

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

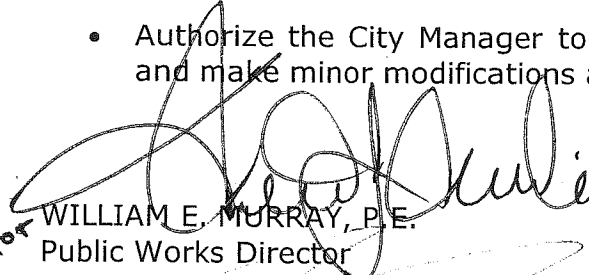
FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:


- Approve Final Tract Map No. TR 17818 and the Subdivision Improvement Agreement with Heritage Homes Management, Inc. for the property located at 12381 Nelson Street, Garden Grove, and accept Subdivision Improvement Bonds; and
- Authorize the City Manager to execute the Agreement on behalf of the City and make minor modifications as appropriate.


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

By: Kamyar Dibaj, MS
Associate Engineer

Attachment 1: Tract Map No. TR 17818
Attachment 2: Subdivision Improvement Agreement
Attachment 3: Planning Resolution

Recommended for Approval



Scott C. Stiles
City Manager

TRACT NO. 17818
 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32,
 TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DMS CONSULTANTS, INC.
 JANUARY 2015
 CHARLES A. TUGGLE L.S. 4025
 COUNTY CLERK-REGISTRAR

DATE: _____ TIME: _____
 INSTRUMENT NO.: _____
 BOOK: _____ PAGE: _____

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

SURVEYOR'S STATEMENT
 THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HERITAGE HOMES MANAGEMENT, L.L.C. IN JANUARY, 2015. THAT ALL INSTRUMENTS USE OF THE CHARACTER AND LOCATION OF THE EASEMENT INDICATED ON THAT THEY WILL BE SET IN SUCH POSITIONS BY MEASUREMENTS AND THAT SAID MEASUREMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED HEREIN, THAT THE FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONS APPROVED IN THE

CHARLES A. TUGGLE
 L.S. 4025
 EXPIRATION DATE: 06/30/16
 DATE: 11/25/15

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE
 STATE OF CALIFORNIA } SS
 COUNTY OF ORANGE }
 I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN 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 WHICH ARE SUBJECT TO SPECIAL ASSESSMENT COLLECTIONS AS TAXES NOT YET PAYABLE AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES ARE FULLY COMPLIED WITH AND SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP

DATED THIS _____ DAY OF _____, 2015
 SHARL F. FREDERICH
 COUNTY TREASURER-TAX COLLECTOR

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

CITY CLERK'S CERTIFICATE
 STATE OF CALIFORNIA } SS
 COUNTY OF ORANGE }
 I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2015, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

DATED THIS _____ DAY OF _____, 2015
 SHARL F. FREDERICH
 COUNTY TREASURER-TAX COLLECTOR

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

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, APPROVED AND APPROVED BY THE CITY PLANNING COMMISSION, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2015
 DANIEL J. CARROLL
 CITY ENGINEER OF GARDEN GROVE
 FILE NO. 5275
 EXPIRATION DATE: 12/31/2016

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

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

1. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, THE EASEMENT BEING RECORDED ON OCTOBER 10, 1946 IN BOOK 191 PAGE 20, OF OFFICIAL RECORDS.

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

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 AND ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE

1. AN EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES ACROSS LOTS A AND B.
 2. A BLANKET EASEMENT ACROSS THE TRACT FOR EMERGENCY ACCESS PURPOSES.
 3. A PUBLIC UTILITY EASEMENT, AS SHOWN ON SAID MAP AS EASEMENT NOTE (3).

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE
 1. ALL VEHICULAR ACCESS RIGHTS TO NELSON STREET EXCEPT AT APPROVED ACCESS LOCATIONS.
 2. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.
 HERITAGE HOMES MANAGEMENT, LLC

BY: DAVID D. NGUYEN
 TITLE: PRESIDENT

BY: SANDY HUANG
 TITLE: VP/Chief Lending Officer

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

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 INDIVIDUAL'S ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
 COUNTY OF ORANGE)
 I, _____, a Notary Public,
 personally appeared _____, known to me to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in the instrument and the instrument for the purposes and content of which the instrument was executed, executed the instrument on _____ day of _____, 2015.

WITNESS MY HAND
 SIGNATURE: _____
 NOTARY PUBLIC IN AND FOR SAID STATE
 IN _____ COUNTY
 MY PRINCIPAL PLACE OF BUSINESS IS IN _____
 MY COMMISSION EXPIRES 06/23/2019

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

BY: _____ DEPUTY

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVIDER: HERITAGE HOMES MANAGEMENT, LLC.

