

CITY OF GARDEN GROVE

INTER-DEPARTMENT MEMORANDUM

<p>To: Matthew J. Fertal</p> <p>Dept: City Manager</p> <p>Subject: APPROVAL OF THE ACQUISITION OF AN EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FOR PROJECT NO. 7258 - EUCLID STREET/TRASK AVENUE INTERSECTION IMPROVEMENT PROJECT LOCATED AT 13411 EUCLID STREET, GARDEN GROVE</p>	<p>From: William E. Murray</p> <p>Dept: Public Works</p> <p>Date: February 25, 2014</p>
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OBJECTIVE

It is requested that the City Council approve the acquisition of an easement for roadway purposes and a related temporary construction easement for Project No. 7258 - Euclid Street/Trask Avenue Intersection Improvement Project ("Project") over a portion of the real property located at 13411 Euclid Street, owned by the Garden Grove Church of the Nazarene ("Owner").

BACKGROUND/DISCUSSION

In accordance with the California Environmental Quality Act (CEQA), the potential environmental impact of the Project was previously evaluated in a Negative Declaration. This Negative Declaration was considered and adopted by the City Council on August 9, 2005. Staff has negotiated the acquisition of the pertinent rights-of-way over a portion of the parcels that comprise the Project.

On January 27, 2007, the City acquired a 2,585 square foot easement ("First Easement") for a right-turn lane from southbound Euclid Street onto westbound Trask Avenue. After redesigning the intersection, an additional 921 square feet of right-of-way ("Second Easement") is required to lengthen the right-turn lane to full efficiency. In the new configuration, the City will be utilizing approximately 1,769 square feet of the 2,585 square feet leaving approximately 815 square feet ("Remaining Area"). Staff has concluded that the Remaining Area is no longer needed for the Project; and the Owner desires to acquire the Remaining Area. The Owner agrees to credit the City for the acquisition of the Remaining Area towards the purchase price of the Second Easement. The difference in value totaling \$5,475 is for the 106 square foot difference in the area between the Second Easement and the Remaining Area, which is the agreed upon purchase price.

In order to complete the transfer of the Remaining Area to the Owner, a street vacation will have to be approved by the Planning Commission and subsequently the City Council. Should the street vacation not be approved by the City Council, then the credit for the remaining area will not apply and the City will need to pay the Owner an additional \$20,400, for a total fair market value price for the second easement of

ACQUISITION OF EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR
STREET PURPOSES AT 13411 EUCLID STREET

February 25, 2014

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\$25,850, as determined by an independent appraisal. Assuming that the street vacation is approved, the fair market value of the second easement will be \$5,450, plus the approved transfer of the remaining area to the owner.

Lastly, a temporary construction easement is being presented for approval. Upon construction completion, the temporary construction easement will be quitclaimed back to the Owner.

FINANCIAL IMPACT

Measure "M" local funds have been allocated for the acquisition and the Project.

RECOMMENDATION

It is recommended that the City Council:

- Approve the acquisition of the easement for roadway purposes and a related temporary construction easement for Project No. 7258 - Euclid Street/Trask Avenue Intersection Improvement Project over a portion of the real property located at 13511 Euclid Street, Garden Grove, owned by the Garden Grove Church of the Nazarene.
- Authorize the City Manager to execute the Purchase and Sale Agreement for Acquisition of Right of Way, and make minor modifications as needed, on behalf of the City;
- Authorize the City Manager to execute all necessary instruments to effectuate the transaction on behalf of the City;
- Authorize the City Clerk to accept the Street Deed and Temporary Construction Easement on behalf of the City; and
- Authorize the Finance Director to draw a warrant in the amount \$5,475 if the street vacation is approved; and \$25,850, if the street vacation is not approved, and other necessary funds for purchase of the Second Easement and closing costs.


WILLIAM E. MURRAY
Public Works Director

By: Carlos Marquez
Senior Real Property Agent

Recommended for Approval


Matthew Fertal
City Manager

Attachment 1: Purchase and Sale Agreement for Acquisition of Right of Way
Attachment 2: Plot Map of Remaining Area
Attachment 3: Plot Map of Second Easement

PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF RIGHT-OF-WAY

THIS Purchase and Sale Agreement for Acquisition of Right-of-Way (the "**Agreement**") is made and entered into as of _____, 2014, by and between the CITY OF GARDEN GROVE, a municipal corporation, corporate and politic (The "**CITY**") on the one hand, and CHURCH OF THE NAZARENE OF GARDEN GROVE, a California corporation, (referred to herein as the "**CHURCH**"), on the other hand. CITY and CHURCH shall sometimes hereinafter be referred to individually as "**Party**" or collectively as "**Parties**", with reference to the following facts:

RECITALS

A. CHURCH is the fee simple owner of that certain real property located west of Euclid Street, north of Trask Avenue, in the City of Garden Grove, County of Orange, State of California, which is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein (the "**Church Property**").

B. CHURCH previously granted to CITY an easement for street and highway purposes over a portion of the Church Property comprised of approximately 2,585 square feet (the "**First Easement**"), which is more particularly described and depicted in (i) that certain Street Deed from the CHURCH to CITY, dated January 25, 2007 and recorded on March 28, 2007 as Instrument No. 2007000197137 of the Official Records of the County of Orange, State of California, a copy of which is attached hereto for reference as **Exhibit B**, and (ii) Tract Map No. 16895, recorded on June 29, 2007 as Instrument No. 200700414577 of the Official Records of the County of Orange, State of California.

C. CITY intends to use the First Easement in conjunction with construction of the Euclid Street / Trask Avenue Intersection Improvement Project (the "**Project**").

D. CITY now desires to acquire from the CHURCH, and the CHURCH desires to convey to CITY, an additional easement for public street and highway purposes for the Project over a portion of the Church Property along Euclid Street, comprised of approximately 921 square feet, which is more particularly described on **Exhibit C** attached hereto (the "**Second Easement**"), along with a right of entry and temporary construction easement (the "**Temporary Construction Easement**") over the remainder of the Church Property for purposes of CITY's construction of the Project which is more particularly described in **Exhibit D** attached hereto and made a part hereof. The Parties have mutually agreed that the amount of Twenty Five Thousand Eight Hundred Fifty Dollars and 00/100 Cents (\$25,850.00) constitutes fair and just compensation for CITY's acquisition of the Second Easement and the Temporary Construction Easement, including removal of all landscaping, trees, concrete curbs, block walls, and other site improvements located within the Second Easement area.

E. CITY has also determined that the approximately 816 square foot portion of the First Easement more particularly described in **Exhibit E** attached hereto (the "**Relinquished Area**") is unnecessary for street and highway purposes in conjunction with the Project. Accordingly, CITY desires to relinquish and reconvey the easement in the Relinquished Area to CHURCH, and CHURCH agrees to accept reconveyance of said easement in the Relinquished Area and to provide CITY with a credit against the purchase price for the Second Easement based on the

agreed upon fair market value of the Relinquished Area, which the Parties have mutually agreed to be Twenty Thousand Four Hundred Dollars and 00/100 Cents (\$20,400.00).

AGREEMENT

NOW, THEREFORE, in reliance of the above Recitals, and for and in consideration of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

1. ACQUISITION AND CONVEYANCE OF SECOND EASEMENT.

1.1. Agreement for Acquisition and Conveyance. CHURCH agrees to convey to CITY, and CITY agrees to acquire from CHURCH, the Second Easement and the Temporary Construction Easement, upon the terms and for the consideration set forth in this Agreement.

1.2. Date of Transfer. The term "Date of Transfer," if and where used in this Agreement, shall mean the date the Easement Deed for the Second Easement is recorded in the office of the Orange County Recorder.

1.3 Execution and Delivery of Documents. Upon full execution of this Agreement by the parties ("Effective Date"), CHURCH shall provide the following to CITY:

1.3.1 A duly executed, notarized and recordable Street Deed in substantially the form attached hereto as **Exhibit F**.

1.3.2 A duly executed, notarized and recordable Temporary Construction and Access Easement Deed in substantially the form attached hereto as **Exhibit G**.

1.3.3 A duly executed Non-Foreign Transfer Declaration in the form attached hereto as **Exhibit I**.

1.3.4 Such other documents reasonably requested by City necessary to effectuate the transfer contemplated in this Agreement.

1.4 Recording of Easement Deed. Upon receipt of the duly executed and notarized Easement Deed and Temporary Construction and Access Easement Deed, CITY may record the Easement Deed and Temporary Construction and Access Easement Deed, along with Certificates of Acceptance, the form of which is attached hereto at **Exhibit H**.

1.5 Right of Entry / Temporary Construction Easement. In conjunction with conveyance of the Second Easement, CHURCH hereby grants CITY, and its authorized agents or contractors, a right of entry and temporary construction easement which shall terminate automatically **six (6) years** from the date of recordation or upon completion of the Project, as evidenced by acceptance by the Garden Grove City Council, and filing with the County Clerk, of the Notice of Completion of the Project, whichever occurs first. The purpose of the temporary construction easement is to adjust the grade of the Church Property as needed, and to complete its obligations under this Agreement. CITY agrees to indemnify and hold CHURCH harmless from liability arising out of CITY's use of the CHURCH Property pursuant to this right of entry/temporary construction easement. CITY further agrees to repair all damages caused by the use of the CHURCH Property at its sole cost and expense. CITY shall restore the remainder CHURCH Property as nearly

as practicable to the state in which it existed prior to the use of said remainder property by CITY, its agents or contractors, except that City may adjust the grade of the Church Property, as needed, to ensure proper drainage.

