

noted in the Assignment Agreement, see Attachment 1. According to the Assignment Agreement, the Dealer has agreed to complete the re-orientation and construction of site improvements, by June 15, 2009, thereby facilitating the construction of the right-of-way improvements. In addition, the Dealer has consented to convey a redesigned easement to the City in exchange for the City's reconveyance of the previous easement, upon transfer of the property from Equilon to him.

FINANCIAL IMPACT

There is no cost to the City for the acquisition of the redesigned easement.


COMMUNITY VISION IMPLEMENTATION


This agreement is consistent with the community vision for improving and maintaining the transportation system in the City as well as the safe and efficient flow of traffic.

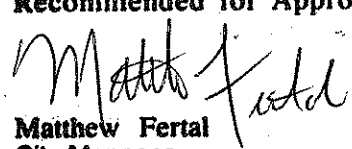
RECOMMENDATION

Based on the abovementioned, staff recommends that the City Council:

- Approve and authorize the City Manager and City Clerk to execute the Assignment, Assumption, and Novation Agreement;
- Authorize the City Manager and City Clerk to execute the attached Quitclaim Deeds relinquishing the previous easement;
- Authorize the City Clerk to accept the attached Street Deed on behalf of the City.

nm

KEITH G. JONES
Public Works Director


By: Carlos Marquez
Real Property Agent

Recommended for Approval

Matthew Ferial
City Manager

Attachment 1 - Assignment, Assumption, and Novation Agreement
Attachment 2 - Street Deed
Attachment 3 - Quitclaim Deed

File No.: 90
Cost Center No.: 135328
Station Location: 13642 Euclid St.
Garden Grove, CA 92843-3542

**ASSIGNMENT, ASSUMPTION AND
NOVATION AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND NOVATION AGREEMENT (“Agreement”) is entered into on _____, 2008, by and between **EQUILON ENTERPRISES LLC, a Delaware limited liability company, dba Shell Oil Products US (“Assignor”), VAHE HOVNANIAN (“Assignee”), and the CITY OF GARDEN GROVE, a municipal corporation (“City”).** Assignor, Assignee, and the City may sometimes hereinafter be referred to herein individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain agreement entitled “**BONA FIDE OFFER TO SELL PREMISES**”, including any and all amendments and/or modifications thereto (“Offer”), in connection with the above referenced service station location, as more particularly described in the Offer, pursuant to which Assignee has agreed to acquire from Assignor, and Assignor has agreed to sell to Assignee, certain real property consisting of land and all buildings, fixtures and improvements erected or attached thereon or thereunder owned by Assignor (collectively, the “Premises”), and certain personal property and/or equipment located thereon or thereunder owned by Assignor as generally described therein (“Equipment”);

WHEREAS, Assignor and the City have entered into that certain agreement attached hereto as **Exhibit A**, and incorporated herein by this reference, entitled “**REVISED RIGHT-OF-WAY AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS**” dated September 13, 2005, including any and all amendments and/or modifications thereto (the “Acquisition Agreement”), regarding the purchase from Assignor of an easement for street and highway purposes (“Property”) in connection with the Premises, as more particularly described in the Acquisition Agreement, pursuant to the terms and conditions contained therein;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume, Assignor’s rights, liabilities and obligation pursuant to the Acquisition Agreement;

WHEREAS, the City is willing to agree to such assignment and assumption, and release Assignor from certain liabilities and obligations pursuant to the Acquisition Agreement on the condition that Assignee agrees to assume such liabilities and obligations pursuant to the Acquisition Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Acquisition Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Assignment by Assignor.** Effective upon the closing of escrow between Assignor and Assignee in connection with the Premises and Equipment pursuant to the Offer (“**Effective Date**”), Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee the rights, liabilities and obligations of Assignor (as the Seller) pursuant to the Acquisition Agreement.

