

ORDINANCE NO. 2852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING ZONE CHANGE AMENDMENT NO. A-012-2014, CHANGING THE ZONING DESIGNATION OF A RESIDENTIAL PARCEL LOCATED AT 10882 STANFORD AVENUE, ASSESSOR'S PARCEL NO. 089-202-28, FROM CCSP-CCR20 (COMMUNITY CENTER SPECIFIC PLAN-COMMUNITY CENTER RESIDENTIAL AREA 20) TO CC-3 (CIVIC CENTER-CORE)

City Attorney Summary

This Ordinance approves a zone change and corresponding amendment to the City's Zone Map with respect to an approximately .61-acre vacant parcel located on the south side of Stanford Avenue, west of Main Street, at 10882 Stanford Avenue, Assessor's Parcel No. 089-202-28, to change the zoning designation from CCSP-CCR20 (Community Center Specific Plan - Community Center Residential Area 20) to CC-3 (Civic Center-Core), in order to facilitate the development of 47 affordable housing units, including 16 units on the subject parcel, as part of an integrated mixed use project in conjunction with the Garden Grove United Methodist Church property located at 12741 Main Street, Assessor's Parcel No. 089-202-54.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, the City of Garden Grove has received an application from Jamboree Housing Corporation for approval of a Zone Change for a .61 acre vacant parcel of land located on the south side of Stanford Avenue, east of Main Street, at 10882 Stanford Avenue, Assessor's Parcel No. 089-202-28, from CCSP-CCR20 (Community Center Specific Plan-Community Center Residential Area 20) to CC-3 (Civic Center-Core), in order to facilitate the development of a combined 5.2 acre site consisting of the subject site and the adjacent property, located at 12741 Main Street, Assessor's Parcel No. 089-202-54, with an integrated mixed use project consisting of the existing Garden Grove United Methodist Church and Church-operated pre-school, two new three-story buildings containing 47 affordable residential apartment units, a new 2,975 square foot leasing/retail commercial space, and a new, one-story, 3,485 square foot building to replace an existing Head Start pre-school building (the "Project");

WHEREAS, Zone Change Amendment No. A-012-2014 is being processed in conjunction with General Plan Amendment No. GPA-001-2014, to change the land use designation of the .61-acre vacant parcel within the project site from Medium Density Residential (MDR) to Civic Center Mixed Use (CCMU); Site Plan No. SP-014-2014 to allow the construction of two, three-story apartment buildings with 47 affordable residential apartment units, a 2,975 square foot leasing/retail commercial space, and a new, one-story, 3,485 square foot building to replace an existing Head Start pre-school building on the vacant and Church parcel; Conditional Use Permit

No. CUP-023-2014 to allow the Church, the Church-operated pre-school, and the Head Start program to continue to operate; Lot Line Adjustment No. LLA-006-2014 to adjust the southern interior property line of the vacant parcel; Variance No. V-008-2014 to allow a reduction to the required parking for the Church, pre-schools, and the proposed retail commercial tenant space; and, Development Agreement No. DA-001-2014;

WHEREAS, pursuant to Resolution No. 5835-14, the Planning Commission, following a Public Hearing held on December 4, 2014, recommended adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program and approval of General Plan Amendment No. GPA-001-2014 and Zone Change Amendment No. A-012-2014;

WHEREAS, pursuant to a legal notice, a Public Hearing was held by the City Council on January 13, 2015, and all interested persons were given an opportunity to be heard;

WHEREAS, the City Council approved Resolution No. 9267-15 during its meeting on January 13, 2015, adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the Project pursuant to the California Environmental Quality Act, California Public Resources Section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Sections 15000 et seq.;

WHEREAS, the City Council approved Resolution No. 9268-15 during its meeting on January 13, 2015, approving General Plan Amendment No. GPA-001-2014, to change the General Plan Land Use designation of the subject parcel from Medium Density Residential (MDR) to Civic Center Mixed Use (CCMU); and

WHEREAS, the City Council hereby makes the following findings regarding Zone Change Amendment No. A-012-2014:

- A. The proposed Zone Change Amendment is consistent with the General Plan.

The proposed Zone Change Amendment would change the zoning of the subject parcel from CCSP-CCR20 (Community Center Specific Plan-Community Center Residential Area 20) to CC-3 (Civic Center-Core). The CC-3 zoning designation implements the Civic Center Mixed Use (CCMU) General Plan Land Use designation. The City Council approved Resolution No. 9268-15 during its meeting on January 13, 2015, approving General Plan Amendment No. GPA-001-2014, to change the General Plan Land Use designation of the subject parcel from Medium Density Residential (MDR) to Civic Center Mixed Use (CCMU). Accordingly, the proposed new zoning designation is consistent with the new General Plan Land Use designation.

Following approval of the proposed Zone Change Amendment, the subject vacant parcel will have the same CC-3 zoning designation as the adjacent 4.7 acre parcel. This will allow the vacant parcel to be developed with 16 of the proposed 47 affordable units, and with an increased density, as well as allow the parcel to form part of the overall mixed use project.

In addition, the proposed Civic Center-Core (CC-3) zoning will implement the proposed General Plan Land Use designation of Civic Center Mixed Use that is intended to provide for a mix of civic, institutional, commercial, higher density residential, and open space uses. General Plan Land Use Policy LU-1.2 encourages the development of modern residences in the mixed use areas, while Policy LU-1.5 encourages mixed used projects that incorporate: a pleasant walking environment to encourage pedestrian activity; integration with the surrounding uses to become a part of the neighborhood rather than an isolated project; and to provide convenient shopping opportunities for residents. The proposed project will be a high quality affordable housing development that is conveniently located to community facilities and commercial uses that will promote increased walkability for the future residents.

The proposed rezone will allow an increase to the number of units that can be constructed on the vacant parcel. The proposed CC-3 zoning allows up to 42 units per acre. Based on the proposed .51 acre lot size, a total of 21 units can potentially be built on this parcel; however, the project only proposes to building 16 units on this parcel, which is less than allowed by the zoning code. Under the current CCSP-CCR zone, the vacant parcel would only be allowed up to 11 units; however, because the parcel will be part of a mixed use project, the proposed new zoning designation will allow for a higher density. The proposed increase to the density is consistent with the CC-3 zone, and the Civic Center Mixed Use that is intended to provide for higher density residential developments.

Furthermore, the goal of the General Plan Housing Element is to encourage the development of affordable housing to meet the City's regional housing needs as well to provide housing that encourages people of all economic levels to live in Garden Grove. The proposed rezone will allow the construction of 16 of the proposed 47 affordable apartment units on the parcel that will be designated for seniors. The proposed zone change will fulfill the goals of the General Plan Housing Element by providing additional affordable housing units in Garden Grove that will allow the City to meet its regional housing needs.

- B. The proposed zone change will ensure a degree of compatibility with surrounding properties and uses.

The subject parcel is located in the city's downtown area that is developed with single-family homes, multi-family apartments, and residential condominiums, community facilities, and retail uses. By rezoning the vacant parcel, the parcel will form part of an integrated mixed use project consisting of the Garden Grove United Methodist Church and associated facilities, the Church-operated pre-school, Head Start pre-school, and the proposed 47 unit affordable housing development. The zone change will allow the vacant parcel to be developed with 16 affordable housing units that will be designated for seniors. The property abuts multi-family apartments to the southeast, single-family homes to the west, multi-family apartments and residential condominiums to the north, City-owned community facilities to the east, and retail uses to the south. The proposed zone change and the proposed residential project will be compatible with the surrounding uses located in the immediate area.

- C. The subject parcel is physically suitable for the requested land use designation, compatible with surrounding land uses, and consistent with the General Plan.

The parcel for which an amendment of the General Plan land use map is sought is physically suitable for the proposed zoning designation of CC-3 (Civic Center-Core). The entire Project site consists of two (2) parcels with a total net Project area of 5.2 acres. The site is served and accessible by three streets having curb, gutters, and sidewalks. The surrounding uses include single-family homes to the west, senior apartments to the southeast, and multi-family apartments and residential condominiums to the north. The proposed residential development on the subject vacant parcel is consistent with the surrounding residential uses, and consistent with the zoning designation of the adjacent larger parcel. Pursuant to Lot Line Adjustment No. LLA-006-2014, the vacant parcel will have a net lot area of .51 acres. 16 of the total 47 affordable apartment units are proposed to be constructed on the subject parcel, resulting in a density of 31.5 units per acre, which is less than the density of 42 units per acre permitted under the new General Plan Land Use designation and zoning designation. The 4.7 acre parcel has a General Plan Land Use designation of Civic Center Mixed Use, and the proposed General Plan Amendment will allow the vacant parcel to form part of the overall mixed use project site, and allow for an increase to the residential density to facilitate the proposed number of affordable housing units.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

Section 1. The City Council finds that the foregoing recitals are true and correct.

Section 2. City Council Resolution No. 9267-15 adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the Project is incorporated by reference as if set forth fully herein.

Section 3. Amendment No. A-012-2014 is hereby approved pursuant to the findings set forth herein and the facts and reasons stated in Planning Commission Resolution No. 5835-14, a copy of which is on file in the Office of the City Clerk and incorporated herein by reference with the same force and effect as if set forth in full.

Section 4. The property shown on the map attached hereto is rezoned Civic Center-Core (CC-3) as shown thereon. Zone Map part O-12 is amended accordingly.

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

Section 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

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

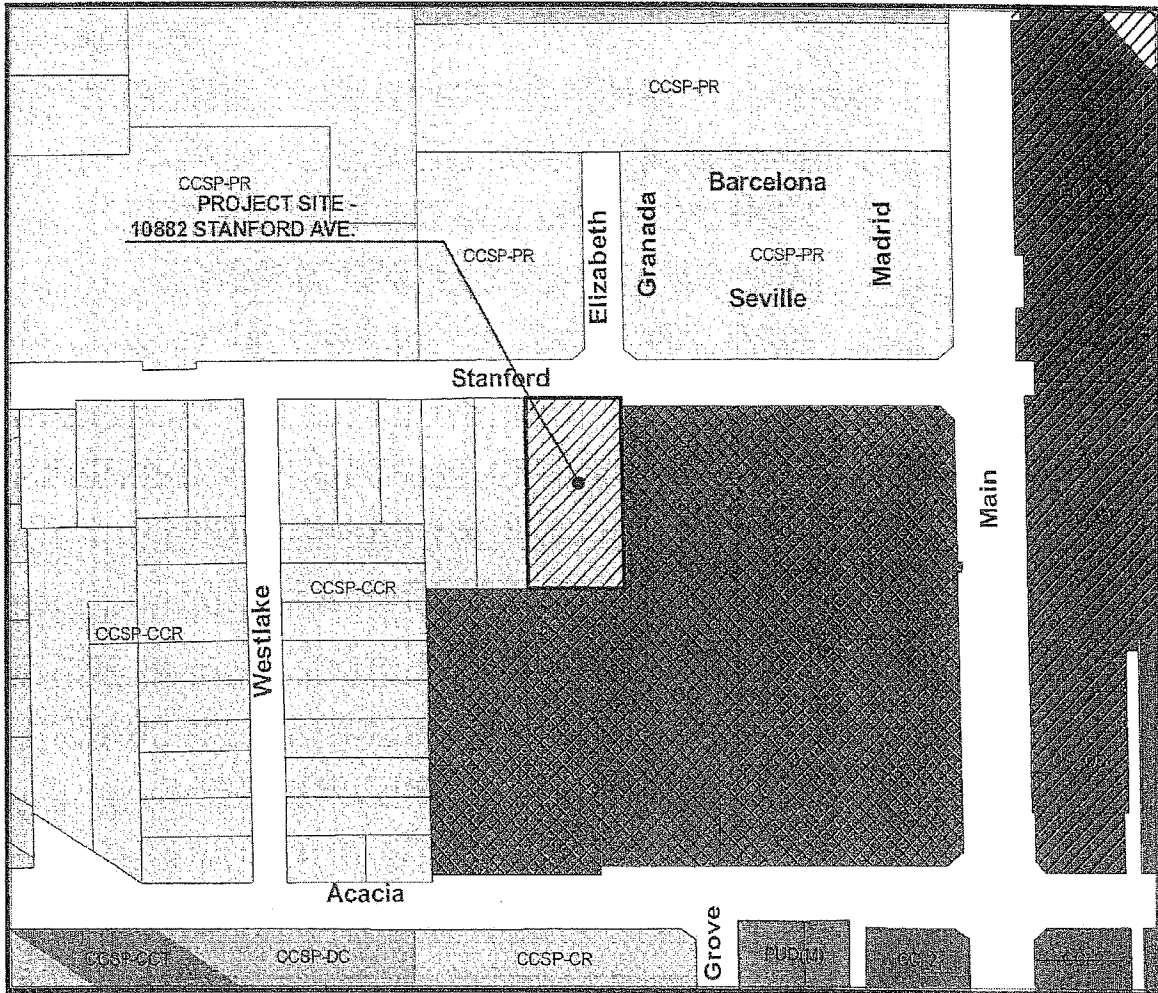
I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on January 13, 2014, with a vote as follows:

AYES: COUNCIL MEMBERS: (5) BEARD, BUI, JONES, PHAN, NGUYEN
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE




GARDEN GROVE

AMENDMENT NO. A-012-2014



LEGEND

 PROJECT SITE - 10882 STANFORD AVENUE



NOTES

1. ZONE:
 FROM CCSP-CCR20 (COMMUNITY COMMERCIAL SPECIFIC PLAN-COMMUNITY CENTER RESIDENTIAL AREA 20) TO CC-3 (CIVIC CENTER-CORE).

2. ZONE MAP O-12

CITY OF GARDEN GROVE
 COMMUNITY DEVELOPMENT DEPARTMENT
 PLANNING DIVISION
 GIS SYSTEM
 DECEMBER 2014

ORDINANCE NO. 2853

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING DEVELOPMENT AGREEMENT NO. DA-001-2014 BY AND BETWEEN THE CITY OF GARDEN GROVE AND JAMBOREE HOUSING CORPORATION

City Attorney Summary

This Ordinance approves a Development Agreement by and between the City of Garden Grove and Jamboree Housing Corporation, the developer of a 47-unit affordable housing development for low to very-low income seniors and families on a 5.2 acres site, constructed as part of a mixed used development with the Garden Grove United Methodist Church, for parcels located on the west side of Main Street, north of Acacia Parkway, south of Stanford Avenue, at 12741 Main Street and 10882 Stanford Avenue, Assessor's Parcel Nos. 089-202-54 and 089-202-28. The agreement provides that the developer will be entitled to build the project in accordance with the land use entitlements approved pursuant to Site Plan No. SP-014-2014, Variance No. V-008-2014, and Lot Line Adjustment No. LLA-006-2014 for a period of four years. The agreement further provides for a development agreement payment to the City of Garden Grove in an amount not to exceed \$90,052.00.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, the City of Garden Grove has received an application from Jamboree Housing Corporation for Development Agreement No. DA-001-2014 for the construction of an integrated mixed use project consisting of the existing Garden Grove United Methodist Church and Church-operated pre-school, two new three-story buildings containing 47 affordable residential apartment units for low to very-low income seniors and families, a new 2,975 square foot leasing/retail commercial space, and a new, one-story, 3,485 square foot building to replace an existing Head Start pre-school building, on that certain real property located on the west side of Main Street, north of Acacia Parkway, south of Stanford Avenue, at 12741 Main Street and 10882 Stanford Avenue, Assessor's Parcel Nos. 089-202-54 and 089-202-28 (the "Project");

WHEREAS, Development Agreement No. DA-001-2014 is being processed in conjunction with General Plan Amendment No. GPA-001-2014, Zone Change Amendment No. A-012-2014, Site Plan No. SP-014-2014, Variance No. V-008-2014, and Lot Line Adjustment No. LLA-006-2014;

WHEREAS, pursuant to Resolution No. 5835-14, the Planning Commission, following a duly noticed Public Hearing held on December 4, 2014, recommended adoption of a Mitigated Negative Declaration and Mitigation Monitoring Program for

the Project and approval of General Plan Amendment No. GPA-001-2014 and Zone Change Amendment No. A-012-2014;

WHEREAS, pursuant to Resolution No. 5836-14, the Planning Commission, following a duly noticed Public Hearing held on December 4, 2014, approved Site Plan No. SP-014-2014, Variance No. V-008-2014, and Lot Line Adjustment No. LLA-006-2014, and recommended approval of Development Agreement No. DA-001-2014, subject to the City Council's approval of General Plan Amendment No. GPA-001-2014 and Zone Change Amendment No. A-012-2014;

WHEREAS, following a duly noticed Public Hearing, the City Council adopted Resolution No. 9267-15 during its meeting on January 13, 2015, adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the Project pursuant to the California Environmental Quality Act, California Public Resources Section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Sections 15000 et seq.;

WHEREAS, the portion of the Project site located at 12741 Main Street Assessor's Parcel Nos. 089-202-54, has a General Plan Land Use designation of Civic Center Mixed Use (CCMU) and a zoning designation of CC-3 (Civic Center-Core);

WHEREAS, pursuant to Resolution No. 9268-15, adopted on January 13, 2015, the City Council approved General Plan Amendment No. GPA-001-2014, to change the General Plan Land Use designation of the remaining portion of the Project site located at 10882 Stanford Avenue, Assessor's Parcel No. 089-202-28, from Medium Density Residential (MDR) to Civic Center Mixed Use (CCMU);

WHEREAS, pursuant to Ordinance No. 2852, introduced on January 13, 2015 and adopted on January 27, 2015, the City Council approved Zone Change Amendment No. A-012-2014, to change the zoning designation of the remaining portion of the Project site located at 10882 Stanford Avenue, Assessor's Parcel No. 089-202-28, from CCSP-CCR20 (Community Center Specific Plan-Community Center Residential Area 20) to CC-3 (Civic Center-Core);

WHEREAS, Development Agreement No. DA-001-2014 is consistent with the General Plan land designation of Civic Center Mixed Use and zoning designation of CC-3 (Civic Center-Core), including the goals and policies of the Garden Grove General Plan; and

WHEREAS, pursuant to a legal notice, a Public Hearing was held by the City Council on January 13, 2015, and all interested persons were given an opportunity to be heard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that the above recitations are true and correct.

Section 2. Environmental Review. City Council Resolution No. 9267-15 adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the Project is incorporated by reference as if set forth fully herein.

Section 3. Approval. Development Agreement No. DA-001-2014 is hereby approved for properties located on the west side of Main Street, north of Acacia Parkway, south of Stanford Avenue, at 12741 Main Street and 10882 Stanford Avenue, Assessor's Parcel Nos. 089-202-54 and 089-202-28. A copy of Development Agreement No. DA-001-2014 is attached to this Ordinance and is on file in the City Clerk's Office.

Section 4. Recording. Pursuant to California Government Code Section 65868.5, the City Clerk shall record a copy of the Development Agreement with the Orange County Recorder within 10 days after the Development Agreement is executed.

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

Section 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

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

I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on January 13, 2014, with a vote as follows:

AYES: COUNCIL MEMBERS: (5) BEARD, BUI, JONES, PHAN, NGUYEN
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

City Clerk's Office)
City of Garden Grove)
11222 Acacia Parkway)
Garden Grove, CA 92840)
)
)

(Space above for Recorder.)

This document is exempt from payment of a recording fee pursuant to Government Code Section 6103.

Dated: _____

DEVELOPMENT AGREEMENT NO. DA-001-2014

SP-014-2014, V-008-2014, and LLA-006-2014

(Jamboree Housing Corporation)

THIS AGREEMENT is made this _____ day of _____, 20____, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and Jamboree Housing Corporation (DEVELOPER).

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The CITY and DEVELOPER desire to enter into this DEVELOPMENT AGREEMENT for the construction of a 47-unit affordable housing residential apartment development for low to very low-income families and seniors on a 2.5 acre portion of the Garden Grove United Methodist Church site that comprises two (2) parcels with a total net lot area of 5.2 acres with related improvements (the "PROJECT") on that certain real property located on the west side of Main Street, north of Acacia Parkway, south of Stanford Avenue, at 12741 Main Street and 10882 Stanford Avenue, Assessor's Parcel Nos. 089-202-54 and 089-202-28, respectively.

- B. The Planning Commission approved Site Plan No. SP-014-2014, Variance No. V-008-2014, and Lot Line Adjustment No. LLA-006-2014, for the PROJECT, on December 4, 2014, subject to this Development Agreement.
- C. The CITY and DEVELOPER desire to enter into this DEVELOPMENT AGREEMENT for the construction of the PROJECT pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code (the "Development Agreement Statute").
- D. The PROJECT is a development requiring certain discretionary approvals by the CITY before it may be constructed.
- E. The Development Agreement Statute provides the authority for CITY to enter into binding development agreements with a developer having a legal and equitable interest in real property.
- F. DEVELOPER has an equitable interest in the PROPERTY.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. DURATION. This Agreement and Land Use Entitlements described in Section 2 shall expire four (4) years from its effective date, unless any duty specified remains executory, in which case this Agreement may be renewed for a successive one year term at discretion of CITY, pursuant to law, until all duties are performed. This renewal shall not unreasonably be withheld. The effective date of this agreement shall begin on the date first identified above.
2. Permitted Uses/Land Use Entitlements. The following uses are permitted on the PROPERTY: The proposed development is a mixed use project in conjunction with the existing improvements at the Garden Grove United Methodist Church site. The total site is 5.2 acres comprising two (2) parcels: a vacant lot with a net lot size of .51 acres, and a 4.7 acre parcel improved with the Garden Grove United Methodist Church and associated facilities. The proposed project includes the construction of 47 affordable housing residential units for low to very low-income families and seniors. The project includes the construction of two (2), three-story buildings, and a 3,485 square foot single-story pre-school building.

Building A will consist of 31, one, two, and three-bedroom, units that range in size from 755 square feet to 1,211 square feet. Building A includes a 917 square foot club house with an adjoining 600 square foot courtyard; a 917 square foot exercise room; a 2,975 square foot retail commercial tenant space; a 4,765 square foot roof terrace; and an enclosed ground-level parking garage.

Building B will consist of 16, one and two-bedroom, units that range in size from 752 square feet and 1,065 square feet. Building B includes a 647 square foot club house, a 647 square foot fitness room, a 1,623 square foot roof top terrace, and ten (10) enclosed single-car garages. A single-story, 3,485 square foot building will be constructed to replace the existing Head Start pre-school program building. The PROJECT has been granted three waivers from the CC-3 zone development standards - 1) to reconfigure the active recreation area by deviating from the required minimum 20-foot width dimension; 2) to allow 14 of the residential units to have a private patio area of less than 90 square feet; and 3) to allow the project to deviate from the required .50 commercial Floor Area Ratio (FAR) by providing a .21 FAR for the commercial component. The following land use entitlement has been granted: Site Plan No. SP-014-2014, Variance No. V-008-2014 and Lot Line Adjustment No. LLA-006-2014. The Development is subject to the development standards of the City's Civic Center-Core (CC-3) zone.

3. Density/Intensity. The density or intensity of the PROJECT is as follows: the multiple-family residential project consisting of 47 affordable housing units for low and very low-income families and seniors will be constructed on a 2.5-acre portion of the Garden Grove United Methodist Church site with related improvements on a total site area of 5.2 acres.
4. Maximum Height and Building Size. The maximum height and building sizes are as follows: Building A shall be three stories with an overall height not to exceed 42 feet with a total building area of 60,810 square feet; Building B shall be three stories with an overall height not to exceed 41 feet with a total building area of 23,365 square feet; and a one-story, pre-school building with an overall height not to exceed 16'-6" with a total building area of 3,485 square feet, as indicated on the site plan and elevations.
5. Reservation or Dedication. The reservation of easements or dedication of property to the City to allow the construction of the proposed residential development shall be as shown on and/or conditioned in the approved Site Plan No. SP-014-2014, Variance No. V-008-2014, and Lot Line Adjustment No. LLA-006-2014.
6. Improvements. The improvements described in Planning Commission Resolution No. 5836-14 shall be constructed prior to the occupancy of the proposed development or the issuance of any certificate of occupancy for any unit of the development, all in accordance with the terms and conditions of Site Plan No. SP-014-2014, Variance No. V-008-2014, and Lot Line Adjustment No. LLA-006-2014.
7. Scope of PROJECT. The PROJECT shall consist of a 47-unit affordable housing development for low to very low-income families and seniors. The project consists of two, three story buildings: Building A will consist of 31-units that range in size from 755 square feet to 1,211 square feet with a 917 square foot club house, a 917 square foot fitness room, and a 2,975 square foot

retail/commercial tenant space; and Building B will consist of 16 units that range in size from 752 square feet to 1,065 square feet, a 647 square foot club house, and a 647 square foot exercise room. Also included, is a new single-story, 3,485 square foot building for the Head Start pre-school program, and other related site improvements to facilitate the proposed development.

8. Resolution/Material Terms. All Conditions of Approval as per Resolution No. 5836-14 attached hereto and incorporated herein as "Exhibit A," are material terms of this Agreement. Breach of any condition of approval shall be deemed to be a breach of this Development Agreement.
9. Development Agreement Payment. DEVELOPER shall pay a development agreement payment to the CITY as follows:
 - 9.1 Amount. \$750 per unit and shall be paid prior to issuance of any building permits.
 - 9.2 Amount. The Developer shall make a contribution of \$1,166 per unit toward construction of a Fire Station, including, but not limited to, related equipment, furnishings, and fixtures, etc., as part of this Development Agreement and shall be paid prior to issuance of any building permits.
 - 9.3 Not to Exceed. Payment under this Agreement shall not exceed \$90,052.00.
10. City Agreement. CITY agrees that the sums to be paid to the City, pursuant to Paragraph 9, will reimburse CITY for the cost of certain CITY services required by the PROJECT that are not otherwise being reimbursed to CITY.
11. Payment Due Date. The payment amount of \$90,052.00 shall be due and payable prior to the issuance of building permits for the Project, or the City Manager or designee may allow re-payment over time.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
 - A. Failure of Developer to perform any of the provisions of this Agreement, or
 - B. Mutual agreement of the parties.
13. Periodic Review. CITY shall review DEVELOPER'S performance every twelve (12) months at the anniversary of the adoption of this Agreement. DEVELOPER shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review CITY finds and determines, based upon substantial evidence, that DEVELOPER has not complied in good faith with terms or conditions of this Agreement, CITY may terminate the Agreement.

This review shall be conducted by the Director of the Community Development Department.

14. City Discretion. So long as the Agreement remains in effect, DEVELOPER shall have the full vested right to construct and complete development of the PROJECT and the use of the PROPERTY consistent with the land use entitlements identified in Paragraph 2. Otherwise, CITY retains its right and discretion, under all applicable Codes, to approve or disapprove any item related to this PROJECT that it has not specifically agreed to via this Agreement. DEVELOPER acknowledges that it shall comply with all CITY requirements for applications and permits of any nature that apply to the PROJECT and the PROPERTY on or before of the Commencement Date and that this Agreement does not relieve DEVELOPER of the necessity of filing applications for and obtaining any such permits.

15. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All repairs and improvements to the public right-of-way required in Planning Commission Resolution No. 5836-14 shall be completed prior to the issuance of any certificates of occupancy or release of any public utilities.

16. Developer Breach. Failure of DEVELOPER to construct improvements as specified, or to pay amounts specified in a timely fashion, shall result in the withholding of building permits, any other permit or certificate of occupancy until the breach is remedied.

17. Non-Liability of Officials and Employees of the City. No official or employee of CITY shall be personally liable to DEVELOPER in the event of any default or breach by CITY, or for any amount that will become due to DEVELOPER, or any obligation under the terms of this Agreement.

18. Notices. All notices shall be personally delivered or mailed 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.

A. Address of DEVELOPER is as follows:
Jamboree Housing Corporation
17701 Cowan Suite 200
Irvine, CA 92614

B. Address of CITY is as follows:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

19. DEVELOPER'S Proposal. The PROJECT shall include DEVELOPER's proposal, as modified by Planning Commission and City Council, including all Conditions of

Approval contained in Planning Commission Resolution No. 5836-14, which shall be incorporated herein by this reference. In the event of any inconsistency between terms of the proposal and this Agreement, this Agreement shall govern.

20. Licenses, Permits, Fees, and Assessments. At its sole expense, DEVELOPER shall obtain all licenses, permits, and approvals as may be required by this Agreement, or by the nature of the PROJECT.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. Successor's In Interest. The provisions of this Agreement shall be binding upon and inure to successors in interest of the parties and shall be specifically binding upon and for the benefit of any future lessees or other owners of an interest in PROPERTY.
23. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
24. Indemnification. DEVELOPER agrees to protect, defend, and hold harmless CITY and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, subcontractors hired by DEVELOPER.
25. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written, regarding the subject matter set forth herein. This Agreement may be modified only by subsequent mutual written agreement executed by CITY, and the DEVELOPER.
26. Recordation. The City Clerk shall cause this Agreement to be recorded against the PROPERTY when DEVELOPER or its permitted successor in interest becomes the owner in fee of the PROPERTY.
27. Remedies. The occurrence of any Event of Default shall give the nondefaulting party the right to proceed with any and all remedies set forth in this Agreement, including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.
28. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall be deemed to be in default, and all performance and other dates specified in this Agreement

shall be extended, where delays or default are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.

29. Attorney's Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorney's fees.
30. Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each other and every such right, power, remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.
31. Waiver of Terms and Conditions. The CITY may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
32. Non-Liability of City Officials and Employees. No member, official, employee or agent of the CITY shall be personally liable to the DEVELOPER, or any successor in interest, in the event of any default or breach by the CITY or for any amount that may become due to the DEVELOPER or its successors, or on any obligations under the terms of this Agreement.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

ATTEST:

CITY CLERK
DATE: _____

"DEVELOPER"
Jamboree Housing Corporation

By: Maury Jamboree

Its: ENR/CFO

Date: 12/11/14

(Signature must be notarized.)

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

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

ACKNOWLEDGMENT

State of California
County of Orange

On December 10, 2014 before me, Belinda Lee, Notary Public
(insert name and title of the officer)

personally appeared Marcy V. Finamore
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 certify 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.

Signature  (Seal)

