

**CITY OF GARDEN GROVE**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew Fertal  
From: Keith G. Jones  
Dept: City Manager  
Dept: Public Works  
Subject: KATELLA AVENUE SMART STREET ACQUISITIONS  
Date: September 23, 2008

OBJECTIVE

It is requested that the City Council consider the acquisition of rights-of way over a portion of the following real properties: 11052 Magnolia Street owned by Mascot Trust and Jefen Trust; 11012 Magnolia Street owned by Sik and In Sook Shin; 8912 Katella Avenue, owned by the Mostafa Shirazi Living Trust; 8512 Katella Avenue, owned by Garo Balikji.

BACKGROUND

The Orange County Transportation Authority (OCTA) has designated Katella Avenue as a Smart Street on the Master Plan of Arterial Highways. Katella Avenue between Ninth Street to Humor Drive and Humor Drive to Jean Street (the Project Limits) is in need of widening and re-striping in order to increase the traffic flow capacity. Improvements to the intersections include widening and re-striping to six through lanes, median modifications, traffic signal improvements, coordination and construction of bus turnouts, sidewalk, curb and gutter, handicap ramps, and drainage improvements.

A portion of the proposed widening on the south side of Katella Avenue between Euclid Street and 150 feet east of Jean Street are in the City of Garden Grove. In addition, a portion of Brookhurst Street south of Katella Avenue is entirely within the City of Garden Grove.

DISCUSSION

Agreements have been reached with the property owners to acquire the requisite rights-of-way for street purposes over a portion of the subject properties. All purchase prices were determined to be at market value by an independent appraiser. The pertinent Agreements for Conveyance of Real Property are enclosed as Attachment 1. Purchase prices and property details for the affected properties are as follows:

KATELLA SMART STREET ACQUISITIONS

September 23, 2008

Page 2

Address	Owner(s)	Area SF	TCE Area SF	Price
11052 Magnolia St.	Mascot TR/Jefen Trust	1,420.28 sf	1,887.30 sf	\$60,000
11012 Magnolia St.	In Sik Shin & In Sook Shin	68.93 sf	551.29 sf	\$13,400
8912 Katella Ave.	Mostafa Shirazi Living TR	2,640 sf	N/A	\$78,100
8512 Katella Ave.	Garo Balikji	261 sf	74 sf	\$13,500

FINANCIAL IMPACT

Funding required for the project will be from Measure M Smart Street Program Funds, which will be reimbursed by the City of Stanton, which is handling these Smart Street property acquisitions, at the completion of the project.

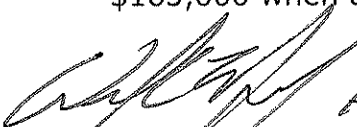
COMMUNITY VISION IMPLEMENTATION

Maintain and improve the transportation system in the City to ensure the safe efficient flow of traffic.

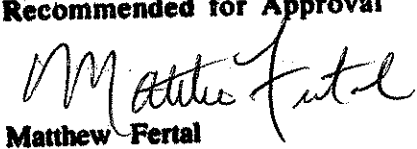
RECOMMENDATION

It is recommended that the City Council:

- Approve the acquisition of the pertinent additional rights-of-way;
- Authorize the City Manager and City Clerk to execute Agreements, Easement Deeds, and Temporary Construction Easements for such acquisitions.
- Authorize the Finance officer to draw a Warrant not to exceed the amount of \$165,000 when appropriate to do so.

 For K.J.  
KEITH G. JONES II  
Public Works Director

  
By: Carlos Marquez  
Real Property Agent

**Recommended for Approval**  
  
Matthew Ferial  
City Manager

AGREEMENT  
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between Susan Sandelman as Trustee of the Mascot Trust and Susan Sandelman as Trustee of the Jefan Trust ("Grantor") and the CITY OF GARDEN GROVE, a municipal corporation ("Grantee").

RECITALS

A. Grantors own certain real property located at 11052 Magnolia Street in the City of Garden Grove, California, bearing Assessor Parcel No. 132-061-28 (the "Property").

B. Grantee desires to purchase a Permanent Easement in a portion of the Property and Grantors desire to sell and convey an easement in a portion of the Property as described in "Exhibit A" and depicted in "Exhibit B", and a Temporary Construction Easement described in "Exhibit C" and depicted in "Exhibit D", both of which are attached hereto (together, the "Parcel").

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Parcel.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

Grantee agrees to buy and Grantors agree to sell and convey the Parcel for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be the just compensation for the Parcel.

2. ESCROW.

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Lawyers Title Company (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Parcel. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 Purchase Price.

The total purchase price for the Parcel shall be the lump sum of SIXTY THOUSAND DOLLARS (\$60,000.00), which shall be paid by Grantee to Grantors through Escrow Holder in cash at Close of Escrow.

## 2.2 Close of Escrow.

Escrow shall close on or before sixty (60) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in Paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

## 2.3 Condition of Title to the Parcel.

Grantors shall convey title to the Parcel to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Parcel only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Parcel at or prior to the Close of Escrow.

## 2.4 Escrow and Closing Costs.

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

## 2.5 Investigations.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Parcel for Grantee's intended use thereof. If Grantee determines that the Parcel is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantor hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor.

## 2.6 Deposit of Funds and Documents.

A. Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantors through

Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

B. Prior to the Close of Escrow, Grantors shall deposit into Escrow (i) the properly executed Grant of Easement Deed (Road Dedication) conveying the Permanent Easement, a copy of which is attached to this Agreement as Attachment C; (ii) the Temporary Construction Easement which is attached to the Agreement as Attachment D and (iii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

#### 2.7 Grantee's Conditions Precedent to Close of Escrow.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantors set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantors shall timely perform all obligations required by the terms of this Agreement to be performed by them.

#### 2.8 Grantors' Conditions Precedent to Close of Escrow.

For the benefit of Grantors, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

### 3. POSSESSION OF PARCEL.

Grantors hereby agree that Grantee may take possession of the Parcel and begin construction of the works of improvement thereon as of the date of execution of this Agreement, prior to the Close of Escrow; if escrow should not close for any reason, or under the conditions specified in paragraph 2.2, or in paragraph 7, or in any other paragraph hereunder, Grantee shall have the right to continue in possession and construct the works of improvement, and the purchase price and terms shall be determined by agreement of the parties, or absent an agreement, by a form of arbitration agreed to by the parties, or if they cannot so agree, then Grantee will initiate an action in eminent domain in which the issue will be to determine the amount of compensation to be paid.

### 4. REPRESENTATIONS AND WARRANTIES OF GRANTORS.

Grantors make the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Parcel over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantors, Grantors' performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantors are at present parties, or by which Grantors are bound;

(c) Grantors will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantors' knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantors' knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Parcel or its use, and neither Grantors nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property, Grantors shall be solely responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water;

(g) In the event Grantors fail to remove said Hazardous Materials, contaminated soil and/or water, Grantee or its designee shall have the right to remove and dispose of said Hazardous Materials, contaminated soil and/or water at Grantors' sole cost and expense. Grantors shall immediately reimburse Grantee for costs and expenses incurred by Grantee for the removal and disposal of any Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor. Grantors further agree to indemnify and hold Grantee, its officers, employees, consultants and agents, harmless from any and all liability, costs, fines, penalties, charges and/or claims of any kind whatsoever related to the existence and removal of any Hazardous Materials, contaminated soil and/or water; and

(h) Grantors have and shall have paid before Close of Escrow any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Property. If not paid prior to Close of Escrow, Grantors hereby authorize Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantors an amount sufficient to discharge said taxes, assessments, penalties and interest. Unless the Parcel is assessed separately, Grantors also covenant and agree to keep current, year-by-year, all taxes, assessments, penalties and interest levied and assessed against the Parcel and the larger Property of which it is a part.

These representations and warranties shall survive the Close of Escrow.

5. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

A. Grantee shall repair and restore any improvements or land (other than the Parcel property and any improvements located thereon) belonging to Grantors that may be damaged by Grantee or Grantee's contractor during construction of the works of improvement for which the Parcel is conveyed, or, at Grantee's option, pay to Grantors the market value of such improvements, provided that this Section shall not be construed to require Grantee to pay for the use for which the Parcel is intended.

B. Grantee shall save harmless and indemnify Grantors against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Parcel is conveyed.

6. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantors, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Parcel by Grantee, and Grantors hereby expressly and unconditionally waive any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Parcel.

B. This Agreement arose out of Grantee's efforts to acquire the Parcel through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Parcel or of the Property or of liability by any party to this Agreement. Grantors, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Parcel or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantors further release and agree to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property. This release shall survive the Close of Escrow.

