

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Allan L. Roeder
From: William E. Murray
Dept: Interim City Manager
Dept: Public Works
Subject: APPROVAL OF PHASE I FINAL TRACT MAP NO. TR-17871 (FOR TENTATIVE TRACT MAP NO. TT-17702) AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH NEW AGE BROOKHURST, LLC. AND PAN CONSTRUCTION, INC FOR THE PROPERTY LOCATED 227 FEET SOUTHEAST FROM THE CENTER LINE INTERSECTION OF STANFORD AVENUE AND BROOKHURST WAY, GARDEN GROVE

OBJECTIVE

To receive City Council approval of Tentative Tract Map No. 17702 / Phase I Final Tract Map No. TR 17871 and a Subdivision Improvement Agreement with New Age Brookhurst, LLC., and Pan Construction, Inc for the property located 227 feet southeast from the center line intersection of Stanford Avenue and Brookhurst Way, Garden Grove.

BACKGROUND

On March 6, 2014, pursuant to Planning Commission Resolution No. 5809-14, the Applicant, New Age Brookhurst, LLC., received approval of Tentative Tract Map No. TT-17702. A copy of Planning Resolution No. 5809-14 is attached.

DISCUSSION

The Phase I Tract Map No. 17871 is a subdivision of Two (2) numbered parcels and Four (4) lettered parcels located 227 feet southeast from the center line intersection of Stanford Avenue and Brookhurst Way. The applicant is proposing to develop four letter lots, a 3.76-gross acre site, with common areas for landscaping, parking, recreation purposes, common area for private streets, drainage and utilities, and to construct condominium units of residential development on individual lots. An easement for a domestic water system and appurtenances has also been dedicated.

The Subdivision Improvement Agreement requires the posting of Subdivision Improvement Bonds (or a cash deposit or instrument of credit in lieu of bonds) to ensure completion of the improvement of street, sewer, water, drainage, related onsite improvements, and survey monumentation. Pursuant to the Subdivision Improvement Agreement, the required security must be provided to and approved by the City prior to, or concurrently with, the earlier to occur of (i) the issuance of a grading permit; or (ii) close of escrow for New Age Brookhurst's purchase of the property subject to the Phase I Final Tract Map No. TR 17871.

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 to the City.

RECOMMENDATION

It is recommended that the City Council:

- Approve Phase I Final Tract Map No. TR 17871 and the Subdivision Improvement Agreement with New Age Brookhurst, LLC and Pan Construction Inc., for the property located 227 feet southeast from the center line intersection of Stanford Avenue and Brookhurst Way, Garden Grove; and
- Authorize the Interim City Manager to execute the Subdivision Improvement Agreement on behalf of the City, and make minor modifications as appropriate and to accept the bonds, cash deposit, and/or instrument(s) of credit required to be provided pursuant to the Agreement.


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


By: Kamyar Dibaj, MS
Associate Engineer

Recommended for Approval


Allan L. Roeder
Interim City Manager

Attachment 1: Phase I Final Tract Map No. TR 17871
Attachment 2: Subdivision Improvement Agreement
Attachment 3: Planning Resolution No. 5809-14

SHEET 1 OF 4
TWO NUMBERED PARCELS
FOUR LETTERED PARCELS
4.264 ACRES GROSS
3.760 ACRES NET
DATE OF SURVEY AUGUST 2014
PORTION OF TENTATIVE
TRACT MAP NO. 17702

TRACT NO.
IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE
STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

"BEING A SUBDIVISION OF PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN RANCHO LAS BOLSAS AS SHOWN ON A MAP FILED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

J BRALEY L.S. 8446 Penco Engineering Inc
AUGUST 2014

FIRST AMERICAN TITLE
DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY _____
DEPUTY

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 ALSO HEREBY DEDICATE TO THE PUBLIC FOR STREET PURPOSES: BROOKHURST WAY & BROOKHURST STREET, IN FEE, AS SHOWN ON SAID MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE: A BLANKET EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES ACROSS LOT A, EXCLUDING AREAS BENEATH STRUCTURES.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE ALL VEHICULAR ACCESS RIGHTS TO BROOKHURST STREET AND BROOKHURST WAY EXCEPT AT APPROVED ACCESS LOCATIONS.

WE ALSO HEREBY GRANT TO THE CITY OF GARDEN GROVE UNRESTRICTED ACCESS OVER, UNDER AND THRU THE PROJECT TO INSPECT AND ACCESS ALL WATER QUALITY DEVICES AND STRUCTURES FOR MONITORING, INSPECTION AND REPORTING PURPOSES.

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT
A PUBLIC BODY CORPORATE AND POLITIC

NAME _____
TITLE _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, BEFORE ME
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND _____ COMMISSION NO. _____

SIGNATURE _____ COMMISSION EXPIRES _____

PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a) (3) (A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

AN EASEMENT TO THE CITY OF GARDEN GROVE, SUCCESSOR IN INTEREST TO THE COUNTY OF ORANGE FOR STREET, HIGHWAY AND INCIDENTAL PURPOSES RECORDED MAY 7, 1956 IN BOOK 3501, PAGE 27, O.R. AND RECORDED OCTOBER 31, 1950 IN BOOK 2095, PAGE 385, O.R. AND RECORDED AUGUST 16, 1950 IN BOOK 2057, PAGE 312, O.R.

AN EASEMENT TO THE CITY OF GARDEN GROVE FOR STREET, HIGHWAY AND INCIDENTAL PURPOSES RECORDED DECEMBER 18, 1959 IN BOOK 5022, PAGE 27, O.R. AND RECORDED MARCH 02, 1960 IN BOOK 5126, PAGE 365, O.R. AND RECORDED DECEMBER 18, 1959 IN BOOK 5022, PAGE 34, O.R.

AN EASEMENT TO STEPHEN G. WYE FOR ROADS, RAILROADS AND DITCHES RECORDED MARCH 05, 1873 IN BOOK 25, PAGE 540 OF DEEDS.

THE RESERVATION TO B.W. SMITH AND IDA SMITH FOR ROADS, RAILROADS AND DITCHES RECORDED NOVEMBER 16, 1929 IN BOOK 331, PAGE 76, O.R.

THE RESERVATION TO AMELIA LAWTON FOR ROADS, RAILROADS AND DITCHES AND INCIDENTAL PURPOSES RECORDED AUGUST 07, 1916 IN BOOK 287, PAGE 312 OF DEEDS.

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 AT THE REQUEST OF NEW AGE BROOKHURST, LLC. ON JANUARY 4, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE TO THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, 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.

J BRALEY
L.S. NO. 8446
EXP. 12/31/16



COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2015

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 8617, EXPIRATION DATE: 12-31-15

BY: CRAIG S. WEHRMAN, CHIEF DEPUTY SURVEYOR

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.

DANIEL J. CANDELLARI
CITY ENGINEER
CITY OF GARDEN GROVE
R.C.E. No. 52125; EXP. 12/31/2016



CITY CLERK'S CERTIFICATE

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

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD ON _____ DAY OF _____, 2015 AND THAT 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 IN FEE FOR STREET PURPOSES OF BROOKHURST WAY AND BROOKHURST STREET.

- AND DID ALSO ACCEPT, ON BEHALF OF THE CITY OF GARDEN GROVE:
1. BLANKET EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES ACROSS LOT A AS DEDICATED ON SAID MAP.
2. THE SUBSURFACE WATER RIGHTS AS DEDICATED.
3. THE VEHICULAR ACCESS RIGHTS TO BROOKHURST STREET AND BROOKHURST WAY AS RELEASED AND RELINQUISHED.
4. THE UNRESTRICTED ACCESS OVER, UNDER AND THRU THE PROJECT TO INSPECT AND ACCESS ALL WATER QUALITY DEVICES AND STRUCTURES FOR MONITORING, INSPECTION AND REPORTING PURPOSES.

AND DID ALSO APPROVAL SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 2015

KATHY BAILOR
CITY CLERK OF GARDEN GROVE

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

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 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 PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 2015

SHARI FREIDENRICH
COUNTY TREASURER-TAX COLLECTOR
BY _____
TREASURER-TAX COLLECTOR

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVIDER: NEW AGE BROOKHURST, LLC.

TENTATIVE TRACT MAP NO. 17702 / PHASE I FINAL MAP NO. 17871

THIS AGREEMENT is made this day of July 2015, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY") on the one hand, and NEW AGE BROOKHURST, LLC, a California limited liability company ("SUBDIVIDER") and PAN CONSTRUCTION, INC., a California corporation ("CONTRACTOR"), on the other hand. CITY, SUBDIVIDER, and CONTRACTOR 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. 17702 ("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 Phase I 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 Phase I 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 Phase I 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 Phase I of the Project.

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

7. To assure CITY that SUBDIVIDER and CONTRACTOR 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 Phase I Final Map, are a material consideration to CITY in approving the Phase I Final Map and permitting development of Phase I of the Project to proceed. SUBDIVIDER has agreed to have CONTRACTOR perform, and CONTRACTOR has agreed to 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 Phase I Final Map and permitting development of Phase I 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, or have CONTRACTOR 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 Phase I 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 \$976,630.00. By execution of this Agreement, CONTRACTOR hereby agrees and covenants to CITY to construct and install the Improvements on behalf of SUBDIVIDER, and SUBDIVIDER and CONTRACTOR each agree that they shall be jointly and severally responsible to CITY for the construction and installation of the Improvements.

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 with the following bonds (or a cash deposit or instrument of credit 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-1301 and Street Improvement Plan No. A-1857	Faithful Performance	\$976,630.00
50% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1301 and Street Improvement Plan No. A-1857	Labor & Material	\$488,315.00
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	\$4,480.00

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. Any instrument of credit provided in lieu of bonds shall be from a qualified financial institution, and in a form, acceptable to CITY, in its sole discretion. SUBDIVIDER acknowledges and agrees such bonds, cash deposit, or instrument(s) of credit acceptable to CITY must be provided to and approved by CITY prior to, or concurrently with, the earlier to occur of (i) the issuance of any grading permit for the Project, or (ii) transfer of the property subject to the Phase I Final Map to SUBDIVIDER pursuant to that certain Disposition and Development Agreement (“DDA”) by and between SUBDIVIDER and the Successor Agency to the Garden Grove Agency for Community Development (“Successor Agency”). SUBDIVIDER further agrees that, if said bonds, cash deposit, or instrument(s) of credit have not already been provided prior to close of escrow for transfer of the property to SUBDIVIDER pursuant to the DDA, SUBDIVIDER will provide the same through escrow and execute escrow instructions acceptable to CITY and Successor Agency stating that SUBDIVIDER’s provision of said bonds, cash deposit, and/or instrument(s) of credit through escrow are a condition to Successor Agency’s obligation to close escrow and directing the escrow agent to provide such bonds, cash deposit, and/or instrument(s) of credit to CITY upon close of escrow. The Successor Agency shall be an express third-party beneficiary to this Section 2.

3. **Time for Completion.** SUBDIVIDER and/or CONTRACTOR 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, or cause CONTRACTOR to 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.** Unless expressly waived in writing by CITY, insurance meeting the requirements set forth in this Agreement and covering the acts and omissions of SUBDIVIDER, CONTRACTOR, and all other contractors and subcontractors engaged in any way in the construction and installation of the Improvements must be provided to CITY, and SUBDIVIDER, CONTRACTOR, all contractors, and subcontractors shall not commence work under this Agreement until all required insurance certificates and endorsements have been received and approved by the CITY. 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 **Contractors and Subcontractors**. SUBDIVIDER and CONTRACTOR shall require all contractors and subcontractors engaged in construction and installation of the Improvements to obtain and maintain the same insurance as required of SUBDIVIDER and CONTRACTOR herein and shall require such contractors and subcontractors to agree to comply with the insurance requirements herein, including providing the endorsements naming the CITY as an additional insured. SUBDIVIDER and CONTRACTOR shall be responsible to collect and maintain all insurance from all such contractors and subcontractors. Should the insurance carrier for any such contractor or subcontractor require an agreement with the CITY prior to providing effective additional insured coverage, then such contractor or subcontractor shall be required to execute an agreement with the CITY, in a form approved by the City Attorney, agreeing to perform the pertinent work and stipulating to indemnify and provide insurance under the terms of the Insurance and Indemnification Requirements of this Agreement.

7.3 **Workers Compensation Insurance**. For the duration of this Agreement, SUBDIVIDER and CONTRACTOR 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 and against the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development ("SUCCESSOR AGENCY") and its officers, officials, agents, employees, and volunteers.

7.4 **Insurance Amounts**. SUBDIVIDER and/or CONTRACTOR shall provide and maintain and shall cause all its/their contractors and subcontractors engaged in any way in the construction and installation of the Improvements to provide and maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability, including mobile equipment and not excluding XCU, in an amount not less than \$5,000,000 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 \$2,000,000 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, SUCCESSOR AGENCY, and their respective 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/CONTRACTOR. SUBDIVIDER/CONTRACTOR 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, SUCCESSOR AGENCY, and their respective officers, officials, employees,

agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the SUBDIVIDER/CONTRACTOR. SUBDIVIDER/CONTRACTOR 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/CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, SUCCESSOR AGENCY, and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, SUCCESSOR AGENCY, or their respective officers, officials, employees, agents, or volunteers shall be excess of the SUBDIVIDER'S/CONTRACTOR'S insurance and shall not contribute with it.

The insurer for each policy of insurance required pursuant to this Agreement shall waive its rights of subrogation and provide a waiver of subrogation against CITY, SUCCESSOR AGENCY, and their respective officers, officials, employees, agents, and volunteers.

In the event any of SUBDIVIDER's/CONTRACTOR's underlying policies do not meet policy limits within the insurance requirements, SUBDIVIDER/CONTRACTOR shall provide the following information for a follows form excess liability policy: 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, SUCCESSOR AGENCY, and their respective officers, officials, employees, agents, and volunteers.

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

7.5 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. CONTRACTOR 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 the construction and installation of the Improvements and performance of the Agreement by CONTRACTOR and its agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to

CONTRACTOR'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.

- C. CITY does not, and shall not waive any rights against SUBDIVIDER or CONTRACTOR, 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 or CONTRACTOR in the event of loss, claim, damage, or expense. The indemnification obligations of SUBDIVIDER and CONTRACTOR 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 or CONTRACTOR 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 or CONTRACTOR fails to perform any obligations under this Agreement, SUBDIVIDER (on behalf of itself and of CONTRACTOR) hereby authorize 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 either SUBDIVIDER or CONTRACTOR 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 or CONTRACTOR'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 CONTRACTOR, 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 and CONTRACTOR shall each 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 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 or substitute security in accordance with this Agreement (at which time the original bonds or security 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 and, if applicable, CONTRACTOR. Thereafter, SUBDIVIDER and, if applicable, CONTRACTOR 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 and CONTRACTOR'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 or CONTRACTOR 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 and CONTRACTOR's obligations under this Agreement, SUBDIVIDER, CONTRACTOR, their employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER or CONTRACTOR 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 each of SUBDIVIDER and CONTRACTOR, on behalf of itself, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER or CONTRACTOR, hereby expressly waives any claim it may have to any such rights.

- 12.3 Compliance with Law. SUBDIVIDER and CONTRACTOR 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 and CONTRACTOR 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:
New Age Brookhurst, LLC
Attn: Ronnie Lam
411 E. Huntington Drive #305,
Arcadia, California 91006

If to CONTRACTOR:
Pan Construction, Inc.
Attention: Katie Pan
1264 S. San Gabriel Boulevard
Rosemead, California 91770

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 and/or CONTRACTOR shall obtain such license, permits, and approvals as may be required by law for the performance of SUBDIVIDER's and/or CONTRACTOR's obligations under this Agreement. SUBDIVIDER or CONTRACTOR, and not CITY, 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 and CONTRACTOR.
- 12.11 **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY, SUBDIVIDER, and CONTRACTOR. SUBDIVIDER and CONTRACTOR each 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 all 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.

[SIGNATURES ON FOLLOWING PAGES]

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

APPROVED AS TO FORM:



Garden Grove City Attorney

Date: 7/21/15

ATTEST:

City Clerk

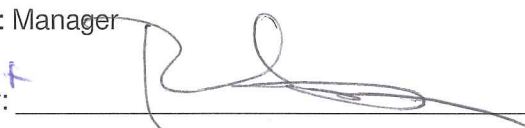
Date: _____

“SUBDIVIDER”

NEW AGE BROOHURST, LLC, a California limited liability company

Date: _____

By: Kam Sang Company, Inc., a California corporation

Its: Manager
By: 

Name: Ronnie Lam

Its: President and Chief Executive Officer

By: _____

Name: _____

Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

“CONTRACTOR”

PAN CONSTRUCTION, INC., a California corporation

Date: _____

By: _____

Name: TC PAN

Its: President

By: _____

Name: _____

Its: _____

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.

INSTRUCTIONS: If SUBDIVIDER or CONTRACTOR is a corporation or limited liability company, the Agreement must be executed in the corporate/LLC name and signed by the President or a Vice-President and the Secretary or Assistant Secretary. If SUBDIVIDER or CONTRACTOR is a limited liability company with designated centralized management (i.e., those that specifically designate in their articles of organization that they will be managed by a manager or managers), the Agreement must be executed in the LLC's name and signed by at least *two managers* (or by one manager in the case of an LLC whose articles of organization state that it is managed by only one manager). If SUBDIVIDER or CONTRACTOR is a partnership, it must be signed by all general partners. If SUBDIVIDER or CONTRACTOR is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be included.

RESOLUTION NO. 5809-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE, AND APPROVING TENTATIVE TRACT MAP NO. TT-17702-2014 FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF GARDEN GROVE BOULEVARD AND BROOKHURST STREET AT 12791 THROUGH 12861 BROOKHURST STREET, 10071 THROUGH 10151 GARDEN GROVE BOULEVARD, AND 12882 BROOKHURST WAY, ASSESSOR PARCEL NUMBERS 089-661-03, 089-661-04, 089-661-05; 089-071-05, 089-071-06, 089-071-07, 089-071-08, 089-071-11, 089-071-12, 089-071-13, 089-071-14, 089-071-24, AND 089-071-25).

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on March 6, 2014, does hereby approve Tentative Tract Map No. 17702 for land located at the northwest corner of Garden Grove Boulevard and Brookhurst Street at 12791 through 12861 Brookhurst Street (west side of Brookhurst Street only), 10071 through 10151 Garden Grove Boulevard (north side of Garden Grove Boulevard only), and 12882 Brookhurst Way (APN: 089-661-03, 04, 05; 089-071-05, 06, 07, 08, 11, 12, 13, 14, 24, & 25)), subject to the Conditions of Approval attached hereto as "Exhibit A".

BE IT FURTHER RESOLVED that the City has determined that the subdivision of the site pursuant to the proposed Tract Map is within the scope of the Mitigated Negative Declaration adopted by the Garden Grove City Council on November 24, 2009, in conjunction with the approvals of Planned Unit Development No. PUD-123-09 and Development Agreement No. DA-123-09, and that, pursuant to Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, no further environmental review is required.

BE IT FURTHER RESOLVED in the matter of Tentative Tract Map No. TT-17702-2014, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The case was initiated by New Age Brookhurst, LLC, which is the "Developer" entitled to purchase and develop the property subject to the proposed tract map pursuant to that certain Disposition and Development Agreement with the former Garden Grove Agency for Community Development.
2. The applicant is requesting approval to subdivide 13.94 acres of land into 8 numbered lots and 15 lettered lots in order to create a subdivision of land for condominium purposes in order to implement the land and building improvements approved under Planned Unit Development No. PUD-123-09. The proposed Tentative Tract Map shows an overall development plan of 674 dwelling units; 65,000 square feet of Commercial space; 271,979 square feet of open space; and, 1,832 parking spaces. Development is anticipated to occur in at least two phases with Phase 1 development as Lots 1 & 2 and Lots B, C, D, & E; and the entire remaining area as Phase 2. The proposed Tract Map identifies up to seven (7) phases, and the applicant has indicated it intends to file multiple phased Final Maps.

3. On November 24, 2009, the Garden Grove City Council adopted Ordinance No 2759 approving Planned Unit Development No. PUD-123-09, changing the zoning designation from C-2 (Community Commercial) and Planned Unit Development No. PUD 102-88 to Planned Unit Development No. PUD 123-09 for the site, in addition to Ordinance No. 2760 adopting a Development Agreement between the City and the Garden Grove Agency for Community Development for the site. The City Council as the Lead Agency pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq., adopted a Mitigated Negative Declaration (the "Mitigated Negative Declaration") prior to adopting Ordinance No. 2759 and Ordinance No. 2760, that concluded that the proposed project, subject to the applicable mitigation measures, would not have a significant effect on the environment and that a mixed-use development of equal intensity and density was evaluated in the General Plan 2030 Update Environmental Impact Report certified in August 2008 (State Clearinghouse No. 2008041079). The Planning Commission has reviewed and considered the Mitigated Negative Declaration.

The proposed subdivision of land pursuant to Tentative Tract Map No. TT-17702 is consistent with and implements Planned Unit Development No. PUD-123-09 and the Development Agreement, and is subject to the mitigation measures and Mitigation Monitoring Program adopted in conjunction with the Mitigated Negative Declaration, and is within the scope of the project evaluated pursuant to the Mitigated Negative Declaration.

The Planning finds that none of the circumstances triggering further environmental review have occurred since the adoption of the Mitigated Negative Declaration: (i) there are no substantial changes in the Project requiring major revisions of the Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (ii) there are no substantial changes with respect to the circumstances under which the Project is being undertaken which will require major revisions of the Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; and (iii) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Mitigated Negative Declaration was adopted showing that: (a) the Project will have one or more significant effects not discussed in the Mitigated Negative Declaration; (b) significant effects previously examined will be substantially more severe than shown in the Mitigated Negative Declaration; (c) mitigation measures or alternatives previously found not feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the mitigation measures or alternatives have not been adopted; or (d) mitigation measures or alternatives considerably different from those analyzed in the Mitigated Negative Declaration would substantially reduce one or more significant effects on the environment, but the mitigation measures or

alternatives have not been adopted. Accordingly, no further environmental review is required.

4. The property has a General Plan Land Use designation of Mixed Use and is currently zoned Planned Unit Development No. PUD-123-09 (a Mixed-Use PUD zone). Approximately half of the 13.9 acre site is currently improved with automotive related businesses such as sales, service, repair and storage, and the other half of the site is vacant, all of which has been the condition and use of the site for over 25 years.
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 March 6, 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 March 6, 2014; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission are as follows:

FACTS:

The property consists of an approximately 13.94-acre site owned by the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, which is located within the area commonly referred to as the Brookhurst Triangle that is bounded by Brookhurst Street, Garden Grove Boulevard, and Brookhurst Way. The project site does not include the parcel at the northern tip of the triangular site, nor the parcel at the southwest corner of the triangular site.

The property is located in an area improved with commercial/office uses, and residential uses. Across Brookhurst Street to the east, are office and commercial uses, to the south across Garden Grove Boulevard are commercial uses along with a mixed-use commercial/residential development that is currently under construction, and to the west across Brookhurst Way are commercial uses and multi-family residential.

The Planned Unit Development zoning allows for the development of the 13.9-acre Brookhurst Triangle site with up to 200,000 square feet of commercial/office space and up to 700 residential dwelling units. The proposed mixed-use development is that which is identified in the General Plan Update as Focus Area F and is designated for a combination of commercial, office, and residential uses. The General Plan specifically identified the Brookhurst Triangle under Focus Area F.

The subject site is subject to a Development Agreement approved by the City Council on November 24, 2009 pursuant to Ordinance No. 2760. The Development Agreement is expressly binding on successors in interest and future owners of the property.

The proposed Tentative Tract Map is for the subdivision of the 13.94 acres of land into 8 numbered lots and 15 lettered lots in order to create a subdivision of land for condominium purposes in order to implement the land and building improvements approved under Planned Unit Development No. PUD-123-09.

FINDINGS AND REASONS:

TENTATIVE TRACT MAP:

All findings for approval of the proposed Tentative Tract Map required under Section 9.40.060 (Tentative Maps – Findings Required) of the Garden Grove Municipal Code and State law can be made.

1. The proposed Tentative Tract Map is consistent with the objectives, policies, general land uses, and programs specified in the General Plan, which encourages land subdivision in order to facilitate new development. The subject parcel is of an appropriate size and configuration to allow for the construction of the contemplated mixed-use development consisting of multi-family residential and commercial uses. The proposed tract map and contemplated project is consistent with the General Plan Land Use designation of Residential Commercial Mixed-Use and Focus Area F of the General Plan Land Use Element, which is inclusive of the subject property.
2. The design and improvement of the proposed subdivision is consistent with the Residential Commercial Mixed-Use General Plan designation allowing for a proposal with apartment units, condominium units, commercial space, open space, and on-site circulation in an urban setting. The proposed improvements are also consistent with the maximum intensity and density set forth in Focus Area F of the General Plan Land Use Element, which is inclusive of the subject property. Policies from the General Plan include improving the economic viability of the area by emphasizing appropriate development of vacant properties and consolidation of parcels. The project will improve the site and the economic viability of the Garden Grove Boulevard corridor. The approved design meets the spirit and intent of the Municipal Code for mixed-use subdivision.
3. The site is physically suitable for a residential/commercial mixed-use project as Garden Grove Boulevard has transitioned from its past importance as a primary route to Los Angeles to a corridor with more residential planned unit developments and more neighborhood-serving commercial uses.
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 ("CEQA") have been satisfied. The project site was approved under PUD-123-09 for the development of a mixed-use development that included an adopted Mitigated Negative Declaration that allowed for the subdivision of the site thereby facilitating the development of the site as planned under PUD-123-09. The adopted Mitigated Negative Declaration for PUD-123-09 was done in accordance with the requirements and provisions of the California Environmental Quality Act (CEQA).

5. The site is physically suitable for the density of the proposed development. The City's General Plan anticipated mixed-use developments of residential units combined with commercial/office uses. The proposed development is within the density and intensity limits permitted under the General Plan Land Use Designation of MU (Mixed Use) and Focus Area F. As stated in the General Plan, housing on the Garden Grove Boulevard corridor provides convenient access to jobs and activities, and supplies a resident clientele to support commercial sales and services along this thoroughfare. Based on the General Plan Update Housing Element, the estimated number of persons per household is 3.247. This estimate of persons per household does not exceed the population growth for the region. Therefore, the site is physically suitable for the proposed density.
6. The design of the subdivision will not cause serious public health problems. The conditions of approval of on-site and off-site improvements will safeguard the public health.
7. The design of the subdivision is not in conflict with the 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; if such easements exist, then 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 property is not subject to a Williamson Act contract, an open space easement, or a conservation easement.
8. The design and improvements of the proposed subdivision are suitable for the proposed 674 dwelling units; 66,196 square feet of Commercial space; 271,979 square feet of open space; and, 1,832 parking spaces and the subdivision can be developed in compliance with applicable zoning regulations. The proposed improvements are expressly intended to implement the provisions of Planned Unit Development No. PUD-123-09.
9. The design of the subdivision does provide to the extent feasible, for future passive and natural heating and cooling opportunities.
10. The design, density, and configuration of the subdivision provides a balance between the effect of the subdivision on the housing needs of the region and of public service needs. In addition, the character of the subdivision is

compatible with the design of existing structures and the lot sizes of the subdivision are substantially the same as the lot sizes within this 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 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. That Tentative Tract Map No. TT-17702 does possess characteristics that justify the request in accordance with the Garden Grove General Plan and the Garden Grove Municipal Code.
- 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 Tentative Tract Map No. TT-17702

Adopted this 6th day of March, 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 March 6, 2014, by the following vote:

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

/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 March 27, 2014.