1.6 Title Insurance a Condition Precedent to. The Parties acknowledge and agree that CITY's ability to obtain a policy of title insurance, acceptable to CITY in its sole and absolute discretion, for the Second Easement is an express condition precedent to CITY's obligation to purchase the Second Easement and Temporary Construction Easement and/or to transfer the Relinquished Area to CHURCH. CITY shall pay all costs associated with any such title insurance policy.

2. CONSIDERATION/PURCHASE PRICE.

2.1 Purchase Price. The total consideration payable by CITY to CHURCH pursuant to this Agreement shall be Five Thousand Four Hundred Fifty Dollars and 00/100 Cents (\$5,450.00) (the "**Purchase Price**"). CITY shall pay CHURCH the Purchase Price within three (3) business days of the Date of Transfer.

2.2 Vacation and Reconveyance of Relinquished Area. The Parties acknowledge and agree that the Purchase Price recited in Section 2.1 includes a credit in the amount of Twenty Thousand Four Hundred Dollars (\$20,400.00) for CITY's relinquishment and reconveyance of CITY's easement in the Relinquished Area. Accordingly, subject to limitation by applicable legal and regulatory authority, CITY hereby covenants that within one hundred twenty (120) days of the Date of Transfer, CITY shall institute proceedings to vacate the easement for street and highway purposes over the Relinquished Area and shall promptly pursue such proceedings to a final decision. Upon completion of said vacation proceedings and vacation of the easement, CITY shall promptly execute and record a Quitclaim Deed in the form attached hereto as **Exhibit H** conveying any and all interest of CITY in the Relinquished Area to CHURCH. In the event the easement over the CHURCH Property has not been duly vacated and the Quitclaim Deed duly executed and recorded within one hundred eighty (180) days of the Date of Transfer, CITY shall pay CHURCH the additional sum of Twenty Thousand Four Hundred Dollars (\$20,400.00), which is the amount credited by CHURCH to CITY against the Second Easement purchase price for relinquishment of CITY's easement in the Relinquished Area.

3. POSSESSION AND USE/RIGHT OF ENTRY.

It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the Second Easement by the CITY, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by CHURCH. The Purchase Price includes, but is not limited to, full payment for such possession and use.

4. PROPERTY INTEREST FREE OF ENCUMBRANCES.

CHURCH agrees and covenants that the Second Easement shall be conveyed to CITY free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, whether recorded or unrecorded (collectively, "Encumbrances"), and that CHURCH, at CHURCH's expense, shall take all actions necessary to remove any and all Encumbrances prior to CITY's payment of the Purchase Price and as an express condition precedent to CITY's obligation to purchase the Second Easement and Temporary Construction Easement and/or to transfer the Relinquished Area to CHURCH. Notwithstanding the

foregoing, CHURCH shall not be required to remove the following Encumbrances: (i) any lien for real property taxes for the then current fiscal year, which are not yet due and payable; (ii) easements or rights-of-way for public roads or public utilities, if any; or (iii) any Encumbrances the removal of which is waived in writing by CITY. CHURCH shall not improve, alter, encumber, lease or agree to sell the CHURCH Property or any portion thereof or interest therein to any other party during the period from the Effective Date to the Date of Transfer or the date of the termination of this Agreement, as applicable.

5. TAXES AND FEES.

5.1 Delinquent Taxes. CITY shall be authorized to pay any delinquent property taxes, delinquent assessments, or bonds against the Second Easement, together with penalties and interest thereon, and deduct the same amount from the Purchase Price.

5.2 Proration. CHURCH's prorata portion of taxes for the current fiscal year, if any, due upon the Date of Transfer, shall be cleared and paid by CHURCH pursuant to provisions of Section 5082 through 5090 of the Revenue and Taxation Code of the State of California.

5.3 Fees. CITY shall pay all recording fees and similar transaction fees incurred in this transaction.

6. DUE DILIGENCE.

CITY acknowledges that CHURCH has made no representations, warranties, or agreements as to any matters concerning the Second Easement, including, but not limited to, the marketability of title, land, topography, climate, air, water, water rights, utilities, present or future zoning, soil, subsoil, hazardous substances, waste, or materials, the purposes for which the Second Easement is suited, drainage, access to public roads, proposed routes or extension of roads, or the availability of government permits or approvals of any kind. CITY further acknowledges having made its own independent inspections and investigations as to all matters concerning the Second Easement and agrees to accept said Second Easement in its "as-is" condition. CHURCH warrants that, to the best of its present knowledge, there are no unrecorded encumbrances (including, but not limited to, liens, leases, easements or licenses) on all or any portion of the Second Easement.

CHURCH acknowledges that CITY has made no representations, warranties, or agreements as to any matters concerning the Relinquished Area, including, but not limited to, the marketability of title, land, topography, climate, air, water, water rights, utilities, present or future zoning, soil, subsoil, hazardous substances, waste, or materials, the purposes for which the Relinquished Area is suited, drainage, access to public roads, or the availability of government permits or approvals of any kind. CHURCH further acknowledges having made its own independent inspections and investigations as to all matters concerning the Relinquished Area and agrees to accept said Relinquished Area in its "as-is" condition. CITY warrants that, to the best of its present knowledge, there are no unrecorded encumbrances (including, but not limited to, liens, leases, easements or licenses) on all or any portion of the Relinquished Area.

7. COVENANT NOT TO FURTHER ENCUMBER THE SECOND EASEMENT.

CHURCH shall not, directly or indirectly, alienate, encumber, transfer, option, lease, assign, sell, transfer or convey its interest or any portion of its interest in the Second Easement, or any portion thereof, or enter into any agreement to do so, so long as this Agreement is in force.

CHURCH shall timely discharge, prior to the Date of Transfer, any and all obligations relating to work performed on or conducted at or materials delivered to or the Second Easement in order to prevent the filing of any claim or mechanic's lien with respect to such work or materials.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS.

8.1. City's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to CHURCH as follows, all of which shall survive the Close of Escrow:

8.1.1. City's Authority. City has the capacity and full power and authority to enter into this Agreement and to carry out the obligations contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by City and upon delivery to and execution by CHURCH, shall be a valid and binding Agreement of City.

8.2. CHURCH's Representations and Warranties. CHURCH represents and warrants to City as follows, all of which shall survive the Close of Escrow:

8.2.1. Ownership of the CHURCH'S property. CHURCH owns a fee simple interest in the Church Property, including that portion of the Church Property constituting the Second Easement, and has the legal power and authority to convey the Second Easement to the City.

8.2.2. CHURCH's Authority. CHURCH has the capacity and full power and authority to enter into this Agreement and to carry out the obligations contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by CHURCH and upon delivery to and execution by City, shall be a valid and binding Agreement of CHURCH.

8.2.3. Hazardous Substances. To the best of its knowledge, neither CHURCH nor any third party has used, generated, manufactured, stored or disposed any Hazardous Substances in, at, on, under or about the Second Easement or transported any Hazardous Substance to or from the Second Easement. Additionally, the Second Easement is not in violation, nor has it been or is it currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Second Easement. CHURCH shall defend, indemnify and hold harmless CITY and its officers, directors, employees, agents, shareholders, attorneys and their respective representatives and successors in interest (collectively, "**City Indemnitees**") from any liability, loss, cost, damage or expense, including, without limitation, court costs, expert witness fees and attorneys' fees, that City Indemnitees may suffer or incur as a result of any claim, demand, action, cost or judgment made or obtained by any individual, partnership, cooperation, entity, governmental agency or person which arises out of or results from the presence or existence of Hazardous Substances above, below or on the Second Easement to the extent that such Hazardous Substances are or were attributable to CHURCH's operations on or about the Second Easement prior to the Date of Transfer.

8.2.4. Legal Actions. There is no known suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment or zoning change proceeding,

pending or threatened, or any judgment, moratorium or other government policy or practice which affects the Second Easement, or which adversely affects CHURCH's ability to perform hereunder, nor does CHURCH know of any fact which might give rise to any such action, investigation or proceeding.

8.3. Continuing Representations and Warranties. Each of the representations and warranties made by the Parties in this Agreement, or in any exhibit or on any document or instrument delivered pursuant hereto, shall be continuing representations and warranties which shall be true and correct on the date hereof, and shall be deemed to be made again as of the Date of Transfer, and shall then be true and correct. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of CITY and CHURCH contained in this Agreement, are conditions precedent to the completion of this transaction. CITY and CHURCH shall each immediately notify the other of any facts or circumstances which are contrary to the foregoing representations and warranties contained in this Section 8. In addition, notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities and agreements contained in this Section 8 shall survive the termination of this Agreement.

