VICTOR GRUEN ASSOCIATES

30,000

WHA S. W. BANGUIT TY NATIONAL BANK BULLDING COUNTY HILLS, CAUSTORNIA

ALTENTIONS ME SAMUEL W. BANGWE

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WEARER CERCAIN PROFESSIONAL PROPERTY OF THE AGREEMENT OF ANGEST OF

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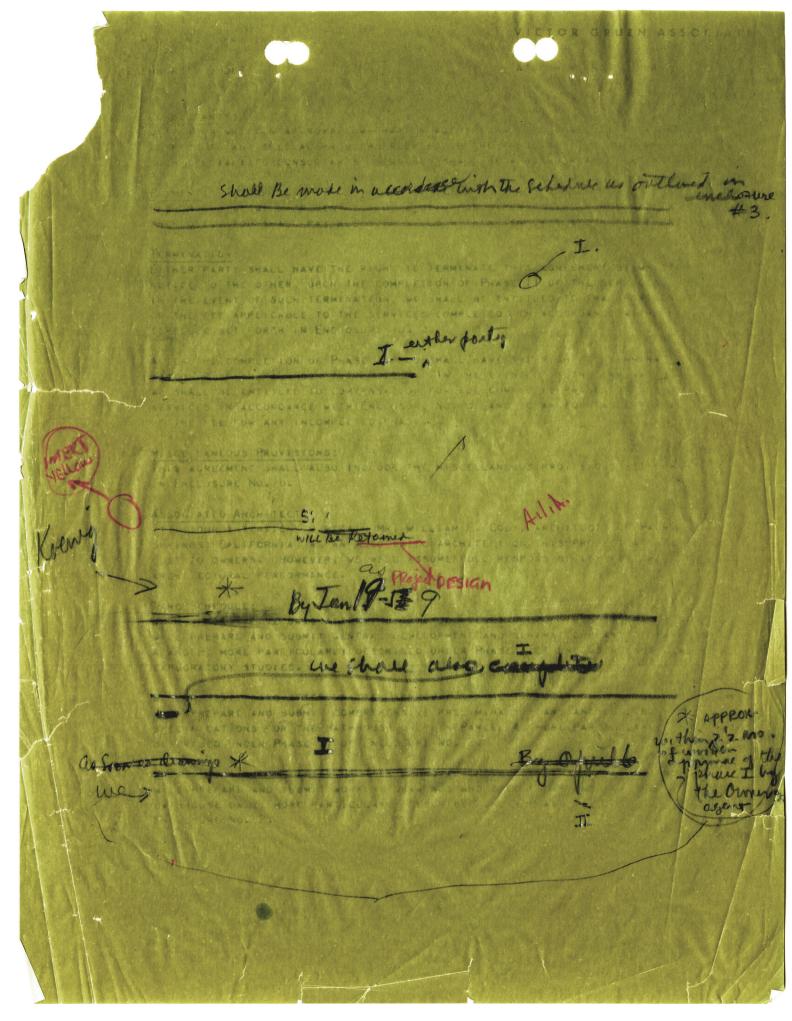
PRIMERPSANCE EXPENSES.

CHARL REINBURGE US CON EXPENSES FACURARS IN CONTRACTOR A STRY, CEEL EXAMPLES OF BUCK AS INDUBIABLE SAME SOM AN I BUILD US HIS

NEW YORK CONTROLS AND VALUE OF AUXNOSPORAS IN VICES

135 South Doheny Drive: Beverly Hills, California & BRadshan 2046 F. Ch. str.

Our as mire of the win that hated about at the need as here is a control of the thirty states, Arisona California, Phirida: Indiana Kansas, Maisbard, Michigal, Monn, sta. Was Verada New Jersey, New York, Ohio, Wiscomers and it the District of Cumbia and the