2. **Assumption by Assignee.** As of the Effective Date, Assignee hereby accepts Assignor’s rights (as the Seller) pursuant to the Acquisition Agreement, and hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions, liabilities and obligations of Assignor (as the Seller) pursuant the Acquisition Agreement. Assignee agrees to complete the on-site improvements (re-orientation and construction of the fueling canopy, fueling system and underground tanks) on or before June 15, 2009. In the event Assignee fails, for any reason, to complete such on-site improvements by June 15, 2009, Assignee shall immediately cease all work on such on-site improvements upon demand by the City until completion of construction of the adjacent street improvements by the City.

3. **Release by City.** Except as otherwise provided herein, as of the Effective Date, the City hereby approves such assignment and assumption in Sections 1 and 2, above, and releases Assignor from all of the terms, covenants, conditions, liabilities and obligations of Assignor (as the Seller) pursuant to the Acquisition Agreement, and Assignee shall become solely liable to the City for all of the terms, covenants, conditions, liabilities and obligations of Assignor (as the Seller) pursuant to the Acquisition Agreement. Notwithstanding the foregoing, Assignor shall not be released from, and shall continue to be bound and obligated to the City with respect to the representations and indemnity obligations set forth in Paragraphs 17 and 17.1 of the Acquisition Agreement and, to the extent not performed by Assignee, agrees to perform corrective action in the event the California State Water Board, or any other relevant governmental agency having lawful and competent jurisdiction, issues an order to Assignor, or Shell Oil Company, requiring corrective action of any environmental condition caused or created on or about the Property by the use or occupancy of the Property by Assignor, or Shell Oil Company, prior to the Closing Date of the Acquisition Agreement.

4. **City Right of Entry.** In consideration for the City’s release and/or approval of the herein assignment and assumption, Assignee agrees that, notwithstanding the one year limitation set forth in Paragraph 9.1 of the Acquisition Agreement, the right-of-entry granted to the City over the remainder property pursuant to Paragraph 9 of the Acquisition Agreement shall not terminate, and shall remain in full force and effect, until completion of construction of the street improvements by the City. The City anticipates that both driveway entrances to the subject property will not be closed (shut down) at the same time in excess of 1 to 1.5 days and will cause

its contractor to use “high-early cure” concrete to minimize any “down time.” The City agrees to provide Assignee at least 48 hours notice before closing both driveways at the same time.

5. **Conflict.** Except for the specific terms and conditions set forth in this Agreement with respect to the subject matter hereof, nothing in this Agreement shall be deemed to change, supersede or in any way modify the terms of either the Offer or the Acquisition Agreement. In the event of a conflict between the express terms and conditions set forth in this Agreement with respect to the subject matter hereof, and anything contained within either the Offer or the Acquisition Agreement, the terms and conditions of this Agreement shall govern.

6. **Severability.** If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be deemed severed and deleted. Such severance and deletion shall not affect the validity of the remaining provisions of this Agreement.

7. **No Admission.** This Agreement shall not constitute or be utilized as an admission by the Parties for any purpose, except to the extent that any Party seeks to enforce the terms and conditions of this Agreement or the Acquisition Agreement.

8. **Attorneys’ Fees.** In the event any Party (or Parties) bring any legal proceeding, including, without limitation, pre-trial proceedings, trial, post-trial proceedings, administrative proceedings, arbitration, or any other similar process or proceedings (hereinafter collectively referred to as “**Legal Proceedings**”) with respect to the subject matter or enforcement of this Agreement, the prevailing Party (or Parties), as determined by the court, arbitrator(s), agency or other authority before which such Legal Proceedings are commenced, shall, in addition to such other relief as may be awarded, be entitled to recover attorneys’ fees, expenses and costs of investigation as actually incurred (including, without limitation, attorneys’ fees, expenses and costs of investigation incurred in appellate proceedings, costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, 11 United States Code Sections 101 et seq., or any successor statutes).

9. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California without regard to the principles of conflicts of law thereof.

10. **No Third Party Beneficiaries.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies pursuant to, or by reason of, this Agreement on any person other than the Parties and their respective successors and assigns, if any, nor shall any provision contained in this Agreement give any third parties any right of subrogation or action against the Parties.