9. FULL AND COMPLETE SETTLEMENT.

CHURCH hereby acknowledges that the compensation paid to CHURCH through this Agreement constitutes the full and complete settlement of any and all claims against CITY, by reason of CITY's acquisition of the Second Easement and the Temporary Construction Easement, specifically including, but not limited to, any and all rights or claims that CHURCH has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. CHURCH, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges CITY and any and all of CITY's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which CHURCH may be entitled pursuant to applicable sections in Chapter 16 of Division 7 of Title 1 of the California Government Code (Gov. Code sec. 7260, et seq.) ("California Relocation Assistance Law"), regulations adopted by the State of California to implement or pursuant to the California Relocation Assistance Law, and/or the Federal Uniform Relocation Assistance Act (42 U.S.C. sec. 4601, et seq.), regulations adopted by the Federal Government to implement 42 U.S.C. sec. 4601, et seq., pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from CITY, or receive any financial gain from, CITY's sale of any portion of the Second Easement, any right to challenge CITY's adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any other obligation placed upon CITY pursuant to Code of Civil Procedure sections 1230.020 through 1273.050, any other rights conferred upon CHURCH pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025, and claims litigation expenses, attorney's fees, statutory interest and/or costs. In furtherance of this release, CHURCH represents that it is aware of, and knowingly and voluntarily waives, the provisions of California Civil Code section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Initial

Initial

10. BROKERS.

City and CHURCH each represents and warrants to the other that they have not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Easements and that no CITYs or finder's fees are payable in connection with this transaction. City and CHURCH each agree to indemnify and hold harmless the other against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of breach of the foregoing representation by the indemnifying Party. Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities and agreements contained in this Section 10 shall survive the termination of this Agreement.

11. GENERAL PROVISIONS.

11.1. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

11.2. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be amended or modified only by a writing signed by both Parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement.

11.3. Headings. Headings used in this Agreement are for convenience of reference only and are not intended to govern, limit, or aide in the construction of any term or provision hereof.

11.4. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of California.

11.5. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11.6. Waiver of Covenants, Conditions or Remedies. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party

of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies.

11.7. Legal Advice. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution of such party as the sole source of the language in question.

11.8. Relationship of Parties. The Parties agree that their relationship is that of conveyancer and conveyancee, and that nothing contained herein shall constitute either Party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the Parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other Party, nor shall either party be in any way liable for any debt of the other.

11.9. Attorneys' Fees. In the event that either Party hereto institutes an action or proceeding for a declaration of its rights under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of this Agreement, or the transactions contemplated hereby, or in the event either Party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting Party or prevailing Party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

11.10. Assignment. Neither CITY nor CHURCH shall assign its rights or delegate its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to this Agreement.

11.11. Notices. No notice, request, demand, instruction, or other document to be given hereunder to either Party shall be effective for any purpose unless personally delivered to the Party at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), personally delivered; delivered by courier; next-day delivery (e.g. Federal Express); sent by U.S. mail, postage pre-paid; or sent via telecopier, as follows:

If to City, to:

Attn: Carlos Marquez
Senior Real Property Agent
Public Works Department
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Facsimile No.: (714) 741-5136
Telephone No.: (714) 741-5181

With a copy to: Attn: Thomas F. Nixon, Esq.
City Attorney
c/o Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626
Facsimile No.: (714) 835-7787
Telephone No.: (714) 558-7000

If to CHURCH, to: Attn: Dan Keeton,
Head Pastor
13411 Euclid Street
Garden Grove, CA 92843

Notices delivered by courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices sent via facsimile shall be deemed delivered the same business day transmitted if transmitted before 4:30 P.M. (PT), otherwise shall be deemed delivered on the following business day. The addressees, addresses, and facsimile numbers for the purpose of this section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last addressee, address, and facsimile number stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

11.12. Survivability. All covenants of CITY or CHURCH which are intended hereunder to be performed in whole or in part after Date of Transfer and all representations, warranties, and indemnities by either Party to the other, shall survive the Date of Transfer and delivery of Easement Deed, and be binding upon and inure to the benefit of the respective Party.

11.13 Authority. The persons executing this Agreement hereby warrant and represent that the execution of this Agreement and the performance of the terms and conditions of this Agreement have been authorized by all requisite corporation, federal, state, municipal or other entity requirements and that the undersigned have the right, power, legal capacity and authority to execute and to enter into this Agreement.

11.14 City Council Approval of Agreement. This Agreement is subject to the approval of the City Council of the City. If this Agreement remains unapproved by the City Council, then the Parties will have no further obligation under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

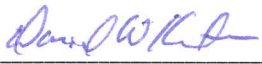
CITY

CHURCH

City of Garden Grove, a municipal corporation,

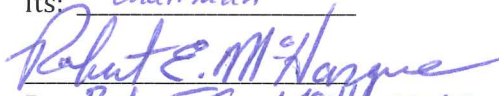
CHURCH OF NAZARENE OF GARDEN GROVE, a California corporation;

By: Matthew Fertal
Title: City Manager



By: Daniel W. Keeton
Its: Chairman

Attest:




By: Robert E. McHargue
Its: Corporate Secretary

By: Kathleen Bailor
City Clerk

Approved as to form by:

WOODRUFF, SPRADLIN & SMART

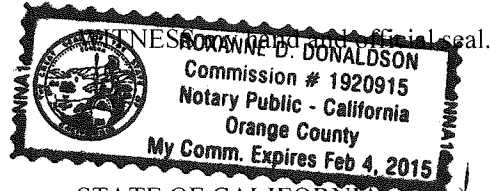


Thomas F. Nixon, Esq.
City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On June 4, 2014, before me, Roxanne D. Donaldson, a Notary Public, personally appeared Daniel W. Keeton, 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 declare under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Roxanne D. Donaldson
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On June 4, 2014, before me, Roxanne D. Donaldson, a Notary Public, personally appeared Robert E. McHargue, 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 declare 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.

Roxanne D. Donaldson
Notary Public

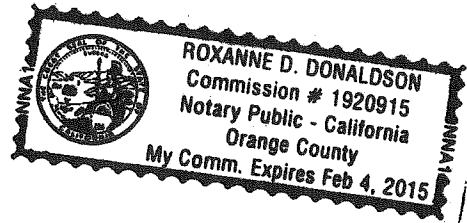


Exhibit List

- Exhibit A -- Legal Description and Depiction of the Church Property
- Exhibit B -- 2007 Street Deed Depicting First Easement Area
- Exhibit C -- Legal Description and Depiction of Second Easement Area
- Exhibit D -- Legal Description and Depiction of Temporary Construction Easement
- Exhibit E --Legal Description and Depiction of Relinquished Area
- Exhibit F --Form of Street Deed
- Exhibit G --Form Temporary Construction and Access Easement Deed
- Exhibit H -- Form of Certificate of Acceptance
- Exhibit I -- Form of Non-Foreign Transfer Declaration
- Exhibit J -- Form of Quitclaim Deed

EXHIBIT A

(LEGAL DESCRIPTION AND DEPICTION OF CHURCH PROPERTY)

Real property in the **City of Garden Grove**, County of **Orange**, State of **California**, described as follows:

LOTS 1 THROUGH 7 OF TRACT NO. 16895, AS SHOWN ON A MAP FILED IN BOOK 892, PAGES 11 THROUGH 15 INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, AND AS AMENDED BY A CERTIFICATE OF CORRECTION RECORDED OCTOBER 27, 2009 AS INSTRUMENT NO. 2009000581723 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

(DEPICTION OF CHURCH PROPERTY)

EXHIBIT B

(2007 STREET DEED DEPICTING FIRST EASEMENT AREA)

EXHIBIT C

(LEGAL DESCRIPTION AND DEPICTION OF SECOND EASEMENT AREA)

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL "A":

All that certain real property situated in that portion of Lot 1 of Tract No. 16895, in the City of Garden Grove, in the County of Orange, State of California, as per map recorded in Book 892, Pages 11-15 of Miscellaneous Maps, in the Office of the County Recorder of said County more particularly described as follows:

BEGINNING AT the southeast corner of said Lot 1 thence along the southerly line of said Lot N89°53'04" 12.00 feet; thence leaving said southerly line N 0°06'56"E 33.21 feet to the beginning of a curve concave easterly having a radius of 165.00 feet; thence northerly along said curve an arc length of 45.58 feet to the beginning of a curve concave westerly having a radius of 165.00 feet; thence northerly along said curve an arc length of 45.58 feet to a point on the easterly line of said Lot 1; thence southerly along said easterly line S 1°30'12"W 20.67 feet to an angle point in said easterly line; thence southerly along said easterly line S 0°06'56"W 102.55 feet to the Point of Beginning.

See Exhibit "B" attached. Containing 921 square feet more or less.

