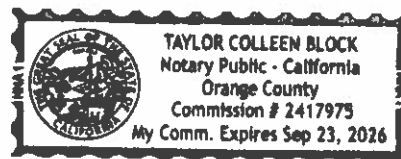
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 } ss.
 County of Orange }

On July 8, 2024, before me, Taylor Colleen Block, a Notary Public, personally appeared Darren Warren, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Taylor Colleen Block

SUBDIVISION IMPROVEMENT AGREEMENT Bond No. 0259685

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. TR38434 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 20__, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Berkley Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of THREE MILLION THREE HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$ 3,379,278.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and

specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.


IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of April, 2024.

(Corporate Seal)

Pulte Home Company, LLC
Principal
By SEE ATTACHED

Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Berkley Insurance Company
Surety
By 
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jeremy Polk, Attorney-in-Fact

The rate of premium on this bond is \$3.75 per thousand. The total amount of premium charges is \$ 12,672.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Berkley Insurance Company
475 Steamboat Rd
Greenwich, CT 06830

(Name and Address of Agent or Representative for service of process in California, if different from above)

Denise Eby
4 Hutton Centre Dr, Suite 640
Santa Ana, CA 92707

(Telephone number of Surety and Agent or Representative for service of process in California)

657-356-2894

executed this 25th day of April, 2024.

Pulte Home Company, LLC

PRINCIPAL

A handwritten signature in black ink, appearing to read "Gregory S. Rives", is written over a horizontal line.

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

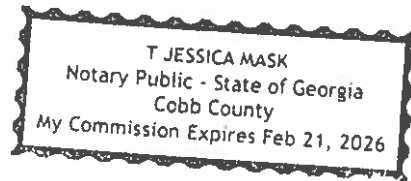
COUNTY OF COBB)

This record was acknowledged before me on April 25, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

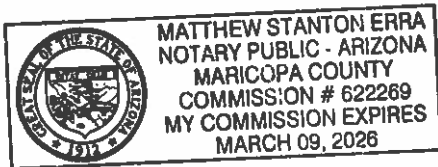
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 4/25/2024 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



A handwritten signature in blue ink, appearing to read 'M. # E', written over a horizontal line.

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jeremy Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of April, 2023.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of April, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature of Maria C. Rundbaken]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

under my hand and seal of the Company, this 25th day of April, 2024.



[Signature of Vincent P. Forte]
Vincent P. Forte

SUBDIVISION IMPROVEMENT AGREEMENT

Bond No. 0259685

PAYMENT (LABOR AND MATERIALS) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. TR38434 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 20__, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement before entering upon the performance of the work to provide a good and sufficient payment bond to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code.

NOW, THEREFORE, Principal and Berkley Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Improvement Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code in the sum of THREE MILLION THREE HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$ 3,379,278.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for labor performed and materials provided in connection with the performance of the Improvement Agreement and construction of the Public Improvements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of April, 2024.

(Corporate Seal)

Pulte Home Company, LLC
Principal

By SEE ATTACHED

Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Berkley Insurance Company
Surety

By 
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jeremy Polk, Attorney-in-Fact

The rate of premium on this bond is N/A per thousand. The total amount of premium charges is \$ Included w/ performance bond.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Berkley Insurance Company
475 Steamboat Rd
Greenwich, CT 06830

(Name and Address of Agent or Representative for service of process in California, if different from above)

Denise Eby
4 Hutton Centre Dr, Suite 640
Santa Ana, CA 92707

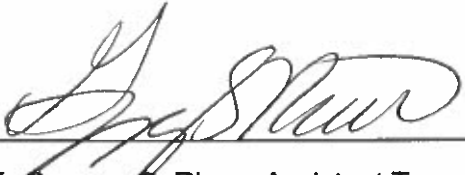
(Telephone number of Surety and Agent or Representative for service of process in California)

657-356-2894

executed this 25th day of April, 2024.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL


STATE OF GEORGIA)

) ss.

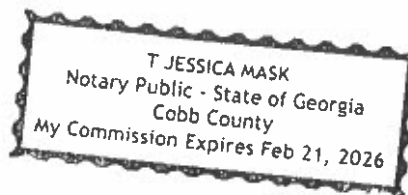
COUNTY OF COBB)

This record was acknowledged before me on April 25, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

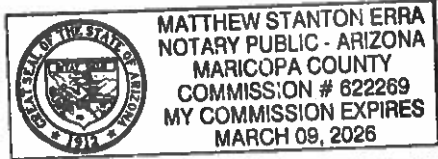
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 4/25/2024 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



A handwritten signature in blue ink, appearing to read 'M. Erra', written over a horizontal line.

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jeremy Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of April, 2023.

Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President



STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of April, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 25th day of April, 2024.

Vincent P. Forte



**ENGINEER'S OPINION OF PROBABLE COSTS FOR
DEL WEBB EXPLORE AT PALM DESERT STREET AND STORM DRAIN
IMPROVEMENTS**

Prepared for:
Pulte Home Company, LLC
27401 Los Altos, Suite 400
Mission Viejo CA 92691

Tract Map No. 38434-1

Project Location:
North of Frank Sinatra Drive
in the City of Palm Desert

April 11, 2023

MSA JOB #2636



MSA CONSULTING, INC.

Civil Engineering • Land Surveying • Landscape Architecture
Planning • Environmental Services • Dry Utility Coordination • GIS

34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Street				
Install 3" A.C. Pavement Over 6" Class II Aggregate Base	SF	382,333	\$4.00	\$1,529,332.00
Install Decorative Pavement, Color and Type Per Landscape Architect's Plans. See Detail on Sheet 16	SF	5,585	\$15.00	\$83,775.00
Construct 6" Curb and Gutter Type I Per City of Palm Desert Standard Plan No. 102	LF	4,455	\$18.00	\$80,190.00
Construct 6" Curb Type II Per City of Palm Desert Standard Plan No. 103	LF	2,490	\$15.00	\$37,350.00
Construct 6" Wedge Curb. See Detail A on Sheet 16	LF	9,840	\$18.00	\$177,120.00
Construct 6" Mountable Curb. See Detail B on Sheet 16	LF	460	\$15.00	\$6,900.00
Construct Curb Transition (Wedge Curb to Curb and Gutter) Per Detail on Sheet 16	EA	49	\$125.00	\$6,125.00
Construct Cross Gutter Type II Per City of Palm Desert Standard Plan No. 108 with Modified Slope as Shown in Detail on Sheet No. 16	SF	6,680	\$10.00	\$66,800.00
Construct Sidewalk Per City of Palm Desert Standard Plan No. 104	SF	88,920	\$5.00	\$444,600.00
Construct Curb Ramp Case A Per County of Riverside Std. No. 403	EA	22	\$2,500.00	\$55,000.00
Construct Curb Ramp Case C Per County of Riverside Std. No. 403	EA	4	\$2,500.00	\$10,000.00
Construct Curb Ramp Case D Per County of Riverside Std. No. 403	EA	9	\$2,500.00	\$22,500.00
Const. Combination Curb Inlet Catch Basin No. 1 Per County of Riverside Std. Dwg. No. 300, See Plan For W. (Modified; 2" Wide Per City Direction)	EA	14	\$5,000.00	\$70,000.00

Construct Gutter Depression for Combination Grate Opening Catch Basin Per County of Riverside Std. Dwg. No. 311 (Modified; 2' Wide Per City Direction)	EA	14	\$240.00	\$3,360.00
Install Stop Legend, Limit Line, Sign Post, Stop Sign and Street Name Sign Per Stop Sign Legend and Sign Post Detail on Sheet No. 14	EA	13	\$800.00	\$10,400.00
Sawcut and Join Existing Pavement Per Overlay Join Detail on Sheet No. 16	LF	220	\$3.00	\$660.00
Adjust Water Valve To Grade Per CVWD Standard And Specifications, See Separate Proposed Water Plans	EA	37	\$300.00	\$11,100.00
Adjust Sewer Manhole To Grade Per CVWD Standards And Specifications, See Separate Proposed Sewer Plans	EA	52	\$600.00	\$31,200.00
Install 4" A.C. Pavement Over 6" Class II Aggregate Base (Fire Access Road)	SF	20,610	\$4.00	\$82,440.00
Storm Drain				
Furnish and Install 18" HDPE Storm Drain. See HDPE Typical Trench Section Sheet 20	LF	545	\$40.00	\$21,800.00
Furnish and Install 24" HDPE Storm Drain. See HDPE Typical Trench Section Sheet 20	LF	270	\$50.00	\$13,500.00
Furnish and Install 30" HDPE Storm Drain. See HDPE Typical Trench Section Sheet 20	LF	1,165	\$60.00	\$69,900.00
Furnish and Install 36" HDPE Storm Drain. See Typical Trench Section Sheet 20	LF	550	\$70.00	\$38,500.00
Furnish and Install 18" x 11.25° HDPE Bend	EA	1	\$400.00	\$400.00
Furnish and Install 18" x 45° HDPE Bend	EA	1	\$400.00	\$400.00

Furnish and Install 30" x 45° HDPE Bend	EA	1	\$600.00	\$600.00
Furnish and Install 30" x 18" HDPE WYE	EA	1	\$600.00	\$600.00
Furnish and Install 30" HDPE End Cap	EA	1	\$600.00	\$600.00
Furnish and Install 18" HDPE End Outlet Structure	EA	2	\$600.00	\$1,200.00
Furnish and Install 36" HDPE Flared End Outlet Structure	EA	1	\$650.00	\$650.00
Furnish and Install 60" Inside Diameter Manhole Per CVWD Dwg. Std. S-5	EA	5	\$6,000.00	\$30,000.00
Furnish and Install 72" Inside Diameter Manhole Per CVWD Dwg. Std. S-5	EA	2	\$8,000.00	\$16,000.00
Construct Concrete Collar Per R.C.F.C.D. Std. Dwg. No. M803	EA	1	\$1,500.00	\$1,500.00
Construct Rip-Rap Energy Dissipater Pad Per City of San Diego Dwg. No. SDD-104 and Detail on Sheet No. 17 and 20	EA	3	\$2,000.00	\$6,000.00
Construct Storm Drain Bubbler Outlet Per Detail on Sheet No. 20	EA	2	\$1,500.00	\$3,000.00
Install Inlet Structure Per Detail A on Sheet 20	EA	1	\$5,000.00	\$5,000.00
SUBTOTAL OF STREET AND STORM DRAIN IMPROVEMENTS				\$2,938,502.00
15% CONTINGENCY				\$440,775.30
TOTAL				\$3,379,277.30

Assumptions:

1. These quantities are based on the Del Webb Explore at Palm Desert Street and Storm Drain Improvement Plan completed on 04/03/2024.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.

