

Staff has reviewed all the subdivision documentation mandated by City Ordinances and the Subdivision Map Act and finds this map to be in compliance.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

It is recommended that the City Council:

- Approve Final Tract Map No. TR 17646 and the Subdivision Improvement Agreement with Heritage Homes Management, Inc. for the property located at 13581-13591 Yockey Street, Garden Grove, and accept Subdivision Improvement Bonds; and
- Authorize the City Manager to execute the Agreement on behalf of the City and make minor modifications as appropriate.



WILLIAM E. MURRAY, P.E.
Public Works Director



By: Kamyar Dibaj, MS
Associate Engineer

Attachment 1: Tract Map No. TR 17646
Attachment 2: Subdivision Improvement Agreement
Attachment 3: Planning Resolution

Recommended for Approval



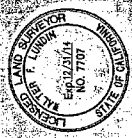
Allan L. Roeder
Interim City Manager

TRACT NO. 17646

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 11 WEST, IN THE
RANCHO LAS BOLSAS, AS PER MAP FILED IN BOOK 51, PAGE 7 MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY
WALTER F. LUNDIN L.S. 7707
DMS CONSULTANTS, INC. JUNE 2014

ACCEPTED AND FILED AT THE
REQUEST OF
TICOR TITLE COMPANY
DATE _____ TIME _____ FEE \$ _____
INSTRUMENT NO. _____ PAGE _____
BOOK _____ HUGH NGUYEN
COUNTY CLERK-RECORDER
BY: _____ DEPUTY

SURVEYOR'S STATEMENT
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE ALL THE BEST INTERESTS OF SAID D. NGUYEN AND LOAN P. NGUYEN. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS BY DECEMBER 2015; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



Walter F. Lundin
WALTER F. LUNDIN
L.S. 7707
EXPIRATION DATE: 12/31/14
DATE: 12-14-14

COUNTY SURVEYOR'S STATEMENT
I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT, RELATIVE TO THE TRACT MAP BOUNDARY.
DATED THIS _____ DAY OF _____ 2014
KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617, EXPIRATION DATE: 12/31/15

CITY ENGINEER'S STATEMENT
I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP. IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.
DATED THIS _____ DAY OF _____ 2015
DANIEL CANDLER
CITY ENGINEER OF GARDEN GROVE
P.C.E. NO 62125
EXPIRATION DATE: 12/31/2016

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE
STATE OF CALIFORNIA }
COUNTY OF ORANGE }
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.
AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.
DATED THIS _____ DAY OF _____ 2015

SHARILL FREDERICH }
COUNTY TREASURER-TAX COLLECTOR }
DEPUTY }
BY: _____ }
DEPUTY TREASURER-TAX COLLECTOR }

CITY CLERK'S CERTIFICATE
STATE OF CALIFORNIA }
COUNTY OF ORANGE }
I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING HELD AT _____ THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THE DEDICATION FOR STREET PURPOSES OF YOCKEY STREET AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE:
1. AN EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES ACROSS LOTS A, B, C AND D.
2. A BLANKET EASEMENT ACROSS THE TRACT FOR EMERGENCY ACCESS PURPOSES.
3. ALL VEHICULAR ACCESS RIGHTS TO YOCKEY STREET, EXCEPT AT APPROVED ACCESS LOCATIONS.
4. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF GARDEN GROVE.
DATED THIS _____ DAY OF _____ 2015

ROTH E. SMITH }
CITY CLERK OF THE CITY OF GARDEN GROVE }

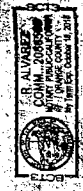
OWNERSHIP CERTIFICATE
WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.
WE HEREBY DEDICATE TO THE CITY FOR STREET PURPOSES: YOCKEY STREET.
WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE:
1. AN EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES ACROSS LOTS A, B, C AND D.
2. A BLANKET EASEMENT ACROSS THE TRACT FOR EMERGENCY ACCESS PURPOSES.
3. ALL VEHICULAR ACCESS RIGHTS TO YOCKEY STREET, EXCEPT AT APPROVED ACCESS LOCATIONS.
4. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.
DAVID D. NGUYEN AND LOAN P. NGUYEN, TRUSTEES OF THE NGUYEN FAMILY TRUST.

BY: *David D. Nguyen* }
DAVID D. NGUYEN }
TRUSTEE }
BY: *Loan P. Nguyen* }
LOAN P. NGUYEN }
TRUSTEE }

NOTARY ACKNOWLEDGMENT
STATE OF CALIFORNIA }
COUNTY OF ORANGE }
ON _____ DAY OF _____ 2014, I, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ AND LOAN P. NGUYEN, TRUSTEES OF THE NGUYEN FAMILY TRUST, 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/IT/HEIR(S) EXECUTED THE SAME IN HIS/HER/IT/HEIR(S) AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/IT/HEIR(S) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPHS ARE TRUE AND CORRECT.
WITNESS MY HAND

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.
MY COMMISSION EXPIRES: 12/31/2014
SIGNATURE: *Alvarez*
R. ALVAREZ
(PRINT NAME)

NOTARY PUBLIC IN AND FOR SAID STATE
R. ALVAREZ
(PRINT NAME)



SHEET 1 OF 3 SHEETS;
ALL OF TENTATIVE TRACT NO. 17646;
NUMBER OF LOTS: 6 NUMBERED & 4 LETTERED
TOTAL AREA
GROSS=0.927 ACRES-NET=0.843 ACRES
DATE OF SURVEY: JUNE 2014

TRACT NO. 17646

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
 IN JUNE 2014, DMS CONSULTANTS, INC. WALTER F. LUNDIN L.S. 7707
 BOUNDARY ESTABLISHMENT & GPS CONTROL SCHEME MAP

SHEET 2 OF 3 SHEETS
 ALL OF TENTATIVE TRACT NO. 17646
 NUMBER OF LOTS : 6 NUMBERED & 4 LETTERED
 TOTAL AREA:
 GROSS=0.927 ACRES-NET=0.843 ACRES
 DATE OF SURVEY: JUNE 2014
 SCALE : 1"=30'

CENTER OF SECT. 1, T5S.
 R1W PER (R6)
 993.007 (893.237 R7)



1/4 CORNER SECT. 1, T5S.
 R1W PER (R6)
 SCALE: 1"=30'

MONUMENT NOTES

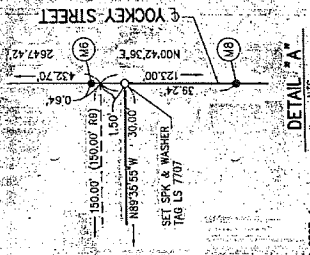
INDICATES FOUND MONUMENTS AS NOTED
 SET 1" IP OR LEAD & TACK TAGGED L.S. 7707, AT ALL LOT
 CORNERS UNLESS OTHERWISE NOTED
 MONUMENTS TO BE SET ON/OR BEFORE DECEMBER 15, 2015

RECORD MAPS & DATA NOTES

- (R1) INDICATES RECORD PER NO. 2012-2010, R68 257/13-14
- (R2) INDICATES RECORD PER PM 95-132, PM# 208/24-25
- (R3) INDICATES RECORD PER TRACT 15545, MM 819/48-50
- (R4) INDICATES RECORD PER PM 80-500, PM# 198/39-40
- (R5) INDICATES RECORD PER PM 80-507, PM# 199/43
- (R6) INDICATES RECORD PER TRACT 3905, MM 359/27-28
- (R7) INDICATES RECORD PER TRACT 13302, MM 563/20-31
- (R8) INDICATES RECORD PER TRACT 3755, MM 130/39-41
- (R9) INDICATES RECORD PER GRANT DEED RECORDED INST.
 NO. 201300012021, O.R.