Prepared by: Bruce Hall Land Surveyor

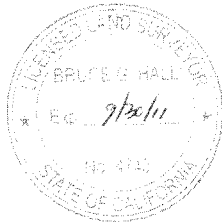
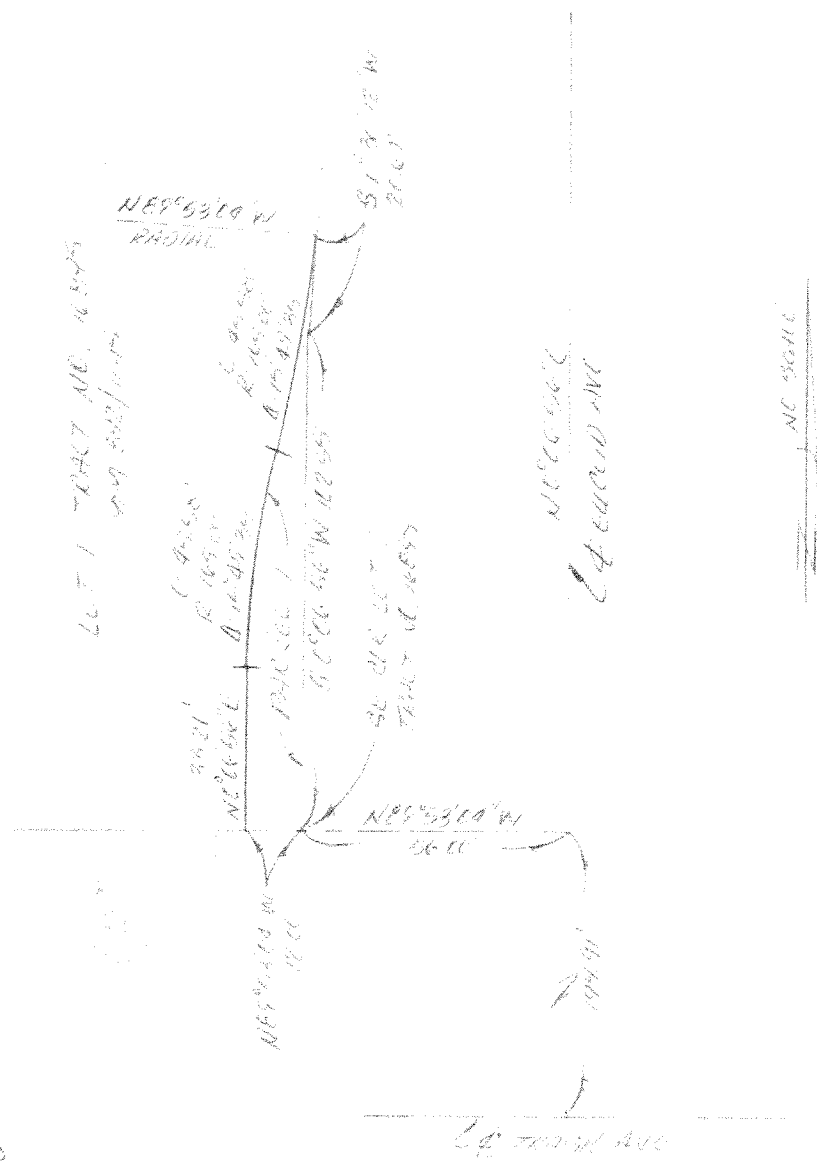
LS 4743

Exp. 9/30/11

Bruce Hall
Bruce Hall LS 4743



EXHIBIT B



PREPARED BY

B. Hall 7/19/10

BRUCE HALL
LSA 193
EGP 9/20/11

EXHIBIT D

(LEGAL DESCRIPTION AND DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT)

Legal Description

All that certain real property situated in the City of Garden Grove, County of Orange, State of California, located in a portion of Section 5, Township 5 South, Range 10 West, in the Rancho Las Bolsas, as shown on a map recorded in Book 51, Page 12 of Miscellaneous Maps of said county, more particularly described as follows:

Parcel 1

Commencing at the centerline of the intersection of Euclid Street and Trask Avenue, thence northerly along the centerline of Euclid Street N 0°06'56" E 199.91 feet thence leaving said centerline N 89°53'04"W 56.00 feet to the southeast corner of Lot 1 of Tract No. 16895 recorded in Book 892 pages 11-15 inclusive of Miscellaneous Maps of said county; thence westerly along the south line of said Lot 1 N 89°53'04" 12.00 feet to the True Point of Beginning; thence leaving said lot line S0°06'56"W 116.83 feet; thence S45°14'44"W 37.77 feet to a point on the easterly prolongation of the south line of said line of Lot 2; thence northeasterly along the lot line of said Lot 2 N45°14'44"E35.28 feet; thence northerly along the easterly line of said Lot 2 N0°06'56"E 118.57 feet to the northeast corner of said Lot 2; thence easterly along the south line of said Lot 1 S89°53'04 E 6.00 feet to the True Point of Beginning.

Parcel 2

Commencing at the centerline of the intersection of Euclid Street and Trask Avenue, thence northerly along the centerline of Euclid Street N 0°06'56" E 199.91 feet thence leaving said centerline N 89°53'04"W 56.00 feet to the southeast corner of Lot 1 of Tract No. 16895 recorded in Book 892 pages 11-15 inclusive of Miscellaneous Maps of said county; thence westerly along the south line of said Lot 1 N 89°53'04"W 12.00 feet to the True Point of Beginning; thence N 89°53'04"W 16.00 feet to a point along the southerly line of Lot 1; thence N 00°06'56"W 26.00 feet to a point; thence S89°53'04 E 16.00 feet to a point; thence S0°06'56"W 16.00 feet to the True Point of Beginning.

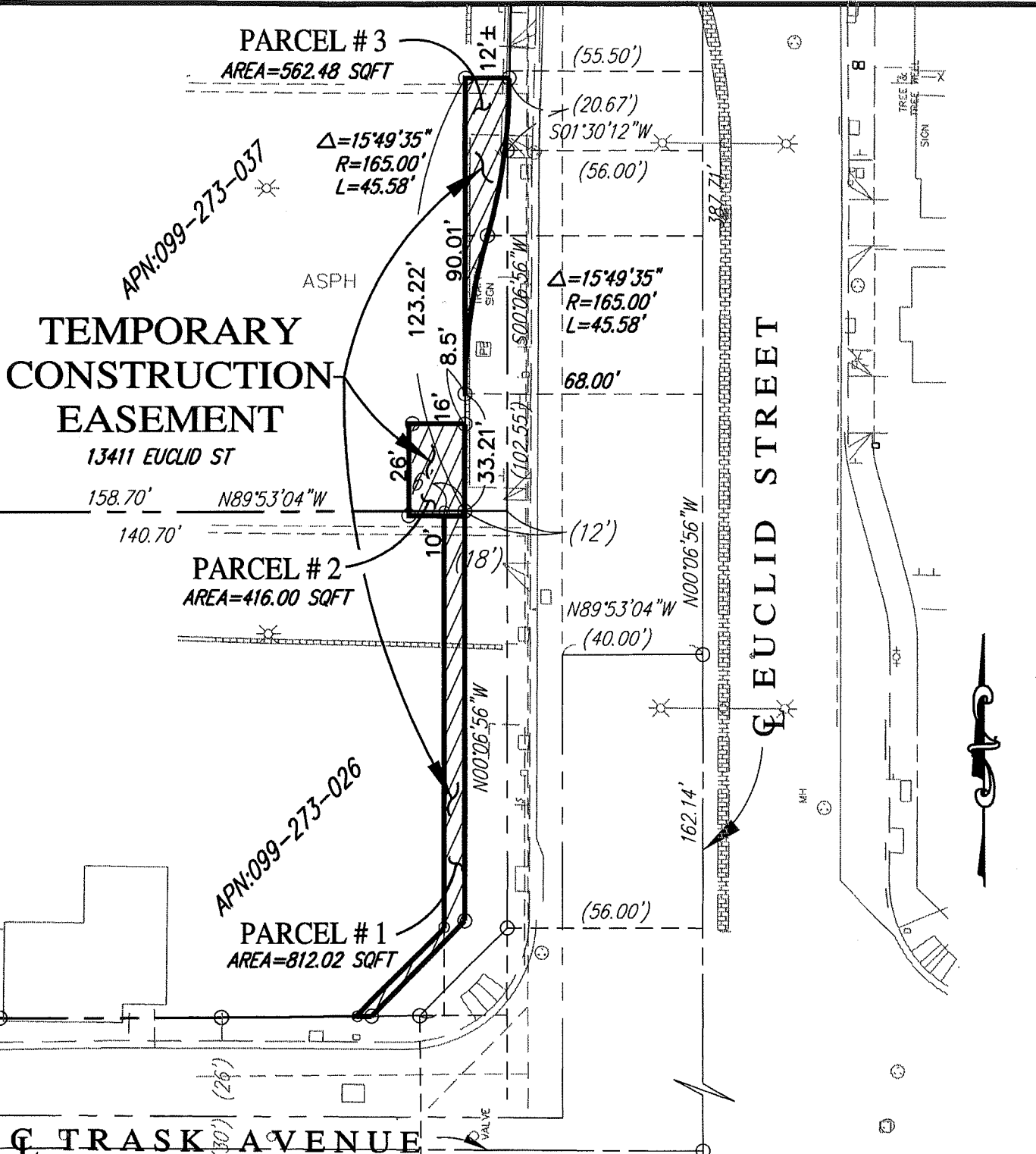
Parcel 3

Beginning at the southeast corner of Lot 1 thence along the southerly line of said Lot N 89°06'56"W 12.00 feet to a point, thence N 0°06'56"E 123.22 feet parallel with the east line of said Lot to a point, thence 12.00 feet easterly parallel with the southerly line of said Lot to a point along the westerly line of Euclid Street, thence south along the easterly line of said Lot S 01°30'12"W 20.67 feet to an angle point in said easterly line, thence southerly along said easterly line 00°06'56"W 102.55 feet to the Point of Beginning.