3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

SUBDIVISION IMPROVEMENT AGREEMENT

SURVEY MONUMENTS BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for the setting of survey monumentation as shown in Parcel/Tract Map No. TR38434, which is not to be completed prior to the recording of the final map or parcel map;

WHEREAS, the survey monumentation to be performed by Principal is more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 20__, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond to insure the setting of the monuments as required therein and payment to the Engineer or Surveyor who sets such monuments thereunder.

NOW, THEREFORE, Principal and Berkley Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of FORTY SIX THOUSAND FIVE HUNDRED SEVENTY FIVE AND 00/100 (\$ 46,575.00), said sum being not less than one hundred percent (100%) of the total cost of the setting of monuments as set forth in the Improvement Agreement and payment due to the Engineer or Surveyor for setting such monuments, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties for the setting of survey monumentation in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and

specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.


This bond is executed and filed to comply with Section 66496 of the California Government Code as security for installation and payment of survey monumentation as set forth in the Improvement Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of May, 2024.

(Corporate Seal)

Pulte Home Company, LLC
Principal
By **SEE ATTACHED**
Gregory S. Rives
Title Assistant Treasurer

(Corporate Seal)

Berkley Insurance Company
Surety
By 
Attorney-in-Fact
Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \$3.75 per thousand. The total amount of premium charges is \$ 175.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Berkley Insurance Company
475 Steamboat Rd
Greenwich, CT 06830

(Name and Address of Agent or Representative for service of process in California, if different from above)

Denise Eby
4 Hutton Centre Dr, Suite 640
Santa Ana, CA 92707

(Telephone number of Surety and Agent or Representative for service of process in California)

657-356-2894

executed this 9th day of May, 2024.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

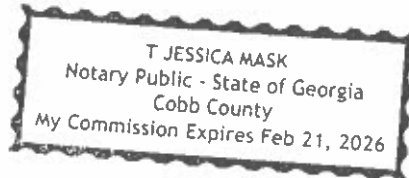
STATE OF GEORGIA)

) ss.

COUNTY OF COBB)

This record was acknowledged before me on May 9, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.





Signature of Notary Public

T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

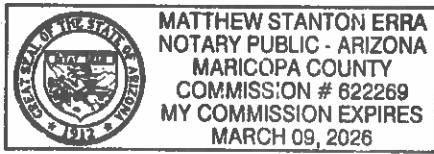
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 5/9/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Matthew Stanton Erra

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Jeremy Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of April, 2023



Attest:
By [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By [Signature]
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of April, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 9th day of May, 2024
[Signature]
Vincent P. Forte

**ENGINEER'S OPINION OF PROBABLE COSTS FOR
DEL WEBB EXPLORE AT PALM DESERT MONUMENTATION**

Prepared for:
Pulte Home Company, LLC
27401 Los Altos, Suite 400
Mission Viejo CA 92691

Tract Map No. 38434-1

Project Location:
North of Frank Sinatra Drive
in the City of Palm Desert

April 26, 2024

MSA JOB #2636



MSA CONSULTING, INC.

Civil Engineering • Land Surveying • Landscape Architecture
Planning • Environmental Services • Dry Utility Coordination • GIS

34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Street				
Monumentation	LOT	135	\$300.00	\$40,500.00
SUBTOTAL OF MONUMENTATION				\$40,500.00
15% CONTINGENCY				\$6,075.00
TOTAL				\$46,575.00

Assumptions:

1. These quantities are based on the Del Webb Explore at Palm Desert Final Tract Map 38434-1 completed on 04/25/2024.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

SUBDIVISION IMPROVEMENT AGREEMENT

PAYMENT (LABOR AND MATERIALS) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 38434 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 20__, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement before entering upon the performance of the work to provide a good and sufficient payment bond to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Improvement Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code in the sum of Three Million Three Hundred Forty Four Thousand Five Hundred Fifty Nine and 00/100 DOLLARS (\$ 3,344,559.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

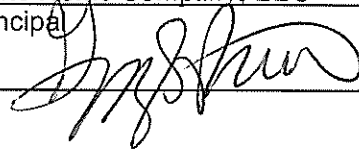
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

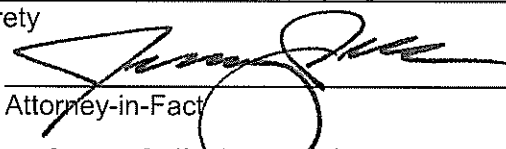
This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for labor performed and materials provided in connection with the performance of the Improvement Agreement and construction of the Public Improvements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of July, 2024.

(Corporate Seal)

Pulte Home Company, LLC
Principal
By 
Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Hartford Fire Insurance Company
Surety
By 
Attorney-in-Fact
Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is N/A per thousand. The total amount of premium charges is \$ N/A.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

(Name and Address of Agent or Representative for service of process in California, if different from above)

Jeremy Polk c/o USI Insurance Servicese, LLC
10940 White Rock Rd, 2nd Floor
Rancho Cordova, CA 95670

(Telephone number of Surety and Agent or Representative for service of process in California)

602-505-6880

ACKNOWLEDGEMENT BY PRINCIPAL

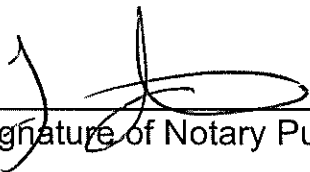
STATE OF GEORGIA)

) ss.

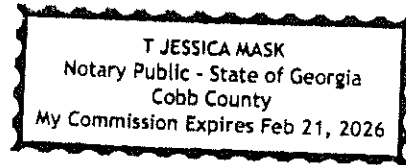
COUNTY OF COBB)

This record was acknowledged before me on July 5th, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



*T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026*

ACKNOWLEDGEMENT

State of Arizona

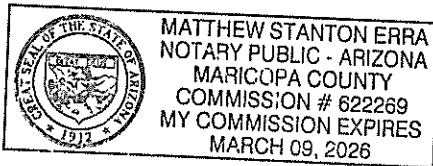
County of Maricopa

On 7/5/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature



Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC
 Agency Code: 59-300168

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, *up to the amount of* Unlimited :
 Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 5th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

SUBDIVISION IMPROVEMENT AGREEMENT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 38434 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 20__, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Million Three Hundred Forty Four Thousand Five Hundred Fifty Nine and 00/100 DOLLARS (\$ 3,344,559.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

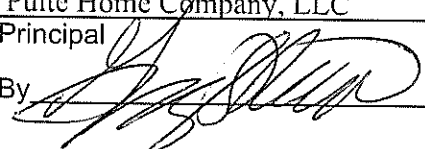
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and

specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

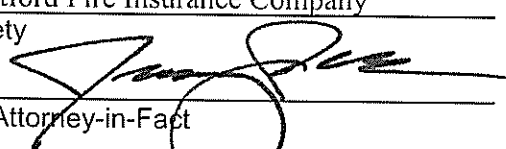
This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of July, 20 24.

(Corporate Seal)

Pulte Home Company, LLC
Principal
By 
Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Hartford Fire Insurance Company
Surety
By 
Attorney-in-Fact
Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \$3.90 per thousand. The total amount of premium charges is \$ 13,044.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

(Name and Address of Agent or Representative for service of process in California, if different from above)

Jeremy Polk c/o USI Insurance Services, LLC
10940 White Rock Rd, 2nd Floor
Rancho Cordova, CA 95670

(Telephone number of Surety and Agent or Representative for service of process in California)

602-505-6880

ACKNOWLEDGEMENT BY PRINCIPAL

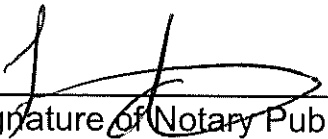
STATE OF GEORGIA)

) ss.