11. **Notices.** Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing, and may be served by personal delivery, by facsimile, by sending the notice by Federal Express or another overnight courier service, addressed to the Party to be notified, or by depositing the notice in the United States mail,

addressed to the Party to be notified, postage prepaid, and registered or certified with a return receipt requested. Notices deposited in the mail in the manner hereinabove described shall be deemed to have been given and received upon the date of delivery or refusal to accept delivery as shown on the return receipt. Notice served in any other manner shall be deemed to have been given and received only if and when actually received by the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To Assignor : SHELL OIL PRODUCTS US
Attn: Larry McCamish, Esq.
Adorno Yoss Alvarado & Smith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Phone: (714) 852-6800
Fax: (714) 852-6899

With a copy to: Shell Oil Products US
12700 Northborough Dr., Suite 135
Houston, Texas 77067
Attn: Beverly Klug
Property and Planning

To Assignee: Vahe Hovnanian
13642 Euclid St.
Garden Grove, CA 92843-3542
Phone: (714) 530-3850
Fax: (714) 636-3790

With a copy to: Thomas P. Bleau, Esq.
Bleau Fox, PLC
3575 Cahuenga Blvd. West, Suite 580
Los Angeles, CA 90068
Phone: (323) 874-8613
Fax: (323) 874-1234

To City: CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: City Manager
Phone: (714) 741-5100
Fax: (714) 741-5044

With a copy to: City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840
Phone: (714) 741-5368
Fax: (714) 741-5044

Notwithstanding the provisions of Section 12, below, the Parties may modify the addresses and/or names of representatives set forth in this Section 11 by providing notice thereof in accordance with the provisions hereof.

12. **Modifications.** This Agreement may be modified only in writing and signed by the Parties affected.

13. **Entire Agreement.** Except as provided in Section 5, above, this Agreement is intended by the Parties hereto as a final, complete and exclusive expression of their agreement with respect to the subject matter hereof.

14. **Voluntary Execution of Agreement.** Each Party represents and warrants that they have read this Agreement and understands the terms and conditions thereof, and that they have executed this Agreement voluntarily and without fraud, duress, and/or undue influence. The Parties further hereby acknowledge that they have had an opportunity to consult with legal counsel of their own choice in order to explain the terms, conditions and consequences of this Agreement.

15. **Interpretation.** Each Party, and/or its legal counsel, has participated fully in the construction, review and/or revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement. This Agreement is considered the joint work-product of the Parties and shall be deemed protected by and subject to the fullest extent of any applicable privileges, including, without limitation, the attorney work-product doctrine.

16. **Time.** Time is of the essence in connection with every provision contained in this Agreement.

17. **Authority.** The individuals signing this Agreement in a representative capacity warrant that they have the authority to do so on behalf of the Party they represent.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement. In addition, the Parties agree that signatures by facsimile shall be binding and treated as though they were originals, and the Parties shall thereafter exchange originals of such counterparts.

19. **Cooperation Clause.** The Parties shall reasonably cooperate to effectuate the purposes and intent of this Agreement.

20. **Assignment.** This Agreement shall not be assignable by Assignee, whether or not by operation of law. Subject to the provisions of this Section 20, each of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, transferees, attorneys, representatives, principals, members, officers, directors and employees.

21. **Recitals.** The Parties hereby agree that the recitals are incorporated into this Agreement by this reference.

22. **Survival.** The rights, obligation and liabilities of the Parties pursuant to this Agreement shall survive the closing of escrow in connection with the Offer, as amended or modified.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

“ASSIGNOR”

EQUILON ENTERPRISES LLC,
a Delaware limited liability company,
dba SHELL OIL PRODUCTS US

By: _____
David N. Burrow
Manager Portfolio & Alliances, US

Date: _____

“ASSIGNEE”

VAHE HOVNANIAN

By: _____
Vahe Hovnanian

Date: _____

“CITY”

CITY OF GARDEN GROVE,
a municipal corporation

By: _____
Matthew J. Fertal
City Manager

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Thomas F. Nixon,
City Attorney

Date: _____

PARCEL NO: 1
 TITLE REPORT NO: 857922-12
 PROJECT: North Bound Euclid St./SR-22 (Garden Grove Fwy) On-Ramp
 PROJECT NO: 7140