R GRUEN ASSOCIATES FROM SPRINGS SPA. L R. MER. MO. LOUIS AND MARKET DECEMBER 1, 1958 TOU AGREE, PREASE SIGN IN THE SPACE PROVIDED AND RETURN THE ENCLOSED OF THE LETTER, THIS LETTER AND ITS ENCLOSURES SHALL THEN CONSTITUTE BY ENTIRE AGREEMENT. AKRY LUGEL Yours, SOCIATES. THE FORESOING AGREEMENT IS MEREBY ACCEPTEDE PALM SPRINGS SPA, INC. 8Y:_ TITLES DATE ACCEPTED! ENCLOSURE NO. 1 - DESCRIPTION OF PROJECT ENCLOSURE NG. 2 - SCOPE OF SERVICES ENCLOSURE NO. 3 - FEE PAYMENTS ENCLOSURE No. 4 - REIMBURJABLE EXPENSES ENCLOSURE NO. 5 - INFORMATION ENCLOSURE NO. 6 - MISCELLANEOUS PROVISIONS MG:08

ENCLOSURE NO (1) DESCRIPTION OF PROJECT

THE PROJECT FOR WHICH THE SERVICES SHALL BE RENDERED IS DESCRIBED AS

LOCATIONS

INDIAN AVENUE AND TANQUITE DRIVE, PALM SPRINGS.

2. DIMENSIONS OF SITE:

APPROXIMATELY EIGHT ACRES BOUNDED BY INDIAN AVENUE, TANGUITZ DRIVE, ENCELIA AVENUE AND ANDREAS ROAD.

This Property is divided into two parcels, Parcel A which is a rectangle having 315 feet of Frontage on Indian Avenue and 300 feet of Frontage on Tanquit? Drive. Parcel B is the remainder of the property.

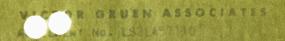
AND COCKS AND LONG TON TON TON POOR TON

4. DESCRIPTION:

THE SCOPE OF SERVICES AS DESCRIBED IN ENCLOSURE NO. 2. WILL BE LIMITED TO SITE PLANNING AT THE PROPERTY AS A WHOLE, ROME THE FOR THE FOLLOWING:

- 1) A BATHHOUSE ON SPA, OF APPROXIMATELY 15,000 SQ. FT.
- 2) RETAIL SHOPS AND STORES.
- 3) RESERT HOTEL OF NOT LESS THAN 100 UNITS.
- 4) A RESTAURANT AND COCKTAIL LOUNGE.
- 5) Possible Additional uses and Parking Facilities.

THE BATHHOUSE WILL INCLUDE LOCKER ROOMS, MASSAGE ROOMS, NATURAL NOT SPRINGS POOL, OFFICE AREA; LAUNDRY, COOLING ROOMS, STEAM ROOM, SEMI-SLEEPING ROOMS, AND OTHER RELATED FACILITIES. THE UNDERGROUND WATER COLLECTION SYSTEM VILL BE CLOSELY COORDINATED WITH THE BATHHOUSE, MARKET STATES OF SERVICES FOR THE BATHHOUSE WILL INCLUDE KELL PRASES AS DESCRISED IN ENCLOSURE NO. 2.



ENCLOSURE NO. 2. PAGE ("OF E SCOPE OF SERVICES

THE SERVICES SHALL BE RENDERED IN THE FOLLOWING PHASES:

PHASE TO COMPLETE WORKING DRAWINGS AND SPECIFICATIONS OF PLANTING PROPERTY OF PROPERTY OF

AND SHALL CONSIST OF THE FOLLOWING:

MUSE 1 - DEVERTIMENT

- CONFERENCES WITH YOU.

- EXAMINATION OF SITE AND SURROUNDING AREAS.

- STUDY OF PERTINENT CODES AND ORDINANCES.

- DEVELOPMENT OF TENTATIVE BASIC SCHEME.

BASED UPON THE POREGOING, WE WILL PREPARE AND FURNISH TO YOU A BASIC SCHEME FOR THE PROJECT CONSISTING OF TYPICAL PLOOF PLANE COMMENCED IN GROUND LEASE. THE MATERIAL WILL INVESTIGATE THE FEASIBILITY OF THE PROJECT AND PRESENT TO YOU IN SCHEMATIC FORM THE RECOMMENDED SOLUTION.

(B) Congreberius

ontline spie of partion a

- DEVELOPMENT OF APPROPRIATE CONSTRUCTION TYPE.

- DEVELOPMENT OF BASIC STRUCTURAL SCHEME.

- DEVELOPMENT OF MECHANICAL AND ELECTRICAL SYSTEMS.

- DEVELOPMENT OF ARCHITECTURAL TREATMENT OF EXTERIOR.

- SELECTION OF BASIC MATERIALS.

DASED UPON THE FOREGOING, WE WILL PREPARE AND FURNISH TO YOU A SET OF COMPREHENSIVE PRELIMINARY PLANS CONSISTING OF 2 SITE PLAN, FLOOR PLAN OF EACH OF THE DUILDING LEVELS, TYPICAL ELEVATIONS AND CROSS SETTIONS, SKETCHES INDICATING ARCHITECTURAL IREATMENT OF SIGNIFICANT BETAILS IN ADDITION, WE WILL PREPARE DUTLINE SPECIFICATIONS AND TENTOTIVE.

COST ESTIMATE FOR THE PROJECT. THIS MATERIAL WILL SUBSTANTIALLY DEALER PROJECT AND WILL ENABLE YOU TO GIVE US ALL THE APPROVAL'S REQUESTED BY US PRIOR TO THE SEGIMNING OF THE FOLLOWING PHASE.

AC MENT NO. ESSLASTING

Scope OF SERVICES

The

PHASE - WORKING DRAWINGS AND SPECIFICATIONS

- A. DEVELOPMENT OF BETAIL DESIGN OF ALL ELEMENTS OF THE BUILDING.
 - COORDINATION AND INTEGRATION OF ARCHITECTURAL DESIGN WITH STRUCTURAL,
 - DEVELOPMENT OF DETAILED LAYOUT OF MECHANICAL AND ELECTRICAL INSTALLAT
 - ESTABLISHMENT OF FINAL GRADES AND UTILITY CONNECTIONS.

BASED ON THE FOREGOING, WE WILL PREPARE AND FURNISH TO YOU A SET OF COMPLETE WORKING DRAWINGS CONSISTING OF PLANS, ELEVATIONS, SECTIONS AND DETAILS COVERING ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL

- B. SELECTION OF MATERIALS, EQUIPMENT AND FINISHES.
 - ESTABLISHING OF STANDARDS OF PERFORMANCE.

BASED ON THE FOREGOING, WE WILL PREPARE AND FURNISH TO YOU PROJECT SPECIFICATIONS PROPERLY DIVIDED INTO TECHNICAL TRADE SECTIONS, FOR THE PROJECT DESCRIBED IN ENCLOSURE NO. 1.

PHASE - SUPERVISION OF CONSTRUCTION

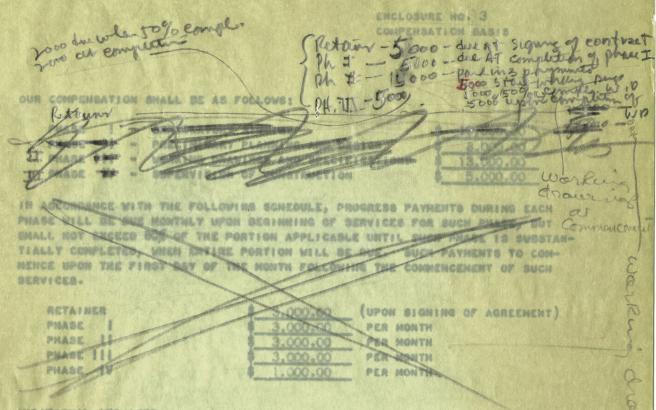
- * ASSISTANCE IN PRESENTATION OF PLANS TO BUILDING DEPARTMENT FOR PURPOSE OF THE CURING OF BUILDING PERMIT.
- ASSIS ANCE TO YOU IN INVITING BIDS GL
- ISSUANCE OF CLARIFYING BULLETINS DURING BIDDING PERIOD IF REQUESTED BY
- ASSISTANCE IN AWARDING OF CONTRACT.
- CHECKING OF SHOP DRAWINGS FOR ARCHITECTURAL, STRUCTURAL AND MECHANICAL TRADES.
- GENERAL SUPERTISION QURING CONSTRUCTION.
- SELECTION AND COORDINATION OF COLORS AND FINISH MATERIALS.
- ADVICE ON SELECTION OF PLANTING MATERIAL FOR INCIDENTAL LANDSCAPING.

THE PURPOSE OF OUR GENERAL SUPERVISION IS TO ENDEAVOR, WITHIN THE LIMITS OF SUCH SUPERVISION, TO GUARD YOU AGAINST DEFECTS AND DEFICIENCIES IN THE WORK OF CONTRACTORS; WE, HOWEVER, DO NOT GUARANTEE PERFORMANCE BY A CONTRACTOR OUR GENERAL SUPERVISION IS TO BE DISTINGUISHED FROM THE CONTINUOUS UNTSITE INSPECTION OF A CLERK-UE-THE-MORKS. IF REQUESTED ST YOU, WE WILL, ACTING DO YOUR BEHALF, ENGAGE A CLERK-UF-THE-WORKS ACCEPTABLE TO YOU AND TO US ALL SALARY SATISFACTORY TO YOU. SALARIES AND EXPENDITURES IN CONNECTION WITH SUCH ENGAGEMENT, IF ADVANCED BY US, SHALL BE CONSIDERED AS REIMBURSABLE EXPENSES AS SET FOREM IN ENGLOSURE NO. 4. OUR SERVICUS DURING THIS PHRSE WILL DE LIMITED TO THE CONSTRUCTION WORK PERFORMED UNDER A SINGLE GENERAL CONTRACT.

DELAYS

fourteen

A PERIOD NOT EXCEEDING EXCENT MONTHS TRON THE DATE OF THIS AGREEMENT. TO.
THE SERVICES ARE RENDERED OVER A LONGER PERIOD (WHETHER OR NOT PENDERLO CONTINUOUSLY) AT YOUR REQUEST, OR AS A RESULT OF DELAYS BEYOND OUR CONTROL, DUE
THE WILL BE INCREASED BY A REASONABLE AMOUNT.



ADDITIONAL SERVICES

QUE SERVICES UNDER THIS AGREEMENT ARE EXCLUSIVELY LIMITED TO THOSE DES-

IF YOU REQUEST OF REQUIRE US TO REMOTE ADDITIONAL SERVICES, WE WILL BE ENTITLED TO AN ADDITIONAL FEE COMPUTED AT THE RATE OF TWO AND ONE-WALF TIMES THE WAGES AND SALARIES OF THE PRODUCTION PERSONNEL FOR THE TIME SPENT RENDERING SUCH SERVICES PROVIDED YOU ARE ADVISED IN ADVANCE BY LETTER THAT SUCH SERVICES REQUESTED ARE BEYOND THE SCOPE OF THE CONTRACT.
ADDITIONAL SERVICES INCLUDE THE FOLLOWING:

- (1) SERVICES RENDERED BY US AT YOUR REQUEST WHICH ARE BEYOND THE SCOPE OF THE PROJECT AS DEFINED IN ENCLOSURE NO. 1, OR BEYOND THE SCOPE OF THE SERVICES AS DESCRIBED IN ENCLOSURE NO. 2.
- (2) SERVICES REMORRED IN CONNECTION WITH ANY DUPLICATION, CHANGE OR REVISION OF WORK ALREADY PERFORMED BY US, IF OCCASIONED BY YOUR REQUEST AFTER PRIOR APPROVAL OF SUCH WORK, OR BY OTHER CIRCUMSTANCES REVOND OUR CONTROL.

PALM SPRINGS SPAY IN

VACOR GRUEN ASSOCIATES

ENCLOSURE NO. 4
REIMBURSABLE EXPENSES

EXPENSES FOR WHICH WE ARE TO BE REIMBURSED INCLUDE, FOR EXAMPLE, THOSE MENTIONED BELOW!

THE SUMS PAID TO SPECIALIZED CONSULTANTS ENGAGED WITH YOUR APPROVAL, THOSE HAD BEEN TO THE OWNER.

The state of the s

THE COST OF HE MODEL-BUILDING, ETC., WHEN PERFORMED BY INDEPENDENT FIRMS OR INDIVIDUALS.

THE COST OF BLUEPRINTING AND PHOTOGRAPHIC SERVICES FOR FINDE 155WENTS-

SULL DE CHAPARD TO YOU AF COST AT THE BATES GENERALLY PRESTUNC

ENGLOSURE NO.

THE FOLLOWING EMPORMATION HAS SEEN FORMISHED BY YOU TO US AT TOPA

- 3. SURVEYOR'S DESCRIPTION OF THE PROPERTY INDICATING MONUMENTS, TOPOGRAPHY, ETC.
- 2. Soil TEST ANALYSES OF SITE WITH RELATED BORING INFORMATION.
 - 3. LIBTING OF THE FACILITIES AND THE APPROXIMATE AREAS OF EACH TO BE INCORPORATED IN THE PROJECT.
 - 4. EXCENPTS FROM THE LEASES, DEEDS, ETC., LISTING ANY RESTRICT
 - FEASIBILITY OF DEVELOPMENT AND LIFELIZATION OF PRESENT NATURAL SPRINGS AND RECOMMENDATIONS RELATED TO THE FEASIBILITY OF CONSTRUCTION ADJACENT TO THE WATER-BEARING SANDS. WE HAVE EMECIFICALLY EXCLUDES ANY ACTIVITY ON OUR PART RELATED TO THESE NATURAL SPRINGS.

ADDITIONAL INFORMATION, AS MAY FROM TIME TO THE BE REQUIRED FOR THE PROGRESS OF THE PROJECT, SHALL BE FURNISHED BY YOU PROMPTLY SO AS NOT TO DELAY OR INTERRUPT DUR WORK.

AL AT NO. LSZLAS7110

MISCELLANEOUS PROVISIONS

THE FOLLOWING MISCELLANEOUS PROVISIONS ARE HEREBY MADE A PART OF THE FOREGOING LETTER AGREEMENT:

PROFESSIONAL SERVICES

ALL SERVICES SEQUIRED BY LAW TO BE RENDERED BY OR UNDER THE DIRECTION OF A OULY REGISTERED ARCHITECT OR ENGINEER SHALL BE RENDERED IN COMPLIANCE WITH LAW.

OUR AFFILIATED COMPANIES
WE MAY ASSESS. THE EXPENENT OR SUBCONTRACT ANY OR ALL OF THE
SERVINES TO CHALIFIER INDIVIDUALS, CARPORATIONS OF TIRMS AFFILIATED WITH US. WITHOUT, HOWEVER, RELIEVING US. OF ANY OBLIGATIONS HEREUNDER. IN SUCH EVENT WE SHALL BE COMPENSATED AS
THOUGH SUCH SERVICES HAD BEEN RENDERED BY US.

OWNERSHIP OF DOCUMENTS

DRAWINGS AND SPECIFICATIONS, BEING INSTRUMENTS OF SERVICE,
SHALL BE CAMPROPERTY, WHETHER THE WORK FOR WHICH THEY ARE
MADE IS EXECUTED OR NOT. NO PART OF THE DRAWINGS AND SPECIFICATIONS MAY BE USED IN CONNECTION WITH OTHER WORK EXCEPT BY
OUR WRITTEN AGREEMENT COLL DURINGS.

4. ESTIMATES

WE WILL USE OUR BEST REASONABLE EFFORTS IN FURNISHING ESTIMATES,

INCLUDING ESTIMATES OF COST OR OF PROGRESS, BUT WE SHALL HAVE NO

OTHER RESPONSIBILITY WITH RESPECT TO ESTIMATES.

ARBITRATION
ANY CONTROVERSY RELATING TO THIS AGREEMENT SHALL BE SETTLED BY
ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON ANY AVARD RENDERED MAY
BE ENTERED IN ANY COURT HAVING JURISDICTION.

ANY NOTICES
AMY NOTICES MEREUNDER TO THE RESPECTIVE PARTIES INDICATED SHALL
BE SUFFICIENT IF GIVEN IN WRITING, MAILED VIA REGISTERED MAIL,
POSTAGE PREPAID, ADDRESSED AS RESPECTIVELY INDICATED OR AT SUCH
OTHER PLACE AS THE APPLICABLE PARTY MAY FROM TIME TO TIME DESIGNATE BY WRITTEN NOTICE:

A. TO US, ADDRESSED TO:

B. TO YOU, ADDRESSED TO:

The state of the s

PALL SPRINGS SPA, INC.

C/O . W. BANGWIT

CITY HATIONAL BANK BUILDING
BEVI LY HILLS, CALIFORNIA

WEA