

DRAFT CONDITIONS OF APPROVAL

MEETING DATE: March 8, 2022

TITLE: Project Viento

CASE NO: Development Permit No. 21-14

PREPARED BY: Juan Carrillo, Principal Planner

Project Specific Conditions:

1. The approval under DP 21-14 is for the development of an approximately 3,424,698 square-foot sortable multi-story e-commerce warehouse and distribution center for consumer products on approximately 94.62 acres on APN: 666-370-032.
2. No signage is approved under this permit, signage shall require a separate application and review.
3. All appropriate permits shall be pulled with the City's Building and Engineering Department.
4. The applicant/developer shall comply with State Law at all times.

Standard Administrative Conditions

5. The approval of DP 21-14 is subject to the (2) year expiration provisions of the City's Zoning Ordinance, as provided in Section 17.92.070 and will expire on March 8, 2024.

Commencement of construction shall have occurred within 2 years of Development Permit approval, or the permit shall become null and void. In addition, if after issuance of building permit, work is discontinued for a period of 2 years, then the Development Permit shall become null and void.

Further, if after issuance of grading permit, work is discontinued for a period of 6 months, then the Development Permit shall become null and void, unless extended. Projects may be built in phases if so pre-approved by the review authority. If a project is built in pre-approved phases, each subsequent phase shall have 2 years from the previous phase's date or first Certificate of Occupancy to the next phase's date of construction commencement to have occurred, or the Development Permit shall become null and void. If no building permit is required

for the Development Permit, the Development Permit shall expire if it is not exercised within 2 years of the approval.

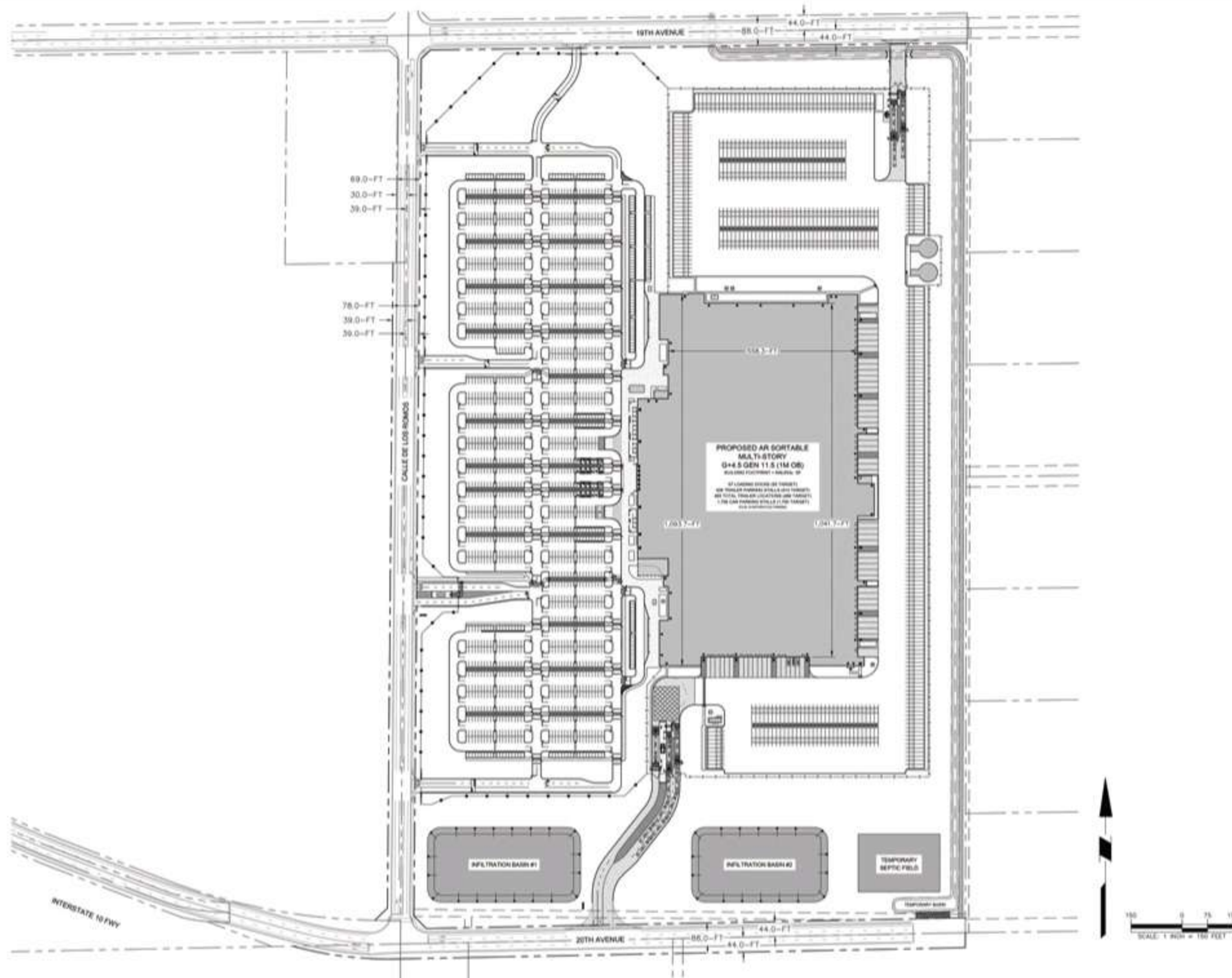