Excepting therefrom the following described area:

Beginning at the southeast corner of Lot 1 thence along the southerly line of said Lot N 89°06'56"W 12.00 feet to a point, thence leaving said southerly line of said Lot N 0°06'56"E 33.21 feet to the beginning of a curve concave easterly having a radius of 165.00 feet, thence northerly along said curve an arc length of 45.58 feet to the beginning of a curve concave westerly having a radius of 165.00 feet, thence northerly along said arc length of 45.58 feet to a point on the easterly line of said Lot 1, thence

southerly along the easterly line of said Lot S $01^{\circ}30'12''$ W 20.67 feet to an angle point in said easterly line, thence southerly along said easterly line $00^{\circ}06'56''$ W 102.55 feet to the Point of Beginning.



City Of Garden Grove
Department Of Public Works

DWG NO. :
 PREPARED BY :
 MCB
 DRAWN BY :
 MCB
 CHECKED BY :
 MPU

ACQUISITION MAP

R/W NO:
 SCALE: 1"=40'

PROJECT NO. :
 7258
 APPROVED BY :
 CITY ENGINEER

THIS IS NOT A SURVEY BUT IS COMPILED FROM EXISTING RECORDS

EXHIBIT E

(LEGAL DESCRIPTION AND DEPICTION OF RELINQUISHED AREA)

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL "2(A)":

All that certain real property situated in the City of Garden Grove, County of Orange, State of California, located in a portion of the southeast quarter of the northeast quarter of Section 5, Township 5 South, Range 10 West, in the Rancho Las Bolsas, as shown on a map recorded in Book 51, Page 12 of Miscellaneous Maps of said county, more particularly described as follows:

COMMENCING AT centerline intersection of Euclid Avenue and Trask Avenue; thence northerly along the centerline of Euclid Avenue N 0°06'56" E 199.91 feet; thence leaving said centerline N89°53'04"W 56.00 feet to the southeast corner of Lot 1, Tract No. 16895 recorded in Book 892 pages 11-15 inclusive of Miscellaneous Maps of said county; thence westerly along the south line of said Lot 1 N 89° 53'04"W feet 12.00 feet to the TRUE POINT OF BEGINNING; thence leaving said lot line S0°06'56"W 116.83 feet; thence S45°14'44"W 37.77 feet to a point on the easterly prolongation of the south line of Lot 2 of said Tract No. 16895; thence westerly along said prolongation N89°37'28"W 4.23 feet to an angle point in the south line of said Lot 2; thence northeasterly along the lot line of said Lot 2 N45°14'44"E 35.28 feet; thence northerly along the easterly line of said Lot 2 N0°06'56"E 118.57 feet to the northeast corner of said Lot 2; thence easterly along the south line of said Lot 1 S89°53'04"E 6.00 feet to the POINT OF BEGINNING.

See Exhibit "2(A)" attached. Containing 815.77 square feet more or less.

Prepared by: Bruce Hall Land Surveyor
LS 4743
Exp. 9/30/11



Bruce Hall LS 4743 10/04/10



EXHIBIT 3(A)

PREPARED BY

BRUCE HALL CS 0043

[Signature]

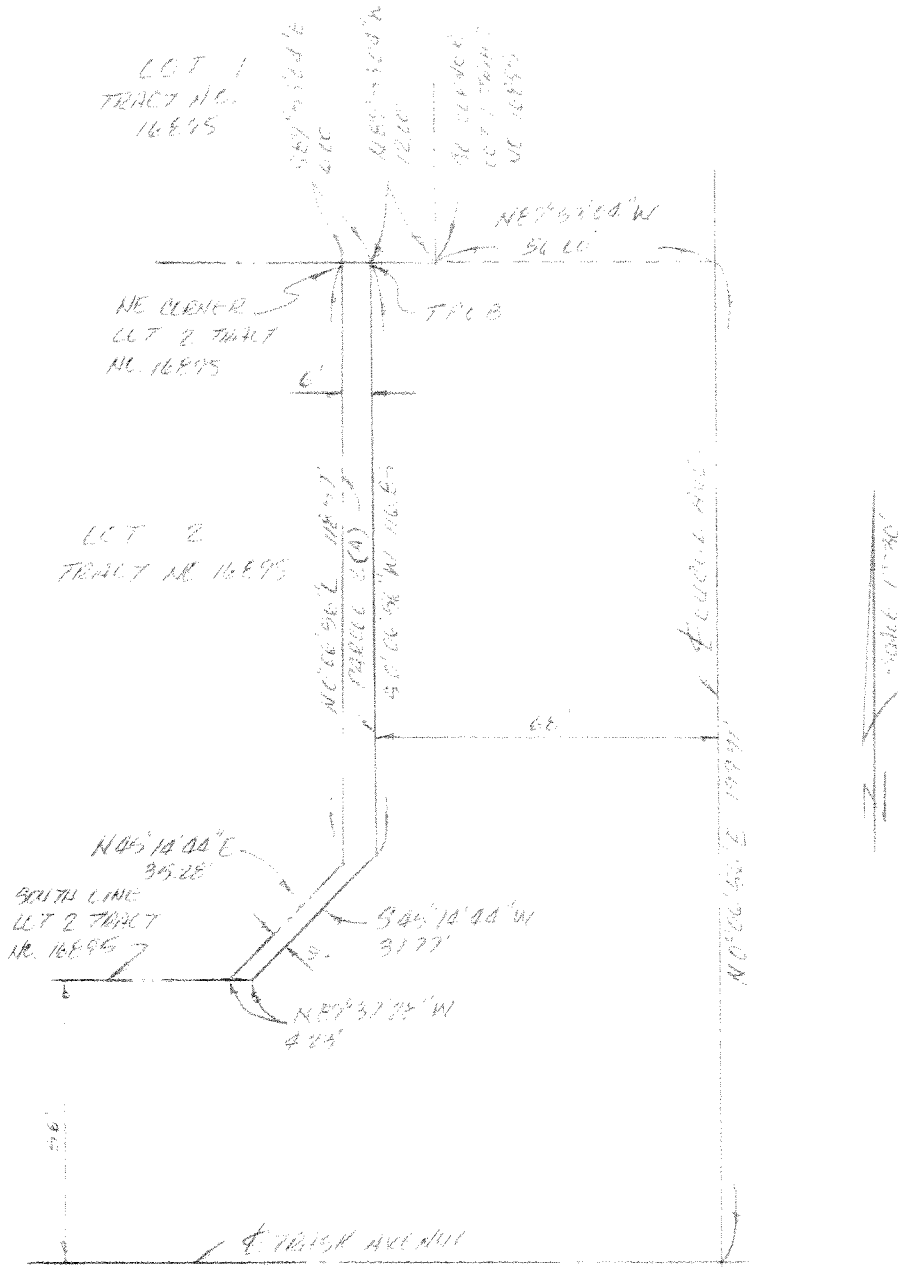
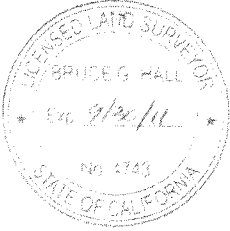


EXHIBIT F

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Garden Grove
City Clerk
11222 Acacia Parkway
Garden Grove, CA 92840

APN: 099-273-44
Exempt from recording fee per
Government Code §§ 6103; 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STREET DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CHURCH OF THE NAZARENE OF GARDEN GROVE, a California corporation,

does hereby **GRANT** to the CITY OF GARDEN GROVE, a municipal corporation, an easement for public street and highway purposes in, on and over the real property in the City of Garden Grove, County of Orange, State of California, more particularly described in Exhibit "A" and delineated in Exhibit "B" both of which are attached hereto, and made a part hereof.

It is understood that each undersigned grantor grants only that portion of the above described land in which said grantor has an interest. It is further understood that Grantors shall not build or maintain any structures, plant any trees, plants, or shrubs, or excavate on or at the easement area without the prior written consent of the Grantee, and that Grantee has the right to permanently remove and Grantor's expense, all things in or on the easement area that interfere with the purposes for which the easement is granted.

GRANTOR

CHURCH OF NAZARENE OF GARDEN GROVE, a
California corporation

Dated: June 4, 2014

By: Daniel W. Keeton

Print Name: Daniel W. Keeton

Title: Chairman

Dated: June 4, 2014

By: Robert E. McHargue

Print Name: Robert E. McHargue

Title: Corporate Secretary

Exhibit "A" to the Street Deed

(LEGAL DESCRIPTION OF THE EASEMENT)

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL "A":

All that certain real property situated in that portion of Lot 1 of Tract No. 16895, in the City of Garden Grove, in the County of Orange, State of California, as per map recorded in Book 892, Pages 11-15 of Miscellaneous Maps, in the Office of the County Recorder of said County more particularly described as follows:

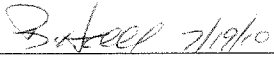
BEGINNING AT the southeast corner of said Lot 1 thence along the southerly line of said Lot N89°53'04" 12.00 feet; thence leaving said southerly line N 0°06'56"E 33.21 feet to the beginning of a curve concave easterly having a radius of 165.00 feet; thence northerly along said curve an arc length of 45.58 feet to the beginning of a curve concave westerly having a radius of 165.00 feet; thence northerly along said curve an arc length of 45.58 feet to a point on the easterly line of said Lot 1; thence southerly along said easterly line S 1°30'12"W 20.67 feet to an angle point in said easterly line; thence southerly along said easterly line S 0°06'56"W 102.55 feet to the Point of Beginning.