3891

**REVISED RIGHT-OF-WAY AGREEMENT FOR ACQUISITION OF REAL PROPERTY
 AND ESCROW INSTRUCTIONS**

THIS AGREEMENT is entered into this 13th day of Sept., 2005, by and between the CITY OF GARDEN GROVE, a municipal corporation ("City"), and the undersigned owner, EQUILON ENTERPRISES LLC, a Delaware limited liability company (the "Seller"), for acquisition by City of certain real property described below.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Agreement to Sell and Purchase.** Seller agrees to sell to City, and City agrees to purchase from Seller an EASEMENT FOR STREET AND HIGHWAY PURPOSES upon the terms and for the consideration set forth in this Agreement, that certain real property ("Property") situated in the City of Garden Grove, County of Orange, State of California, and legally described in Exhibit "A" and depicted in Exhibit "B", both attached hereto and incorporated herein by reference.
2. **Part-take/Improvement and Severance Cost.** The total land and improvement price and severance cost, payable in cash through escrow, shall be the sum of Six Hundred Sixty Thousand, Seven Hundred Forty Seven Dollars (\$660,747.00) ("Just Compensation").

2.1 **Right of Possession.** Seller and City agree and confirm that notwithstanding other provisions in this Agreement, the right of possession and use of the Property by City, including the right to remove and dispose of improvements shall commence within one year from the execution of this Agreement by City or the close of escrow controlling this transaction, whichever occurs first, and that the amount of compensation shown in Paragraph 2 of this Agreement includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

2.2 **City Agrees to and Shall:**

- A. Construct concrete curb, gutter, sidewalk, and driveway approach per City of Garden Grove standard plan.
- B. Relocate existing water meters from the proposed right-of-way.
- C. Acquire and eliminate block wall and brick planter boxes adjoining the westerly property line.
- D. Pay mitigation expenses to bring the impacted service station whole and operational.

ORIGINAL COPY

2.3 Seller Agrees to and Shall:

- A. Use mitigation compensation paid for by the City to furnish labor, materials and equipments (new canopy, fueling system, underground storage tanks, monument sign, parking and landscape lamps, planter boxes, irrigation control valves and sprinklers, etc.) to relocate existing improvements and to bring service station whole and operational.
- B. Absorb the cost of Service Station operator (s) for all construction related impacts.
- C. Grant to City a right to enter upon a portion of the referenced property "such portion as described on Exhibit C" attached hereto and made a part hereof, and a temporary construction easement for the purpose incidental to said construction; to wit: construction of curbs, gutters, sidewalks, driveway approach, relocation of improvements within the proposed right-of-way.

3. Conveyance of Title. Seller agrees to convey by Street Deed to City an easement for street and highway purposes over the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. Taxes for the tax year in which escrow closes to be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
- B. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced title report issued by Ticor Title Company of California, dated July 07, 2004.
- C. Easements or rights of way over the Property for public or quasi-public utility or Public Street purposes, if any.

3.1 Deeds of Trust/Mortgages. City has the authority to deduct from the amounts payable to the Seller under Paragraph 2 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgages(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust including late charges, if any, except penalty (if any) in advance of maturity, shall upon demand(s) be made payable the mortgagee(s) or beneficiary(ies) entitled thereunder.

4. Title Insurance Policy. Escrow Agent shall, following recording of deed of City, provide City with CLTA Standard Coverage Policy of Title Insurance in the amount of the Purchase Price, issued by Ticor Title Company of California showing easement title to the Property vested in City, subject only to the exceptions set forth in Paragraph 3 and the printed exceptions and stipulations in the policy. City agrees to pay the premium charged.

5. Escrow. City agrees to open an escrow in accordance with this Agreement with Chicago Title Company, 16969 Von Karman, Suite 200, Irvine, CA 92606. This Agreement constitutes the joint escrow instructions of City and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

- 5.1 Street Deed. Seller has executed and delivered a Street Deed (the "Street Deed") to City concurrently with this Agreement. As soon as possible after opening of escrow, City will deposit the executed Street Deed, with Certificate of Acceptance attached, with Escrow Agent on Seller's behalf. City agrees to deposit the Purchase Price upon demand of Escrow Agent. City and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.
- 5.2 Escrow Account. All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from the account.

6. **Tax Adjustment Procedure.**

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- 6.1 Delinquent Taxes. Pay and charge Seller for unpaid delinquent property taxes and/or penalties and interest thereon, and for delinquent assessments or bonds against the Property.
- 6.2 Proration. Escrow is not to be concerned with proration of Seller's taxes for the current fiscal year. Seller's prorata portion of taxes, if any, due at close of escrow, shall be cleared and paid by Seller, outside escrow, pursuant to provisions of Section 5082 through 5090 of the Revenue and Taxation Code of the State of California.
- 6.3 Refund of Taxes. Seller shall have the sole right, after close of escrow, to apply to the Orange County Tax Collector for refund of any excess property taxes, which have been paid by Seller with respect to the Property. This refund would apply to the period after City's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

7. **Escrow Agent Authorization.**

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- 7.1 Seller. Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement.
- 7.2 City. Pay and charge City for cost of any transfer taxes, recording fees, title insurance premium fees, reconveyance fees, escrow fees, and any other closing costs incidental charges, and costs payable under Paragraph 5 of this Agreement.
- 7.3 Disbursement. Disburse funds and deliver the Street Deed when City and Seller have fulfilled conditions of this escrow.
- 7.4 Close of Escrow. The term "close of escrow," if and where written in these instructions, shall mean the date, the Street Deed and other necessary instruments of conveyance are recorded in the office of the Orange County Recorder. Recordation of instruments delivered through this escrow is authorized, if necessary or proper in the issuance of the policy of title insurance.

- 7.5 Time Limits. All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties. Any amendment of, or supplement to, any instructions must be in writing.
- 7.6 Time of the Essence. **TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.** If (except for deposit of money by City, which shall be made by City upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close within 45 days from date of these instructions, any party who then shall have fully complied with its instructions may, in writing, demand the return of its money or property; but if neither party complied, no demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, Escrow Agent shall proceed with closing of this escrow on or before 45 days from the execution of this Agreement.
- 7.7 Escrow Agent Responsibility. The responsibility of the Escrow Agent under this Agreement is expressly limited to Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 11, 12 and 20 and to its liability under any policy of title insurance issued in regard to this escrow.
- 7.7 Escrow Fees, Charges and Costs. City agrees to pay all City's and Seller's usual fees, charges, and costs incidental to the conveyance of the Property which arise in this escrow and as set forth in Paragraph 7.2 of this Agreement.

8. **Conditions Precedent to Close of Escrow.**

City's Conditions Prior to Closing. The obligation of the City to complete the purchase of the Property is subject to the satisfaction of the following conditions:

- 8.1 Seller shall deliver through escrow an executed and recordable Street Deed sufficient to convey an easement for street purposes to the City as set forth in Paragraph 5.1.
- 8.2 Seller shall deliver through escrow a Non-Foreign Transferor Declaration duly executed and in the form of Exhibit "D" attached hereto and made a part hereof.
- 8.3 Seller shall deliver through escrow such funds and documents as are necessary to comply with Seller's obligations under this Agreement.
- 8.4 Seller is not in default of any of its obligations under the terms of this Agreement, and all representations of Seller herein are true and correct.
- 8.5 Escrow Agent has committed to deliver to City a title insurance policy as required by Paragraph 4 hereof.
- 8.6 The City shall not have terminated this Agreement.
- 8.7 The Property is in the condition required by this Agreement.

Seller's Conditions Precedent to Closing. The obligation of Seller to complete the sale of the Property is subject to the satisfaction of the following conditions:

- 8.8 The City is not in default of any of its obligations under the terms of this Agreement, and all representations of City herein are true and correct.
- 8.9 The City shall have deposited with the Escrow Agent immediately available funds in an amount equal to the Purchase Price and the City's share of costs described herein.
- 8.10 The Seller shall not have terminated this Agreement.

9. Permission to Enter on Property. Seller hereby grants to the City, its authorized agents or contractors a right-of entry permit to enter upon the property during construction for the purpose incidental to the construction of the street improvements, including but not limited to the adjustment of the grade of the remainder property to the proposed grade of the street improvements and the relocation of certain improvements to the remainder property.