TRACT MAP NO. 17818

THIS AGREEMENT is made this 8th day of December, 2015, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and **Heritage Homes Management, LLC.** ("SUBDIVIDER") and **OC Builder** ("CONTRACTOR"). CITY and SUBDIVIDER are sometime referred to herein individually as the "Party" or collectively as the "Parties."

RECITALS:

The following recitals are a substantive part of this Agreement:

1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Tract Map No 17818 ("Project"), subject to certain conditions of approval for the development of the Project ("Conditions of Approval").
2. As a condition precedent to the approval of the Final Map by CITY, SUBDIVIDER is required to construct, install and/or offer for dedication to CITY certain streets, highways, easements, infrastructure improvements and/or parcels of land intended for public use.
3. SUBDIVIDER has delivered to CITY and CITY has approved plans and specifications and related documents for certain "Improvements" (as hereinafter defined), which are required to be constructed and installed in order to accommodate the development of the Project.
4. SUBDIVIDER has requested approval of the Final Map prior to completion of all of the Improvements.
5. To assure CITY that SUBDIVIDER will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.
6. SUBDIVIDER's agreement to construct and install the Improvements pursuant to this Agreement and its offer of dedication of the streets, easements, and other improvements, as shown on the Final Map, are a material consideration to CITY in approving the Final Map and permitting development of the Project to proceed.
7. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 et seq.) and the ordinances, rules, regulations, and determinations of the CITY.

AGREEMENT

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

1. **Improvements.** SUBDIVIDER, at his or her sole expense, agrees to construct and install, as applicable, the street, sidewalks, drainage, domestic water, sanitary sewer, and other improvements (herein sometimes collectively referred to as the "Improvements") required to be constructed or agreed to be constructed as a condition precedent to the approval of the Final Map and acceptance of such streets and easements, as expressly shown on (1) the Improvement Lists attached hereto at Exhibit "A" and Exhibit "B" and incorporated herein by reference, 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 \$273,452.

2. **Security.** To secure the faithful performance of each improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each improvement required, SUBDIVIDER shall provide CITY, prior to the execution of this Agreement by CITY, with the following bonds (or a cash deposit 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, Water/Sewer & Drainage Improvements as shown on Grading Plan No. G-1323, Water/Sewer Plan No. W-576 and Street Improvement Plan No. A-1861	Faithful Performance	\$271,112.00
50% of total estimate for Off-Site Improvements and On-Site Grading, Water/Sewer & Drainage Improvements as shown on Grading Plan No. G-1323, Water/Sewer Plan No. W-576 and Street Improvement Plan No. A-1861	Labor & Material	\$135,556.00
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	\$2,340.00

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 from a qualified financial institution, and in a form, acceptable to CITY.

3. **Time for Completion.** SUBDIVIDER shall complete construction and installation of the improvements within 365 days, or such later time as approved by the CITY in writing.
4. **CITY Inspection and Acceptance.** The City Engineer or his or her duly authorized representative, upon request of SUBDIVIDER, shall inspect the improvements herein agreed to be constructed or installed by SUBDIVIDER, and, if determined to be in accordance with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans, shall recommend the acceptance of such improvements by the CITY.
5. **Changes or Alterations.** SUBDIVIDER shall perform any changes or alterations in the construction and installation of the improvements required by CITY, to the extent such changes or alterations are needed to cause the improvements to comply with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans.
6. **Guarantee.** SUBDIVIDER shall guarantee such improvements for a period of one (1) year following the completion by SUBDIVIDER and acceptance by CITY against any defective work or labor done, or defective materials furnished, in the performance of work pursuant to this Agreement.
7. **Insurance and Indemnification Requirements.**
 - 7.1 **Commencement of Work.** Unless expressly waived in writing by CITY, insurance meeting the requirements set forth in this Agreement and covering the acts and omissions of SUBDIVIDER and all contractors and subcontractors engaged in any way in the construction and installation of the Improvements must be provided to CITY, and SUBDIVIDER and 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 shall require all contractors and subcontractors engaged in construction or installation of the Improvements to obtain and maintain the same insurance coverage as required of SUBDIVIDER 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 shall be responsible to collect and maintain all insurance from all contractors and subcontractors. Should the insurance carrier for any 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**. SUBDIVIDER shall obtain and maintain Workers Compensation Insurance prior to commencing any work hereunder in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

7.4 **Insurance Amounts**. SUBDIVIDER shall provide and maintain and shall cause its contractors and all subcontractors engaged in any way in the construction and installation of the Improvements to provide and maintain the following insurance prior to commencing any work hereunder:

(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, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the SUBDIVIDER. SUBDIVIDER shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

For any claims related to this Agreement, SUBDIVIDER's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the SUBDIVIDERS'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, its officers, officials, employees, agents, and volunteers.