DATUM STATEMENT

COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA
 COORDINATE SYSTEM (CCS83), ZONE V, 1983 MAD,
 (2007.00 EPOCH CCS GPS ADJUSTMENT).
 ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE
 NOTED. TO OBTAIN HORIZONTAL DISTANCES FROM THE GROUND
 DISTANCE BY 0.999984976 (PROJECT SPECIFIC)



NOTE: SEE SHEET 3 FOR MONUMENT NOTES (CONTINUED)

TRACT NO. 17646

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
 JUNE 2014, DMS CONSULTANTS, INC.
 WALTER F. LUNDIN L.S. 7707

MAP SHEET

SHEET 3 OF 3 SHEETS
 ALL OF TENTATIVE TRACT NO. 17646
 NUMBER OF LOTS : 6 NUMBERED & 4 LETTERED
 TOTAL AREA :
 GROSS=0.927 ACRES-NET=0.843 ACRES
 DATE OF SURVEY: JUNE 2014
 SCALE : 1"=20'

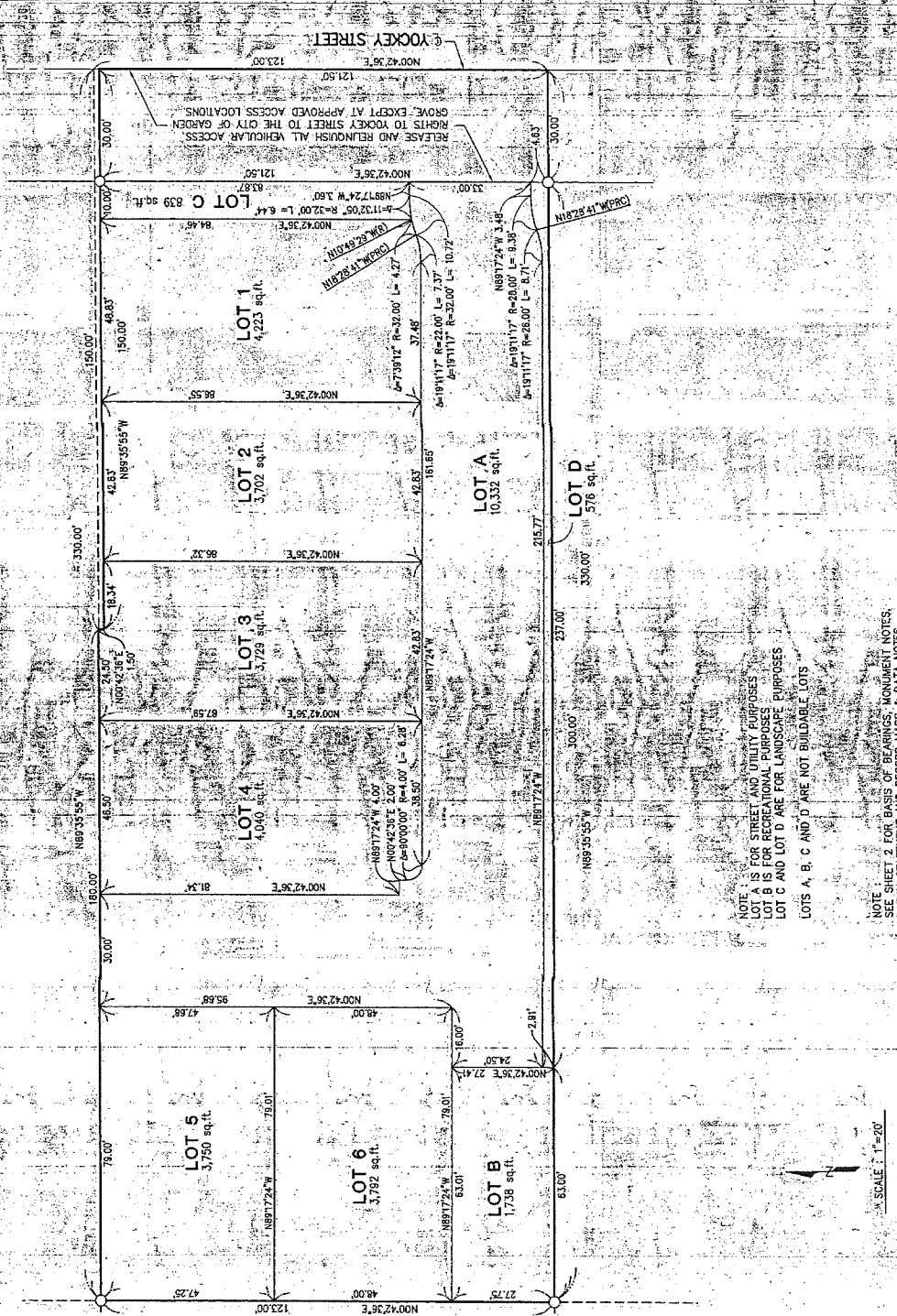
MONUMENT NOTES (CONTINUED)

- (M1) FOUND 2" I.P., TAGGED L.S. 5346 PER RS 2012-1010, RSB 257/43-44.
- (M2) FOUND PK & WASHER, TAGGED L.S. 4312 PER RS 2012-1010, RSB 257/43-44.
- (M3) ESTABLISHED AS THE SLY LINE OF NW 1/4, SE 1/4, SEC 1, T5S, R11W, SEEN, REFERRED TO BY MONUMENTS ON WESTMINSTER AVENUE AND TRASK AVENUE.
- (M4) ESTABLISHED AS THE INTERSECTION OF CENTERLINE OF NEWLAND STREET AND THE NORTH LINE OF SOUTH 891 FEET OF NW 1/4, SE 1/4, SEC 1, T5S, R11W, S.W.M.
- (M5) ESTABLISHED AS THE NORTH LINE OF SOUTH 891 FEET OF NW 1/4, SE 1/4, SEC 1, T5S, R11W, S.B.M. BY HOLDING PARALLEL TO (M5)
- (M6) FOUND GEAR SPIKE AND WASHER, TAGGED L.S. 5411, FLUSH PER RS NO. 2012-1010, RSB 257/43-44.
- (M7) FOUND GEAR SPIKE AND WASHER, TAGGED L.S. 5411, FLUSH PER RS NO. 2012-1010, RSB 257/43-44, ACCEPTED AS INTERSECTION OF CENTERLINE OF THE SOUTH 891 FEET OF NW 1/4, SE 1/4, SEC 1, T5S, R11W.
- (M8) FOUND GEAR SPIKE AND WASHER, TAGGED L.S. 5411, FLUSH PER RS NO. 2012-1010, RSB 257/43-44.
- (M9) ESTABLISHED AS THE INTERSECTION OF CENTERLINE OF NEWLAND STREET AND THE SOUTH 122 FOOT LINE OF THE SOUTH 891 FEET OF NW 1/4, SE 1/4, SEC 1, T5S, R11W.
- (M10) FOUND GEAR SPIKE AND WASHER, TAGGED L.S. 5411, FLUSH PER RS NO. 2012-1010, RSB 257/43-44, ACCEPTED AS INTERSECTION OF CENTERLINE OF YOCKEY STREET AND ENDOE CIRCLE.
- (M11) FOUND GEAR SPIKE AND WASHER, TAGGED L.S. 5411, FLUSH PER RS NO. 2012-1010, RSB 257/43-44, ACCEPTED AS INTERSECTION OF CENTERLINE OF YOCKEY STREET AND ENDOE AVENUE.
- (M12) FOUND GEAR SPIKE AND WASHER, STAMPED "S 6907" IN WELL MONUMENT, CR 2002-0027, AT INTERSECTION OF TRASK AVENUE AND NEWLAND ST. PER CCS GPS #1221R : N 2,226,841.23-E 6,035,565.05
- (M13) PD 2" BRASS COAL DISK ON 0.8" IN CCS WELL MONUMENT LOCATED AT INTERSECTION OF TRASK AVENUE & MAGNOLIA ST. PER CIB 2 PAGE 65 & CIB 13 PAGE 163, ACCEPTED AS E 1/4 COR. SEC 1, T5S, R11W. CCS GPS #1420 : N 2,228,920.17-E 6,038,203.93
- (M14) FOUND PARCHED UCA BAR ON L.F. IN CCS WELL MONUMENT, LOCATED AT INTERSECTION OF WESTMINSTER AVENUE & NEWLAND ST. PER CR 2007-0759, CR 2007-240B, ACCEPTED AS S 1/4 CORNER OF SEC 1, T5S, R11W PER (M9) CCS GPS #1221 : N 2,224,294.12-E 6,035,537.71
- (M15) PD 1 1/2" ALUMINUM DISK, STAMPED "APRIL 1977" ON L.F. IN CCS WELL MONUMENT LOCATED AT C/A INTERSECTION OF WESTMINSTER AVENUE & MAGNOLIA ST. PER CR 2005-1142, CR 2007-240, ACCEPTED AS SLY CORNER OF SEC 1, T5S, R11W PER (M9), MM 35476-17. CCS GPS #4919 : N 2,224,275.85-E 6,036,172.71

NOTE : L.S. FOR STREET AND UTILITY PURPOSES
 LOT B IS FOR RECREATIONAL PURPOSES
 LOT C AND LOT D ARE FOR LANDSCAPE PURPOSES
 LOTS A, B, C AND D ARE NOT BUILDABLE LOTS

NOTE : SEE SHEET 2 FOR BASIS OF BEARINGS, MONUMENT NOTES, DATA STATEMENT AND RECORD MAPS & DATA NOTES

SCALE : 1"=20'



SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVIDER: HERITAGE HOMES MANAGEMENT, LLC.

TRACT MAP NO. 17646

THIS AGREEMENT is made this 13th day of January 2015, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and **Heritage Homes Management, LLC.** ("SUBDIVIDER") and OC Builder ("CONTRACTOR"). CITY and SUBDIVIDER are sometime referred to herein individually as the "Party" or collectively as the "Parties."

RECITALS:

The following recitals are a substantive part of this Agreement:

1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Tract Map No. 17646 ("Project"), subject to certain conditions of approval for the development of the Project ("Conditions of Approval").

2. As a condition precedent to the approval of the Final Map by CITY, SUBDIVIDER is required to construct, install and/or offer for dedication to CITY certain streets, highways, easements, infrastructure improvements and/or parcels of land intended for public use.

3. SUBDIVIDER, by the Final Map, has offered for dedication to CITY certain streets, easements, property, and infrastructure improvements.

4. CITY desires to accept the dedications of such streets, easements, property, and other improvements as shown on the Final Map, and certain other improvements described in this Agreement.

5. SUBDIVIDER has delivered to CITY and CITY has approved plans and specifications and related documents for certain "Improvements" (as hereinafter defined), which are required to be constructed and installed in order to accommodate the development of the Project.

6. SUBDIVIDER has requested approval of the Final Map prior to completion of all of the Improvements required by CITY.

7. To assure CITY that SUBDIVIDER will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.

8. SUBDIVIDER's agreement to construct and install the Improvements pursuant to this Agreement and its offer of dedication of the streets, easements, and other improvements, as shown on the Final Map, are a material consideration to CITY in approving the Final Map and permitting development of the Project to proceed. SUBDIVIDER has agreed to have CONTRACTOR perform the construction and installment of the improvements.

9. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 et seq.) and the ordinances, rules, regulations, and determinations of the CITY.

AGREEMENT

NOW THEREFORE, based on the foregoing Recitals, which are incorporated herein by reference, and in consideration of the CITY's approving the Final Map and permitting development of the Project to proceed, CITY's acceptance of the streets, easement, and other improvements offered for dedication by SUBDIVIDER, and the mutual promises contained herein, the Parties mutually agree as follows:

1. **Improvements.** SUBDIVIDER, at his or her sole expense, agrees to construct and install, as applicable, the street, sidewalks, drainage, domestic water, sanitary sewer, and other improvements (herein sometimes collectively referred to as the "Improvements") required to be constructed or agreed to be constructed as a condition precedent to the approval of the Final Map and acceptance of such streets and easements, as expressly shown on (1) the Improvement Lists attached hereto at Exhibit "A" and incorporated herein, and/or (2) the approved Project Improvement Plans on file with CITY and/or subsequently approved or revised by CITY and SUBDIVIDER (the "Improvement Plans"). The estimated construction cost for the Improvements is \$234,552.00

2. **Security.** To secure the faithful performance of each improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each improvement required, SUBDIVIDER shall provide CITY, prior to the execution of this Agreement by CITY, with the following bonds (or a cash deposit in lieu of bonds):

Improvement	Type of Bond	Amount
100% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1302 and Street Improvement Plan No. A-1850	Faithful Performance	\$234,552.00
50% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1302 and Street Improvement Plan No. A-1850	Labor & Material	\$117,276.00
100% total estimate for Survey Monument Bond for setting required survey monuments and filing all documentation and records as described and required by the Final Tract Map on file with the CITY	Monument Bond	\$2340.00

The bonds shall be executed on CITY forms by a surety authorized to do business in the State of California and shall be subject to approval by the City Attorney.

3. **Time for Completion.** SUBDIVIDER shall complete construction and installation of the improvements within 365 days, or such later time as approved by the CITY in writing.
4. **CITY Inspection and Acceptance.** The City Engineer or his or her duly authorized representative, upon request of SUBDIVIDER, shall inspect the improvements herein agreed to be constructed or installed by SUBDIVIDER, and, if determined to be in accordance with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans, shall recommend the acceptance of such improvements by the CITY.
5. **Changes or Alterations.** SUBDIVIDER shall perform any changes or alterations in the construction and installation of the improvements required by CITY, to the extent such changes or alterations are needed to cause the improvements to comply with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans.
6. **Guarantee.** SUBDIVIDER shall guarantee such improvements for a period of one (1) year following the completion by SUBDIVIDER and acceptance by CITY against any defective work or labor done, or defective materials furnished, in the performance of work pursuant to this Agreement.
7. **Insurance and Indemnification Requirements.**
 - 7.1 **Commencement of Work.** SUBDIVIDER, all contractors, and subcontractors shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. *All contractors and subcontractors shall obtain and maintain the same insurance as required of SUBDIVIDER. SUBDIVIDER shall be responsible to collect and maintain all insurance from all contractors and subcontractors.* All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
 - 7.2 **Workers Compensation Insurance.** For the duration of this Agreement, SUBDIVIDER shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
 - 7.3 **Insurance Amounts.** SUBDIVIDER shall provide and maintain or shall cause its Contractor and all subcontractors to provide and maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount not less than of \$1,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 7.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the SUBDIVIDER. SUBDIVIDER shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 7.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the SUBDIVIDER shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, SUBDIVIDER's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the SUBDIVIDER'S insurance and shall not contribute with it.

In the event any of SUBDIVIDER's underlying policies do not meet policy limits within the insurance requirements, SUBDIVIDER shall provide: 1) the schedule of underlying policies for a follows form excess liability policy, 2) state that the excess policy follows form on the insurance certificate, and 3) an additional insured endorsement for the follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers.

If SUBDIVIDER maintains higher insurance limits than the minimums shown above, SUBDIVIDER shall provide coverage for the higher insurance limits otherwise maintained by the SUBDIVIDER.

7.4 **Indemnification.**

- A. SUBDIVIDER agrees to protect, defend, and hold harmless CITY and its officials, officers, employees and agents from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees for injury to or death of any person, damage to property, interference with use of property, and monetary damages of any nature resulting from, arising out of, or in any way connected with performance of the Agreement by SUBDIVIDER and its agents, officers, employees, subcontractors, or independent contractors hired by SUBDIVIDER. The only exception to SUBDIVIDER'S responsibility to protect, defend, indemnify and hold harmless CITY, is due to the negligence or willful misconduct of CITY, or any of its officials, officers, employees or agents.
- B. CITY does not, and shall not waive any rights against SUBDIVIDER, which it may have by reason of this hold harmless agreement. This hold harmless agreement shall apply to all liability regardless of whether or not any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBDIVIDER in the event of loss, claim, damage,

or expense. The indemnification obligations of SUBDIVIDER shall survive the termination of this Agreement until all such obligations are fully and finally resolved.

8. **Default.**

8.1 **Remedies Not Exclusive.** In any case where this Agreement provides a specific remedy to CITY for a default by SUBDIVIDER hereunder, such remedy shall be in addition to, and not exclusive of, CITY's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.2 **CITY Right to Perform Work.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER hereby authorizes CITY to perform such obligations twenty (20) days after mailing written Notice of Default to SUBDIVIDER at the address given below, and agrees to pay the entire cost of such performance by CITY, unless SUBDIVIDER cures such default in such twenty (20) day period, or such additional time as CITY deems reasonable in its sole discretion.

8.3 **Costs and Attorney's Fees.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER agrees to pay all costs and expenses reasonably incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of SUBDIVIDER's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

9. **Non-Liability of Officials and Employees of CITY.** No member, official or employee of CITY shall be personally liable to SUBDIVIDER, or any successor in interest, in the event of any default or breach by CITY, or for any amount which may become due from CITY or its successor, or any obligation under the terms of this Agreement.

10. **Labor.**

10.1 **Labor Standards.** SUBDIVIDER shall be responsible for causing itself and all contractors and subcontractors constructing or installing any of the Infrastructure Improvements to comply with all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. CITY makes no warranty or representation concerning whether any of the Infrastructure Improvements required to be constructed and/or installed pursuant to this Agreement constitute public works subject to the prevailing wage requirements.

10.2 **Non-Discrimination.** SUBDIVIDER covenants and agrees that there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity undertaken pursuant to this Agreement.

- 10.3 **Licensed Contractors.** SUBDIVIDER shall cause all of the Infrastructure Improvements to be constructed and/or installed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.
11. **Change of Subdivider.** If SUBDIVIDER ceases to have legal interest in the Project, then a notice to that effect shall be filed with CITY by Subdivider. The notice shall include the name and address of the new Subdivider. SUBDIVIDER shall require as a condition of the transfer of the legal interest in the Project, that the new Subdivider shall (1) submit new bonds in accordance with this Agreement (at which time the original bonds shall be released); (2) submit to CITY a certified copy of the recorded deed referencing the transfer of the legal interest; and (iii) require that, upon transfer, the successor Subdivider undertake all of the obligations under this Agreement in lieu and in place of SUBDIVIDER. Thereafter, SUBDIVIDER shall have no further obligations to CITY under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer. Subdivider's responsibility for such liability, obligations, acts or omissions shall survive until such liability or obligations are fully and finally resolved, or until the statute of limitations on such acts or omissions has elapsed.
12. **General Provisions.** It is mutually agreed as follows:
- 12.1 **Assignment or Delegation.** Neither CITY nor SUBDIVIDER shall assign this Agreement without the consent of the other. SUBDIVIDER shall not delegate its obligations under this Agreement to another.
- 12.2 **Independent Contractor.** It is understood and agreed that, in connection with the performance of SUBDIVIDER's obligations under this Agreement, SUBDIVIDER, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER shall act and be independent contractors and shall not be agents or employees of the CITY, and as independent contractors, shall obtain no rights to retirement benefits, or other benefits which accrue to CITY employees, and SUBDIVIDER, on behalf of itself, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER, hereby expressly waives any claim it may have to any such rights.
- 12.3 **Compliance with Law.** SUBDIVIDER shall comply with, and require all those acting on SUBDIVIDER's behalf to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 12.4 **Conflict of Interest and Reporting.** SUBDIVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12.5 **Notices.** All notices shall be personally delivered or mailed, postage prepaid, to the below-listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

If to SUBDIVIDER:
Heritage Homes Management, LLC
Attn: David D. Nguyen
38 Arbusto Street,
Irvine, California 92606

If to CITY:
City of Garden Grove
Attention: Public Works Director
11222 Acacia Parkway
Garden Grove, California 92840

- 12.6 **Licenses, Permits, Fees, and Assessments**. At its sole cost and expense, SUBDIVIDER shall obtain such license, permits, and approvals as may be required by law for the performance of SUBDIVIDER's obligations under this Agreement. SUBDIVIDER shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the obligations required under this Agreement.
- 12.7 **Time of Essence**. Time is of the essence in the performance of this Agreement.
- 12.8 **Heirs, Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, including all successors and assigns to SUBDIVIDER's right, title, and interest in the property covered by the Project and any portion thereof.
- 12.9 **Corporate Authority**. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.
- 12.10 **Modification**. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and SUBDIVIDER.
- 12.11 **Waiver**. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and SUBDIVIDER. SUBDIVIDER agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.
- 12.12 **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.
- 12.13 **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.
- 12.14 **Preservation of Agreement**. Should any paragraph, clause, provision or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, provision or word so construed and interpreted, and all remaining provisions shall remain valid and enforceable.
13. **Mutual Agreement**. The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this Agreement.
14. **Construction and Installation of Improvements**. Contractor agrees to construct and install the improvements to be accomplished pursuant to this agreement. SUBDIVIDER

and CONTRACTOR shall be jointly and severally responsible for the construction and installation of the improvements.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

"CITY"

CITY OF GARDEN GROVE

Date: _____

BY: _____
City Manager

ATTEST:

City Clerk

Date: _____

"SUBDIVIDER"

HERITAGE HOMES MANAGEMENT, LLC

By: David D. Nguyen

Name: David D. Nguyen

Date: _____

Its: President

Date: _____

By: Loan Nguyen

Name: LOAN NGUYEN

Its: OWNER/MANAGER

"CONTRACTOR"

OC BUILDER

Its: OWNER

By: An Thai

Name: AN THAI

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

Date: 1/5/15

If SUBDIVIDER or CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

Exhibit "A"

November 24, 2014

Engineer's Probable Cost Estimate
 Tract 17646 - Garden Grove
 13581 & 13591 Yockey Street, Garden Grove, CA

SEWER IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Construct Sewer Manhole	2	EA	\$ 5,500.00	\$ 11,000
2	Construct 8" Dia. Extra strength VCP Sewer pipe with wedge lock joints	35	LF	\$ 58.75	\$ 2,056
3	Construct Sewer Cleanout	7	EA	\$ 320.00	\$ 2,240
4	Construct 8" Dia. PVC (SDR35) Sewer pipe	260	LF	\$ 30.00	\$ 7,800
5	Construct 4" PVC (SDR35) Sewer Lateral with PEA gravel backfill	102	LF	\$ 39.66	\$ 4,045
				Subtotal	\$ 27,142
				Total Engineer's Estimate	\$ 27,142

[Signature]
 Surender Dewan, P.E.
 34559 Expires: 09/30/15



Exhibit "A"

November 24, 2014

Engineer's Probable Cost Estimate
 Tract 17646 - Garden Grove
 13581 & 13591 Yockey Street, Garden Grove, CA

WATER IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Install 8" PVC AWWA C-900 Class 200 Water Main with 36" cover from Finished surface and 24" cover at the time of installation	342	LF	\$ 60.00	\$ 20,520
2	Construct 12"x8" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 6,000.00	\$ 6,000
3	Install 8"x8" Elbow	1	EA	\$ 550.00	\$ 550
4	Install conc anchor block	1	EA	\$ 300.00	\$ 300
5	Install Wet Barrel Fire Hydrant Assembly	1	EA	\$ 6,000.00	\$ 6,000
6	Install 1" Water Service	6	EA	\$ 1,000.00	\$ 6,000
7	Install 4" Blowoff	1	EA	\$ 1,203.00	\$ 1,203
8	Remove Existing water meter	1	EA	\$ 2,400.00	\$ 2,400
				Subtotal	\$ 42,973
				Total Engineer's Estimate	\$ 42,973



Surender Dewan, P.E.
 34559 Expires: 09/30/15

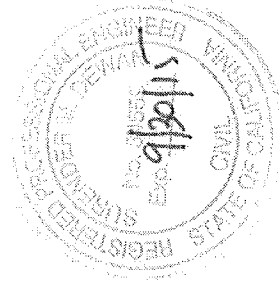
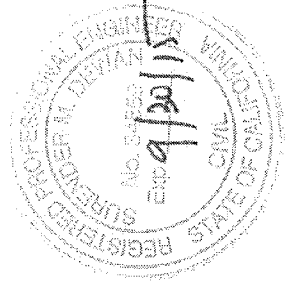


Exhibit "A"

November 24, 2014

Engineer's Probable Cost Estimate
 Tract 17646 - Garden Grove
 13581 & 13591 Yockey Street, Garden Grove, CA

GRADING IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Earthwork	6,104	CY	\$ 3.78	\$ 23,073
2	Import	4,424	CY	\$ 4.10	\$ 18,138
3	Construct AC over AB	4,846	SF	\$ 3.99	\$ 19,336
4	Construct Conc. curb (6"cf) per city std. B-112	660	LF	\$ 24.00	\$ 15,840
5	Construct conc. Alley gutter	170	SF	\$ 36.00	\$ 6,120
7	Construct conc. Sidewalk	200	SF	\$ 5.65	\$ 1,130
8	Construct Residential Driveway	610	SF	\$ 5.65	\$ 3,447
11	Construct 6" thick stamped conc w/#3 rebar @18"O.C. over 6"AB	1,346	SF	\$ 21.00	\$ 28,266
13	Construct 4" dia. (sch40) pvc drain pipe	1,090	LF	\$ 3.00	\$ 3,270
14	Construct EcoStone Pavers	1,680	SF	\$ 6.53	\$ 10,970
15	Construct drain inlet	39	EA	\$ 8.30	\$ 324
16	Construct trash and debris gaurd	1	EA	\$ 125.00	\$ 125
17	Construct conc. Rectangular channel	38	LF	\$ 86.00	\$ 3,268
18	Construct Parkway culvert	11	EA	\$ 220.00	\$ 2,420
19	Install Standard Barricade w/type N-4 signs per city std. B-306	1	EA	\$ 1,500.00	\$ 1,500
20	Construct 2'x2' Concrete splash pad	3	EA	\$ 250.00	\$ 750
21	Provide opening in Rectangular channel for maintenance	1	EA	\$ 500.00	\$ 500
22	Paint top and face of curb red	355	LF	\$ 0.25	\$ 89
				Subtotal	\$ 138,565
				Total Engineer's Estimate	\$ 138,565



[Handwritten Signature]


Surender Dewan, P.E.
 34559 Expires: 09/30/15

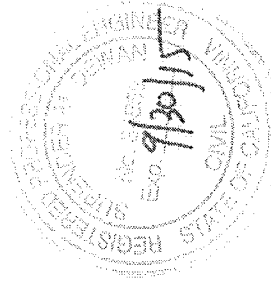
Exhibit "A"

November 24, 2014

Engineer's Probable Cost Estimate
 Tract 17646 - Garden Grove
 13581 & 13591 Yockey Street, Garden Grove, CA

STREET IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Remove exist. Improvements and excavate for proposed section	3,775	SF	\$ 1.00	\$ 3,775
2	Construct 5" AC over 8" AB	2,335	SF	\$ 5.75	\$ 13,426
3	Construct conc. Curb & gutter (6" CF), type D-6 per city std. Plan B-113	94	LF	\$ 7.25	\$ 682
4	Construct driveway per city std. Plan B-121	1	EA	\$ 3,000.00	\$ 3,000
5	Construct conc. Sidewalk per city std. Plan B-106	372	SF	\$ 3.10	\$ 1,153
6	Construct Parkway culvert	1	EA	\$ 3,836.00	\$ 3,836
Subtotal					\$ 25,872
Total Engineer's Estimate					\$ 25,872


 Surender Dewan, P.E.
 34559 Expires: 09/30/15



DMS
CONSULTANTS, INC.
CIVIL ENGINEERS

December 15, 2014

Kamyar Dijab
Associate Engineer
City of Garden Grove
11222 Acacia Parkway,
Garden Grove, CA 92840

SUBJECT: Tract 17646

Dear Mr. Dijab:

This is to state that our fee to the Developer for setting the monuments indicated on the Final Tract Map for the subject project will be \$2,340.00.

The monuments as indicated will be set on or before 30 days after acceptance of final improvements by the City.

If you have any questions please contact the undersigned.

Sincerely,
DMS Consultants, Inc.



Surender Dewan, P.E.
President

RESOLUTION NO. 5816-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE ADOPTING A NEGATIVE DECLARATION AND APPROVING SITE PLAN NO. SP-006-2014, VARIANCE NO. V-005-2014 AND TENTATIVE TRACT MAP NO. TT-17646 FOR PROPERTY LOCATED AT 13581-13591 YOCKEY STREET, ASSESSOR'S PARCEL NOS. 097-271-28 AND 097-271-29.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on May 15, 2014, does hereby adopt a Negative Declaration and approves Site Plan No. SP-006-2014, Variance No. V-005-2014, and Tentative Tract Map No. TT-17646, for land located on the west side of Yockey Street, south of Trask Avenue, at 13581-13591 Yockey Street, Assessor's Parcel Nos. 097-271-28 and 29.

BE IT FURTHER RESOLVED that the Planning Commission has considered the proposed Negative Declaration together with comments received during the public review process. The record of proceedings on which the Planning Commission's decision is based is located at the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, California. The custodian of record of proceedings is the Director of Community Development. The Planning Commission finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project will have a significant effect on the environment. Therefore, the Planning Commission hereby adopts the Negative Declaration for this project.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-006-2014, Variance No. V-005-2014, and Tentative Tract Map No. TT-17646, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by David Nguyen.
2. The applicant requests City Council adoption of Residential Planned Unit Development No. PUD-005-2014 for a 36,900 square foot site located at 13581-13591 Yockey Street, and currently zoned R-1 (Single-Family Residential) to allow and facilitate the development of a 6-unit single-family, small-lot subdivision project; Planning Commission approval of a Site Plan to construct six (6), detached, two-story, single-family residential units; Planning Commission of a Variance to deviate from the minimum lot size for a Residential Planned Unit Development; and Planning Commission approval of a Tentative Tract Map for the residential subdivision.
3. Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et. seq., and the CEQA guidelines, 14 California Code of Regulations Sec. 15000 et. seq., an initial study was prepared and it has been determined that the proposed project qualifies for a Negative Declaration

because the proposed project cannot, or will not, have a significant effect on the environment. The Negative Declaration was prepared and circulated in accordance with CEQA and CEQA's implementing guidelines.

4. The property has a General Plan Land Use designation of Low Density Residential and is currently zoned R-1 (Single-Family Residential). The subject site is comprised of two (2) parcels with a total net lot size of 36,900 square feet. The site is improved with two (2) single-family homes and an accessory structure that will be demolished to accommodate the proposed development.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on May 15, 2014, and all interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during its meeting of May 15, 2014, and considered all oral and written testimony presented regarding the project, the initial study, and the Negative Declaration.

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Sections 9.32.030 and 9.40.060, are as follows:

FACTS:

The subject property has a net lot size of 36,900 square feet, and is located on the west side of Yockey Street, south of Trask Avenue. The property has a General Plan Land Use Designation of Low Density Residential, and is zoned R-1 (Single-Family Residential). A density of up to nine (9) dwelling units per acre with detached units each on their own parcel is permitted in the Low Density Residential General Plan Land Use Designation.

The application for Site Plan No. SP-006-2014, Variance No. V-005-2014, and Tentative Tract Map No. TT-17646 is being processed in conjunction with an application for approval of Planned Unit Development No. PUD-005-2014. If approved by the City Council, Planned Unit Development No. PUD-005-2014 will create a precise plan zoning for the property with implementation provisions corresponding to the project proposed pursuant to Site Plan No. SP-006-2014, Variance No. V-005-2014 and Tentative Tract Map No. TT-17646. The Planned Unit Development would facilitate the development of the site with six (6) single family residential units.

The property is located in an area that is improved with existing single-family residences. The property abuts single-family homes to the north, south, west, and across Yockey Street to the east.

The property owner proposes to demolish the existing residential structures located on the property in order to construct a small-lot subdivision that will consist of six (6), two-story, single-family homes.

The project has been designed to comply with the development standards of the Municipal Code, including the small-lot subdivision ordinance, with the exception of the Variance to deviate from the minimum three-acre lot size for a PUD. The project complies with the required setbacks, parking, building height and open space requirements.

The application for Site Plan No. SP-006-2014, Variance No. V-005-2014, and Tentative Tract Map No. TT-17646 is being processed in conjunction with an application for approval of Planned Unit Development No. PUD-005-2014. If approved by the City Council, Planned Unit Development No. PUD-005-2014 will create a precise plan zoning for the property with implementation provisions corresponding to the project proposed pursuant to Site Plan No. SP-006-2014, Variance No. V-005-2014 and Tentative Tract Map No. TT-17646. The Planned Unit Development would facilitate the development of the site with six (6) single family residential units. A Variance is needed to deviate from the minimum three-acres for a residential PUD.

FINDINGS AND REASONS:

Site Plan:

1. The Site Plan complies with the spirit and intent of the provisions, conditions and requirements of Title 9 and is consistent with the General Plan.

The General Plan Land Use Designation of the subject site is Low Density Residential, which is intended to create, maintain, and enhance residential areas characterized by detached, single unit structures, and single-family residential neighborhoods that: (i) provide an excellent environment for family life; preserve residential property values; (iii) provide access to schools, parks, and other community services; and (iv) provide a high-quality architectural design. The proposed project would create a neighborhood of 6 detached single-family homes that satisfies each of these objectives and results in a density of 7.26 units per acre, which is within the permitted density of up to nine (9) units per acre for the Low Density Residential Land Use Designation. Approval and effectiveness of the proposed Site Plan is contingent upon City Council approval of a Planned Unit Development that

will establish zoning standards for the site consistent with the proposed Site Plan and Tentative Tract Map.

The project has been designed to comply with the small-lot subdivision requirements of Title 9 of the Municipal Code, with the exception of the Variance to deviate from the minimum PUD three-acre lot size. The project complies with the setbacks, parking, landscaping, recreation area, and the building height requirements of the small-lot subdivision ordinance. The project is compatible with the existing single-family neighborhood that is developed with a mixture of traditional single-family lots and two (2) existing small-lot subdivision projects. The proposed project will be a valued addition to the area, and will provide additional housing units in the immediate area that will further the goals of the City's Housing Element. Therefore, the project complies with the General Plan Land Use designation, the small-lot subdivision ordinance, and all other applicable ordinances, with the exception of the Variance to deviate from the three-acre residential PUD lot size.

2. The project will not adversely affect essential on-site facilities such as off-street parking, loading and unloading areas, traffic circulation, and points of vehicular and pedestrian access.

The property will be accessed from a 28'-0" wide private street from Yockey Street. The private street will circulate through the site and provide access to the driveways to serve the enclosed garage space of each unit. The design of the private street will accommodate two-way traffic, on-street parallel parking spaces, as well as provide the required turn-around access for trash trucks and emergency vehicles. The project site will also provide a 4'-6" wide sidewalk that originates from Yockey Street for pedestrian and handicap access.

The project will provide a total of thirty-one (31) on-site parking spaces in the form of a two (2) car enclosed garage per unit with two (2) open parking spaces located in front of each garage, and seven (7) on-street parallel guest parking spaces.

The City's Traffic Engineering Section has reviewed the proposed project, and all appropriate conditions of approval and mitigation measures will minimize any adverse impacts to surrounding streets.

3. The project will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels.

The Public Work's Department has reviewed the plans and all appropriate conditions of approval have been incorporated. The proposed development will provide landscaping and proper grading of the site to provide adequate

on-site drainage. All other appropriate conditions of approval and mitigation measures have been included, which will minimize any adverse impacts to surrounding streets.

4. The project will not adversely impact the Public Works Department's ability to perform its required function.

The Public Work's Department has reviewed the project, and has incorporated all the appropriate conditions of approval and mitigation measures to minimize any adverse impacts.

5. The project is compatible with the physical, functional, and visual quality of the neighboring uses and desirable neighborhood characteristics.

The project has been designed in accordance with the small-lot subdivision standards of the Title 9 of the Municipal Code. The property is located in an area with existing single-family residential uses that include traditional single-family homes and two (2) small-lot subdivision projects similar to the proposed development.

The proposed project will be compatible with the existing single-family developments in the area. The project will provide landscaping along Yockey Street, within the front setback area of each unit, and within the common areas. The project has been designed to provide a building design that incorporates projecting building masses along the front building elevation with varying rooflines to enhance the façade of the building. Therefore, the project will have a reasonable degree of physical, functional, and visual compatibility with neighborhood.

6. Through the planning and design of buildings and building placement, the provision of open space landscaping and other site amenities will attain an attractive environment for the occupants of the property.

The project has been designed in accordance with the City's provisions for a small-lot subdivision development, and provides the adequate amount of private and common recreation area. Each unit will provide a private rear yard that ranges in size from 856 square feet to 976 square feet, which exceeds the minimum code requirement of 300 square feet per unit. As an added amenity, the project will provide a 1,714 square foot common recreation area for the residences that will include a trellis and landscaping.

In addition, the project will provide landscaping along the project's Yockey Street frontage, within the front setback area of each unit, and within the common areas in accordance with the landscaping requirement of Title 9 of the Municipal Code.

Variance:

1. There are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other property or classes of use in the same vicinity or zone.

The subject site is located in a residential area that is improved with single-family homes. The City's General Plan encourages the development of residential units to meet the City's regional housing needs and to further the goals of the City's Housing Element. While the City has a small-lot subdivision ordinance in place that allows the development of small-lot subdivision projects in multiple-family zones, small-lot subdivision residential projects can only be accommodated in the R-1 zone through a PUD zone change. Recently approved small-lot subdivision projects benefited from a zone change from R-1 to PUD, similar to the applicant's request, which also included approval of a Variance to deviate from the minimum lot size of three-acres established for residential PUDs.

The project site has a combined net lot area of 36,900 square feet, and is surrounded by single-family homes including two (2) existing small-lot subdivision projects. Due to the location of the property, and the surrounding improvements, the applicant is unable to acquire additional land area to meet the three-acre size requirement of the PUD. The proposed lot area is sufficient in size to accommodate the proposed development, and the project has been designed to comply with the small-lot subdivision requirements of the zoning code, and complies with the required setbacks, parking, circulation, and recreation space.

2. The Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone, but which is denied to the property in question.

The Variance is necessary for the property to be developed with the same property rights that exist for other similar residential small-lot subdivision developments located throughout the City. The proposed Variance will allow the project to deviate from the three-acre lot size requirement of the residential PUD zone. The majority of the small-lot subdivision projects approved by the City required approval of a variance to deviate from the minimum three-acre lot size for a Planned Unit Development in order to allowed the rezone from R-1 to PUD.

The subject property has a net lot size of 36,900 square feet (.84 acres), and is surrounded by single-family homes. The project abuts a residential cul-de-sac to the south, and a residential subdivision to the north. The location

of the project site precludes the applicant from being able to acquire additional land area to meet the three-acre requirement.

Furthermore, there are two (2) existing small-lot subdivision projects located on Yockey Street that benefited from approval of a Variance to deviate from the minimum three-acre lot size. The existing project consists of eight (8) units developed on a .78 acres site, and fourteen (14) units developed on a 1.82 acre site. The proposed project will have a site area of .84 acres, which is similar in size to the existing small-lot subdivision projects in the neighborhood. The proposed project will be consistent with the neighborhood and existing residential developments located on Yockey Street.

3. The granting of such Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located.

The proposed Variance will allow the project to deviate from the three-acre lot size requirement for a residential PUD zone. The subject site is located in an area improved with single-family homes, including two (2) residential small-lot subdivision developments with eight (8) and fourteen (14) units respectively. The project has been designed to comply with the small-lot subdivision development standards of Title 9 of the Municipal Code, and complies with all setbacks, parking, recreation space, and vehicle access. The proposed project will be compatible with the existing residential developments in the area. The project will be required to comply with all applicable building and safety codes and regulations to ensure that there is not an adverse impact on public health, safety, or welfare. Furthermore, the proposal has been reviewed by all City Departments in order to ensure compliance with all applicable code provisions.

4. The granting of such Variance will not adversely affect the comprehensive General Plan.

The proposed Variance will allow the project to deviate from the three-acre lot size requirement of the residential PUD zone. The subject site is 36,900 square feet, and the proposed residential project has been designed to comply with all applicable development standards of small-lot subdivision, including setbacks, parking, recreation space, and vehicular access.

The property has a General Plan designation of Low Density Residential that allows a density of up to 9 dwelling units per acre. The proposed project will provide a density of 7.26 dwelling units per acre, which is within the land use density requirement. Furthermore, the Low Density Residential land use designation also encourages the development of detached, single-family

homes. The proposed project will be consistent with the General Plan, and will help in meeting the City's regional housing needs. Therefore, the approval of the project will be consistent with the goals of the City's General Plan.

5. Approval of the Variance is subject to such conditions as will assure that it does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated.

The project has been designed as an integrated residential lot-small subdivision development that complies with small-lot subdivision development standards of the Municipal Code. All applicable conditions of approval have been incorporated to facilitate the development of the project. The conditions of approval include standard conditions that have been applied to similar type of small-lot subdivision projects located in the vicinity and zone. Provided that the conditions are adhered to, the granting of the subject Variance will maintain consistency with the limitations up other similar properties in the zone and vicinity and not give the property owner a special privilege over other property owners in the area.

Tentative Tract Map:

1. The proposed map is consistent with the General Plan.

The proposed map is consistent with the provisions of the General Plan for the land use designation for Low Density Residential. The Low Density Residential land use designation allows up to 9 dwelling units per acre. The proposed project will provide a density of 7.26 dwelling units per acre, which is consistent with the land use designation.

2. The design and improvement of the proposed subdivision are consistent with the General Plan.

The design and improvements of the proposed map are consistent with the General Plan in that the project complies with all applicable development standards, with exception of the Variance to deviate from the three-acre PUD lot size. With the conditions of approval as recommended by staff, the design and improvement of the subject site is consistent with the spirit and intent of the General Plan provisions for location of the units and proximity to similar uses.

3. The site is physically suitable for the proposed type of development.

The site is physically suitable for the proposed development. The site has a net lot area of 36,900 square feet. The project has been designed to comply with the development requirements of the small-lot subdivision ordinance, including setbacks, parking, landscaping, and recreation area. In addition, the proposed private street has been designed per the City's standard and provides adequate access for trash trucks and emergency vehicle access.

4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, and the requirements of the California Environmental Quality Act have been satisfied.

Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et. seq., and the CEQA guidelines, 14 California Code of Regulations Sec. 15000 et. seq., an initial study was prepared and it has been determined that the proposed project qualifies for a Negative Declaration because the proposed project cannot, or will not, have a significant effect on the environment. The Negative Declaration was prepared and circulated in accordance with CEQA and CEQA's implementing guidelines.

5. The site is physically suitable for the proposed density of the development.

The site is physically suitable for the density proposed by the developer. The net lot size of the property is 36,900 square feet. The property is sufficient in size to accommodate the proposed development, and complies with all applicable provisions of the City of Garden Grove Municipal Code, including the building setbacks, parking, landscape, and recreation space requirements, with the exception of the Variance.

6. The design of the subdivision and the proposed improvements are not likely to cause serious public health problems.

The design of the subdivision and the proposed improvements are not likely to cause serious public health problems since conditions of approval will be in place to safeguard the public health. City Departments, including Traffic Division, Water Division, Engineering Division, Fire Department, and the Planning Division, have reviewed the proposed development and have applied conditions of approval as mitigating measures against any potential negative impacts that the project may have on the community.

7. The design of the subdivision and the proposed improvements will not conflict with easements of record or easements established by court judgment acquired by the public at large for access through or use of property within the subdivision; or, if such easements exist, alternate easements for access

or for use will be provided and these will be substantially equivalent to the ones previously acquired by the public.

The design of the subdivision and the proposed improvements will not conflict with easements of record or easements established by court judgment acquired by the public at large for access through or use of property within the proposed subdivision. The project has been designed to avoid development over existing easements.

8. The design and improvement of the proposed subdivision are suitable for the uses proposed and the subdivision can be developed in compliance with the applicable zoning requirements.

The design and improvement of the subdivision is suitable for the proposed six (6) unit, single-family, residential project, and the subdivision, as proposed, meets the spirit and intent of the General Plan, and the Subdivision Map Act.

9. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

The project has been designed in accordance with Government Code Section 66473.1, which encourages the orientation of the units to take advantage of shade and prevailing breezes.

10. The design, density, and configuration of the subdivision strike a balance between the effect of the subdivision on the housing needs of the region and public service needs. The character of the subdivision is compatible with the design of existing structures, and the lot sizes of the subdivision are substantially compatible with the lot sizes within the general area.

The project has been reviewed in relation to the housing needs and goals of the City and is compatible with existing residential projects in the vicinity. The property is located in an area with the existing single-family residences. The proposal is to construct six (6) new single-family homes that will increase the number of available housing in the area, and further the goals of the Housing Element of the General Plan. The project complies with the density requirements of the General Plan, as well as the small-lot subdivision development standards, with exception of the Variance to deviate from the PUD minimum lot area.

11. The subject property is not located within in a state responsibility area or a very high fire hazard severity zone, the proposed subdivision is served by local fire suppression services, and the proposed subdivision meets applicable design, location, and ingress-egress requirements.

- 12. The discharge of waste from the proposed subdivision into the existing sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board. The conditions of approval for on and off-site improvements will ensure permitted capacity of the public sewer system is not exceeded.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN THE STAFF REPORT

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and findings set forth in the staff report.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

- 1. The Site Plan, Variance, and Tentative Parcel Map possesses characteristics that would justify the request in accordance with Municipal Code Sections No. 9.32.030.3 (Site Plan), 9.32.030.6 (Variance), and Section 9.40.060 (Tentative Maps).
- 2. In order to fulfill the purpose and intent of the Municipal Code and thereby promote the health, safety, and general welfare, the attached Conditions of Approval (Exhibit "A") shall apply to Site Plan No. SP-006-2014, and Variance No. V-005-2014, and Tentative Tract Map No. TT-17646.
- 3. The effectiveness of approval of Site Plan No. SP-006-2014, and Variance No. V-005-2014, and Tentative Tract Map No. 17646 shall be contingent upon the adoption and effectiveness of an Ordinance approving Planned Unit Development No. PUD-005-2014 by the Garden Grove City Council.

Adopted this 15th day of May, 2014

ATTEST:

/s/ GARY LAZENBY
CHAIR

/s/ JUDITH MOORE
SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on May 15, 2014, by the following vote:

AYES:	COMMISSIONERS:	(6)	ALEJANDRO, BRIETIGAM, LAZENBY, MARGOLIN, SILVA, ZAMORA
NOES:	COMMISSIONERS:	(0)	NONE
ABSENT:	COMMISSIONERS:	(1)	NGUYEN

/s/ JUDITH MOORE
SECRETARY

PLEASE NOTE: Any request for court review of this decision must be filed within 90 days of the date this decision was final (See Code of Civil Procedure Section 1094.6).

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is June 5, 2014.