6. The applicant may request an extension of time for DP 21-14 per the City's Zoning Ordinance Section 17.92.100. Upon filing a time extension(s) and fees paid prior to expiration and for good cause, grant a time extension not to exceed 12 months.
7. Applicant/developer shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings, including those involving environmental issues, against the City to attack, set aside, void, annul, and/or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning the entitlement application. City shall promptly notify both the Applicant/Developer and landowner of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense.
8. All development on the Project Site shall be in compliance with all applicable provisions of the City's Municipal Code as well as all applicable provisions of the adopted Building and Fire Codes. All new construction shall obtain a building permit and comply with the requirements of the Planning, Building, and Fire Departments.
9. No Certificate of Occupancy (C of O) shall be granted until all Conditions of Approval have been completed and approved by the Planning, Engineering, Building, and Fire Departments unless otherwise identified herein.
10. The development of the Project on the Project Site shall be in substantial compliance with the exhibits contained in the project file for DP 21-14 as shown in all Exhibits and incorporated herein by this reference.
11. The final grading plan shall be in substantial conformance with the designs set forth in the hydrology report and site drainage design.
12. **Within fifteen (15) days** of final approval by the Planning Commission, the applicant/developer shall submit in writing, a statement indicating that he/she has read and agrees to the conditions imposed herein. This authorization shall become void, and any privilege, permit, or other authorization granted under this entitlement DP 21-14 shall be deemed to have elapsed if compliance with this condition has not been undertaken within the specified time limits.
13. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.