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

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

7.5 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. CITY does not, and shall not waive any rights against SUBDIVIDER, which it may have by reason of this hold harmless agreement. This hold harmless agreement shall apply to all liability regardless of whether or not any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBDIVIDER in the event of loss, claim, damage, or expense. The indemnification obligations of SUBDIVIDER shall survive the termination of this Agreement until all such obligations are fully and finally resolved.

8. Default.

- 8.1 **Remedies Not Exclusive.** In any case where this Agreement provides a specific remedy to CITY for a default by SUBDIVIDER hereunder, such remedy shall be in addition to, and not exclusive of, CITY's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.
- 8.2 **CITY Right to Perform Work.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER hereby authorizes CITY to perform such obligations twenty (20) days after mailing written Notice of Default to SUBDIVIDER at the address given below, and agrees to pay the entire cost of such performance by CITY, unless SUBDIVIDER cures such default in such twenty (20) day period, or such additional time as CITY deems reasonable in its sole discretion.
- 8.3 **Costs and Attorney's Fees.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER agrees to pay all costs and expenses reasonably incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of SUBDIVIDER's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.
9. **Non-Liability of Officials and Employees of CITY.** No member, official or employee of CITY shall be personally liable to SUBDIVIDER, or any successor in interest, in the event of any default or breach by CITY, or for any amount which may become due from CITY or its successor, or any obligation under the terms of this Agreement.
10. **Labor.**
- 10.1 **Labor Standards.** SUBDIVIDER shall be responsible for causing itself and all contractors and subcontractors constructing or installing any of the Infrastructure Improvements to comply with all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. CITY makes no warranty or representation concerning whether any of the Infrastructure Improvements required to be

constructed and/or installed pursuant to this Agreement constitute public works subject to the prevailing wage requirements.

- 10.2 **Non-Discrimination**. SUBDIVIDER covenants and agrees that there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity undertaken pursuant to this Agreement.
- 10.3 **Licensed Contractors**. SUBDIVIDER shall cause all of the Infrastructure Improvements to be constructed and/or installed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.
11. **Change of Subdivider**. If SUBDIVIDER ceases to have legal interest in the Project, then a notice to that effect shall be filed with CITY by SUBDIVIDER. The notice shall include the name and address of the new subdivider. SUBDIVIDER shall require as a condition of the transfer of the legal interest in the Project, that the new subdivider shall (1) submit new bonds in accordance with this Agreement (at which time the original bonds shall be released); (2) submit to CITY a certified copy of the recorded deed referencing the transfer of the legal interest; and (iii) require that, upon transfer, the successor subdivider undertake all of the obligations under this Agreement in lieu and in place of SUBDIVIDER. Thereafter, SUBDIVIDER shall have no further obligations to CITY under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer. SUBDIVIDER's responsibility for such liability, obligations, acts or omissions shall survive until such liability or obligations are fully and finally resolved, or until the statute of limitations on such acts or omissions has elapsed.
12. **General Provisions**. It is mutually agreed as follows:
- 12.1 **Assignment or Delegation**. Neither CITY nor SUBDIVIDER shall assign this Agreement without the consent of the other. SUBDIVIDER shall not delegate its obligations under this Agreement to another.
- 12.2 **Independent Contractor**. It is understood and agreed that, in connection with the performance of SUBDIVIDER's obligations under this Agreement, SUBDIVIDER, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER shall act and be independent contractors and shall not be agents or employees of the CITY, and as independent contractors, shall obtain no rights to retirement benefits, or other benefits which accrue to CITY employees, and SUBDIVIDER, on behalf of itself, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER, hereby expressly waives any claim it may have to any such rights.