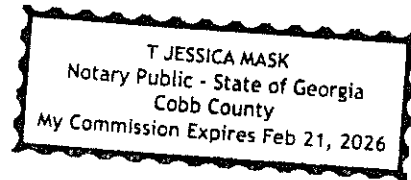
COUNTY OF COBB)

This record was acknowledged before me on July 5th, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

ACKNOWLEDGEMENT

State of Arizona

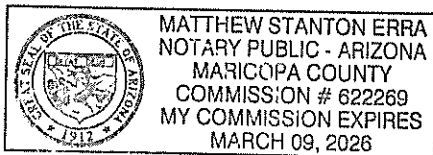
County of Maricopa

On 7/5/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature



Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC
Agency Code: 59-300168

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 5th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

**ENGINEER'S OPINION OF PROBABLE COSTS FOR
DEL WEBB EXPLORE AT PALM DESERT STREET AND STORM DRAIN
IMPROVEMENTS**

APPROVED
C.F. 07/03/2024

Prepared for:
Pulte Home Company, LLC
27401 Los Altos, Suite 400
Mission Viejo CA 92691

Tract Map No. 38434

Project Location:
North of Frank Sinatra Drive
in the City of Palm Desert

June 26, 2024

MSA JOB #2636



MSA CONSULTING, INC.

Civil Engineering • Land Surveying • Landscape Architecture
Planning • Environmental Services • Dry Utility Coordination • GIS

34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Street				
Install 3" A.C. Pavement Over 6" Class II Aggregate Base	SF	231,173	\$4.00	\$924,692.00
Install Decorative Pavement, Color and Type Per Landscape Architect's Plans.	SF	4,580	\$15.00	\$68,700.00
Construct 6" Curb and Gutter Type I Per City of Palm Desert Standard Plan No. 102	LF	1,260	\$40.00	\$50,400.00
Construct 6" Wedge Curb.	LF	12,815	\$40.00	\$512,600.00
Construct 6" Mountable Curb.	LF	314	\$35.00	\$10,990.00
Construct Curb Transition (Wedge Curb to Curb and Gutter)	EA	17	\$150.00	\$2,550.00
Construct Cross Gutter Type II Per City of Palm Desert Standard Plan No. 108 with Modified Slope	SF	2,978	\$20.00	\$59,560.00
Construct Sidewalk Per City of Palm Desert Standard Plan No. 104	SF	84,410	\$6.00	\$506,460.00
Construct Curb Ramp Case A Per County of Riverside Std. No. 403	EA	6	\$6,000.00	\$36,000.00
Construct Curb Ramp Case C Per County of Riverside Std. No. 403	EA	18	\$6,000.00	\$108,000.00
Construct Curb Inlet Catch Basin Per County of Riverside Std. Dwg. No. 300, See Plan For W and H	EA	12	\$10,000.00	\$120,000.00
Construct Gutter Depression for Curb Opening Catch Basin Per County of Riverside Std. Dwg. No. 311	EA	12	\$2,000.00	\$24,000.00
Install Stop Legend, Limit Line, Sign Post, Stop Sign and Street Name Sign	EA	6	\$800.00	\$4,800.00

Adjust Water Valve To Grade Per CVWD Standards And Specifications, See Separate Proposed Water Plans	EA	51	\$800.00	\$40,800.00
Adjust Sewer Manhole To Grade Per CVWD Standards And Specifications, See Separate Proposed Sewer Plans	EA	41	\$800.00	\$32,800.00
Construct Spillway/Access Ramp	EA	4	\$2,500.00	\$10,000.00
Storm Drain				
Furnish and Install 18" HDPE Storm Drain.	LF	1,578	\$80.00	\$126,240.00
Furnish and Install 30" HDPE Storm Drain.	LF	638	\$180.00	\$114,840.00
Furnish and Install 18" x 45° HDPE Bend	EA	3	\$400.00	\$1,200.00
Furnish and Install 18" HDPE Flared End Outlet Structure	EA	5	\$1,000.00	\$5,000.00
Furnish and Install 60" Inside Diameter Manhole Per CVWD Dwg. Std. S-5	EA	5	\$4,500.00	\$22,500.00
Install Rock Energy Dissipator per RCFC & WCD Std. Dwg. No. JS333	EA	5	\$500.00	\$2,500.00
Install Inlet Structure	EA	1	\$2,500.00	\$2,500.00
SUBTOTAL OF STREET AND STORM DRAIN IMPROVEMENTS				\$2,787,132.00
20% CONTINGENCY				\$557,426.40
TOTAL				\$3,344,558.40

Assumptions:

1. These quantities are based on the Del Webb Explore at Palm Desert Street and Storm Drain Improvement Plan completed on 05/24/2024.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

SUBDIVISION IMPROVEMENT AGREEMENT

SURVEY MONUMENTS BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for the setting of survey monumentation as shown in Parcel/Tract Map No. 38434, which is not to be completed prior to the recording of the final map or parcel map;

WHEREAS, the survey monumentation to be performed by Principal is more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 20__, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond to insure the setting of the monuments as required therein and payment to the Engineer or Surveyor who sets such monuments thereunder.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Sixty Seven Thousand Six Hundred Ninety Five and 00/100 (\$ 67,695.00), said sum being not less than one hundred percent (100%) of the total cost of the setting of monuments as set forth in the Improvement Agreement and payment due to the Engineer or Surveyor for setting such monuments, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties for the setting of survey monumentation in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and

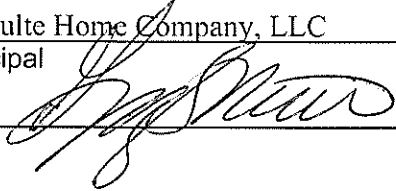
specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66496 of the California Government Code as security for installation and payment of survey monumentation as set forth in the Improvement Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of July, 2024.

(Corporate Seal)

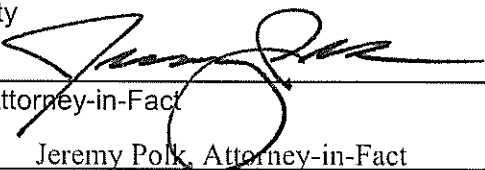
Pulte Home Company, LLC
Principal

By 

Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Hartford Fire Insurance Company
Surety

By 
Attorney-in-Fact

Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \$3.90 per thousand. The total amount of premium charges is \$ 264.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

(Name and Address of Agent or Representative for service of process in California, if different from above)

Jeremy Polk c/o USI Insurance Services, LLC
10940 White Rock Rd, 2nd Floor
Rancho Cordova, CA 95670

(Telephone number of Surety and Agent or Representative for service of process in California)

602-505-6880

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

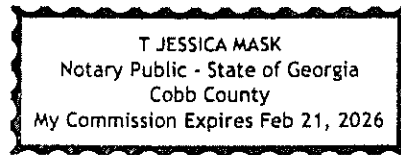
COUNTY OF COBB)

This record was acknowledged before me on July 5th, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



*T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026*

ACKNOWLEDGEMENT

State of Arizona

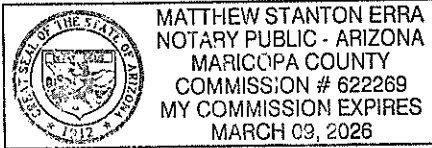
County of Maricopa

On 7/8/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature



Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC
Agency Code: 59-300168

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :
Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 8th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

ENGINEER'S OPINION OF PROBABLE COSTS FOR DEL WEBB EXPLORE AT PALM DESERT MONUMENTATION

OKAY FOR BONDING
C.F.

Prepared for:
Pulte Home Company, LLC
27401 Los Altos, Suite 400
Mission Viejo CA 92691

Tract Map No. 38434

Project Location:
South of Gerald Ford Drive
in the City of Palm Desert

June 6, 2024

MSA JOB #2636



MSA CONSULTING, INC.

Civil Engineering • Land Surveying • Landscape Architecture
Planning • Environmental Services • Dry Utility Coordination • GIS

34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
Street				
Monumentation	LOT	197	\$300.00	\$59,100.00
SUBTOTAL OF MONUMENTATION				\$59,100.00
15% CONTINGENCY				\$8,865.00
TOTAL				\$67,965.00

Assumptions:

1. These quantities are based on the Del Webb Explore at Palm Desert Final Tract Map 38434 prepared on 06/04/2024.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

2023-0150325

05/25/2023 01:19 PM Fee: \$ 0.00

Page 1 of 6

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**

**City Clerk's Office
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578**

**Record for the Benefit of
the City of Palm Desert
Pursuant to Government Code Section 6103**

4117

(This Space for Recorder's Use Only)

APN: Portion of 694-310-007 and Portion of 694-310-010

Documentary transfer tax is \$0.00

Exempt from Documentary Transfer Taxes Pursuant to R & T Code Section 11922

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **The City of Palm Desert, a municipal corporation**, ("Grantor") hereby grants public use, to the **CITY OF PALM DESERT, a California municipal corporation** ("Grantee"), an easement for Public Street purposes, hereby named Explorer Drive, and an easement for Public Utility purposes over, under and along the real property in the City of Palm Desert, County of Riverside, State of California, as described in **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference.