14. The applicant/developer shall pay all established service, permit, impact, public art, and other applicable fees required by the City. Note: The Transportation Unified Mitigation Fee is collected by the City of Desert Hot Springs on behalf of the Coachella Valley Association of Governments. Questions on the calculation of this fee should be addressed to them at (760) 346-1127. The School District Fees are imposed by the Palm Springs Unified School District and questions should be addressed to them at (760) 416-6159.
15. The applicant/developer shall deliver within five (5) working days after the appeal period (15 days) to the Community Development Department a cashier's check, money order, or other acceptable form of payment made payable to "Riverside County" in the amount of \$2,480.25 plus \$50.00 processing fee for a total of \$2,530.25 to enable the City to file a Notice of Determination required pursuant to California Code of Regulations Section 15075. Any additional fees that may be attributed to the required filing of environmental documents shall be paid by the Applicant/Developer. If Applicant/Developer has not delivered to the Community Development Department the check as required above, the approval for the project granted shall be void by reason of failure of condition (Fish and Game Code Section 711.4(c)).

Engineering Conditions

General Requirements

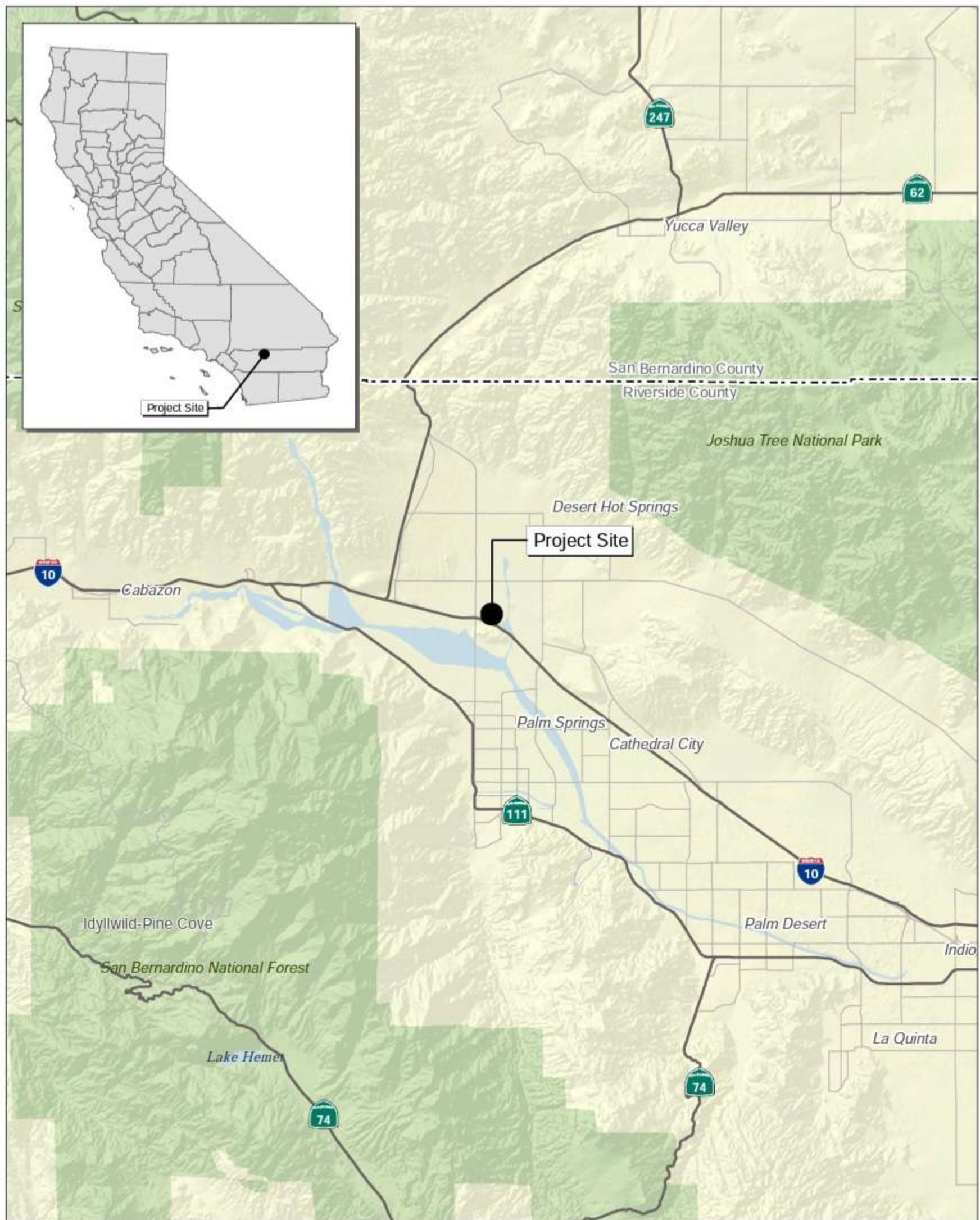
42. The applicant/developer shall annex to Community Facilities District No. 2010-1 for the maintenance of:
 - a) Landscape/hardscape
 - b) Streetlights
 - c) Drainage Basins/Storm Drain Facilities
 - d) Prior to the issuance of a Certificate of Occupancy
43. The applicant/developer shall pay five thousand dollars (\$5,000) cost for the City's consultant to annex the Community Facilities District No. 2010-1 and the City fee for processing the request, prior to the issuance of an occupancy permit.
44. The applicant/developer shall pay five thousand dollars (\$5,000) cost for the City's consultant to annex to PTAX2 and the City fee for processing the request, prior to the issuance of an occupancy permit.
45. The applicant/developer shall submit the following items for approval from the Engineering Department:
 - a) Grading Plans with the street address for each lot and/or building foot



Source: Langan Engineering and Environmental Services, Inc., 12/14/2021.

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Source: Census 2000 Data, The California Spatial Information Library (CaSIL).