7. REMEDIES

If Grantors default under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee defaults under this Agreement, then Grantors may, at Grantors' option, terminate the Escrow or pursue any rights or remedies that Grantors may have at law or in equity.

8. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantors: Susan Sandelman as Trustee of the  
Mascot Trust and Susan Sandelman as  
Trustee of the Jefan Trust  
185 NW Spanish River Blvd., #100  
Boca Raton, FL 33431

Grantee: City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92842  
Attn: City Manager

With a copy to: Paragon Partners Ltd.  
Katella Smart Street  
5762 Bolsa Ave, Suite 201  
Huntington Beach, CA 92649  
Attn: Project Manager

c/o Kin Properties, Inc.  
185 NW Spanish River Blvd., #100  
Boca Raton, FL 33431  
Attn: Allen P. Lev, General Counsel

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

D. Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.



F. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (i) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of their agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of their agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Parcel and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Permanent Easement and the TCE.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Stanton.

M. Broker. Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

N. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED: July 15, 2008

Grantors:

Susan Sandelman as Trustee of the Mascot Trust

By: Susan Sandelman  
Susan Sandelman, Trustee

Susan Sandelman as Trustee of the Jefan Trust

By: Susan Sandelman  
Susan Sandelman, Trustee

DATED: \_\_\_\_\_

Grantee:

CITY OF GARDEN GROVE

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
By: Omar Sandoval  
Assist. City Attorney  
Date: 9-4-08

**EXHIBIT "A"**  
**AP #132-061-28**

LEGAL DESCRIPTION:

That portion of Parcel 3, in the City of Garden Grove, County of Orange, State of California, as shown on a map filed in Book 39, Page 10, of Parcel Maps, in the office of the County Recorder of said County, and more particularly described as follows:

**Westerly Parcel**






BEGINNING at the most westerly, northwest corner of said Parcel 3, as shown on a map filed in Book 39, Page 10, of Parcel Maps, in the office of the County Recorder of said County, said point being on the east line of Magnolia Avenue, 100.00 feet wide; thence, easterly along the north line of said Parcel 3, S 89°14'24" E, distant 8.00 feet to a point on a line parallel to and 8.00 feet easterly of the west line of Parcel 3; thence, southerly along said parallel line, S 00°16'26" W, distant 70.05 feet to an angle point; thence, southerly, S 05°21'13" W, distant 34.08 feet, to a point on the south line of said Parcel 3; thence, westerly along the said south line of Parcel 3, N 89°14'24" W, distant 4.98 feet to the most westerly, southwest corner of said Parcel 3; thence, northerly along said west line of Parcel 3, N 00°16'26" E, distant 104.02 feet to the POINT OF BEGINNING.

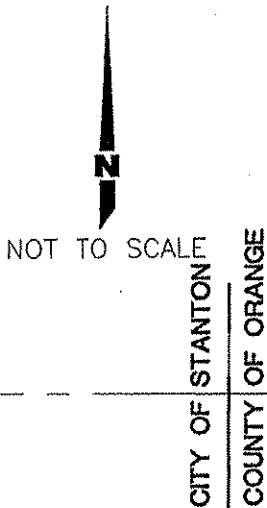
**Northerly Parcel**

BEGINNING at the most northerly, northwest corner of said Parcel 3, as shown on a map filed in Book 39, Page 10, of Parcel Maps, in the office of the County Recorder of said County, said point being on the south line of Katella Avenue, 120.00 feet wide; thence, southerly along the most northerly, west line of Parcel 3, S 00°16'26" W, distant 5.14 feet; thence, easterly, S 89°31'44" E, distant 8.69 feet to a point on a line parallel to and 6.00 feet southerly of the north line of said Parcel 3; thence, easterly along said parallel line, S 89°14'24" E, distant 80.00 feet to an angle point; thence, easterly, N 85°02'56" E, distant 22.99 feet to a point on the west line of Parcel 4, as shown on said map filed in Book 39, Page 10, of Parcel Maps; thence, northerly along said west line of Parcel 4, N 00°45'36" E, distant 3.71 feet to the northwest corner of said Parcel 4; thence, westerly along said north line of Parcel 3, N 89°14'24" W, distant 111.56 feet to the POINT OF BEGINNING.

EXHIBIT B  
AP #132-061-28

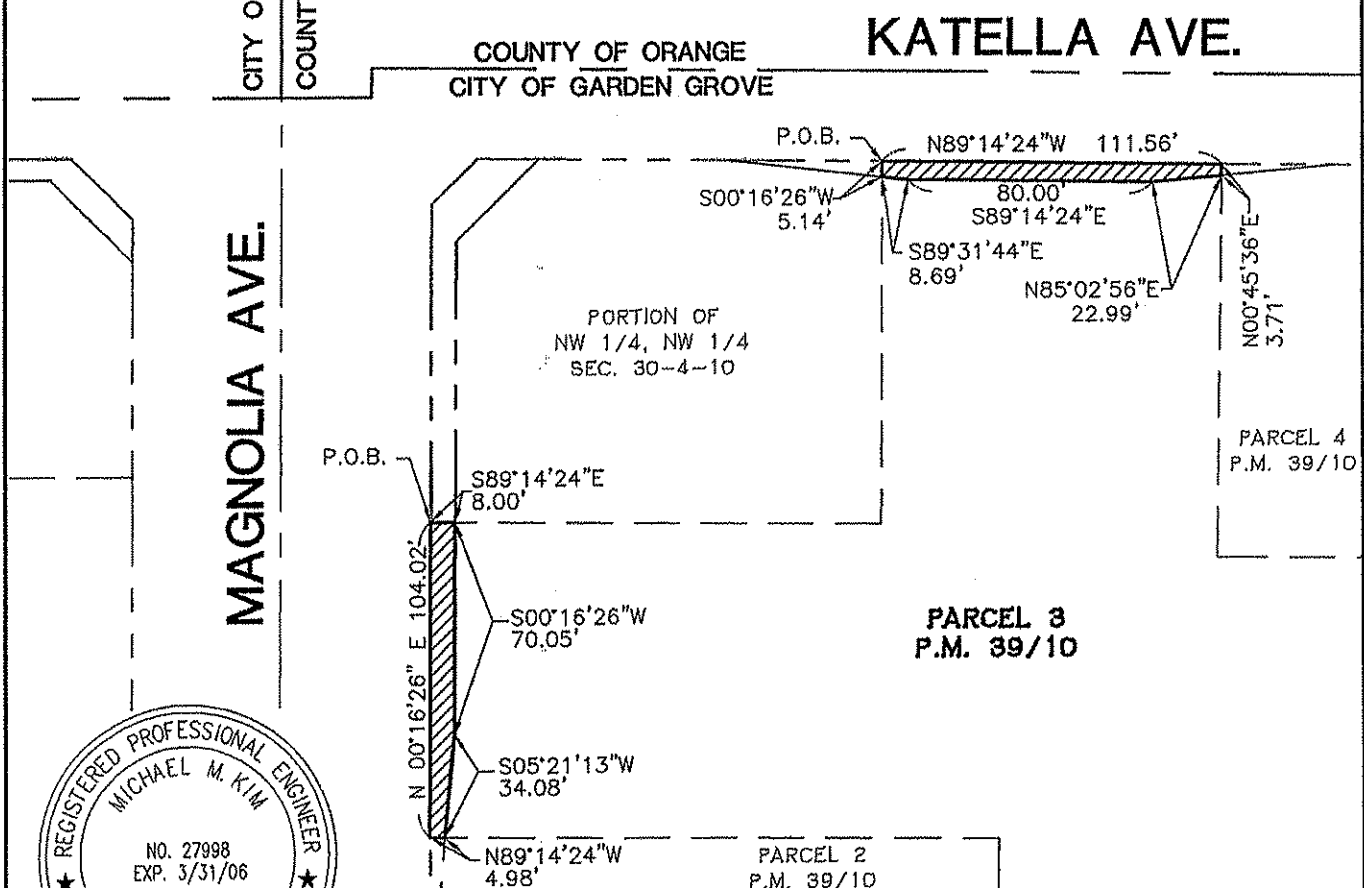
**LEGEND:**

-  EXISTING CENTER LINE
-  EXISTING LOT LINE
-  PROPOSED R/W LINE
-  EXISTING R/W LINE
-  TOTAL R/W TAKE



**BASIS OF BEARINGS:**

THE CENTERLINE OF KATELLA AVENUE BEING S89°14'24"E AS DESIGNATED BETWEEN GPS POINT #3504 AT MAGNOLIA AND GPS POINT #3006 AT GILBERT PER RECORDS ON FILE WITH THE ORANGE COUNTY SURVEYOR'S OFFICE.