- 12.3 Compliance with Law. SUBDIVIDER shall comply with, and require all those acting on SUBDIVIDER's behalf to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 12.4 Conflict of Interest and Reporting. SUBDIVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12.5 Notices. All notices shall be personally delivered or mailed, postage prepaid, to the below-listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

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

If to CITY:

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

- 12.6 Licenses, Permits, Fees, and Assessments. At its sole cost and expense, SUBDIVIDER shall obtain such license, permits, and approvals as may be required by law for the performance of SUBDIVIDER's obligations under this Agreement. SUBDIVIDER shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the obligations required under this Agreement.
- 12.7 Time of Essence. Time is of the essence in the performance of this Agreement.
- 12.8 Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, including all successors and assigns to SUBDIVIDER's right, title, and interest in the property covered by the Project and any portion thereof.
- 12.9 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

- 12.10 **Modification**. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and SUBDIVIDER.
- 12.11 **Waiver**. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and SUBDIVIDER. SUBDIVIDER agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.
- 12.12 **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.
- 12.13 **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.
- 12.14 **Preservation of Agreement**. Should any paragraph, clause, provision or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, provision or word so construed and interpreted, and all remaining provisions shall remain valid and enforceable.
13. **Mutual Agreement**. The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

"CITY"
CITY OF GARDEN GROVE

Date: _____

BY: _____
City Manager

ATTEST:

City Clerk
Date: _____

"SUBDIVIDER"
HERITAGE HOMES MANAGEMENT, LLC

By: _____
David D. Nguyen

Date: _____

Name: David D. Nguyen

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

"CONTRACTOR"
OC BUILDER

Its: _____

By: _____
An Thai

Name: AN THAI

APPROVED AS TO FORM:

Garden Grove City Attorney
Date: _____

If SUBDIVIDER 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 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 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 is a partnership, it must be signed by all general partners. If

SUBDIVIDER 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.

EXHIBIT A

EXHIBIT B

Exhibit "A"

November 18, 2015

Engineer's Probable Cost Estimate
 Tract 17818 - Garden Grove
 12381 Nelson Street, Garden Grove, CA

						GRADING IMPROVEMENTS				
No.	Description	Quantity	Unit	Unit Price	Total					
1	Earthwork	6,776	CY	\$ 3.78	\$ 25,613					
2	Import	4,076	CY	\$ 4.10	\$ 16,712					
3	Construct 6"AC over 6"AB	1,200	SF	\$ 3.99	\$ 4,788					
4	Construct Conc. curb (6"cf) per city std. B-112	260	LF	\$ 18.00	\$ 4,680					
5	Construct conc. Ribbon gutter	200	SF	\$ 36.00	\$ 7,200					
6	Construct Rolled curb per city std. B-116	90	LF	\$ 18.00	\$ 1,620					
7	Construct transition from 6"CF to Rolled curb	10	LF	\$ 18.00	\$ 180					
8	Construct 4" thick conc. Walkway	655	SF	\$ 6.50	\$ 4,258					
9	Construct Residential Driveway	420	SF	\$ 5.65	\$ 2,373					
10	Construct 6" thick stamped conc w/#3 rebar @18"O.C. over 6"AB	1,440	SF	\$ 21.00	\$ 30,240					
11	Construct 6" thick conc. Slab	3,780	SF	\$ 8.00	\$ 30,240					
12	Construct 4" dia. (sch40) pvc drain pipe	890	LF	\$ 10.00	\$ 8,900					
13	Construct EcoStone Pavers	2,500	SF	\$ 6.53	\$ 16,325					
14	Construct drain inlet	28	EA	\$ 65.00	\$ 1,820					
15	Construct trash and debris gaurd	1	EA	\$ 500.00	\$ 500					
16	Construct conc. Rectangular channel	20	LF	\$ 86.00	\$ 1,720					
17	Construct Parkway drain, S=1'	4	EA	\$ 220.00	\$ 880					
18	Construct Parkway drain, S=3'	1	EA	\$ 500.00	\$ 500					
19	Install Street light pole manufactured by Dabmar	3	EA	\$ 2,000.00	\$ 6,000					
20	Construct 2'x2' Concrete splash pad	4	EA	\$ 250.00	\$ 1,000					
21	Provide opening in Rectangular channel for maintenance	1	EA	\$ 500.00	\$ 500					
22	Paint top and face of curb red	90	LF	\$ 0.25	\$ 23					
23	Construct 4" Storm drain cleanout	9	EA	\$ 250.00	\$ 2,250					
					Subtotal	\$ 168,321				
					Total Engineer's Estimate	\$ 168,321				

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

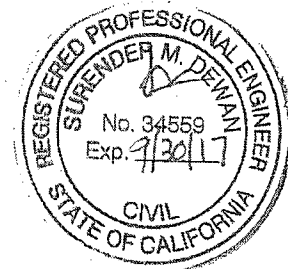


Exhibit "A"

November 18, 2015

Engineer's Probable Cost Estimate
 Tract 17818 - Garden Grove
 12381 Nelson Street, Garden Grove, CA