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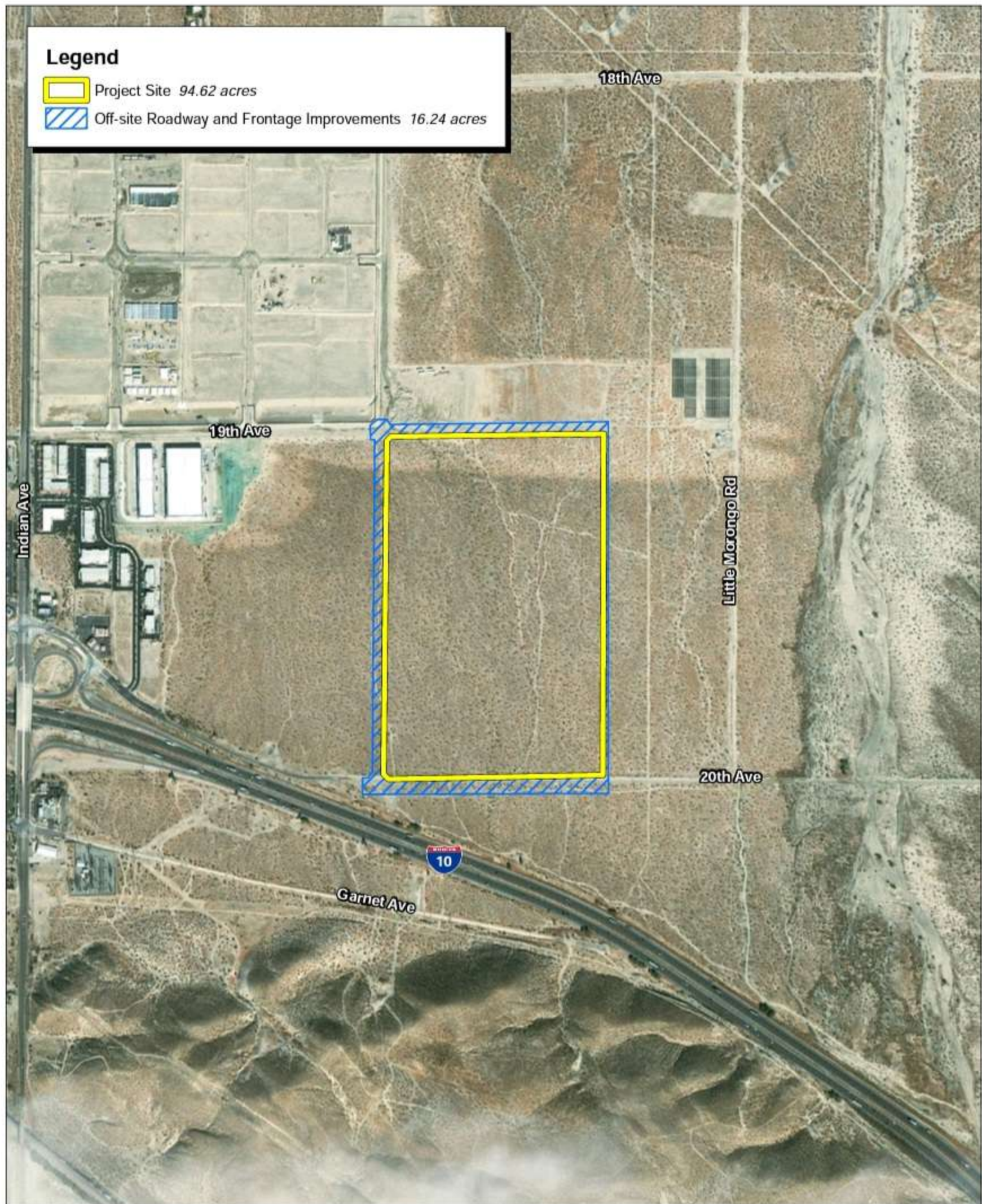


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Exhibit 1 Regional Location Map