**AREA SUMMARY:**

WESTERLY R/W TAKE = 780.91 SF  
 NORTHERLY R/W TAKE = 639.37 SF  
 TOTAL R/W TAKE = 1,420.28 SF

APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**A&E CONSULTANTS, INC.**  
 5661 BEACH BLVD., SUITE 101  
 BUENA PARK, CA 90621

**KATELLA AVENUE SMART STREET**  
 EAST & SOUTH OF SE CORNER OF MAGNOLIA/KATELLA INT.

DRWN: TM	CHKD: MK	DIS. MAP	R/W NO.
DATE: 02/05	DATE: 02/05		

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT "C"**  
**AP #132-061-28**

**T.C.E. LEGAL DESCRIPTION:**

That portion of Parcel 3, in the City of Garden Grove, County of Orange, State of California, as shown on a map filed in Book 39, Page 10, of Parcel Maps, in the office of the County Recorder of said County, and more particularly described as follows:

**Westerly Parcel**

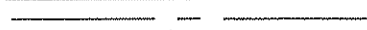
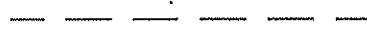
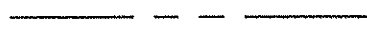
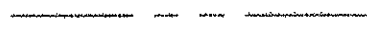
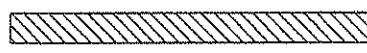

BEGINNING at the most westerly, northwest corner of said Parcel 3, as shown on a map filed in Book 39, Page 10, of Parcel Maps, in the office of the County Recorder of said County, said point being on the east line of Magnolia Avenue, 100.00 feet wide; thence, easterly along the north line of said Parcel 3, S 89°14'24" E, distant 8.00 feet to a point on a line parallel to and 8.00 feet easterly of the west line of Parcel 3, said point being the TRUE POINT OF BEGINNING; thence, easterly along said north line of Parcel 3, S 89°14'24" E, distant 5.00 feet to a point on a line parallel to and 13.00 feet easterly of the west line of Parcel 3; thence, southerly along said parallel line, 13.00 feet easterly of the west line of Parcel 3, S 00°16'26" W, distant 70.01 feet to an angle point; thence, southerly, S 05°21'13" W, distant 34.12 feet, to a point on the south line of said Parcel 3; thence, westerly along the said south line of Parcel 3, N 89°14'24" W, distant 5.00 feet; thence, northerly, N 05°21'13" E, distant 34.08 feet to a point on said parallel line, 8.00 feet easterly of the west line of Parcel 3; thence, northerly along said parallel line, 8.00 feet easterly of the west line of Parcel 3, N 00°16'26" E, distant 70.05 feet to the TRUE POINT OF BEGINNING.

**Northerly Parcel**

BEGINNING at the most northerly, northwest corner of said Parcel 3, as shown on a map filed in Book 39, Page 10, of Parcel Maps, in the office of the County Recorder of said County; said point being on the south line of Katella Avenue, 120.00 feet wide; thence, southerly along the most northerly, west line of Parcel 3, S 00°16'26" W, distant 5.14 feet to the TRUE POINT OF BEGINNING; thence, southerly along said west line of Parcel 3, S 00°16'26" W, distant 12.86 feet to a point on a line parallel to and 18.00 feet southerly of the north line of said Parcel 3; thence, easterly along said parallel line, 18.00 feet southerly of the north line of Parcel 3, S 89°14'24" E, distant 111.41 feet to a point on the west line of Parcel 4, as shown on said map filed in Book 39, Page 10, of Parcel Maps; thence, northerly along said west line of Parcel 4, N 00°45'36" E, distant 14.29 feet; thence, westerly, S 85°02'56" W, distant 22.99 feet to a point on a line parallel to and 6.00 feet southerly of said north line of Parcel 3; thence, westerly along said parallel line, 6.00 feet southerly of the north line of Parcel 3, N 89°14'24" W, distant 80.00 feet to an angle point; thence, westerly, N 89°31'44" W, distant 8.69 feet to the TRUE POINT OF BEGINNING.

EXHIBIT D  
 AP #132-061-28 (T.C.E.)

**LEGEND:**

-  EXISTING CENTER LINE
-  EXISTING LOT LINE
-  PROPOSED R/W LINE
-  EXISTING R/W LINE
-  TOTAL R/W TAKE
-  TEMPORARY CONST. EASEMENT

**BASIS OF BEARINGS:**

THE CENTERLINE OF KATELLA AVENUE BEING S89°14'24"E AS DESIGNATED BETWEEN GPS POINT #3504 AT MAGNOLIA AND GPS POINT #3006 AT GILBERT PER RECORDS ON FILE WITH THE ORANGE COUNTY SURVEYOR'S OFFICE.

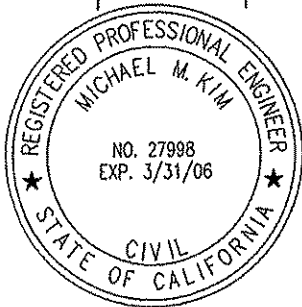
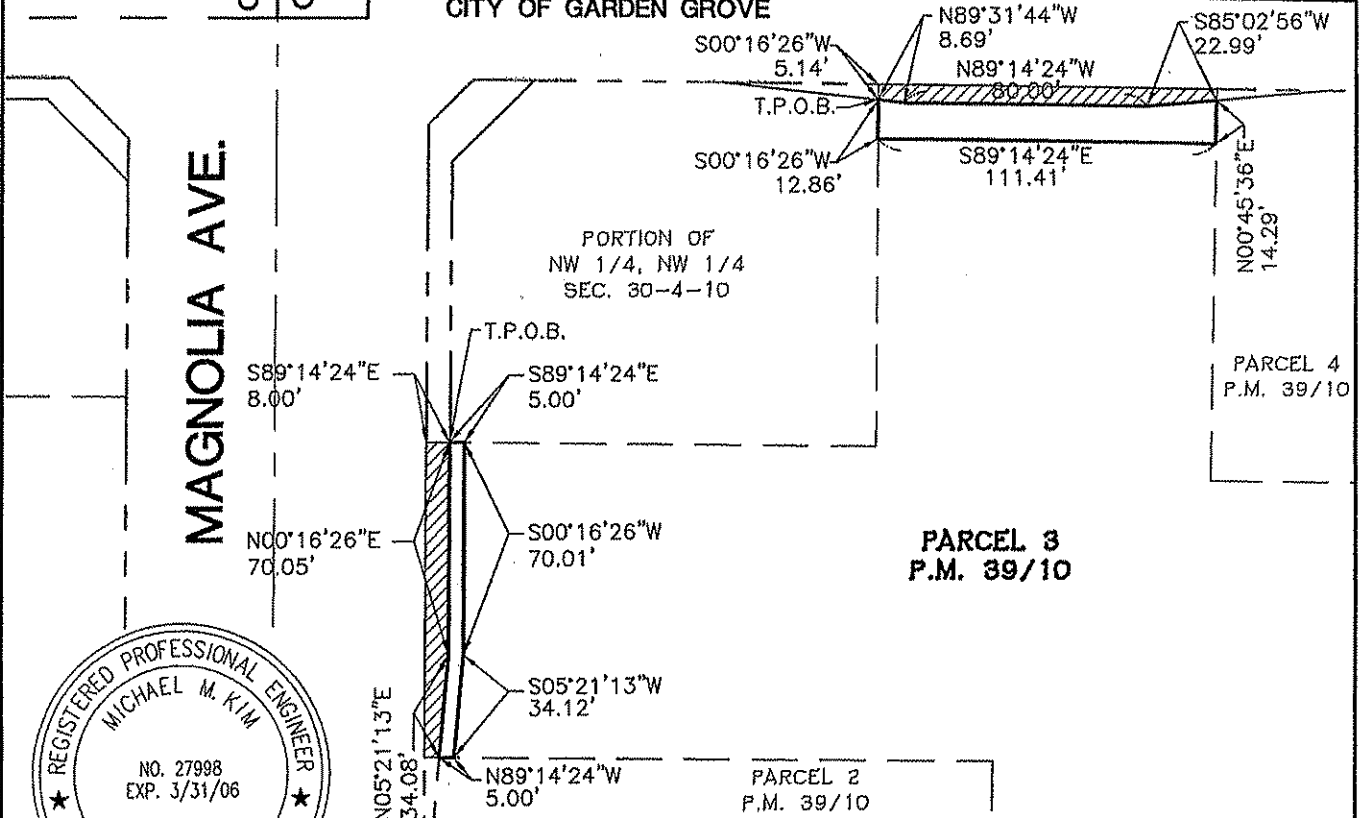
NOT TO SCALE



CITY OF STANTON  
 COUNTY OF ORANGE

COUNTY OF ORANGE  
 CITY OF GARDEN GROVE

**KATELLA AVE.**



**AREA SUMMARY:**

WESTERLY T.C.E. TAKE = 519.97 SF  
 NORTHERLY T.C.E TAKE = 1,367.33 SF  
 TOTAL T.C.E. TAKE = 1,887.30 SF

APPROVED BY: \_\_\_\_\_

DATE \_\_\_\_\_

**A&E CONSULTANTS, INC.**

5661 BEACH BLVD., SUITE 101  
 BUENA PARK, CA 90621

**KATELLA AVENUE SMART STREET  
 EAST & SOUTH OF SE CORNER OF MAGNOLIA/KATELLA INT.**

DRWN: TM

CHKD: MK

DIS. MAP

R/W NO.

DATE: 02/05

DATE: 02/05

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

AGREEMENT  
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between In Sik Shin and In Sook Shin, husband and Wife as joint tenants ("Grantor") and the CITY OF GARDEN GROVE, a municipal corporation ("Grantee").

RECITALS

A. Grantors own certain real property located at 11012 Magnolia Street in the City of Garden Grove, California, bearing Assessor Parcel No. 132-061-29 (the "Property").

B. Grantee desires to purchase a Permanent Easement in a portion of the Property and Grantors desire to sell and convey an easement in a portion of the Property as described and depicted in "Attachment 1", and a Temporary Construction Easement described and depicted in "Attachment 2", both of which are attached hereto (together, the "Parcel").

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Parcel.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

Grantee agrees to buy and Grantors agree to sell and convey the Parcel for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be the just compensation for the Parcel.

2. ESCROW.

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Lawyers Title Company (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Parcel. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 Purchase Price.

The total purchase price for the Parcel shall be the lump sum of THIRTEEN THOUSAND FOUR HUNDRED DOLLARS (\$13,400.00), which shall be paid by Grantee to Grantors through Escrow Holder in cash at Close of Escrow.

2.2 Close of Escrow.

Escrow shall close on or before sixty (60) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in Paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

### 2.3 Condition of Title to the Parcel.

Grantors shall convey title to the Parcel to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Parcel only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Parcel at or prior to the Close of Escrow.

### 2.4 Escrow and Closing Costs.

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

### 2.5 Investigations.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Parcel for Grantee's intended use thereof. Notwithstanding the foregoing, any environmental investigation shall be limited to a Phase I study and in no event shall Grantee permit any borings, drillings or samplings to be performed in connection with any such investigation. If Grantee determines that the Parcel is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantor hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor.

### 2.6 Deposit of Funds and Documents.



A. Prior to Close of Escrow, Grantee shall deposit into Escrow (I) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantors through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

B. Prior to the Close of Escrow, Grantors shall deposit into Escrow (I) the properly executed Grant of Easement Deed (Road Dedication) conveying the Permanent Easement, a copy of which is attached to this Agreement as Attachment C; (ii) the Temporary Construction Easement which is attached to the Agreement as Attachment D and (iii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.7 Grantee's Conditions Precedent to Close of Escrow.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantors set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantors shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.8 Grantors' Conditions Precedent to Close of Escrow.

(a) All representations and warranties of Grantee set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) For the benefit of Grantors, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

3. [intentionally omitted]

4. REPRESENTATIONS AND WARRANTIES OF GRANTORS.

Grantors make the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Parcel over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantors, Grantors' performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantors are at present parties, or by which Grantors are bound;

(c) Grantors will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantors' knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantors' knowledge, (i) the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Parcel or its use, and (ii) neither Grantors nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials") in violation of applicable law. For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property which existed prior to the Close of Escrow and which condition was not caused by Grantee or any of its agents or invitees, Grantee shall not be responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water;

(g) [intentionally omitted]

(h) [intentionally omitted]

## 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTEE.

A. Grantee shall repair, replace or restore any improvements or land (other than the Parcel property depicted and described on "Attachment 1" and any improvements located thereon) located in, on or about the Property or an Adjacent Property (as defined below) that may be damaged or destroyed by reason of any work being performed by Grantee or Grantee's contractor, provided that this Section shall not be construed to require Grantee to pay for the use for which the Parcel is intended. Such repair, replacement or restoration shall be in a manner such that such damaged or destroyed improvement or land is restored to its value, condition and character immediately prior to such damage or destruction. Without limiting the generality of the foregoing, the Grantee shall repair and restore any and all damage to any signage or pylon located on the Property or an Adjacent Property.

B. Grantee shall, to the extent fully permitted by law, defend, save harmless and indemnify Grantors and their respective agents, heirs and assignees against any and all claims, demands, suits, judgments, fines, penalties, liabilities, expenses, and costs (including, without

limitation, reasonable attorneys fees) (a) incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor, employees, invitees and agents in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Parcel is conveyed, (b) arising out of or relating to the use, possession or construction of the Property or the Parcel by Grantee or its agents, invitees and employees, (c) arising out of the improvements to the Parcel or the Property made by Grantee or Grantee's contractor or (d) arising out of a breach of any representation or covenant contained in this Agreement by Grantee.

C. Grantee shall cause any person or entity performing any improvement on, in or about the Property or the Parcel on behalf of the Grantee or any of its contractors to obtain (a) commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with financially sound and reputable insurers naming Grantors as additional insureds against claims for bodily injury, personal injury and property damage arising out of such work and (b) workers compensation insurance in such amounts as required by law.

D. Grantee hereby acknowledge that Grantor has made no representation or warranty, expressed or implied, whatsoever regarding the Property or the Parcel, or the suitability of the Property or the Parcel for any intended use, except as explicitly set forth in this Agreement.

E. Grantee shall not, and shall cause its agents, invitees, employees and contractors to not, materially interfere with the use and occupancy of the Property by the Grantors, Grantors' tenants and their respective invitees, including, without limitation, ingress and egress to the Property or any real property which is part of the shopping center in which the Property is located (an "Adjacent Property"), including, without limitation ingress and egress onto the Property by motor vehicle from Katella Avenue onto the Property's parking lot adjacent to Katella Avenue.

## 6. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantors, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Parcel by Grantee, and Grantors hereby expressly and unconditionally waive any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Parcel.

B. This Agreement arose out of Grantee's efforts to acquire the Parcel through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Parcel or of the Property or of liability by any party to this Agreement. Grantors, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Parcel or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Subject to Section 5 above, Grantors further release and agree to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property.

This release shall survive the Close of Escrow.

7. REMEDIES

If Grantors default under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee defaults under this Agreement, then Grantors may, at Grantors' option, terminate the Escrow or pursue any rights or remedies that Grantors may have at law or in equity.

8. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited with a nationally recognized overnight courier for next business day delivery with postage prepaid, and addressed as follows:

Grantors:	In Sik Shin and In Sook Shin 144 Cornell Avenue Berkeley Heights, NJ 07922
With a copy to:	Silverman Sclar Shin & Byrne PLLC 381 Park Avenue South New York, NY 10016
Grantee:	City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92842 Attn: City Manager
With a copy to:	Paragon Partners Ltd. Katella Smart Street 5762 Bolsa Ave, Suite 201 Huntington Beach, CA 92649 Attn: Project Manager

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by nationally recognized overnight courier for next business date delivery shall be deemed to have been effectively served or delivered on the immediately following business day following the deposit of said notice or other documents with such overnight courier.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

D. Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (i) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of their agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of their agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Parcel and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Permanent Easement and the TCE.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Stanton.

M. Broker. Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs

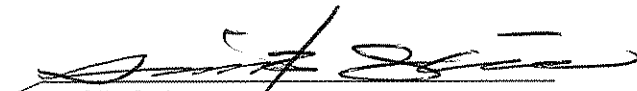
and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

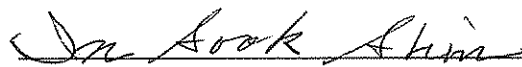
N. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED: July 19, 2008

Grantors:

  
In Sik Shin

  
In Sook Shin

DATED: \_\_\_\_\_

Grantee:

CITY OF GARDEN GROVE

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
By: Anna Vardavas  
Assist. City Attorney  
Date: 9-4-08

**EXHIBIT "A"**  
**AP #132-061-29**

LEGAL DESCRIPTION:

That portion of Parcel 4, in the City of Garden Grove, County of Orange, State of California, as shown on a map filed in Book 39, Page 10, of Parcel Maps, in the office of the County Recorder of said County, and more particularly described as follows:

BEGINNING at the northwest corner of said Parcel 4, as shown on a map filed in Book 39, Page 10, of Parcel Maps, in the office of the County Recorder of said County; thence, easterly along the north line of said Parcel 4, S 89°14'24" E, distant 37.13 feet; thence westerly, S 85°02'56" W, distant 37.31 feet, to a point on the west line of said Parcel 4; thence, northerly along said west line of Parcel 4, N 00°45'36" E, distant 3.71 feet, to the POINT OF BEGINNING.

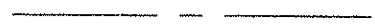
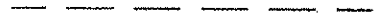



---

EXHIBIT B  
AP #132-061-29



NOT TO SCALE

**LEGEND:**

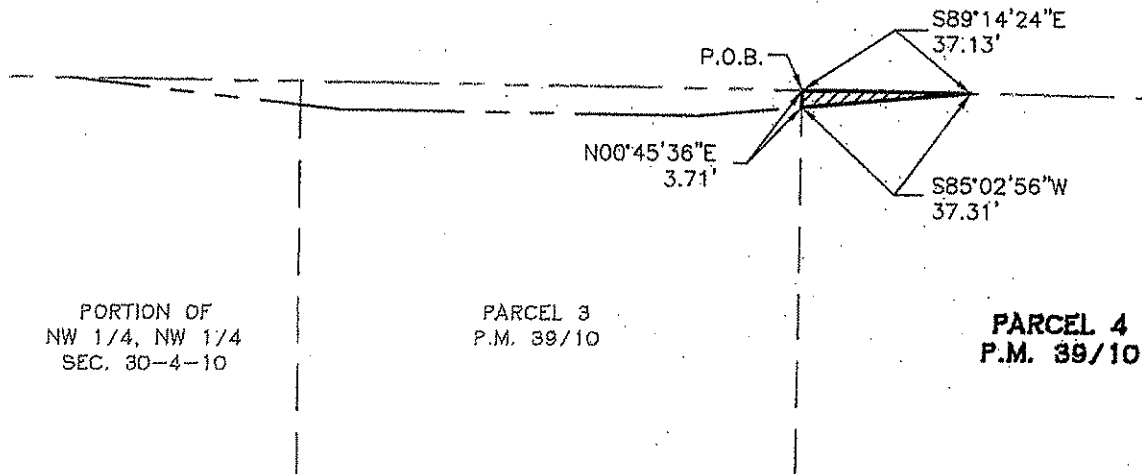
-  EXISTING CENTER LINE
-  EXISTING LOT LINE
-  PROPOSED R/W LINE
-  EXISTING R/W LINE
-  TOTAL R/W TAKE

**BASIS OF BEARINGS:**

THE CENTERLINE OF KATELLA AVENUE BEING S89°14'24"E AS DESIGNATED BETWEEN GPS POINT #3504 AT MAGNOLIA AND GPS POINT #3006 AT GILBERT PER RECORDS ON FILE WITH THE ORANGE COUNTY SURVEYOR'S OFFICE.

**KATELLA AVE.**

COUNTY OF ORANGE  
CITY OF GARDEN GROVE



PORTION OF  
NW 1/4, NW 1/4  
SEC. 30-4-10

PARCEL 3  
P.M. 39/10

PARCEL 4  
P.M. 39/10



**AREA SUMMARY:**

TOTAL R/W TAKE = 68.93 SF

APPROVED BY: \_\_\_\_\_  
DATE \_\_\_\_\_

**A&E CONSULTANTS, INC.**  
5661 BEACH BLVD., SUITE 101  
BUENA PARK, CA 90621

**KATELLA AVENUE SMART STREET**  
EAST OF SE CORNER OF MAGNOLIA/KATELLA INTERSECTION

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DRWN: TM	CHKD: MK	DIS. MAP	R/W NO.
DATE: 02/05	DATE: 02/05		



**EXHIBIT "C"**  
**AP #132-061-29**

T.C.E. LEGAL DESCRIPTION:

That portion of Parcel 4, in the City of Garden Grove, County of Orange, State of California, as shown on a map filed in Book 39, Page 10, of Parcel Maps, in the office of the County Recorder of said County, and more particularly described as follows:

BEGINNING at the northwest corner of said Parcel 4, as shown on a map filed in Book 39, Page 10, of Parcel Maps, in the office of the County Recorder of said County; thence, southerly along the west line of said Parcel 4, S 00°45'36" W, distant 3.71 feet to the TRUE POINT OF BEGINNING; thence, easterly, N 85°02'56" E, distant 37.31 feet to a point on the north line of said Parcel 4; thence, easterly along said north line of Parcel 4, S 89°14'24" E, distant 2.49 feet; thence, southerly at right angle to said north line of Parcel 4, S 00°45'36" W, distant 10.00 feet to a point on a line parallel to and 10.00 feet southerly of said north line of Parcel 4; thence, westerly along said parallel line, 10.00 feet southerly of north line of Parcel 4, N 89°14'24" W, distant 11.62 feet; thence, southerly at right angle to said north line of Parcel 4, S 00°45'36" W, distant 8.00 feet to a point on a line parallel to and 18.00 feet southerly of said north line of Parcel 4; thence, westerly along said parallel line, 18.00 feet southerly of north line of Parcel 4, N 89°14'24" W, distant 28.00 feet to a point on said west line of Parcel 4; thence, northerly along said west line of Parcel 4, N 00°45'36" E, distant 14.29 feet, to the TRUE POINT OF BEGINNING.

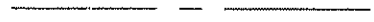
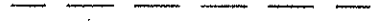
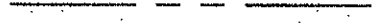

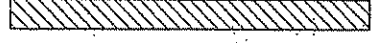

---

EXHIBIT D  
 AP #132-061-29 (T.C.E.)



NOT TO SCALE

**LEGEND:**

-  EXISTING CENTER LINE
-  EXISTING LOT LINE
-  PROPOSED R/W LINE
-  EXISTING R/W LINE
-  TOTAL R/W TAKE
-  TEMPORARY CONST. EASEMENT

**BASIS OF BEARINGS:**

THE CENTERLINE OF KATELLA AVENUE BEING S89°14'24"E AS DESIGNATED BETWEEN GPS POINT #3504 AT MAGNOLIA AND GPS POINT #3006 AT GILBERT PER RECORDS ON FILE WITH THE ORANGE COUNTY SURVEYOR'S OFFICE.

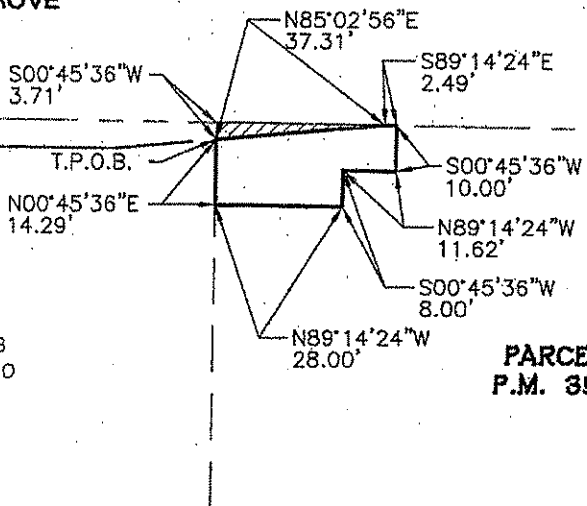
**KATELLA AVE.**

COUNTY OF ORANGE  
 CITY OF GARDEN GROVE

PORTION OF  
 NW 1/4, NW 1/4  
 SEC. 30-4-10

PARCEL 3  
 P.M. 39/10

PARCEL 4  
 P.M. 39/10



**AREA SUMMARY:**

TOTAL T.C.E. TAKE = 551.29 SF

APPROVED BY: \_\_\_\_\_  
 \_\_\_\_\_ DATE

**A&E CONSULTANTS, INC.**  
 5661 BEACH BLVD., SUITE 101  
 BUENA PARK, CA 90621

**KATELLA AVENUE SMART STREET**  
**EAST OF SE CORNER OF MAGNOLIA/KATELLA INTERSECTION**

\_\_\_\_\_  
 SIGNATURE DATE

DRWN: TM CHKD: MK  
 DATE: 02/05 DATE: 02/05

DIS. MAP

R/W NO.

AGREEMENT  
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between HAMID RAFIZADEH, MEHRDAD GANJEH, PARIDOKT BAKTIARI AND SHANTIA SHIRAZI, TRUSTEES OF THE MOSTAFA SHIRAZI LIVING TRUST DATED SEPTEMBER 9, 2003, SUBJECT TO ITEM NO. 8 OF SCHEDULE B, SECTION B ("Grantor") and the CITY OF GARDEN GROVE, a municipal corporation ("Grantee").

RECITALS

A. Grantors own certain real property located at 8912 Katella Avenue in the City of Garden Grove, California, bearing Assessor Parcel No. 132-041-20 (the "Property").

B. Grantee desires to purchase a Permanent Easement in a portion of the Property and Grantors desire to sell and convey an easement in a portion of the Property as described in "Exhibit A" and depicted in "Exhibit B", all of which are attached hereto (together, the "Parcel").

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Parcel.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

Grantee agrees to buy and Grantors agree to sell and convey the Parcel for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be the just compensation for the Parcel.

2. ESCROW.

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Lawyers Title Company (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Parcel. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 Purchase Price.

The total purchase price for the Parcel shall be the lump sum of SEVENTY EIGHT THOUSAND ONE HUNDRED DOLLARS (\$78,100.00), which shall be paid by Grantee to Grantors through Escrow Holder in cash at Close of Escrow.

## 2.2 Close of Escrow.

Escrow shall close on or before sixty (60) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in Paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

## 2.3 Condition of Title to the Parcel.

Grantors shall convey title to the Parcel to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Parcel only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Parcel at or prior to the Close of Escrow.

## 2.4 Escrow and Closing Costs.

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

## 2.5 Investigations.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Parcel for Grantee's intended use thereof. If Grantee determines that the Parcel is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantor hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor.

## 2.6 Deposit of Funds and Documents.

A. Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantors through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

B. Prior to the Close of Escrow, Grantors shall deposit into Escrow (I) the properly executed Grant of Easement Deed (Road Dedication) conveying the Permanent Easement, a copy of which is attached to this Agreement as Attachment C; (ii) the Temporary Construction Easement which is attached to the Agreement as Attachment D and (iii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.7 Grantee's Conditions Precedent to Close of Escrow.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantors set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantors shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.8 Grantors' Conditions Precedent to Close of Escrow.

For the benefit of Grantors, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

3. POSSESSION OF PARCEL.

Grantors hereby agree that Grantee may take possession of the Parcel and begin construction of the works of improvement thereon as of the date of execution of this Agreement, prior to the Close of Escrow; if escrow should not close for any reason, or under the conditions specified in paragraph 2.2, or in paragraph 7, or in any other paragraph hereunder, Grantee shall have the right to continue in possession and construct the works of improvement, and the purchase price and terms shall be determined by agreement of the parties, or absent an agreement, by a form of arbitration agreed to by the parties, or if they cannot so agree, then Grantee will initiate an action in eminent domain in which the issue will be to determine the amount of compensation to be paid.

4. REPRESENTATIONS AND WARRANTIES OF GRANTORS.

Grantors make the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Parcel over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantors, Grantors' performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantors are at present parties, or by which Grantors are bound;

(c) Grantors will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantors' knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantors' knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Parcel or its use, and neither Grantors nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property, Grantors shall be solely responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water;

(g) In the event Grantors fail to remove said Hazardous Materials, contaminated soil and/or water, Grantee or its designee shall have the right to remove and dispose of said Hazardous Materials, contaminated soil and/or water at Grantors' sole cost and expense. Grantors shall immediately reimburse Grantee for costs and expenses incurred by Grantee for the removal and disposal of any Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor. Grantors further agree to indemnify and hold Grantee, its officers, employees, consultants and agents, harmless from any and all liability, costs, fines, penalties, charges and/or claims of any kind whatsoever related to the existence and removal of any Hazardous Materials, contaminated soil and/or water; and

(h) Grantors have and shall have paid before Close of Escrow any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Property. If not paid prior to Close of Escrow, Grantors hereby authorize Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantors an amount sufficient to discharge said taxes, assessments, penalties and interest. Unless the Parcel is assessed separately, Grantors also covenant and agree to keep current, year-by-year, all taxes, assessments, penalties and interest levied and assessed against the Parcel and the larger Property of which it is a part.

These representations and warranties shall survive the Close of Escrow.

5. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

A. Grantee shall repair and restore any improvements or land (other than the Parcel property and any improvements located thereon) belonging to Grantors that may be damaged by Grantee or Grantee's contractor during construction of the works of improvement for which the Parcel is conveyed, or, at Grantee's option, pay to Grantors the market value of such improvements, provided that this Section shall not be construed to require Grantee to pay for the use for which the Parcel is intended.

B. Grantee shall save harmless and indemnify Grantors against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Parcel is conveyed.

6. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantors, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Parcel by Grantee, and Grantors hereby expressly and unconditionally waive any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Parcel.

B. This Agreement arose out of Grantee's efforts to acquire the Parcel through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Parcel or of the Property or of liability by any party to this Agreement. Grantors, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Parcel or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantors further release and agree to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property. This release shall survive the Close of Escrow.

7. REMEDIES

If Grantors default under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee defaults under this Agreement, then Grantors may, at Grantors' option, terminate the Escrow or pursue any rights or remedies that Grantors may have at law or in equity.

8. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantors: Mark Bidwell  
2021 Business Center Drive, Suite 207  
Irvine, CA 92612

Grantee: City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92842  
Attn: City Manager

With a copy to: Paragon Partners Ltd.  
Katella Smart Street  
5762 Bolsa Ave, Suite 201  
Huntington Beach, CA 92649  
Attn: Project Manager

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90650  
Attn: City Manager

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

D. Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.



F. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (i) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of their agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of their agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Parcel and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Permanent Easement and the TCE.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Stanton.


M. Broker. Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

N. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED: 6.17.2008

Grantors:

  
Mark Bidwell, Trustee

---

DATED: \_\_\_\_\_

Grantee:

CITY OF GARDEN GROVE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk


APPROVED AS TO FORM  
By:   
Assist. City Attorney  
Date: 9-4-08

EXHIBIT A

LEGAL DESCRIPTION

KATELLA AVENUE

Project No.: Z5

Parcel No.: 211

(Road Easement)

That portion of Section 25, Township 4 South, Range 11 West, of the Rancho Las Coyotes, in the City of Garden Grove, County of Orange, State of California, as shown on the map filed in book 51, page 11 of Miscellaneous Maps in the office of the County Recorder of said county, described in the deed to Mostafa Shirazi et ux., recorded on December 4, 1997 as Document No. 19970623220 of Official Records in the office of said County Recorder, being strip of land, 20.00 feet wide, the southerly line of said strip of land being parallel with and 60.00 feet southerly from the centerline of Katella Avenue, as said centerline is shown on Tract No. 11015 per map filed in book 476, pages 41 and 42 of Miscellaneous Maps in the office of said County Recorder.

Containing 2640 Square Feet, more or less.

See EXHIBIT B attached and by reference made a part.

APPROVED

John D. Pavlik Date: 4/3/08  
John D. Pavlik L.S. 5168  
Expiration Date: June 30, 2009



EXHIBIT B

NO.	BEARING	DISTANCE
①	S. 89°14'45"W.	28.00'
②	N. 79°26'39"W.	35.69'
③	N. 89°14'45"E.	63.00'
④	S. 0°45'15"E.	7.00'
⑤	S. 0°45'15"E.	17.00'
⑥	N. 89°14'45"E.	63.00'
⑦	N. 0°45'15"W.	10.00'



City of Stanton Bdry.  
Uninc. Area Bdry.

Uninc. Area Bdry.  
City of Stanton Bdry.

City of Stanton Bdry.  
Uninc. Area Bdry.

STREET

Ⓢ per Tract No. 11015  
M.M. 476/41,42

KATELLA

N. 89°14'45"E.

AVENUE

24 19  
25 30

Uninc. Area Bdry.

City of Stanton Bdry.

City of Garden Grove Bdry.

City of Garden Grove Bdry.

211

210.1

Mostafa Shirazi  
AP. 132-041-20  
Doc. No. 19970623220

Sensenbrenner, Gilles  
Trust  
AP. 132-041-21  
Doc. No. 20010525416

Ptn. NE. 1/4, NE. 1/4, Sec., 25,  
T. 4 S., R. 11 W.

TRACT

M.M.

NO.

15296

745/1-4

POINSETTIA

LANE

MAGNOLIA

ORANGE COUNTY RESOURCES & DEVELOPMENT MANAGEMENT DEPT. - RIGHT OF WAY ENGINEERING  
RIGHT OF WAY MAP - COMPILED FROM PUBLIC RECORDS

PROJECT: KATELLA AVENUE (Z5) Parcels 210, 210.1 and 211	SCALE: 1" = 80'	ID # 2008-004
PREP. BY: Nirund	CHKD. BY: S.M.H.	DATE: March 2008
EST.: Easement	REC. DATE:	O.R.

MARK W. BIDWELL, SBN: 207270  
2041 Business Center Dr., Suite 211  
Irvine, California 92612  
TEL: (949) 474-0961  
FAX: (949) 474-0963

Attorney for Minoo Agahakazem Shirazi

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
LAMOREAUX JUSTICE CENTER

**JAN 29 2008**

ALAN SLATER, Clerk of the Court

*L. Kongskaard*  
BY L. KONGSKAARD

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE – LAMOREAUX JUSTICE CENTER

In re

The Mostafa Shirazi Loving Trust, dated  
September 9, 2003

CASE NO. A234581

ORDER ON PETITION TO APPOINT  
SUCCESSOR TRUSTEE

DATE: December 7, 2007  
TIME: 9:00 a.m.  
DEPT: L73

**COPY**

1 A hearing was heard on December 7, 2007 in Department L73 before the  
2 Honorable Randall J. Sherman on Petition to appoint a successor trustee to the  
3 Mostafa Shirazi Loving Trustee established September 9, 2003;

4 The following people made their appearances before the court: Mark Bidwell,  
5 attorney for Minoo Shirazi the guardian ad litem, for the minor Kamran Shirazi; Mark  
6 Baskett, representing three of the four co-trustees; Hamid Rafizadeh, Mehrdad  
7 Ganjeh, and Paridokht Bakhtiari; Timothy O'Connor and Norman Schmeltzer from the  
8 Law Firm of O'Connor and Schmeltzer, a Law Corporation, representing Mrs. Yolany  
9 Shirazi, the omitted spouse and guardian ad litem of the minor, Dariush Shirazi and  
10 Jayson Marasigan of the Law Firm of Dack, Marasigan & Flores, LLP, representing  
11 Shantia Shirazi, a Co-Trustee and beneficiary of the Trust.

12 Also present were Yolany Shirazi, Dariush Shirazi, Minoo Shirazi and Kamran  
13 Shirazi.

14 The court hereby finds the Petition for an order approving the resignation of the  
15 current serving four co-trustees; Hamid Rafizadeh, Mehrdad Ganjeh, Paridokht  
16 Bakhtiari and Shantia Shirazi and the appointment of Mark W. Bidwell as Successor  
17 Trustee to the Mostafa Shirazi Loving Trust as set forth in the Settlement Agreement  
18 and Mutual Release between the Trustees filed with the Petition is fair, reasonable  
19 and in the best interest of all parties including the beneficiaries of the Trust.

20 **THE COURT ORDERS**

21 1. The Court approves the resignation of the current serving four co-trustees;  
22 Hamid Rafizadeh, Mehrdad Ganjeh, Paridokht Bakhtiari and Shantia Shirazi.

23 2. The Court appoints Mark Bidwell as Successor Trustee.

24 3. During the term of the Trust, the Trust must remain under the jurisdiction and  
25 supervision of this Court. The Trust may not be removed therefrom as long as Mark  
26 Bidwell remains trustee, or unless the surety bond is exonerated.

27 4. Biennial accounts must be filed with and approved by this court. A final  
28 accounting and bond exonerated are required when a successor or replacement

- 1 trustee is appointed or when final distribution occurs.
- 2 5. Biennial accounts must be filed concurrently with biennial accounts of the
- 3 Guardianship of Kamran Shirazi.
- 4 6. The assets of the Trust are to be used for the support of the minor, Kamran
- 5 Shirazi
- 6 7. Bond is ordered and fixed in the amount of \$1,663,300.
- 7 8. Mark Bidwell is to provide a full accounting of attorney fees paid from the Trust.
- 8 9. No additional attorney<sup>of trustee</sup> fees are to be paid from the Trust funds without prior
- 9 approval and order of this Court.

10 IT IS SO ORDERED.

11  
12 Dated: JAN 29 2008

13 *Randall J. Sherman*  
14 Judge of the Superior Court  
15 Randall J. Sherman *JCS*

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

AGREEMENT  
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between GARO BALIKJI, A SINGLE MAN ("Grantor") and the CITY OF GARDEN GROVE, a municipal corporation ("Grantee").

RECITALS

A. Grantor own certain real property located at 8512 Katella Avenue in the County of Orange, California, bearing Assessor Parcel No. 132-013-01 (the "Property").

B. Grantee desires to purchase a Permanent Easement in a portion of the Property and Grantor desire to sell and convey an easement in a portion of the Property as described in "Exhibit A" and depicted "Exhibit B", and a Temporary Construction Easement described in "Exhibit C" and depicted in "Exhibit B", all of which are attached hereto (together, the "Parcel").

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Parcel.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

Grantee agrees to buy and Grantor agree to sell and convey the Parcel for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be the just compensation for the Parcel.

2. ESCROW.

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Lawyers Title Company (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Parcel. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 Purchase Price.

The total purchase price for the Parcel shall be the lump sum of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500.00), which shall be paid by Grantee to Grantor through Escrow Holder in cash at Close of Escrow.



## 2.2 Close of Escrow.

Escrow shall close on or before sixty (60) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in Paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

## 2.3 Condition of Title to the Parcel.

Grantor shall convey title to the Parcel to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Parcel only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Parcel at or prior to the Close of Escrow.

## 2.4 Escrow and Closing Costs.

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

## 2.5 Investigations.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Parcel for Grantee's intended use thereof. If Grantee determines that the Parcel is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantor hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor.

## 2.6 Deposit of Funds and Documents.

A. Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

B. Prior to the Close of Escrow, Grantor shall deposit into Escrow (i) the properly executed Grant of Easement Deed (Road Dedication) conveying the Permanent Easement, a copy of which is attached to this Agreement as Attachment C; (ii) the Temporary Construction Easement which is attached to the Agreement as Attachment D and (iii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.7 Grantee's Conditions Precedent to Close of Escrow.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.8 Grantor's Conditions Precedent to Close of Escrow.

For the benefit of Grantor, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

3. POSSESSION OF PARCEL.

Grantor hereby agree that Grantee may take possession of the Parcel and begin construction of the works of improvement thereon as of the date of execution of this Agreement, prior to the Close of Escrow; if escrow should not close for any reason, or under the conditions specified in paragraph 2.2, or in paragraph 7, or in any other paragraph hereunder, Grantee shall have the right to continue in possession and construct the works of improvement, and the purchase price and terms shall be determined by agreement of the parties, or absent an agreement, by a form of arbitration agreed to by the parties, or if they cannot so agree, then Grantee will initiate an action in eminent domain in which the issue will be to determine the amount of compensation to be paid.

4. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

Grantor make the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Parcel over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is a present party, or by which Grantor are bound;

(c) Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantor's knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Parcel or its use, and neither Grantor nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property, Grantor shall be solely responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water;

(g) In the event Grantor fail to remove said Hazardous Materials, contaminated soil and/or water, Grantee or its designee shall have the right to remove and dispose of said Hazardous Materials, contaminated soil and/or water at Grantor's sole cost and expense. Grantor shall immediately reimburse Grantee for costs and expenses incurred by Grantee for the removal and disposal of any Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor. Grantor further agree to indemnify and hold Grantee, its officers, employees, consultants and agents, harmless from any and all liability, costs, fines, penalties, charges and/or claims of any kind whatsoever related to the existence and removal of any Hazardous Materials, contaminated soil and/or water; and

(h) Grantor have and shall have paid before Close of Escrow any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Property. If not paid prior to Close of Escrow, Grantor hereby authorize Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest. Unless the Parcel is assessed separately, Grantor also covenant and agree to keep current, year-by-year, all taxes, assessments, penalties and interest levied and assessed against the Parcel and the larger Property of which it is a part.

These representations and warranties shall survive the Close of Escrow.

5. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

A. Grantee shall repair and restore any improvements or land (other than the Parcel property and any improvements located thereon) belonging to Grantor that may be damaged by Grantee or Grantee's contractor during construction of the works of improvement for which the Parcel is conveyed, or, at Grantee's option, pay to Grantor the market value of such improvements, provided that this Section shall not be construed to require Grantee to pay for the use for which the Parcel is intended.

B. Grantee shall save harmless and indemnify Grantor against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Parcel is conveyed.

6. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Parcel by Grantee, and Grantor hereby expressly and unconditionally waive any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Parcel.

B. This Agreement arose out of Grantee's efforts to acquire the Parcel through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Parcel or of the Property or of liability by any party to this Agreement. Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Parcel or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantor further release and agree to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property. This release shall survive the Close of Escrow.

7. REMEDIES

If Grantor default under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee defaults under this Agreement, then Grantor may, at Grantor's option, terminate the Escrow or pursue any rights or remedies that Grantor may have at law or in equity.

8. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor: Garo Balikji  
8250 Cerritos Avenue  
Stanton, CA 90680

Grantee: City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92842  
Attn: City Manager

With a copy to: Paragon Partners Ltd.  
Katella Smart Street  
5762 Bolsa Ave, Suite 201  
Huntington Beach, CA 92649  
Attn: Project Manager

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90650  
Attn: City Manager

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

D. Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party

shall be entitled to recover actual attorneys fees and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (i) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of their agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of their agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Parcel and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Permanent Easement and the TCE.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Stanton.

M. Broker. Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

N. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

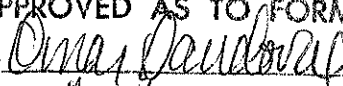
DATED: 8-25-08.

Grantor:   
\_\_\_\_\_  
Garo Balikji

DATED: \_\_\_\_\_

Grantee:  
CITY OF GARDEN GROVE  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
By:   
ASSIST City Attorney  
Date: 9-4-08

**LEGAL DESCRIPTION**

KATELLA AVENUE  
Project No.: Z5  
Parcel No.: 212  
(Road Easement)

That portion of Section 25, Township 4 South, Range 11 West, of the Rancho Las Coyotes, in the City of Garden Grove, County of Orange, State of California, as shown on the map filed in book 51, page 11 of Miscellaneous Maps in the office of the County Recorder of said county, included within that portion of Katella Avenue, abandoned June 13, 1956 by the Resolution of the Board of Supervisors of Orange County, a certified copy of which resolution was recorded on June 18, 1956 in book 3548, page 470 of Official Records in the office of said County Recorder, lying northwesterly of the following described line:

Beginning at the intersection of the westerly line of the land described in said resolution with a line that is parallel with and 82.00 feet southerly from the centerline of Katella Avenue, as said centerline is shown on Tract No. 2014 per map filed in book 85, pages 43 and 44 of Miscellaneous Maps in the office of said County Recorder, said centerline having a bearing of N.89°14'45"E.; thence N.50°09'31"E., 34.89 feet to the northerly line of said land.

Containing 261 Square Feet, more or less.

See EXHIBIT B attached and by reference made a part.

APPROVED

John D. Pavlik Date: 4/3/08  
John D. Pavlik L.S. 5168  
Expiration Date: June 30, 2009





**LEGAL DESCRIPTION**

KATELLA AVENUE

Project No.: Z5

Parcel No.: 212.1

(Temporary Construction Easement)

A strip of land, 2.00 feet wide, in that portion of Section 25, Township 4 South, Range 11 West, of the Rancho Las Coyotes, in the City of Garden Grove, County of Orange, State of California, as shown on the map filed in book 51, page 11 of Miscellaneous Maps in the office of the County Recorder of said county, included within that portion of Katella Avenue, abandoned June 13, 1956 by the Resolution of the Board of Supervisors of Orange County, a certified copy of which resolution was recorded on June 18, 1956 in book 3548, page 470 of Official Records in the office of said County Recorder, the northwesterly line of said strip of land being described as follows:

Beginning at the intersection of the westerly line of the land described in said resolution with a line that is parallel with and 82.00 feet southerly from the centerline of Katella Avenue, as said centerline is shown on Tract No. 2014 per map filed in book 85, pages 43 and 44 of Miscellaneous Maps in the office of said County Recorder, said centerline having a bearing of N.89°14'45"E.; thence N.50°09'31"E., 34.89 feet to the northerly line of said land.

The southeasterly line of said strip of land shall be prolonged or shortened to terminate northeasterly and southwesterly on the northerly and westerly line of said land described in said resolution.

Containing 74 Square Feet, more or less.

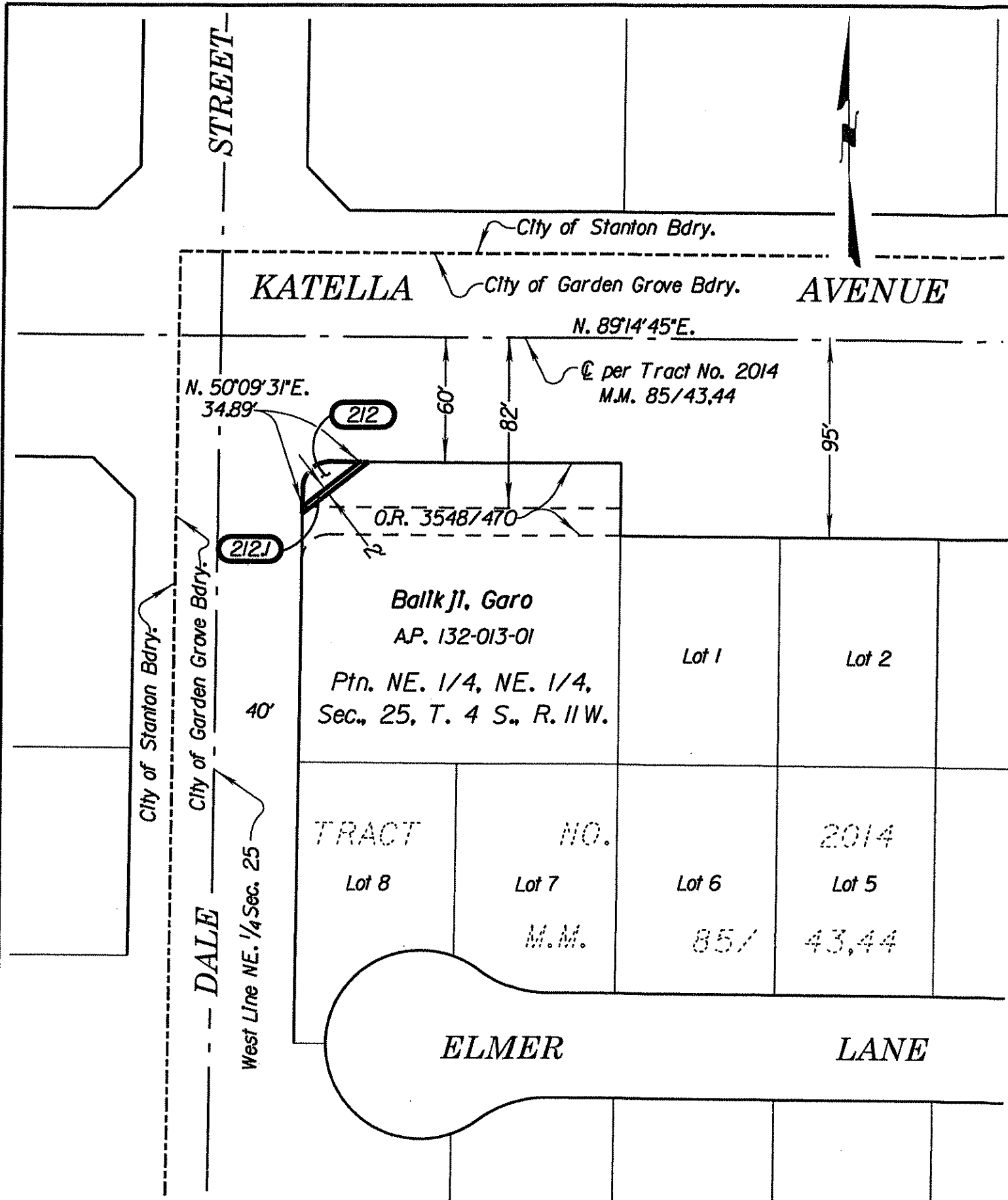
See EXHIBIT B attached and by reference made a part.

APPROVED

John D. Pavlik  
John D. Pavlik      L.S. 5168  
Expiration Date:    June 30, 2009

Date: 4/3/08





ORANGE COUNTY RESOURCES & DEVELOPMENT MANAGEMENT DEPT. - RIGHT OF WAY ENGINEERING  
 RIGHT OF WAY MAP - COMPILED FROM PUBLIC RECORDS

PROJECT: KATELLA AVENUE (Z5) Parcels 212 and 212.1	SCALE : 1" = 60'	ID # 2008-004
PREP. BY: Nirund	CHKD. BY: S.M.H.	DATE: March 2008
EST. : Easement	REC. DATE:	O.R.