See Exhibit "B" attached. Containing 921 square feet more or less.

Prepared by: Bruce Hall Land Surveyor

LS 4743

Exp. 9/30/11



Bruce Hall LS 4743

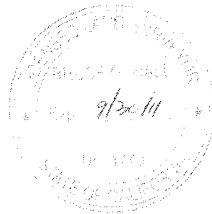


EXHIBIT G

(Temporary Construction Easement Deed)

RECORDING REQUESTED BY:
City of Garden Grove
P.O. BOX 3070
Garden Grove, CA 92842
Attention: City Clerk
WHEN RECORDED MAIL TO:
Same as above

Portion of APN: 099-273-44

For Recorder's Use Only
This Document is exempt from payment of recording fee
pursuant to Section 6103 of the government Code

**TEMPORARY CONSTRUCTION
AND ACCESS EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CHURCH OF THE NAZARENE OF GARDEN GROVE, a California corporation, ("Grantor"), hereby GRANTS to the **CITY OF GARDEN GROVE**, a municipal corporation (hereinafter called "Grantee"), its agents, employees, transferees, successors and assigns, a Temporary Construction and Access Easement, to access, enter, and use for construction purposes in conjunction with the Euclid Street / Trask Avenue Intersection Improvement Project (the "Project") portions of the real property located generally at 13411 Euclid Street, in the City of Garden Grove, County of Orange, State of California, more particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof (the "Premises"), upon the terms set forth below.

1. The rights granted herein shall not be construed to interfere with or restrict use of the Premises by Grantor(s), their heirs or assigns, with respect to the construction and maintenance of property improvements along and adjacent to the premises herein described, so long as the same are so constructed as to not impair or interfere with the use and maintenance of access for construction herein above authorized.
2. Except as otherwise set forth herein, the Grantee hereby agrees to restore the Premises to its original condition, as close as is practical to do so, upon completion of the construction.
3. In conjunction with construction of the Project, the Grantee may permanently adjust the grade of the Premises, as needed, to ensure proper drainage.
4. This Temporary Construction and Access Easement shall recorded within five (5) business days upon receipt of fully executed document and shall terminate automatically six (6) years from the date of recordation or upon completion of the Project, as evidenced by acceptance by the Garden Grove City Council, and filing with the County Clerk, of the notice of completion of the Project, whichever occurs first. Grantee shall record a quitclaim deed upon the completion of construction and Project acceptance by the City Council.
5. Grantee agrees to provide Grantor with written notification to Grantor of its intent to commence construction two (2) weeks prior to the commencement of construction.
6. The Grantee agrees to indemnify and hold harmless the Grantor herein from liability arising out of the use of the Premises pursuant to this Temporary Construction and Access Easement.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Temporary Construction and Access Easement document on this ____ day of _____.

<p>“Grantee”</p> <p>CITY OF GARDEN GROVE, a municipal corporation</p> <p>By: _____ Matthew Fertal Its: City Manager</p> <p>Attest:</p> <p>By: _____ Kathleen Bailor Its: City Clerk</p> <p>Approved to form:</p> <p>By: _____ Thomas F. Nixon Its: City Attorney</p>	<p>“Grantor”</p> <p>CHURCH OF THE NAZARENE OF GARDEN GROVE, a California corporation</p> <p>By: _____</p> <p>Its: _____</p> <p>By: _____</p> <p>Its: _____</p>
---	---

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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 declare 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.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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 declare 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.

Notary Public

EXHIBIT A TO TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

LEGAL DESCRIPTION

All that certain real property situated in the City of Garden Grove, County of Orange, State of California, located in a portion of Section 5, Township 5 South, Range 10 West, in the Rancho Las Bolsas, as shown on a map recorded in Book 51, Page 12 of Miscellaneous Maps of said county, more particularly described as follows:

Parcel 1

Commencing at the centerline of the intersection of Euclid Street and Trask Avenue, thence northerly along the centerline of Euclid Street N 0°06'56" E 199.91 feet thence leaving said centerline N 89°53'04" W 56.00 feet to the southeast corner of Lot 1 of Tract No. 16895 recorded in Book 892 pages 11-15 inclusive of Miscellaneous Maps of said county; thence westerly along the south line of said Lot 1 N 89°53'04" W 12.00 feet to the True Point of Beginning; thence leaving said lot line S 0°06'56" W 116.83 feet; thence S 45°14'44" W 37.77 feet to a point on the easterly prolongation of the south line of said line of Lot 2; thence northeasterly along the lot line of said Lot 2 N 45°14'44" E 35.28 feet; thence northerly along the easterly line of said Lot 2 N 0°06'56" E 118.57 feet to the northeast corner of said Lot 2; thence easterly along the south line of said Lot 1 S 89°53'04" E 6.00 feet to the True Point of Beginning.

Parcel 2

Commencing at the centerline of the intersection of Euclid Street and Trask Avenue, thence northerly along the centerline of Euclid Street N 0°06'56" E 199.91 feet thence leaving said centerline N 89°53'04" W 56.00 feet to the southeast corner of Lot 1 of Tract No. 16895 recorded in Book 892 pages 11-15 inclusive of Miscellaneous Maps of said county; thence westerly along the south line of said Lot 1 N 89°53'04" W 12.00 feet to the True Point of Beginning; thence N 89°53'04" W 16.00 feet to a point along the southerly line of Lot 1; thence N 0°06'56" W 26.00 feet to a point; thence S 89°53'04" E 16.00 feet to a point; thence S 0°06'56" W 16.00 feet to the True Point of Beginning.

Parcel 3

Beginning at the southeast corner of Lot 1 thence along the southerly line of said Lot N 89°06'56" W 12.00 feet to a point, thence N 0°06'56" E 123.22 feet parallel with the east line of said Lot to a point, thence 12.00 feet easterly parallel with the southerly line of said Lot to a point along the westerly line of Euclid Street, thence south along the easterly line of said Lot S 01°30'12" W 20.67 feet to an angle point in said easterly line, thence southerly along said easterly line 00°06'56" W 102.55 feet to the Point of Beginning.

Excepting therefrom the following described area:

Beginning at the southeast corner of Lot 1 thence along the southerly line of said Lot N 89°06'56" W 12.00 feet to a point, thence leaving said southerly line of said Lot N 0°06'56" E 33.21 feet to the beginning of a curve concave easterly having a radius of 165.00 feet, thence northerly along said curve an arc length of 45.58 feet to the beginning of a curve concave westerly having a radius of 165.00 feet, thence northerly along said arc length of 45.58 feet to a point on the easterly line of said Lot 1, thence southerly along the easterly line of said Lot S 01°30'12" W 20.67 feet to an angle point in said easterly line, thence southerly along said easterly line 00°06'56" W 102.55 feet to the Point of Beginning.

EXHIBIT B TO TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

PLOT MAP

Temporary Construction Easement
Legal Description

All that certain real property situated in the City of Garden Grove, County of Orange, State of California, located in a portion of Section 5, Township 5 South, Range 10 West, in the Rancho Las Bolsas, as shown on a map recorded in Book 51, Page 12 of Miscellaneous Maps of said county, more particularly described as follows:

Parcel 1

Commencing at the centerline of the intersection of Euclid Street and Trask Avenue, thence northerly along the centerline of Euclid Street N 0°06'56" E 199.91 feet thence leaving said centerline N 89°53'04"W 56.00 feet to the southeast corner of Lot 1 of Tract No. 16895 recorded in Book 892 pages 11-15 inclusive of Miscellaneous Maps of said county; thence westerly along the south line of said Lot 1 N 89°53'04" 12.00 feet to the True Point of Beginning; thence leaving said lot line S0°06'56"W 116.83 feet; thence S45°14'44"W 37.77 feet to a point on the easterly prolongation of the south line of said line of Lot 2; thence northeasterly along the lot line of said Lot 2 N45°14'44"E 35.28 feet; thence northerly along the easterly line of said Lot 2 N0°06'56"E 118.57 feet to the northeast corner of said Lot 2; thence easterly along the south line of said Lot 1 S89°53'04 E 6.00 feet to the True Point of Beginning.

Parcel 2

Commencing at the centerline of the intersection of Euclid Street and Trask Avenue, thence northerly along the centerline of Euclid Street N 0°06'56" E 199.91 feet thence leaving said centerline N 89°53'04"W 56.00 feet to the southeast corner of Lot 1 of Tract No. 16895 recorded in Book 892 pages 11-15 inclusive of Miscellaneous Maps of said county; thence westerly along the south line of said Lot 1 N 89°53'04"W 12.00 feet to the True Point of Beginning; thence N 89°53'04"W 16.00 feet to a point along the southerly line of Lot 1; thence N 0°06'56"W 26.00 feet to a point; thence S89°53'04 E 16.00 feet to a point; thence S0°06'56"W 16.00 feet to the True Point of Beginning.