**The City of Palm Desert,
a municipal corporation**

By: _____

L. TODD HILEMAN

Its: CITY MANAGER

Dated: _____

5/24/2023

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On 5/24/, 2023, before me, M. G. Sanchez, a Notary Public, personally appeared L. Todd Hileman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

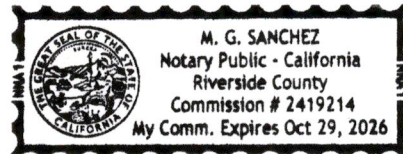


EXHIBIT 'A'
LEGAL DESCRIPTION
PUBLIC STREET AND PUBLIC UTILITY EASEMENT

BEING A STRIP OF LAND, VARIABLE IN WIDTH, LYING WITHIN A PORTION OF THAT CERTAIN CORRECTIVE GRANT DEED, RECORDED APRIL 4, 2023 AS DOCUMENT NO. 2023-0095443, AND A PORTION OF THAT CERTAIN QUITCLAIM DEED RECORDED JULY 21, 2014 AS DOCUMENT NO. 2014-0268859, BOTH OF OFFICIAL RECORDS, RIVERSIDE COUNTY. ALSO BEING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEASTERLY CORNER OF PARCEL "A" OF THAT CERTAIN CERTIFICATE OF COMPLIANCE (WAIVER OF PARCEL MAP PMW-21-0009), RECORDED APRIL 07, 2022 AS DOCUMENT NO. 2022-0167200 OF OFFICIAL RECORDS, SAID POINT ALSO LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF GERALD FORD DRIVE PER DOCUMENT NO. 247410, RECORDED NOVEMBER 01, 1985 OF OFFICIAL RECORDS;

THENCE, LEAVING SAID SOUTHERLY RIGHT OF WAY AND CONTINUING ALONG THE EASTERLY BOUNDARY LINE OF SAID PARCEL "A", ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF SAID DOCUMENT NO. 2023-0095443, SOUTH 47°23'23" EAST A DISTANCE OF 34.01 FEET;

THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY LINE AND SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00°03'36" WEST A DISTANCE OF 942.64 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A", AND THE SOUTHWEST CORNER OF SAID DOCUMENT NO. 2023-0095443;

THENCE, LEAVING SAID EASTERLY BOUNDARY LINE AND CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID DOCUMENT NO. 2023-0095443, SOUTH 89°56'24" EAST A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF SAID DOCUMENT NO. 2023-0095443;

THENCE, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE AND CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID DOCUMENT NO. 2023-0095443, AND ITS NORTHERLY PROLONGATION ACROSS PARCEL 'A' OF SAID QUITCLAIM DEED, NORTH 00°03'36" EAST A DISTANCE OF 721.56 FEET;

THENCE, NORTH 06°03'39" EAST A DISTANCE OF 76.52 FEET;

THENCE, NORTH 00°03'36" EAST A DISTANCE OF 145.26 FEET;

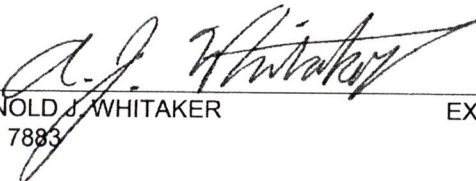
THENCE, NORTH 47°22'56" EAST A DISTANCE OF 33.93 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF SAID DOCUMENT NO. 247410;

THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°55'15" WEST A DISTANCE OF 118.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA OF AREA OF 60,171.08 SQUARE FEET / 1.381 ACRES MORE OR LESS.

ATTACHED HERETO IS EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DOCUMENT WAS PREPARED BY ME OR
UNDER MY DIRECTION ON: 05/19/2023

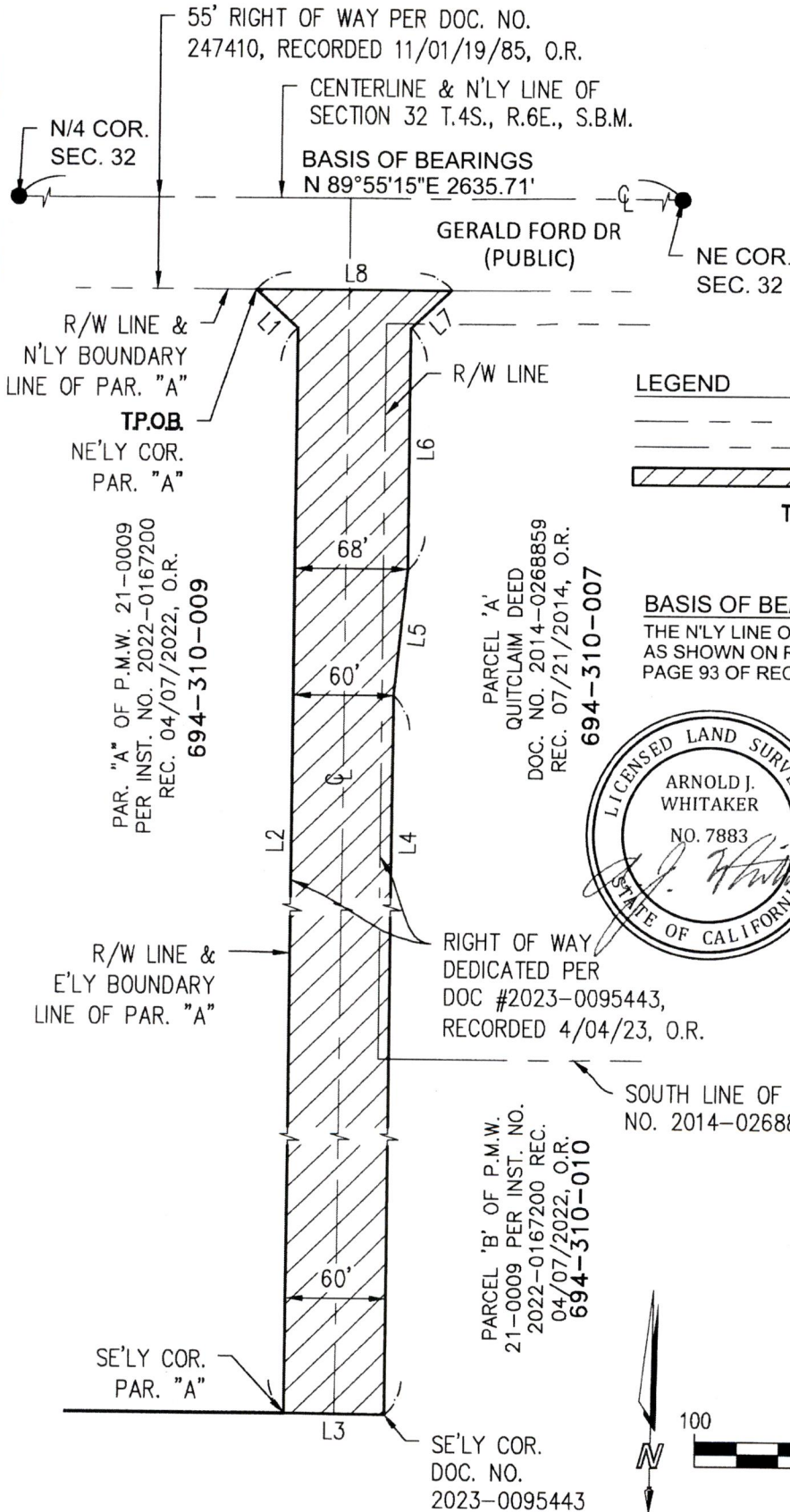
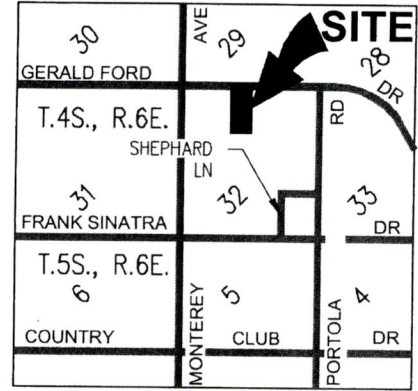

ARNOLD J. WHITAKER
PLS 7883

EXP. 03-31-25



EXHIBIT 'B'

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC STREET AND PUBLIC UTILITY EASEMENT



LEGEND

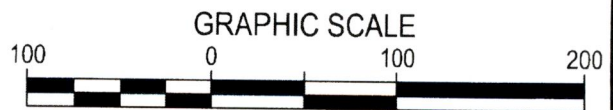
- PARCEL BOUNDARY / STREET R/W
- CENTERLINE
- EASEMENT BOUNDARY AREA = 60,171.08 SF / 1.381 AC
- T.P.O.B.** TRUE POINT OF BEGINNING
- (.....) INDICATES RECORD DATA PER DOC. NO. 2023-0095443

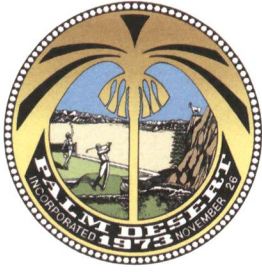
BASIS OF BEARINGS

THE N'LY LINE OF THE NE 1/4 OF SEC. 32, T. 4 S., R. 6 E., S.B.M. AS SHOWN ON RECORD SURVEY, ON FILE IN BOOK 128, AT PAGE 93 OF RECORD OF SURVEY. TAKEN AS N89°55'15"E .



LINE DATA		
L#	BEARING	DISTANCE
L1	(S47°23'23"E)	(34.01')
L2	(S00°03'36"W)	(942.64')
L3	(S89°56'24"E)	(60.00')
L4	N00°03'36"E	721.56'
L5	N06°03'39"E	76.52'
L6	N00°03'36"E	145.26'
L7	N47°22'56"E	33.93'
L8	S89°55'15"W	118.00'





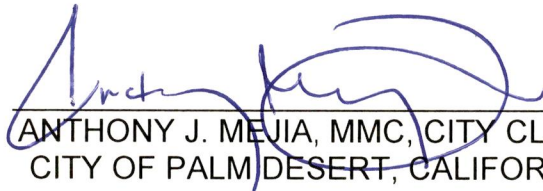
CITY OF PALM DESERT

73-510 FRED WARING DRIVE
PALM DESERT, CALIFORNIA 92260-2578
TEL: 760 346-0611
info@cityofpalmdesert.org

Vitalia Project
Public Street and Public Utility Easement
Portion of APN 694-310-007 and
Portion of 694-310-010

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT OF EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES dated May 24, 2023, from the CITY OF PALM DESERT, a municipal corporation, to the CITY OF PALM DESERT, a municipal corporation, is hereby accepted pursuant to its Resolution No. 77-48, adopted May 12, 1977.