WATER IMPROVEMENTS						
No.	Description	Quantity	Unit	Unit Price	Total	
1	Install 8" PVC AWWA C-900 Class 200 Water Main with 36" cover from Finished surface and 24" cover at the time of installation	134	LF	\$ 60.00	\$ 8,040	
2	Install 6" PVC AWWA C-900 Class 200 Water Main with 36" cover from Finished surface and 24" cover at the time of installation	84	LF	\$ 55.00	\$ 4,620	
3	Construct 12"x8" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 6,000.00	\$ 6,000	
4	Install 8"x8"x8" Tee w/resilient wedge 8" gate valve w/restraints per city std. B-760	1	EA	\$ 550.00	\$ 550	
5	Install conc anchor block	3	EA	\$ 300.00	\$ 900	
6	Install Wet Barrel Fire Hydrant Assembly	1	EA	\$ 6,000.00	\$ 6,000	
7	Install 1" Water Service	4	EA	\$ 1,000.00	\$ 4,000	
8	Install 8"X6" reducer, FLGxMJ	1	EA	\$ 250.00	\$ 250	
9	Install 6" MJ Cap	1	EA	\$ 250.00	\$ 250	
10	Install 2" Reduced pressure principal device per city std. B-770 w/ Backflow cage per city std. B-769	1	EA	\$ 5,000.00	\$ 5,000	
11	Install 1-1/2 inch water service and meter for irrigation purpose	1	EA	\$ 2,500.00	\$ 2,500	
12	Remove Existing water meter	1	EA	\$ 2,400.00	\$ 2,400	
13	Install 8" gate valve w/valve can assembly per city std B-752	1	EA	\$ 1,800.00	\$ 1,800	
14	Install 6" gate valve w/valve can assembly per city std B-753	1	EA	\$ 1,500.00	\$ 1,500	
Subtotal					\$ 43,810	
Total Engineer's Estimate					\$ 43,810	

Surender Dewan, P.E.
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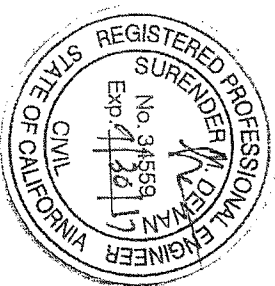


Exhibit "A"

November 18, 2015

Engineer's Probable Cost Estimate
 Tract 17818 - Garden Grove
 12381 Nelson Street, Garden Grove, CA

SEWER IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Construct Shallow Sewer Manhole per APWA std. 201-2	3	EA	\$ 5,500.00	\$ 16,500
2	Construct 8" Dia. Extra strength VCP Sewer pipe with wedge lock joints	35	LF	\$ 58.75	\$ 2,056
3	Construct Sewer Cleanout	4	EA	\$ 320.00	\$ 1,280
4	Construct 8" Dia. PVC (SDR35) Sewer pipe	205	LF	\$ 30.00	\$ 6,150
5	Construct 4" PVC (SDR35) Sewer Lateral with PEA gravel backfill	65	LF	\$ 39.66	\$ 2,578
Subtotal					\$ 28,564
Total Engineer's Estimate					\$ 28,564

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

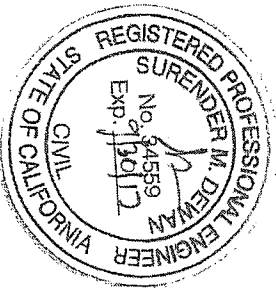


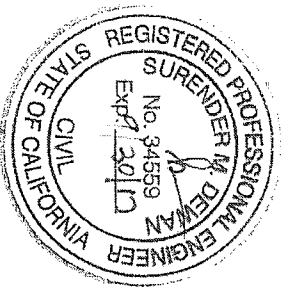
Exhibit "A"

November 18, 2015

Engineer's Probable Cost Estimate
 Tract 17818 - Garden Grove
 12381 Nelson Street, Garden Grove, CA

STREET IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Remove exist. Improvements and excavate for proposed section	1	LS	\$ 5,000.00	\$ 5,000
2	Construct 5" AC over 8" AB	2,788	SF	\$ 5.75	\$ 16,031
3	Construct conc. Curb & gutter (6" CF), type D-6 per city std. Plan B-113	107	LF	\$ 7.25	\$ 776
4	Construct driveway per city std. Plan B-121	1	EA	\$ 3,000.00	\$ 3,000
5	Construct conc. Sidewalk per city std. Plan B-106	535	SF	\$ 3.10	\$ 1,659
6	Construct Parkway culvert	1	EA	\$ 3,836.00	\$ 3,836
7	Construct conc. Curb & gutter (8" CF), type D-8 per city std. Plan B-113	6	LF	\$ 7.25	\$ 44
8	Construct curb transition from 6"CF to 8"CF	10	LF	\$ 7.25	\$ 73
				Subtotal	\$ 30,417
				Total Engineer's Estimate	\$ 30,417