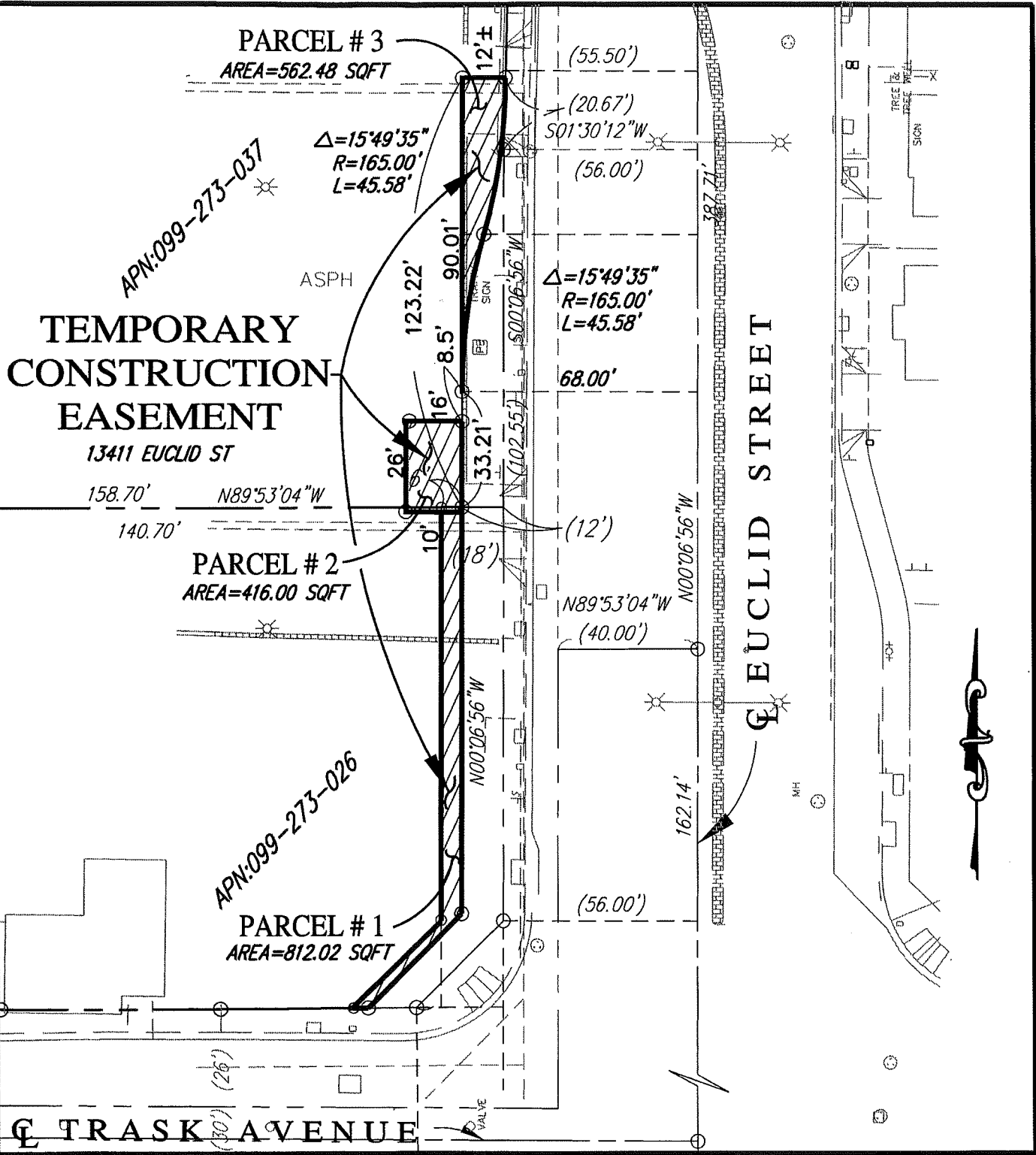
Parcel 3

Beginning at the southeast corner of Lot 1 thence along the southerly line of said Lot N 89°06'56"W 12.00 feet to a point, thence N 0°06'56"E 123.22 feet parallel with the east line of said Lot to a point, thence 12.00 feet easterly parallel with the southerly line of said Lot to a point along the westerly line of Euclid Street, thence south along the easterly line of said Lot S 01°30'12"W 20.67 feet to an angle point in said easterly line, thence southerly along said easterly line 00°06'56"W 102.55 feet to the Point of Beginning.

Excepting therefrom the following described area:

Beginning at the southeast corner of Lot 1 thence along the southerly line of said Lot N 89°06'56"W 12.00 feet to a point, thence leaving said southerly line of said Lot N 0°06'56"E 33.21 feet to the beginning of a curve concave easterly having a radius of 165.00 feet, thence northerly along said curve an arc length of 45.58 feet to the beginning of a curve concave westerly having a radius of 165.00 feet, thence northerly along said arc length of 45.58 feet to a point on the easterly line of said Lot 1, thence southerly along the easterly line of said Lot S 01°30'12"W 20.67 feet to an angle point

in said easterly line, thence southerly along said easterly line $00^{\circ}06'56''$ W 102.55 feet to the Point of Beginning.



City Of Garden Grove
Department Of Public Works

DWG NO. :
PREPARED BY : MCB
DRAWN BY: MCB
CHECKED BY: MPU
APPROVED BY : _____ CITY ENGINEER

ACQUISITION MAP

R/W NO:	PROJECT NO. : 7258
SCALE: 1"=40'	APPROVED BY : _____ CITY ENGINEER

THIS IS NOT A SURVEY BUT IS COMPILED FROM EXISTING RECORDS

EXHIBIT H

(CERTIFICATE OF ACCEPTANCE)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from _____

Grantor, to the City of Garden Grove, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Garden Grove City Council pursuant to authority conferred by resolution of the Garden Grove City Council adopted July 17, 1978, and the grantee consents to recordation thereof by its duly authorized officer.

CITY OF GARDEN GROVE

By: _____
Name: Kathleen Bailor
Title: City Clerk

DATED: _____, 20__

EXHIBIT I

(NON-FOREIGN TRANSFEROR DECLARATION)

Non-Foreign Transferor Declaration

Section 1445 of the Internal Revenue Code of 1954, as amended ("Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor's U.S. employer identification number(s) or social security number(s) are: _____; and _____.
3. The Transferor's office address or mailing address is

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury we declare that we have examined this Certification and to the best of our knowledge and belief it is true, correct, and complete, and further declare that we have authority to sign this document on behalf of the Transferor.

Date: _____

EXHIBIT J

(QUITCLAIM DEED)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Garden Grove
Attn: City Clerk
11222 Acacia Parkway
Garden Grove, CA 92840



APN: 099-273-44
Exempt from recording fee per
Government Code §§ 6103; 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Garden Grove and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and 27383 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

QUITCLAIM DEED

THE UNDERSIGNED GRANTORS DECLARE:

DOCUMENTARY TRANSFER TAX is None.

Computed on the consideration or value of property conveyed; OR

Computed on the consideration or value less liens or encumbrances remaining at time of sale.

The land, tenements or realty is located in: unincorporated area City of Garden Grove

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF GARDEN GROVE, a municipal corporation ("Grantor")

hereby REMISES, RELEASES AND FOREVER QUITCLAIMS TO **CHURCH OF THE NAZARENE OF GARDEN GROVE**, a California corporation, ("Grantee"), all of its right, title and interest in and to the following described real property in the City of Garden Grove, County of Orange, State of California:

**SEE EXHIBITS "A" AND "B",
ATTACHED HERETO AND MADE A PART HEREOF**

**CITY OF GARDEN GROVE ,
a municipal corporation**

Dated: _____

By: _____
Matthew J. Fertal, City Manager

Exhibit "A" to the Quitclaim Deed

(LEGAL DESCRIPTION)

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL "2(A)":

All that certain real property situated in the City of Garden Grove, County of Orange, State of California, located in a portion of the southeast quarter of the northeast quarter of Section 5, Township 5 South, Range 10 West, in the Rancho Las Bolsas, as shown on a map recorded in Book 51, Page 12 of Miscellaneous Maps of said county, more particularly described as follows:

COMMENCING AT centerline intersection of Euclid Avenue and Trask Avenue; thence northerly along the centerline of Euclid Avenue N 0°06'56" E 199.91 feet; thence leaving said centerline N89°53'04"W 56.00 feet to the southeast corner of Lot 1, Tract No. 16895 recorded in Book 892 pages 11-15 inclusive of Miscellaneous Maps of said county; thence westerly along the south line of said Lot 1 N 89° 53'04"W feet 12.00 feet to the TRUE POINT OF BEGINNING; thence leaving said lot line S0°06'56"W 116.83 feet; thence S45°14'44"W 37.77 feet to a point on the easterly prolongation of the south line of Lot 2 of said Tract No. 16895; thence westerly along said prolongation N89°37'28"W 4.23 feet to an angle point in the south line of said Lot 2; thence northeasterly along the lot line of said Lot 2 N45°14'44"E 35.28 feet; thence northerly along the easterly line of said Lot 2 N0°06'56"E 118.57 feet to the northeast corner of said Lot 2; thence easterly along the south line of said Lot 1 S89°53'04"E 6.00 feet to the POINT OF BEGINNING.