ANTHONY J. MEJIA, MMC, CITY CLERK
CITY OF PALM DESERT, CALIFORNIA

May 24, 2023

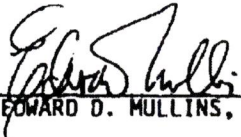
RESOLUTION NO. 77-48

A RESOLUTION OF THE CITY OF PALM DESERT, CALIFORNIA,
AUTHORIZING THE CITY CLERK TO ACCEPT OFFERS OF
RIGHT-OF-WAY ON BEHALF OF THE CITY UPON THE
RECOMMENDATION OF THE CITY ATTORNEY AND CITY
ENGINEER

The City Council of the City of Palm Desert does hereby
resolve that the City Clerk is authorized to accept and record on
behalf of the City all offers of dedication, easements, and other
grants of right-of-way offered to the City for public purposes when
such acceptance is recommended by both the City Attorney and the
City Engineer.

PASSED, APPROVED, and ADOPTED on this 12th day of May, 1977,
by the following vote:

AYES: Brush, McPherson, Newbrander, Wilson & Mullins
NOES:
ABSENT:
ABSTAIN:


EDWARD D. MULLINS, MAYOR

ATTEST:


SHEILA R. GILEIGAN, City Clerk
City of Palm Desert, California

**EACH DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED IS CERTIFIED TO BE A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE AND ON
RECORD IN MY OFFICE.**

Dated: 05/24/2023

**ANTHONY MEJIA, City Clerk
City of Palm Desert, California**

By: 

EMERGENCY ACCESS EASEMENT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Palm Desert
73510 Fred Waring Drive
Palm Desert, CA 92260

MAIL TAX STATEMENTS TO:

City of Palm Desert
73510 Fred Waring Drive
Palm Desert, CA 92260

(Space Above This Line For Recorder's Use Only)

(Exempt from recording fees pursuant to Government Code Sections 6103 and 27383)

The undersigned grantor declares, pursuant to Section 11932 of the Revenue and Taxation Code, as amended:

Property described in this document is located in the City of Palm Desert, County of Riverside

The amount of tax due on this document is \$ 0

(NO DOCUMENT TAX DUE R & T CODE 1192)

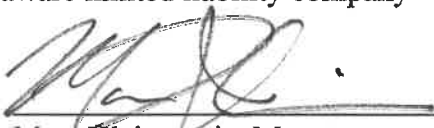
EMERGENCY ACCESS EASEMENT DEED

FOR VALUE RECEIVED, REFUGE PALM DESERT, LLC, a Delaware limited liability company ("Grantor"), hereby grants to the CITY OF PALM DESERT, a municipal corporation ("Grantee"), a temporary, nonexclusive easement for emergency access purposes on, over, under, along and across a portion of Grantor's real property located in the City of Palm Desert, County of Riverside, State of California. Grantor's real property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Grantor's Property"). The emergency access easement is located on that portion of Grantor's Property described and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "Emergency Access"), for the purpose of providing emergency access to and from the adjacent master-planned residential community commonly known as Del Webb Explore and identified by the City of Palm Desert as Tract No. 38434, until such time as a final map or condominium plan is recorded on the Grantor's Property dedicating a roadway for public purposes along the Emergency Access. This Emergency Access Easement shall automatically terminate and be of no further force or effect, without the need to execute or record any further documentation, upon

dedication of a roadway for public purposes in the general alignment of the Emergency Access and providing emergency access to the Del Webb Explore project.

IN WITNESS WHEREOF, the undersigned has executed this Emergency Access Easement Deed dated as of July 09, 2024.

REFUGE PALM DESERT, LLC,
a Delaware limited liability company

By: 
Its: Marc Kleiman, its Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) SS
 ^{ORANGE. 09/09/24}
 _{KV}
 COUNTY OF RIVERSIDE)

On JULY 9, 2024 before me, KATHRINE ELLEN VORONKOV, Notary Public, personally appeared MARC KLEIMAN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.
 Signature: *[Handwritten Signature]*



**EXHIBIT A
TO
TEMPORARY EMERGENCY ACCESS DEED
GRANTOR PROPERTY LEGAL DESCRIPTION**

[to be attached]

PARCEL "A"

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A PORTION OF PARCEL B OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 21-0009, RECORDED APRIL 7, 2022, AS INSTRUMENT NO. 2022-0167200, OFFICIAL RECORDS OF SAID COUNTY, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "B";

THENCE ALONG THE NORTH LINE OF SAID PARCEL "B" THE FOLLOWING THREE (3) COURSES;

- 1) NORTH 89°55'15" EAST, A DISTANCE OF 505.00 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL "A" OF SAID CERTIFICATE OF COMPLIANCE AND AN ANGLE POINT IN SAID NORTH LINE;
- 2) SOUTH 00°03'36" WEST, A DISTANCE OF 81.78 FEET ALONG SAID NORTH LINE OF SAID PARCEL "B" TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "A";
- 3) SOUTH 89°56'24" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 539.40 FEET TO THE SOUTHEAST CORNER THEREOF, BEING ALSO THE SOUTHWEST CORNER OF THAT GRANT OF RIGHT-OF-WAY DESCRIBED IN DEED RECORDED DECEMBER 13, 2022 AS DOCUMENT NO. 2022-0500103, OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 89°56'24" EAST, A DISTANCE OF 60.00 FEET, ALONG THE SOUTH LINE OF SAID GRANT OF RIGHT-OF-WAY TO THE SOUTHEAST CORNER THEREOF;

THENCE CONTINUING SOUTH 89°56'24" EAST, A DISTANCE OF 14.63 FEET;

THENCE SOUTH 43°30'23" EAST, A DISTANCE OF 65.77 FEET;

THENCE SOUTH 00°01'09" EAST, A DISTANCE OF 491.94 FEET;

THENCE SOUTH 89°58'51" WEST, A DISTANCE OF 445.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°43'23", AN ARC DISTANCE OF 22.89 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 89.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43°42'14" EAST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°26'46", AN ARC DISTANCE OF 135.83 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°44'32" EAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°43'23", AN ARC DISTANCE OF 22.89 FEET;

THENCE SOUTH 89°58'51" WEST, A DISTANCE OF 19.25 FEET;

THENCE NORTH 00°01'09" WEST, A DISTANCE OF 82.00 FEET;

THENCE SOUTH 89°58'51" WEST, A DISTANCE OF 535.92 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B";

THENCE NORTH 00°03'36" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL B, A DISTANCE OF 539.76 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

CONTAINING 14.282 ACRES MORE OR LESS.

**EXHIBIT B
TO
TEMPORARY EMERGENCY ACCESS DEED**

EMERGENCY ACCESS LEGAL DESCRIPTION

[to be attached]

EXHIBIT "B"
LEGAL DESCRIPTION
EMERGENCY ACCESS EASEMENT
"EASE 24-0002"

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A PORTION OF PARCEL "A" OF THAT CERTAIN PARCEL MAP WAIVER NO. 23-0006, RECORDED JANUARY 26, 2024, AS INSTRUMENT NO. 2024-0025079, AND DEED RECORDED FEBRUARY 1, 2024, AS INSTRUMENT NO. 2024-0029527, OFFICIAL RECORDS OF SAID COUNTY, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 89°58'51" EAST, A DISTANCE OF 535.92 FEET;
- 2) SOUTH 00°01'09" EAST, A DISTANCE OF 82.00 FEET;
- 3) NORTH 89°58'51" EAST, A DISTANCE OF 19.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET;
- 4) EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°43'23", AN ARC DISTANCE OF 22.89 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 89.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43°44'32" WEST;
- 5) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°58'27", AN ARC DISTANCE OF 55.88 FEET TO THE **TRUE POINT OF BEGINNING** A RADIAL LINE TO SAID POINT BEARS NORTH 07°46'05" WEST;

THENCE LEAVING SAID SOUTHERLY LINE AND NON-TANGENT TO SAID CURVE, NORTH 00°01'09" WEST, A DISTANCE OF 242.92 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 48.00 FEET;

EXHIBIT "B"
LEGAL DESCRIPTION
EMERGENCY ACCESS EASEMENT
"EASE 24-0002"

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 75.40 FEET;

THENCE NORTH 89°58'51" EAST, A DISTANCE OF 491.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL "A";

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°01'09" EAST. A DISTANCE OF 24.00 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89°58'51" WEST, A DISTANCE OF 491.50 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 24.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 37.70 FEET;

THENCE SOUTH 00°01'09" EAST, A DISTANCE OF 242.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 89.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 07°43'47" EAST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°29'52", AN ARC DISTANCE OF 24.07 FEET TO THE **TRUE POINT OF BEGINNING.**

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

CONTAINING 0.44 ACRES MORE OR LESS.