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SEEFRIED INDUSTRIAL PROPERTIES, INC.
PROJECT VIENTO
ADDENDUM



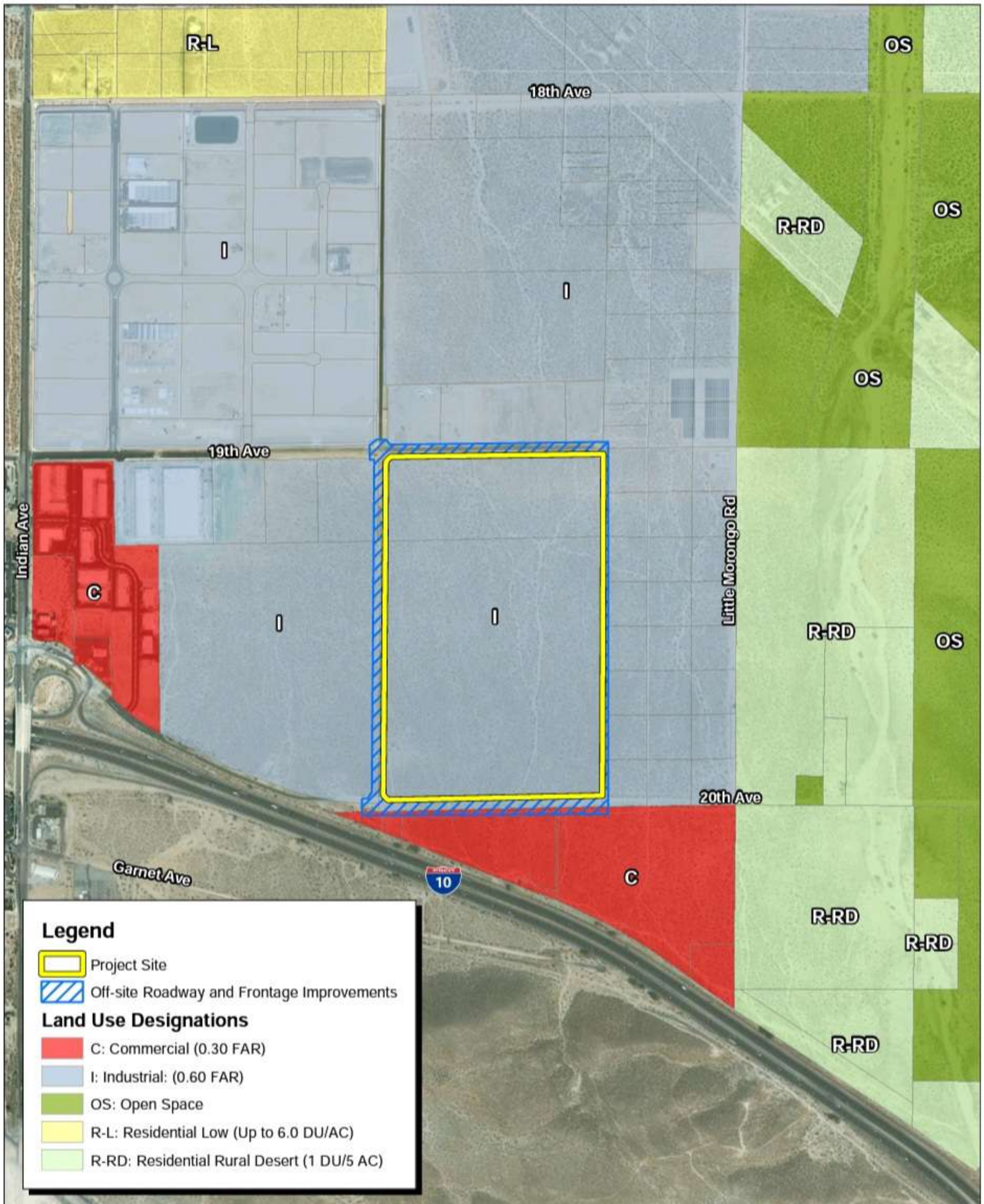
Source: ESRI Aerial Imagery.

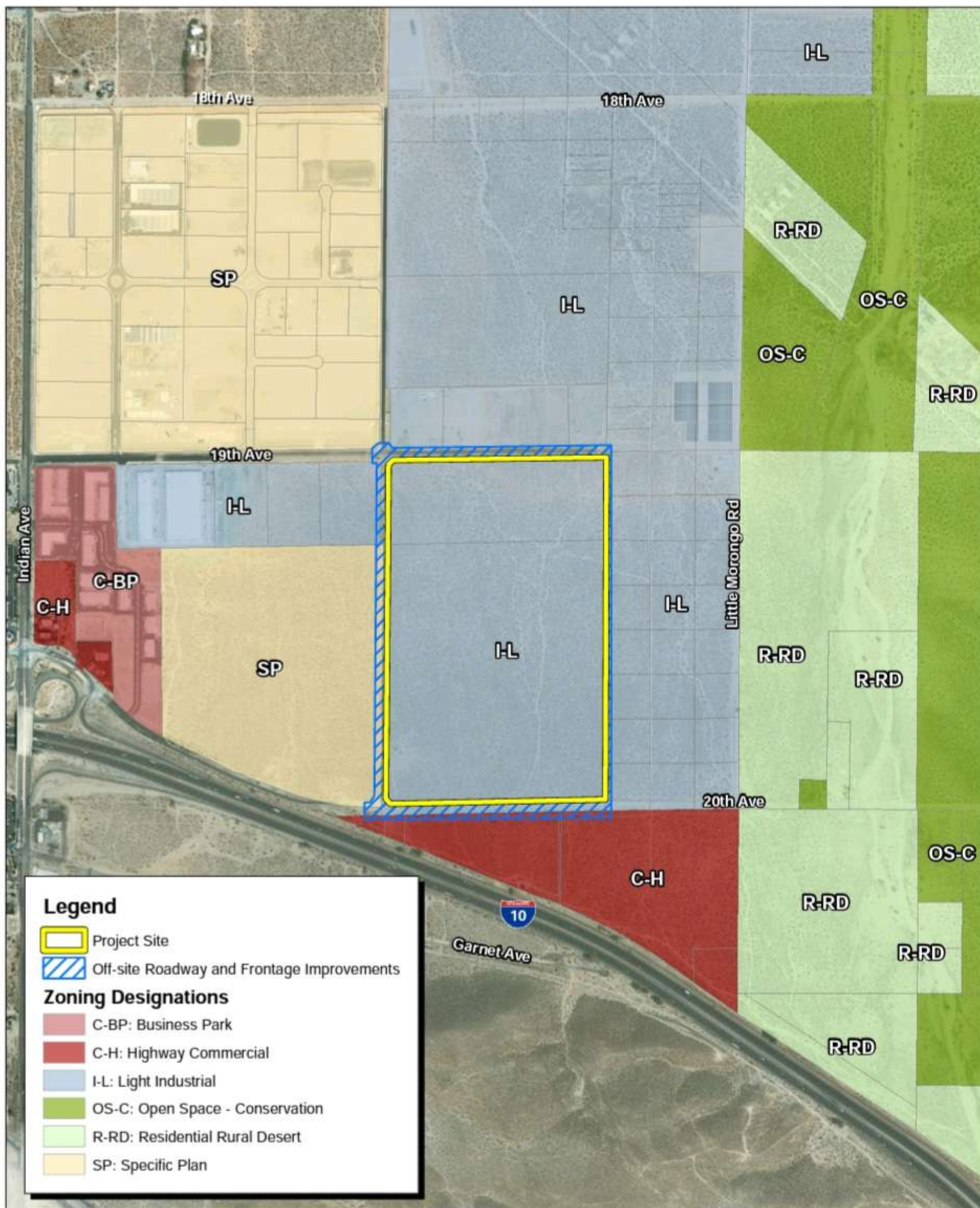
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1,000 500 0 1,000
Feet