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



RESOLUTION NO. 5846-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-021-2015 AND TENTATIVE TRACT MAP NO. TT-17818 FOR PROPERTY LOCATED AT 12381 NELSON STREET, ASSESSOR'S PARCEL NO. 089-123-65.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on May 7, 2015, does hereby approve Site Plan No. SP-021-2015 and Tentative Tract Map No. TT-17818, for land located on the west side of Nelson Street, north of Lampson Avenue, at 12381 Nelson Street, Assessor's Parcel No. 089-123-65.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-021-2015 and Tentative Tract Map No. TT-17818, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Heritage Home Management, LLC.
2. A request for Site Plan approval to construct four (4), detached, two-story, single-family residential units, along with private street improvements, and a minor deviation to allow a fifth bathroom (powder room) in each unit. Also, a request for Tentative Tract Map approval to subdivide the subject 39,340 square foot property into five (5) separate lots – four (4) residential lots (with lot sizes of 7,455 square feet, 7,455 square feet, 7,560 square feet, and 9,380 square feet), and one lot for a private street ("Lot A").
3. The City of Garden Grove has determined that the proposed project is categorically exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (14 Cal. Code Regs., Section 15332) because the proposed project is characterized as in-fill development and meets all of the conditions described in Section 15332. Specifically, (1) the proposed project is consistent with the applicable general plan designation and all applicable general plan polices as well as with applicable zoning designation and regulations; (2) the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (3) the project site has no value as habitat for endangered, rare or threatened species; (4) approval of the project would not result in any significant effects relating to traffic, noise, air quality or water quality; and (5) the site can be adequately served by all required utilities and public services.
4. The property is currently zoned R-1 (Single-Family Residential) and has a General Plan Land Use Designation of Low Density Residential. The subject site is 39,340 square feet in area and is currently improved with an existing

single-family residence, and two (2) accessory structures which will be demolished in order to accommodate the proposed development.

5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on May 7, 2015, and all interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during its meeting of May 7, 2015, and considered all oral and written testimony presented regarding the project.

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

FACTS:

The subject site is 39,340 square feet in area and is currently improved with an existing single-family residence, originally built in 1933, two (2) accessory structures, and a swimming pool. The site is located on the west side of Nelson Street, north of Lampson Avenue. The site is zoned R-1 (Single-Family Residential) and has a General Plan Land Use Designation of Low Density Residential. Surrounding uses include single-family residences to the north, west, and south, and a public school, across Nelson Street, to the east. The existing structures will be demolished in order to accommodate the proposed development.

The proposed project will consist of four (4), two-story, single-family units that are part of a residential subdivision. The project has been designed to comply with the R-1 single-family residential development standards of Title 9 of the Municipal Code, including, but not limited to, the required setbacks, minimum parking requirements, rear yard open space, lot coverage, and landscaping.

FINDINGS AND REASONS:

All findings for approval of the proposed Site Plan required under Section 9.32.030.D.3 (Site Plan) of the Garden Grove Municipal Code can be made.

Site Plan:

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

The General Plan Land Use Designation of the subject site is Low Density Residential, which is intended to create, maintain, and enhance residential areas characterized by detached, single unit structures, and single-family residential neighborhoods that: (i) provide an excellent environment for family life; (ii) preserve residential property values; (iii) provide access to schools, parks, and other community services; and (iv) provide a high-quality architectural design. The proposed project would create a neighborhood of four (4) detached single-family homes that satisfies each of these objectives and complies with the minimum lot size, lot width and the density, which is up to nine (9) units per acre for the Low Density Residential Land Use Designation.

The project has been designed to comply with the R-1 single-family residential development standards of Title 9 of the Municipal Code, including, but not limited to, the required setbacks, minimum parking requirements, rear yard open space, lot coverage, and landscaping.

The Code generally limits the number of bathrooms permitted in a new four bedroom residential structure within the R-1 zone to four (4) and requires that at least 50% of the bathrooms be publicly accessible. However, the Code allows developers or property owners to request approval of a "minor deviation" from this standard to permit a greater number of bathrooms. A fifth bathroom, a powder room, has been proposed for each lot, which will be located on the first floor to service the adjacent first floor public areas for both Plan 1 and Plan 2. The addition of a powder room on the first floor is warranted in this case given the floor plan design and layout of the private and public areas within the house. The powder room, which will include only a sink and toilet, will sufficiently service the respective public areas on the first floor, without adversely affecting the City's General Plan or creating adverse effects on the health, peace, comfort or welfare of persons residing or working on adjoining properties.