EXHIBIT "B"
LEGAL DESCRIPTION
EMERGENCY ACCESS EASEMENT
"EASE 24-0002"

AS DEPICTED HEREON.

PREPARED BY OR UNDER THE DIRECTION OF:



LUKE R. BEVERLY

P.L.S. 8223

DATED: 7/9/2024

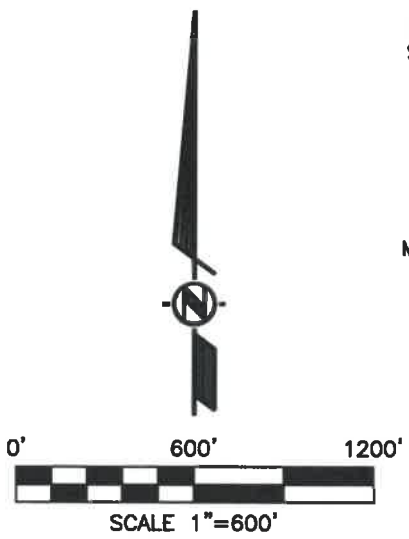
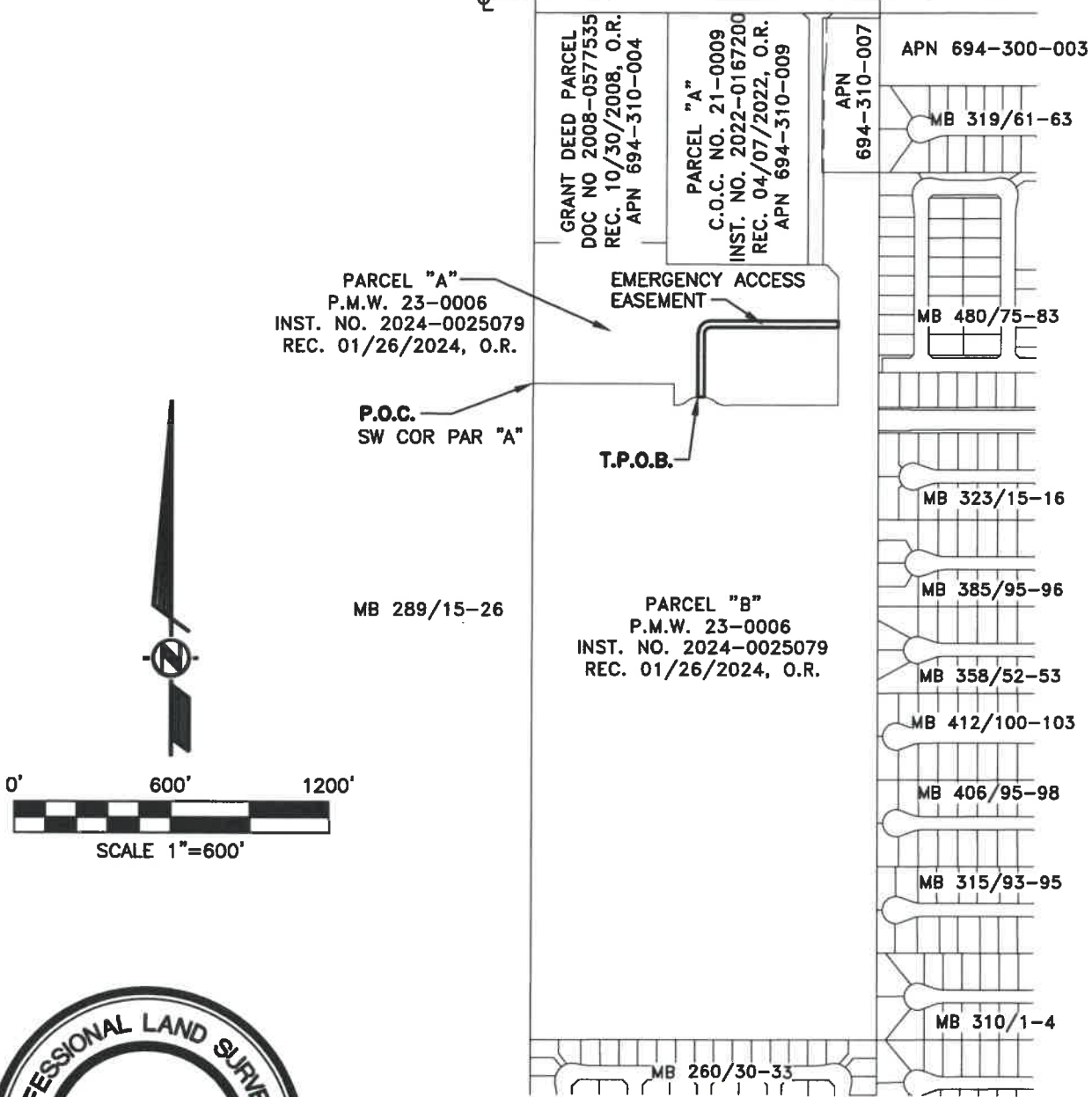


EXHIBIT 'B'

EMERGENCY ACCESS EASEMENT

"EASE 24-0002"

GERALD FORD DRIVE



DATED: 7/9/2024

REVIEWED BY: _____ DATE: _____

MICHAEL D. MYERS R.C.E. 30702
ACTING CITY SURVEYOR

MSA CONSULTING, INC.
> PLANNING > CIVIL ENGINEERING > LAND SURVEYING
34200 BOB HOPE DRIVE, RANCHO MIRAGE, CA 92270
760.320.9811 MSACONSULTINGINC.COM



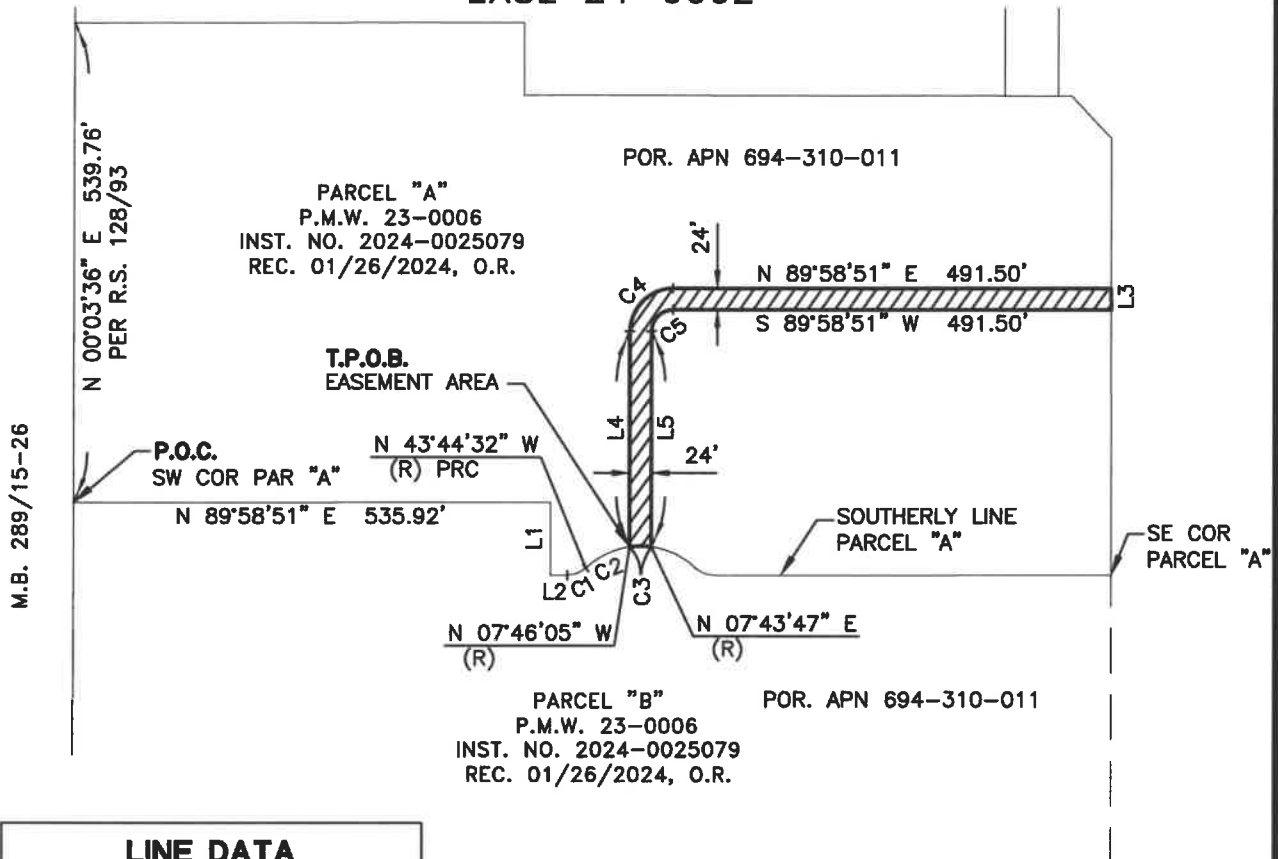
J.N. 2636

SHEET 4 OF 5

EXHIBIT "B"

EMERGENCY ACCESS EASEMENT

"EASE 24-0002"



LINE DATA

NO.	BEARING	LENGTH
L1	S 00°01'09" E	82.00'
L2	N 89°58'51" E	19.25'
L3	S 00°01'09" E	24.00'
L4	N 00°01'09" W	242.92'
L5	S 00°01'09" E	242.92'

EASEMENT NOTES:

A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED MARCH 07, 1952 AS INSTRUMENT NO. 9713, IN BOOK 1348, PAGE 68 OF OFFICIAL RECORDS.