See Exhibit "2(A)" attached. Containing 815.77 square feet more or less.

Prepared by: Bruce Hall Land Surveyor
LS 4743
Exp. 9/30/11



Bruce Hall LS 4743 10/04/10



EXHIBIT 2(A)

PREPARED BY:

BRUCE HALL LS 4743

Bruce Hall

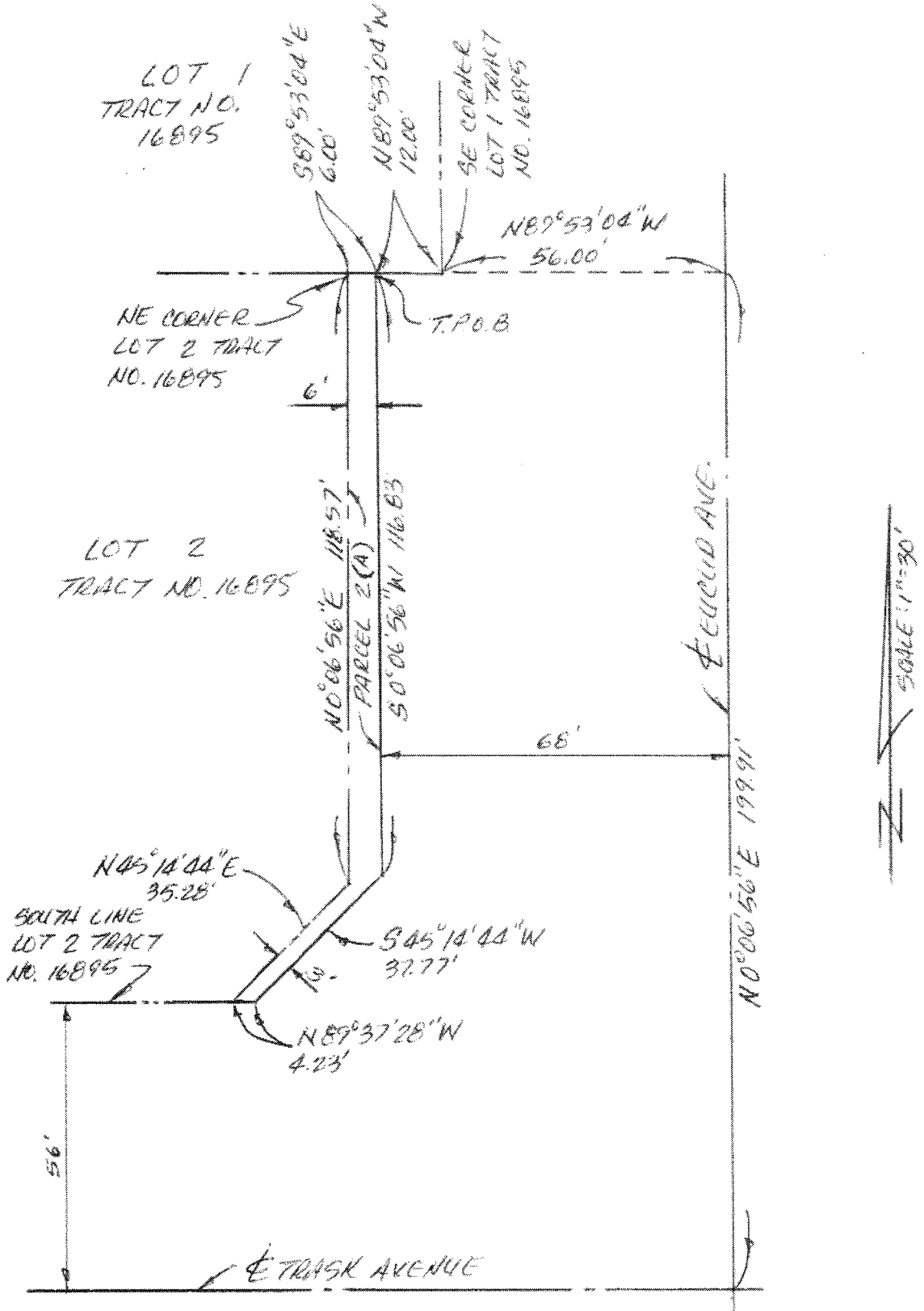
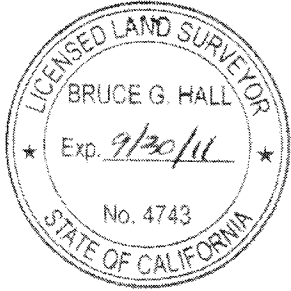
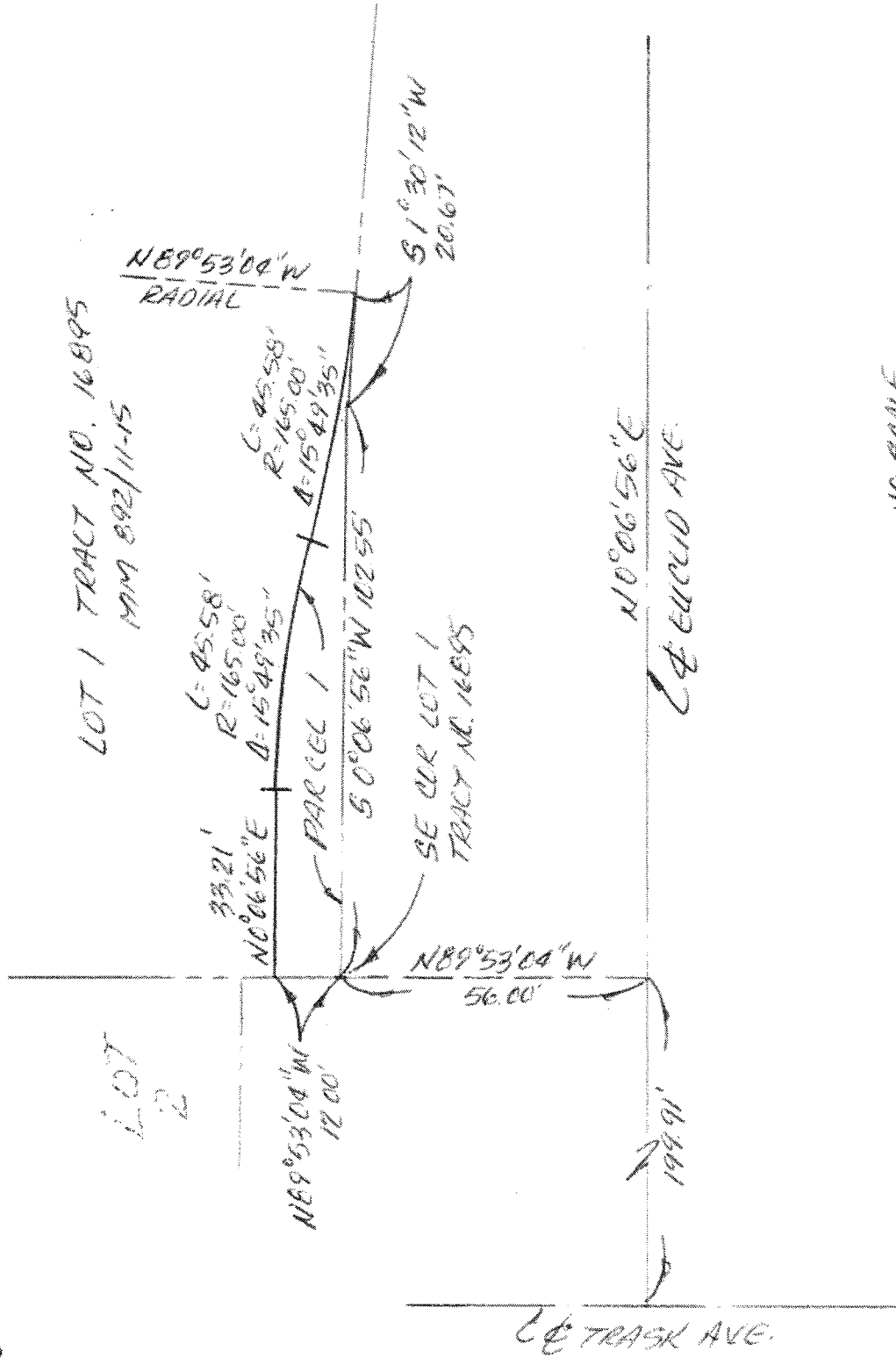
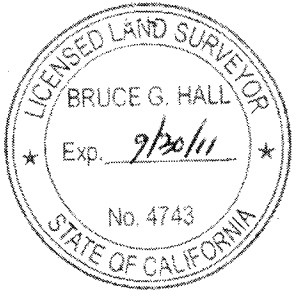


EXHIBIT "B"



NO SCALE

PREPARED BY:

B. Hall 7/19/10

BRUCE HALL
LS4743
EXP 9/30/11