The project is compatible with the existing single-family neighborhood that is developed with a mixture of traditional single-family lots. The proposed project will be a valued addition to the area, and will provide additional housing units in the immediate area that will further the goals of the City's Housing Element. Therefore, the project complies with the General Plan and Title 9 of the Municipal Code.

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

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

Based on the number of bedrooms, each unit is required to provide a three-car enclosed garage and three (3) open parking spaces. Each lot will provide an attached three-car enclosed garage and driveway space to accommodate three (3) open parking spaces in front of each enclosed garage, which meets the minimum required by Code.

As previously mentioned, the 28'-0" wide private street allows for parallel on-street parking on the south side of the street. There will be six (6) guest parking spaces available on the private street. Near the turn-around area of the private street, there will be approximately fifty-feet (50'-0") of red curbed space, with a "No Parking" sign installed, to allow for sufficient maneuvering of trash trucks and emergency vehicles.

The City's Traffic Engineering Section has reviewed the proposed project, and appropriate conditions of approval have been imposed to minimize any adverse impacts to surrounding streets.

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

The Public Work's Department has reviewed the plans and all appropriate conditions of approval have been incorporated. The proposed development will provide landscaping and proper grading of the site to provide adequate on-site drainage. Conditions of approval have been included, which will minimize any adverse impacts to surrounding streets.

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

The Public Work's Department has reviewed the project and appropriate conditions of approval to minimize any adverse impacts have been incorporated.

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

The project has been designed to comply with the R-1 single-family residential development standards of Title 9 of the Municipal Code. The property is located in an area with existing single-family residential uses that include traditional single-family homes.

The proposed project will be compatible with the existing single-family developments in the area. The project will provide landscaping along the Nelson Street frontage (in the required 10-foot landscape area for the arterial site entry), within the front yard area of each unit, and along the southerly property line within a raised planter. The project has been designed to provide a building design that incorporates projecting building masses along the front building elevation with varying rooflines to enhance the façade of the building. Therefore, the project will have a reasonable degree of physical, functional, and visual compatibility with neighborhood.

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

The project has been designed for building appearance, building placement, landscaping, and other amenities to attain an attractive environment that will be an enhancement to the neighborhood. The project provides ample private recreation area for each unit. Each unit will provide a private rear yard that ranges in size from 1,260 square feet to 1,675 square feet, which exceeds the minimum Code requirement of 1,000 square feet in the required rear yard. Additionally, adequate landscaping is provided along all setbacks, along the southerly property line within a raised planter, in the front yard area for each unit, and along the Nelson Street frontage (in the required 10-foot landscape area for the arterial site entry). Thus, the project provides landscaping in accordance with the landscaping requirement of Title 9 of the Municipal Code.

The building elevations are designed to look like contemporary single-family homes. Each unit's front building elevation incorporates projecting and recessed building masses, along with varied rooflines in order to articulate the building's facade. The building's architectural detailing includes the use of stone veneer along the base of the building, varied window shapes,

multi-pane windows, and decorative trim around the windows and doors to enhance the building.

The exterior building materials for each unit consist of a stucco finish that will be painted a natural color scheme consisting of complimentary brown and beige tones with accenting trim around the windows and the doors. The roofing material will consist of flat tile with a color that compliments each unit's exterior finishes.

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 map is consistent with the General Plan.

The proposed Tentative Tract Map to subdivide the subject 39,340 square foot property into five (5) separate lots – four (4) residential lots (with lot sizes of 7,455 square feet, 7,455 square feet, 7,560 square feet, and 9,380 square feet), and one lot for a private street ("Lot A"), is consistent with the Garden Grove General Plan, which encourages land subdivision in order to facilitate new development. The construction of four (4) new single family residences on the site is consistent with the General Plan for the Land Use Designation of Low Density Residential and is within the permitted density of up to nine (9) units per acre. In addition, the site is adequate in size and shape to accommodate the proposed future development of the site.

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

The General Plan Land Use Designation of the subject site is Low Density Residential, which is intended to create, maintain, and enhance residential areas characterized by detached, single unit structures, and single-family residential neighborhoods that: (i) provide an excellent environment for family life; (ii) preserve residential property values; (iii) provide access to schools, parks, and other community services; and (iv) provide a high-quality architectural design. The proposed subdivision would create a neighborhood of four (4) detached single-family homes that satisfies each of these objectives and complies with the minimum lot size, lot width and the density. The project has been designed to comply with the R-1 single-family residential development standards of Title 9 of the Municipal Code, including, but not limited to, the required setbacks, minimum parking requirements, rear yard open space, lot coverage, and landscaping. The project is compatible with the existing single-family neighborhood in which it is located,

which is developed with a mixture of traditional single-family lots. With the conditions of approval as recommended by Staff, the design and improvement of the subject site is consistent with the spirit and intent of the General Plan provisions for location of the units and proximity to similar uses.

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

The site is physically suitable for the proposed development. The site has a net lot area of 39,340 square feet. The project has been designed to comply with the R-1 single-family residential development standards of Title 9 of the Municipal Code, including, but not limited to, the required setbacks, minimum parking requirements, rear yard open space, lot coverage, and landscaping. In addition, the proposed private street has been designed per the City's standard and provides adequate access for trash trucks and emergency vehicle access.

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

The City of Garden Grove has determined that the proposed project is categorically exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (14 Cal. Code Regs., Section 15332) because the proposed project is characterized as in-fill development and meets all of the conditions described in Section 15332. Specifically, (1) the proposed project is consistent with the applicable general plan designation and all applicable general plan polices as well as with applicable zoning designation and regulations; (2) the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (3) the project site has no value as habitat for endangered, rare or threatened species; (4) approval of the project would not result in any significant effects relating to traffic, noise, air quality or water quality; and (5) the site can be adequately served by all required utilities and public services. Further, construction of the project in accordance with the proposed design and the Conditions of Approval imposed will ensure that substantial environmental damage will not result.

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

The site is physically suitable for the density proposed by the developer. The net lot size of the property is 39,340 square feet. The proposed Tentative Tract Map will subdivide the subject property into five (5) separate lots – four (4) residential lots (with lot sizes of 7,455 square feet, 7,455 square feet,

7,560 square feet, and 9,380 square feet), and one 7,492 square foot lot for a private street ("Lot A"). Each lot meets the minimum lot size requirement of 7,200 square feet. Further, each lot is permitted to have a density of one single-family dwelling unit. Therefore, the property is sufficient in size to accommodate the proposed development, and complies with all applicable provisions of the City of Garden Grove Municipal Code, including the building setbacks, parking, and landscape requirements.

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

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

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

The project has been designed to avoid development over existing easements. In addition, the property is not subject to a Williamson Act contract, an open space easement, or a conservation easement.

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

The design and improvement of the subdivision is suitable for the proposed four (4) unit, single-family, residential project, and the proposed development has been designed to comply with the applicable R-1 single-family residential development standards of Title 9 of the Municipal Code, including, but not limited to, the required setbacks, minimum parking requirements, rear yard open space, lot coverage, and landscaping.

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

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

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

The project has been reviewed in relation to the housing needs and goals of the City and is compatible with existing residential projects in the vicinity. The property is located in an area with the existing single-family residences. The proposal is to construct four (4) new single-family homes that will increase the number of available housing in the area, and further the goals of the Housing Element of the General Plan. The project complies with the density requirements of the General Plan, as well as the R-1 (Single-Family Residential) development standards.

11. The subject property is not located within in a state responsibility area or a very high fire hazard severity zone, the proposed subdivision is served by local fire suppression services, and the proposed subdivision meets applicable design, location, and ingress-egress requirements.
12. The discharge of waste from the proposed subdivision into the existing sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board. The conditions of approval for on and off-site improvements will ensure permitted capacity of the public sewer system is not exceeded.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN THE STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan and Tentative Parcel Map possess characteristics that would justify the request in accordance with Municipal Code Sections No. 9.32.030.D.3 (Site Plan) and Section 9.40.060 (Tentative Maps).
2. In order to fulfill the purpose and intent of the Municipal Code and thereby promote the health, safety, and general welfare, the attached Conditions of Approval (Exhibit "A") shall apply to Site Plan No. SP-021-2015 and Tentative Tract Map No. TT-17818.

Adopted this 7th day of May, 2015

ATTEST:

/s/ JOHN O'NEILL
CHAIR

/s/ JUDITH MOORE
SECRETARY

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

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on May 7, 2015, by the following vote:

AYES:	COMMISSIONERS:	(6)	KANZLER, MAI, MARGOLIN, O'NEILL, PAK, PAREDES
NOES:	COMMISSIONERS:	(0)	NONE
ABSTAIN:	COMMISSIONERS:	(1)	ZAMORA
ABSENT:	COMMISSIONERS:	(0)	NONE

/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 May 28, 2015.