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

EASEMENTS, COVENANTS AND CONDITIONS CONTAINED IN THE DEED FROM SUCCESSOR AGENCY TO THE PALM DESERT REDEVELOPMENT AGENCY, AS GRANTOR, TO REFUGE PALM DESERT, LLC, A DELAWARE LIMITED LIABILITY, AS GRANTEE, RECORDED DECEMBER 22, 2022 AS INSTRUMENT NO. INSTRUMENT NO. 2022-0511498 OF OFFICIAL RECORDS. REFERENCE BEING MADE TO THE DOCUMENT FOR FULL PARTICULARS.

CURVE DATA

NO.	DELTA	RADIUS	LENGTH
C1	43°43'23"	30.00'	22.89'
C2	35°58'27"	89.00'	55.88'
C3	15°29'52"	89.00'	24.07'
C4	90°00'00"	48.00'	75.40'
C5	90°00'00"	24.00'	37.70'

NOTE: THE BEARINGS ARE BASED ON R.S. 128/93



EMERGENCY ACCESS
EASEMENT 0.44 AC.

MSA CONSULTING, INC.

> PLANNING > CIVIL ENGINEERING > LAND SURVEYING
34200 BOB HOPE DRIVE, RANCHO MIRAGE, CA 92270
760.320.9811 MSACONSULTINGINC.COM



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City Clerk
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260

Space Above This Line for Recorder's Use Only

TEMPORARY EASEMENT AND MAINTENANCE AGREEMENT

THIS TEMPORARY EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is entered into as of the ___ day of July, 2024 ("Effective Date"), by and between the CITY OF PALM DESERT, a California municipal corporation ("Grantor") and PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Grantee").

RECITALS

A. Grantor is the fee owner of that certain real property located in the City of Palm Desert, County of Riverside, State of California more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Property").

B. Grantee is the fee owner of that certain real property located in the City of Palm Desert, County of Riverside, State of California more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Grantee Property").

C. Grantor desires to grant to Grantee a non-exclusive easement over the Grantor Property (the "Easement Area") for purpose of ingress and egress to the Grantee Property and for drainage over and across Grantor Property upon the terms and conditions set forth in this Agreement until such time that the Grantee obtains the Grantor Property in fee.

NOW, THEREFORE, incorporating the foregoing Recitals and in consideration of the mutual covenants, promises and undertakings set forth herein, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and Grantee's employees, agents, and contractors ("Permittees") a nonexclusive temporary easement over and across Grantor Property for (i) ingress and egress to the Grantee Property, including for the purpose of access for construction on the Grantee Property, (ii) drainage over, under and across the Grantor Property for natural storm water runoff, including the construction and installation of drainage facilities, and (iii) ingress and egress onto the Grantor Property to plant and maintain vegetation on Grantee Property (the "Easement").

2. Temporary Easement. The grant of the Easement shall continue until the earlier of (i) one (1) year from the date of this Agreement, or (ii) such time that the Grantee obtains the Grantor Property in fee. At the sole election of Grantor, this Agreement may be renewed for successive terms of one (1) year upon written notice from Grantor to Grantee. Unless Grantor has provided Grantee written notice of renewal at least ninety (90) days prior to the end of the then current term, this Agreement shall terminate as of the end of the then current term.

3. Construction of Drainage Facilities. Grantee shall not construct any drainage facilities within the Easement Area unless such drainage facilities are constructed in accordance with drainage plans approved in writing by Grantor and otherwise in accordance with all applicable laws.

4. Maintenance of Easement Area. Grantee shall, at Grantee's sole expense, at all times keep the Easement Area clean and free of debris and other obstructions and in compliance with all requirements of applicable laws and ordinances, and shall keep any improvements, including any drainage facilities, within the Easement Area in good order, condition and repair.

5. Installation and Maintenance of Landscaping. Grantee agrees that all landscaping within the Easement Area, including, without limitation, trees, shrubs and other vegetation, drainage and irrigation systems, shall be installed as provided in a landscape plan approved in writing by Grantor and following installation shall be permanently maintained in good, first class condition, healthy, without deterioration, free of waste and debris, and in conformity with the landscaping maintenance standards of Grantor. Dead or diseased plants shall be promptly replaced with landscaping similar in type, size and quality. Automatic irrigation systems shall be properly maintained and other reasonable and adequate landscape maintenance facilities and procedures shall be provided to fulfill the foregoing requirements.

6. Maintenance by Grantor. Grantee agrees that if Grantee fails to perform any of the maintenance required pursuant to this Agreement, the Grantor may give written notice of the deficiency to the Grantee who shall have twenty (20) days to make the necessary correction, and if the correction is not made within twenty (20) days the Grantor may elect to perform the necessary maintenance. The Grantor may act either through its own employees or through an independent contractor. All costs incurred by Grantor in performing any maintenance pursuant to this Section shall be reimbursed to Grantor by Grantee within thirty (30) days of written demand by Grantor. If Grantee fails to pay the costs incurred by the Grantor within thirty (30) days of the date demand was made, the Grantor may make the costs a lien upon the Grantee Property by recording a notice that it has incurred expenses under the terms of this Agreement with the County Recorder of Riverside County. The notice shall state the fact that the City has incurred the costs under the terms of this Agreement and shall state the amount, together with the fact that it is unpaid, and draws interest at the rate of 10 percent a year until paid.

7. Condition; Assumption of Risk; Indemnity. Grantee hereby accepts the Easement Area subject to all matters of record; provided, however, that any existing mortgagees or beneficiaries of any deeds of trust encumbering the Easement Area shall have consented to and subordinated the lien of such mortgage or deed of trust to this Agreement. To the maximum extent allowed by law, Grantee, for itself and on behalf of its Permittees, hereby assumes any and all risk of loss, damage or injury of any kind to any person or property in connection with the use of the

Easement Area. To the fullest extent permitted by law, Grantee shall defend (with counsel reasonably acceptable to Grantor), indemnify and hold harmless Grantor and its councilmembers, partners, members, managers, shareholders, officers, directors, employees, contractors, agents, successors and assigns (each, the "Indemnified Party"), from and against any and all claims, judgments, mechanics liens, demands, actions, proceedings, losses, costs, expenses or any other liabilities (including, without limitation, reasonable attorneys' fees and expenses) related to or arising out of any personal injury (including death) or damage to property occurring within the Easement Area, except to the extent caused solely by the gross negligence or willful misconduct of the Indemnified Party.

8. Insurance. Grantee shall maintain (i) a policy of comprehensive general liability insurance from a reputable insurance company acceptable to Grantor with a limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, and (ii) a comprehensive umbrella or excess liability insurance policy with a limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence and aggregate. The policies shall be primary insurance and shall name Grantor as an additional insured. Upon request by Grantor, Grantee shall provide Grantor with a certificate of insurance evidencing Grantee's coverage in compliance herewith, including copies of the insurance policies if requested by Grantor. Grantor may from time to time in its commercially reasonable judgment increase the amount of coverage or otherwise modify the foregoing insurance requirements upon written notice to Grantee.

9. Retained Rights. Grantor shall retain all rights in the Easement Area which are not inconsistent with the rights granted herein, including the right to make any repairs, alterations or improvements to the Easement Area or the Grantor Property or any improvements thereon, and the right to grant additional easements over the Easement Area or the Grantor Property.

10. Successors and Assigns; Covenants Running with the Land. The rights and obligations of the parties hereunder shall constitute covenants, benefits and burdens which run with the land and which shall be binding upon, and inure to the benefit of, the successors and assigns of each party hereto as the owners of the Grantor Property and the Grantee Property, respectively. Upon the closing of any sale or other transfer by an owner of the fee simple interest in its property, the grantor shall be released from any obligations which arise under this Agreement on or after the date of such sale or other transfer (the "Transfer Date"). No such conveyance shall operate to release the grantor from any obligation which arises under this Agreement prior to the Transfer Date, which shall remain the obligation of such transferring owner.

11. Estoppel Certificate. Each party, upon the written request of the other party, shall execute and deliver to the requesting party within fifteen (15) days of receipt of any such request, an estoppel certificate stating:

(a) Whether the party to whom the request has been directed knows of any default by the other party under this Agreement, and if there are known defaults, specifying the nature thereof;

(b) Whether this Agreement has been amended in any way (and if it has, then stating the nature thereof); and

(c) That to such party's knowledge, this Agreement, as of the date of the estoppel certificate, is in full force and effect.

12. Notices. All notices, consents, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served, or on the date of actual receipt or rejection if deposited in the United States mail in the State of California, registered or certified with return receipt requested, postage prepaid, and properly addressed to the person to whom such notice is directed. For the purpose of this paragraph, "properly addressed" shall mean:

If sent to the City of Palm Desert, then addressed to it at 73510 Fred Waring Drive Palm Desert, CA 92260, Attention: City Manager.

If sent to any other party, at the address to which property tax notices are sent or as may otherwise be provided in a written notice sent by such party in accordance with the next paragraph.

Each party shall have the right to direct another address for notice hereunder by a supplement to this Agreement recorded with the office of the County Recorder of Riverside County, California provided a copy thereof is also duly served upon the other party at the last address referred to in this Agreement or in a recorded supplement thereto furnished by such party in writing to the party sending such notice.

13. Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California. Titles and captions are for convenience only and shall not constitute a portion of this Agreement.

14. Modifications. Except as set forth herein, any alteration, change or modification of or to this Agreement, in order to become effective, shall be by written instrument executed and acknowledged on behalf of each party hereto and recorded in the Official Records of the Riverside County Recorder.

15. Waiver. No waiver by any party of a breach of any provision of this Agreement shall be effective except by a written instrument executed by the party granting such waiver, and any such waiver shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

16. Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

17. Attorneys' Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of a cost of suit and not as damages, reasonable attorneys' fees to be fixed by the court. The term prevailing party shall be

the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment. A party not entitled to recover its costs shall not be entitled to recover attorneys' fees.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall be considered one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GRANTOR:

CITY OF PALM DESERT,
a California municipal corporation

By: _____
Name: _____
Title: _____

[Signatures continue on the following page]

Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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 and official seal.

Signature _____ (Seal)

GRANTEE:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company,

By: 
Name: DARREN WARREN
Title: Vice President Land Acquisitions & Development

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

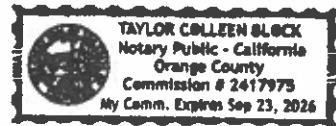
State of California)
County of Orange)

On July 10, 2024, before me, Taylor Colleen Block,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Taylor Colleen Block (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

[See attached]

EXHIBIT "A"
LEGAL DESCRIPTION

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A PORTION OF RIGHT-OF-WAY DEDICATION (FEE), RECORDED APRIL 4, 2023, AS INSTRUMENT NO. 2023-0095443, OFFICIAL RECORDS OF SAID COUNTY, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID RIGHT-OF-WAY DEDICATION;

THENCE NORTH 00°03'36" EAST, A DISTANCE OF 226.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 330.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 89°56'24" WEST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°05'48", AN ARC DISTANCE OF 202.14 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 54°57'48" WEST TO THE EAST LINE OF SAID RIGHT-OF-WAY DEDICATION;

THENCE NON-TANGENT TO SAID CURVE ALONG SAID EAST LINE SOUTH 00°03'36" WEST, A DISTANCE OF 36.26 FEET TO THE SOUTHEAST CORNER OF SAID RIGHT-OF-WAY DEDICATION,

THENCE ALONG SAID SOUTHERLY LINE OF SAID RIGHT-OF-WAY DEDICATION NORTH 89°56'24" WEST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**;

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

CONTAINING 5,821 SQUARE FEET OR 0.134 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTEE PROPERTY

[See attached]

PARCEL "B" Per PMW 23-0006

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A PORTION OF PARCEL "B" OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 21-0009, RECORDED APRIL 7, 2022, AS INSTRUMENT NO. 2022-0167200 AND PARCEL 3 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 88-1, RECORDED JUNE 1, 1988, AS INSTRUMENT NO. 146461, OFFICIAL RECORDS OF SAID COUNTY, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "B";

THENCE SOUTH 00°03'36" WEST, ALONG THE WESTERLY LINE OF PARCEL "B", A DISTANCE OF 539.76 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89°58'51" EAST, A DISTANCE OF 535.92 FEET;

THENCE SOUTH 00°01'09" EAST, A DISTANCE OF 82.00 FEET;

THENCE NORTH 89°58'51" EAST, A DISTANCE OF 19.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°43'23", AN ARC DISTANCE OF 22.89 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 89.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 43°44'32" EAST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°26'46", AN ARC DISTANCE OF 135.83 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43°42'14" EAST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°43'23", AN ARC DISTANCE OF 22.89 FEET;

THENCE NORTH 89°58'51" EAST, A DISTANCE OF 445.25 FEET;

THENCE NORTH 00°01'09" WEST, A DISTANCE OF 491.94 FEET;

THENCE NORTH 43°30'23" WEST, A DISTANCE OF 65.77 FEET;

THENCE NORTH 89°56'24" WEST, A DISTANCE OF 14.63 FEET TO THE EASTERLY RIGHT-OF-WAY LINE AS SHOWN IN GRANT OF RIGHT-OF-WAY RECORDED DECEMBER 13, 2022, AS INSTRUMENT NO. 2022-0500103, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00°03'36" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 354.14 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL "A" AS DESCRIBED IN QUITCLAIM DEED, RECORDED JULY 21, 2014, AS DOCUMENT NO. 2014-0268859, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 89°55'15" EAST, ALONG SAID SOUTHERLY LINE A DISTANCE OF 214.39 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL "B" OF SAID CERTIFICATE OF COMPLIANCE NO. 21-0009;

THENCE SOUTH 00°01'14" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL B AND THE EASTERLY LINE OF PARCEL 3 OF SAID CERTIFICATE OF COMPLIANCE NO. 88-1, A DISTANCE OF 3332.57 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3;

THENCE SOUTH 89°53'06" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 1323.18 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3;

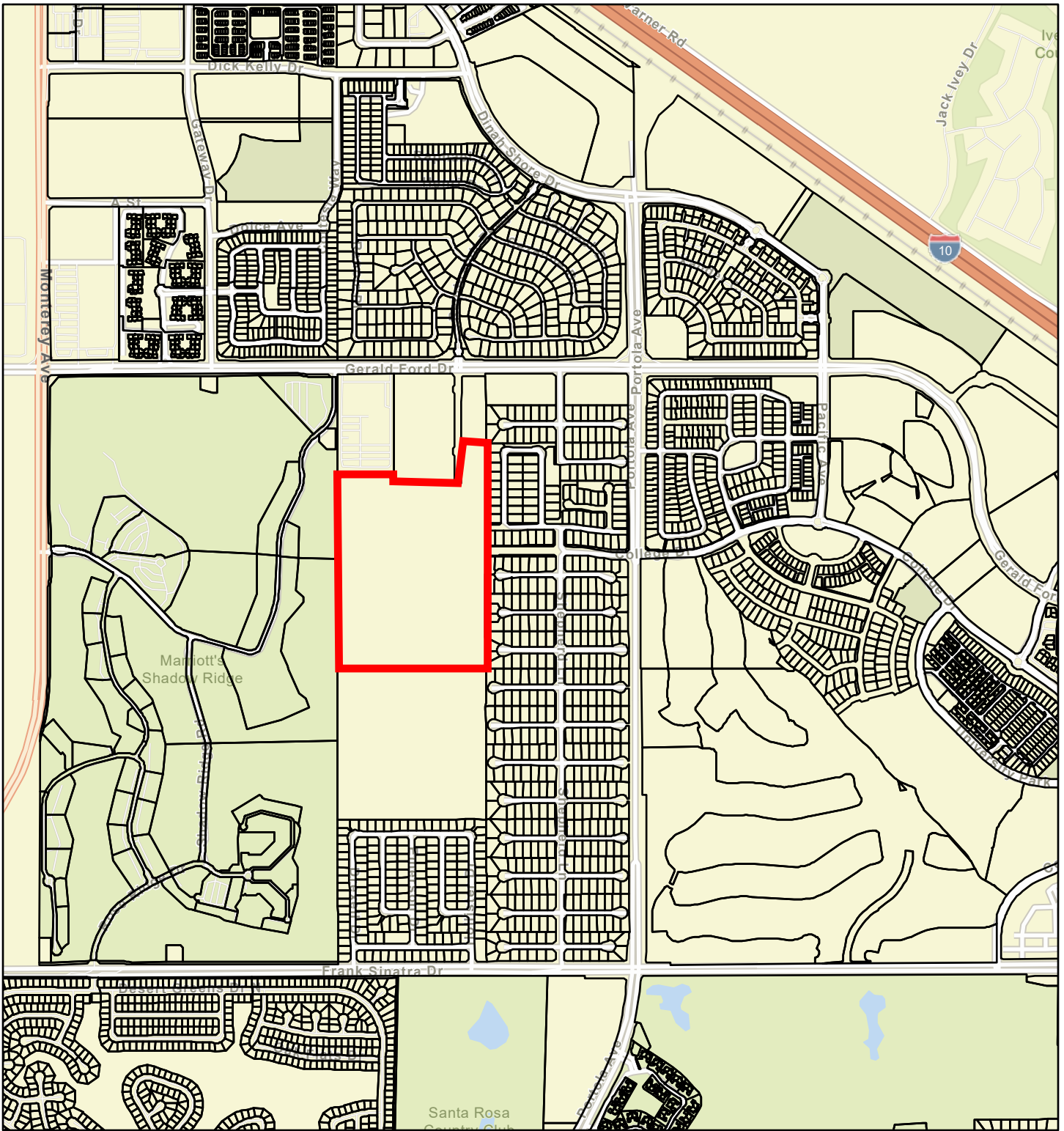
THENCE NORTH 00°02'47" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 1332.86 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL B;

THENCE NORTH 00°03'36" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL B, A DISTANCE OF 1189.86 FEET, TO THE **TRUE POINT OF BEGINNING**.

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

CONTAINING 78.797 ACRES MORE OR LESS.

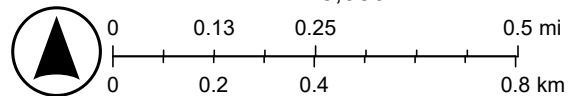
VICINITY MAP



7/3/2024

 Palm Desert Parcels

1:18,056



Esri Community Maps Contributors, Loma Linda University, UC Riverside, City of Palm Desert, County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS