

**APPENDIX E**

**SUBDIVISION IMPROVEMENT AGREEMENT**

## **SUBDIVISION IMPROVEMENT AGREEMENT**

*Example – City Engineer will complete agreement and distribute for execution*

**TRACT MAP NO. \_\_\_\_\_**

THIS AGREEMENT ("AGREEMENT") is entered into by and between the City of Coachella, a municipal corporation (hereafter called "CITY"), and \_\_\_\_\_  
\_\_\_\_\_(hereafter called SUBDIVIDER).

WHEREAS, SUBDIVIDER is the owner of certain real property situated in the City of Coachella, County of Riverside, State of California generally known and described as Tract Map No. \_\_\_\_\_ Which is the subject matter of this AGREEMENT (hereafter called the "PROPERTY"); -

WHEREAS, SUBDIVIDER has submitted an application to CITY to subdivide the PROPERTY as Tract Map No. \_\_\_\_\_ (hereafter called MAP);

WHEREAS, SUBDIVIDER proposes to develop the PROPERTY and construct certain work of improvements thereon as hereinafter set forth;

WHEREAS, CITY desires to assure that said proposed improvements will be constructed and installed in a good workmanlike manner and in strict accordance with all applicable laws, statutes, ordinances, resolutions and regulations now in force and effect in the CITY and the terms and conditions imposed on the approval of said MAP by the Planning Commission and the City Council, all of which are incorporated herein;

WHEREAS, SUBDIVIDER acknowledges familiarity with the CITY's requirements and the Subdivision Map Act (Government Code Section 66414-66499.37) and hereby agrees to comply therewith; and

WHEREAS, SUBDIVIDER has prepared and submitted a final tract map for the PROPERTY in accordance with the CITY's requirements for approval by the City Council;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

### **Article 1. Duty to Install Public Improvements**

1.1 Requirement for Public Improvements. SUBDIVIDER shall, at its own cost and expense, construct, install and complete all of the public improvements described on Exhibit 1 in a good workmanlike manner according to the approved plans and specifications and to the satisfaction of the City Engineer within one (1) year hereof. The time for completion may be extended up to one (1) additional year by the City Council for good cause shown. The sum of \$ \_\_\_\_\_ is the estimated construction cost of said improvements, excluding checking and inspection fees.

1.2 Ownership of Public Improvements. All public improvements required to be constructed or installed pursuant to this AGREEMENT shall become the sole exclusive property of the CITY without payment therefore, upon acceptance of said improvements by the CITY.

1.3 Definition of Improvements. The term "improvement" shall mean any and all work or infrastructure required for the development of this subdivision including but not limited to bicycle trails, curbs, drainage facilities, excavation, grading, gutters, landscaping, pathways, sanitary sewers, sidewalks,

streets, street lights, traffic control devices, utilities, water lines, as shown upon plans, profiles or specifications prepared or submitted by SUBDIVIDER.

1.4 Repair or Reconstruction of Defective Improvements. If, within a period of one year after final acceptance of work performed, under this AGREEMENT, any improvement or part of any improvement constructed, installed or furnished, or caused to be constructed, installed or furnished by SUBDIVIDER OR ITS SURETY, or any of the work done under this AGREEMENT, fails to comply with or satisfy any of the requirements of this AGREEMENT, or the specifications referenced herein, SUBDIVIDER OR ITS SURETY shall, without delay and without any cost to the CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or improvements. Should SUBDIVIDER OR ITS SURETY fail to act promptly, or in accordance with these requirements, or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER OR ITS SURETY can be notified, CITY may, at its sole option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER OR ITS SURETY shall pay to CITY the actual cost of such repairs plus fifteen percent. Any such repair or reconstruction shall be to the satisfaction of, and subject to the approval of the City Engineer.

1.5 Repair or Replacement of Unrelated Improvements. SUBDIVIDER OR ITS SURETY shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments situated on said property delineated on the MAP which have been destroyed or damaged, and SUBDIVIDER OR ITS SURETY shall replace or have replaced, repair, or have repaired, as the case maybe, or pay to the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the CITY or by any public or private corporation, or by any person whomsoever or by any combination of such persons. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

1.6 Time of Completion. All of the public improvements shall be completed within one (1) year from the date of CITY's approval of this AGREEMENT or such other period established pursuant to paragraph 1.1 hereof. In the event that SUBDIVIDER fails to complete the public improvements within said period, the CITY may complete said work and shall be entitled to recover the full cost and expenses thereof from SUBDIVIDER, or its surety, as hereinafter provided. The CITY may require SUBDIVIDER, or its surety, to pay the CITY in advance sufficient moneys to pay for CITY's cost of completing construction and installation of said public improvements.

1.7 Security. Contemporaneously with the execution hereof, SUBDIVIDE shall file security, subject to the approval of the City Attorney pursuant to Section 66499 of the Government Code, to guarantee performance of the requirements of this AGREEMENT, the terms and conditions imposed on the approval of the MAP and all of CITY's ordinances, specifications and regulations as follows:

(a) Security in an amount equal to one hundred percent (100%) of the estimated construction cost to guarantee the faithful performance of all the requirements of this AGREEMENT including the construction, installation and completion of the work and public improvements required by this AGREEMENT; and

(b) Security in an amount equal to one hundred percent (100%) of the estimated construction cost to guarantee payment to the contractors, their subcontractors, and to persons renting equipment or furnishing labor and materials to said contractors for the public improvements required by this AGREEMENT.

(c) Security submitted to guarantee the performance of the obligation hereunder shall provide, in addition to the face amount thereof, for the payment of costs and reasonable expenses for fees,

including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligations secured, as required by Government Code Section 66499.4.

Any changes or alterations in the work or public improvements required hereunder, not exceeding ten percent (10%) of their original estimated cost, shall not relieve any liability of the security given for the faithful performance of this AGREEMENT. In the event any changes or alterations of the work or public improvements required hereunder exceed ten percent (10%) of their original estimated cost, SUBDIVIDER shall provide such additional security for its faithful performance as determined by the City Engineer and approved by the City Attorney.

1.8 One year Warrant and Warrant Bond. Without limiting the foregoing, SUBDIVIDER warrants and guarantees materials used and workmanship performed on said work and public improvements, and, further, agrees to maintain all required landscaping in a vigorous and thriving condition, for a period of one (1) year after completion and acceptance thereof by the City Engineer and the City Council. In connection herewith, SUBDIVIDER shall submit security, subject to the approval of the City Attorney, to guarantee SUBDIVIDER's obligations hereunder for a period of one (1) year following completion and acceptance of the work hereunder in a sum equal to ten percent (10%) of their actual construction cost. The security submitted to guarantee the performance of the obligation hereunder shall provide, in addition to the face amount thereof, for the payment of costs and reasonable expenses for fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligations secured, as required by Government Code Section 66499.4.

1.9 Payment of Labor and Materials. The SUBDIVIDER and its contractors shall for any materials, provision, provender, and other supplies or equipment used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for a payment bond with respect to such work or labor, in accordance with Section 1.7 hereof.

## **Article 2. Procedural Requirements**

2.1 Preparation of Improvement Plans. No work pursuant to this AGREEMENT shall be commenced until SUBDIVIDER's plans, profiles and specifications for the public improvements have been submitted to and approved by the City Engineer, or his designee. SUBDIVIDER warrants that its plans, profiles and specifications conform as a minimum to CITY's ordinances and standard specifications, and that they are adequate to construct and install the public improvements in a good workmanlike manner and in accordance with sound construction practices for public works.

2.2 Cost of Checking Plans. The cost of checking and approving the plans, profiles and specifications shall be paid by SUBDIVIDER to CITY. SUBDIVIDER shall make sufficient deposit to the CITY upon submittal of said plans. If said deposit proves to be insufficient to complete said plan checking, SUBDIVIDER shall make additional deposits as required by the City Engineer. Failure to make any required deposit shall cause such plan checking to be suspended and be grounds to withhold the issuance of building permits for any construction in the subdivision defined by the MAP.

2.3 Soils Report. The SUBDIVIDER shall cause to be made and pay for soil tests made by a reputable soils testing laboratory to determine gradation, bearing, and resistance value of soils within the subdivision from which to determine the nature of the improvements. The SUBDIVIDER shall also cause to be made and pay for all compaction tests necessary to determine that all soils including the utility trenches have been satisfactorily backfilled.

2.4 Permits and Fees. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain all necessary permits and licenses for the construction and installation of the work and public improvements required hereunder and pay all required fees and taxes and give all necessary notices.

2.5 Superintendence by Subdivider. SUBDIVIDER shall provide continuous superintendence to the construction and installation of the public improvements by assigning a competent foreman or superintendent, satisfactory to the City Engineer, to the worksite who shall have full authority to act for SUBDIVIDER.

2.6 Duty to Facilitate Inspections. SUBDIVIDER shall at all times maintain proper facilities and provide safe access for inspection by the City Engineer, or his designed, to all parts of the work, and to the shops wherein the work is in preparation:

### **Article 3. Subdivider's Liabilities**

3.1 Liability of Subdivider. The SUBDIVIDER agrees that the use for any purpose and by any person of any or all of the work and public improvements required by this AGREEMENT shall be at the sole and exclusive risk of the SUBDIVIDER at all times prior to final acceptance by the CITY of the completed public improvements thereon and therein; provided, that acceptance by the CITY shall not eliminate, lessen or relieve SUBDIVIDER of any obligations or undertakings contained in this AGREEMENT. The issuance of any occupancy permits by the CITY for any structures located within said subdivision shall not be construed to constitute an acceptance or approval of any of the public improvements required hereunder.

3.2 Liability of Nonperformance. Neither the CITY nor any of its officers or agents shall be liable to SUBDIVIDER, its contractors, or any other person for any error or omission arising out of or in connection with any work to be performed under this AGREEMENT or the plans, profiles or specifications therefore approved by the City Engineer.

3.3 Payment of Connection Fees. All fees established by CITY shall be paid for each lot in the subdivision. Said connection fees shall be paid prior to the time of connection to any existing sewer or waterline, or to any extension of an existing sewer or waterline. In the event the SUBDIVIDER sells lots before the sewer and water connection fees are paid, no building permit shall be issued for any lot within the subdivision until the sewer and water connection fees are paid. The payment of said connection fees shall be the primary obligation of SUBDIVIDER subject to the right of CITY to collect connection fees at the time of issuance of a building permit as hereinabove provided. All applicable sewer and water frontage fees shall be paid to the CITY prior to approval of the final map.

3.4 Utility Deposits. Prior to commencement of any work required by this AGREEMENT, SUBDIVIDER shall file with the City Engineer a statement signed by the SUBDIVIDER and each public utility to the effect that SUBDIVIDER has made all deposits legally required by such public utility for the connection of any and all public utilities required to be supplied by such public utility within the subdivision.

3.5 No City Liability. The CITY shall not be liable to the SUBDIVIDER or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever, in, on, or about the subdivision of the PROPERTY or connected to the construction and installation of the work and public improvements required hereunder.

3.6 Release and Indemnification. The SUBDIVIDER hereby releases and agrees to indemnify, defend and save the CITY, its elective and appointive boards, commissions, officers, agents, and employees harmless from and against any and all injuries to and deaths of persons and damage to property, and all claims, demands, costs, loss, damage and liability (including reasonable attorneys fees and costs of suit), howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any work or public improvement to the PROPERTY and upon premises adjacent thereto pursuant to this AGREEMENT, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands,

costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the SUBDIVIDER, the SUBDIVIDER's agents, employees, and subcontractors while engaged in the performance of said work or public improvements.

### 3.7 Insurance.

(a) SUBDIVIDER shall at all times during the term of this AGREEMENT carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate, against any personal injury, death, loss or damage resulting from the acts of the SUBDIVIDER.

(b) SUBDIVIDER shall at all times during the term of this AGREEMENT carry; maintain and keep in full force and effect, a policy or policies of Commercial Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by SUBDIVIDER in performing the services required by this AGREEMENT.

(c) SUBDIVIDER agrees to carry, maintain, and keep, in full force and effect, at all times during the performance of work under this AGREEMENT workers' compensation insurance as required by law.

(d) The policy or policies required by this section shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(e) SUBDIVIDER agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this AGREEMENT.

(f) At all times during the term of this AGREEMENT, SUBDIVIDER shall maintain on file with the CITY Clerk a certificate or certificates of insurance in a form acceptable to the CITY Attorney, showing that the aforesaid policies are in effect in the required amounts. SUBDIVIDER shall, prior to commencement of work under this AGREEMENT, file with the CITY Clerk such certificate or certificates. The policies of insurance required by this AGREEMENT shall contain an endorsement naming CITY as an additional insured. All of the policies required under this AGREEMENT shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this AGREEMENT.

(g) The insurance provided by SUBDIVIDER shall be primary to any coverage available to CITY. The policies of insurance required by this AGREEMENT shall include provisions for waiver-of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY prior to the commencement of work under this AGREEMENT. At the option of CITY, SUBDIVIDER shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or SUBDIVIDER shall procure a bond guaranteeing payment of losses and expenses.

### 3.8 Necessary Permits and Requisite Fees.

(a) Prior to proceeding with the work, SUBDIVIDER shall, at SUBDIVIDER's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices, and pay all fees and taxes required by law.

(b) SUBDIVIDER agrees to procure, at its expense, any necessary permits required for the opening of any state or county roads or easements outside the jurisdiction of CITY.

#### **Article 4. Inspection of Improvements**

4.1 Inspection by City Engineer. All public improvements shall be inspected under the supervision and direction of and subject to approval of the City Engineer, or designee. The cost of inspections shall be paid by the SUBDIVIDER who shall submit a sufficient deposit prior to the issuance of building permits. If said deposit proves to be insufficient to complete said inspection, SUBDIVIDER shall make additional deposits as determined by the City Engineer. Failure to make any required deposit shall cause such plan inspections to be suspended and be grounds to revoke all the building permits for any construction in the subdivision or to refuse to issue an occupancy permit for any facilities constructed on any lot within said subdivision.

4.2 Approval by City Engineer. It is mutually agreed that the City Engineer shall have the authority to reject any or all of the work or public improvements required hereunder if same fails to conform to the approved plans, profiles or specifications for said public improvements or if same are not constructed or installed in a good and workmanlike manner to the satisfaction of the City Engineer. Furthermore, any damage to existing facilities including any curbs, drainage facilities, gutters, landscaping, sewer and water mains, streets, utilities that occurs after installation shall be repaired to the satisfaction of the City Engineer by the SUBDIVIDER prior to the issuance of an occupancy permit for any structure within the subdivision and prior to the release of any security provided hereunder.

4.3 Responsibility Despite Inspections. Notwithstanding the fact that SUBDIVIDER's plans, profiles and specifications, and construction and installation of the public improvements, and other acts are subject to the approval of the City Engineer, it is understood and agreed that any approval by the City Engineer shall not relieve SUBDIVIDER of the obligations to satisfactorily perform the obligations hereunder. All construction shall be performed strictly in accordance with the approved plans, profiles and specifications, CITY's standard specifications and the provisions of the Coachella Municipal Code to the satisfaction of the City Engineer.

4.4 Occupancy Permits. No occupancy permit for any structure on any lot within the subdivision shall be issued, and no utility connection shall be made, unless and until SUBDIVIDER has complied with all of the obligations hereunder to the satisfaction of the City Engineer.

4.5 Notice of Completion. SUBDIVIDER shall file a Notice of Completion for all of the work and public improvements completed within ten (10) days after CITY's acceptance of said improvements.

4.6 Certification of Satisfactory Completion. Upon the satisfactory completion of the improvements by the SUBDIVIDER, the City Engineer, or his designed, shall certify that the work of said improvements has been satisfactorily completed.

4.7 Filing of "AS Built" Plans. Upon completion of the work or public improvements, SUBDIVIDER shall submit one mylar (4 mils) set of "as built" drawings to the City Engineer. These drawings shall be certified as "as-built" and shall depict the work and public improvements as actually constructed, with all changes incorporated therein.

#### **Article 5. Miscellaneous Provisions**

5.1 Utility Deposits Statement. SUBDIVIDER shall file with the City Clerk, prior to the commencement of any work to be performed within the area delineated on the map, a written statement signed by SUBDIVIDER, and each public utility corporation involved, to the effect that SUBDIVIDER

has made all deposits legally required by such public utility corporation for the connection of any and all public utilities to be supplied by such public utility corporation within the subdivision.

5.2 City Inspections. SUBDIVIDER shall at all times maintain proper facilities, and provide safe access for inspection by CITY, to all parts of the work site(s) including any workshops or plants where work related to the subdivision project is being conducted.

5.3 Defective Construction. If any structure or part of any structure furnished and/or installed or constructed, or any of the work done under this AGREEMENT, fails to fulfill any of the requirements of this AGREEMENT or the 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.

5.4 Notice.

(a) All notices to CITY shall be sent to the following address:

City Engineer  
City of Coachella  
1515 - 6th Street  
Coachella CA 92236

(b) All notices to Subdivider shall be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) All notices herein required shall be in writing and delivered in person or sent by registered mail, postage prepaid.

(d) If one party provides written notice to the other party of a change of address, all further notices shall be addressed and transmitted to the new address.

5.5 Noncompliance. If CITY determines that there is a violation of present state laws, CITY ordinances, other CITY rules, regulations and requirements, and/or the terms and provisions of this AGREEMENT, it may issue a cease and desist order.

5.6 Notice of Breach and/or Default. If SUBDIVIDER refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if SUBDIVIDER should be adjudged a bankrupt, or SUBDIVIDER should make a general assignment for the benefit of SUBDIVIDER's creditors, or if a receiver should be appointed in the event of SUBDIVIDER's insolvency, or if SUBDIVIDER, or any of SUBDIVIDER's contractors, subcontractors, agents, or employees should violate any of the provisions of this AGREEMENT, the City Engineer or CITY may serve written notice upon SUBDIVIDER and SUBDIVIDER's surety of breach of this AGREEMENT, or of any portion thereof, and default of SUBDIVIDER.

5.7 Performance by Surety or City.

(a) In the event of a breach and/or default, SUBDIVIDER's surety shall have the duty to take over and complete the work and the improvements herein specified.



(b) If the surety within five (5) days after receiving notice of SUBDIVIDER's breach and/or default does not provide CITY written notice of its intention to take over the performance of the contract and does not commence performance thereof within five (5) days after notice to CITY of such election, CITY may take over the work and prosecute the same to completion, by contract or by any 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 by CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to SUBDIVIDER as may be on the work site(s) and necessary therefor.

5.8 Relationship of Contractors. It is hereby mutually covenanted and agreed by the parties hereto that SUBDIVIDER's contractors are not agents of the CITY, and that the contractors' relations to CITY, if any, are those of independent contractors.

5.9 Entire Agreement. This writing constitutes the entire agreement of the parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof and may not be modified or amended except as set forth herein.

5.10 Attorney's Fees. In the event of that any action at law or inequity is brought to interpret or enforce any provision of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

5.11 Assignment. This contract shall not be assignable by SUBDIVIDER without written consent of the CITY.

5.12 Successors. Subject to the restrictions against assignment contained herein, this AGREEMENT shall inure to the benefit of and shall be binding upon each of the parties and their respective assigns, successors in interest, personal representatives, estates, heirs and legatees.

5.13 No Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

5.14 Choice of Law. This AGREEMENT shall be governed by the laws of the State of California without regard to the principles of conflict of laws.

5.15 Invalidity. If any provisions of this AGREEMENT shall be declared invalid, void, or unenforceable by a court of competent jurisdiction of the State of California, the remaining provisions shall continue in full force and effect.

5.16 Counterparts. This AGREEMENT may be executed in one or more counterparts, all of which taken together shall be deemed one original.

5.17 Effective Date of Contract. This contract shall not become effective unless and until the final map of said tract shall have been approved by the City Council of the CITY.

Executed at Coachella, California on \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the dates written above.

City of Coachella

*[Subdivider]\*<sup>1</sup>*

By: \_\_\_\_\_  
Eduardo Garcia, Mayor

By: \_\_\_\_\_  
[Name of Officer, Title]

By: \_\_\_\_\_  
[Name of Officer, Title]

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

City of Coachella

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Tony J. Lucero, City Engineer

ATTEST:

By: \_\_\_\_\_  
Isabel Castillon, City Clerk

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\*<sup>1</sup> Note: If the Subdivider is a Corporation, then this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand

**TRACT No.**  
**EXHIBIT 1**  
**TO SUBDIVISION IMPROVEMENT AGREEMENT**

DESCRIPTION	ENGINEER'S ESTIMATE	PERFORMANCE BOND AMOUNT (100%)	PAYMENT BOND AMOUNT (100%)
1. Street Improvements			
2. Sewer Improvements			
3. Water Improvement			
4. Grading			
5. Drainage Structures			
6. Landscape and Irrigation			
7. Walls and Fences			
8. Monumentation			
9. Dry Utilities			
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

9. Such other incidental works necessary to complete the improvements as may be required by the City Engineer of the City of Coachella.

10. The nature and extent of the improvements described as 1 thru 9 are specifically contained in the plans submitted by the Developer's Engineer which have been approved by the City of Coachella.