Exhibit 2 Local Vicinity Map



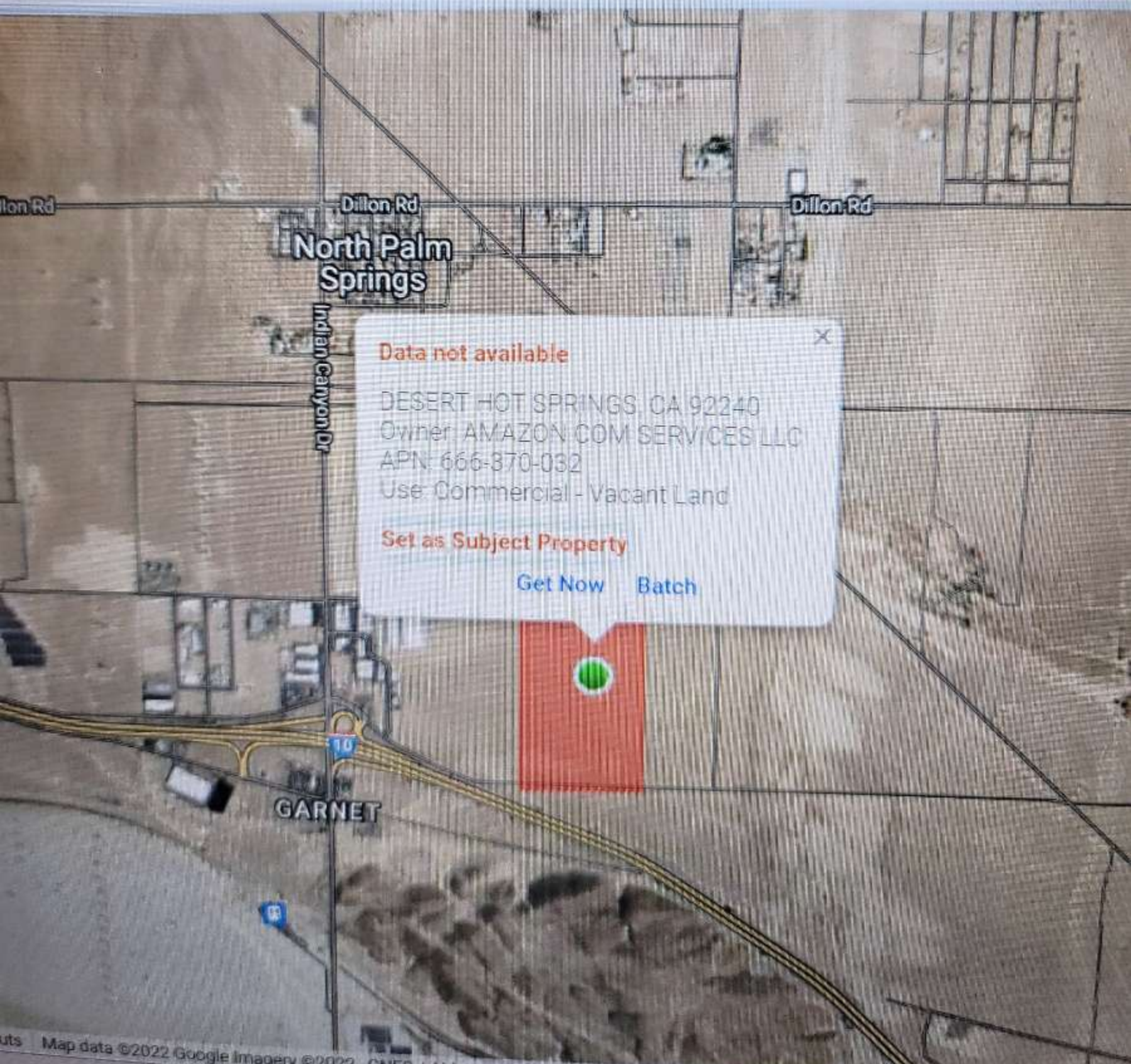


Source: ESRI Aerial Imagery, Riverside County, City of Desert Hot Springs.





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Data not available

DESSERT HOT SPRINGS, CA 92240
Owner: AMAZON.COM SERVICES LLC
APN: 666-870-032
Use: Commercial - Vacant Land

Set as Subject Property

[Get Now](#) [Batch](#)

15 ACRES



63 ACRES

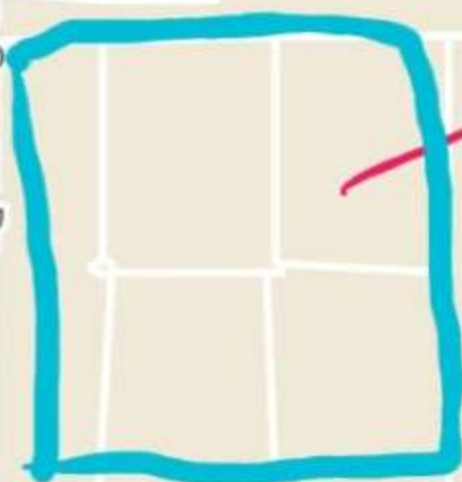


Dillon Rd

North Palm
Springs

Indian Canyon Dr

Coachilin
Cannabis
Complex



76

Pilot Travel Center

Interstate
10 Hwy

Amazon
Warehouse