9.1 Termination It is understood that the right-of-entry permit shall terminate and end upon the completion of construction of the street improvements or one (1) year following the execution of this Agreement by City, whichever occurs first.

9.2 Indemnity. City agrees to indemnify and hold Seller harmless from liability arising out of the City's use of the remainder property pursuant to the right-of-entry. City further agrees to repair all damages caused by the use of the remainder property at its sole cost and expense. City shall restore the remainder property as nearly as practicable to the state in which it existed prior to the use of said remainder property by City, its agents or contractors.

10. Testing. Within forty-five (45) days of City's execution of this Agreement, City at its expense may (but is not required to) perform such soil tests as City shall deem appropriate (the "Tests"). Seller has the right to be present during testing and has the right to take dual samples. As soon as practicable after the completion of the Tests, City shall provide Seller with a written report (the "Report") describing (i) the results of any such Tests and (ii) any repairs or remedial measures (the "Remedial Measures") proposed to be undertaken to comply with all federal, state and local legal requirements applicable to the conditions disclosed by such Tests, including, but not limited to, any legal requirements relating to hazardous or toxic materials. If Remedial Measures are deemed necessary, City and Seller shall each have the right to terminate this Agreement, in which event no party shall have any further liability to the other.

10.1 Indemnity. City agrees to indemnify Seller and save it harmless from all damages, actions, causes of action, claims, judgments, costs of litigation, and attorney's fees, which may in any way arise out of or result from the Tests. City further agrees to repair as nearly as reasonably can be accomplished any damages to the area covered by the Tests and will restore said area to as near its original condition as can be reasonably accomplished.

10.2 Testing Insurance. If City conducts Testing as outlined in Article 10 above, City shall maintain, at City's sole cost, or shall require any contractor, consultant or agent City may engage to maintain, at all times as required in this Agreement, the insurance coverage set forth below with providers satisfactory to Seller with full policy limits applying, but not less than as set forth below. A certificate naming Seller, and its members, officers, employees,

subsidiaries and affiliates, as additional insureds and referencing the indemnification provisions set forth in this Agreement shall be delivered to Seller prior to commencement of the Testing. Such certificate shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects Seller's, or its members', officers', employees', subsidiaries' and affiliates', interest herein until Seller has received thirty (30) days prior notice in writing of such change or cancellation.

Worker's Compensation Insurance as required by laws and regulations applicable to and covering employees of City, its contractors, consultants or agents engaged in the performance of the Testing.

Employer's Liability Insurance protecting City against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) each occurrence.

Comprehensive General Liability Insurance including products / completed operations with limits of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit. This policy shall cover, among other risks, the contractual liability assumed under the indemnity provision set forth in this Agreement.

Business Automobile Liability Insurance covering all vehicles used in the operations of City with limits of liability of not less than Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) combined single limit.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument.
12. **Closing Statement.** Seller instructs Escrow Agent to release a copy of Seller's closing statement to City for the purpose of ascertaining if any reimbursements are due Seller.
13. **Loss or Damage to Improvements.** Loss or damage to the Property including any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Street Deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Street deed, City may elect to require that the Seller pay to City the proceeds of any insurance policy or policies which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal of the diminution in value of the Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.
14. **Eminent Domain Dismissal.** Seller and City acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Orange, wherein the herein described property is included and also waives any and all claims to any money on deposit in the action and all claims to any money on deposit in the action and further waives all attorneys' fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller (or Seller's

Tenant) is served with a Summons and Complaint in Eminent Domain in which Seller (or Seller's Tenant) is a named defendant, upon the close of escrow, Seller agrees and consents to City taking a default in the action.

15. **Warranties, Representations, and Covenants of Seller.** Seller hereby warrants, represents, and/or covenants to City that:
- 15.1 **Pending Claims.** To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental City, domestic or foreign.
 - 15.2 **Encroachments.** To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.
 - 15.3 **Condition of Property.** Until the close of escrow, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
 - 15.4 **Seller's Title.** Until the close of escrow, Seller shall not do anything which would impair Seller's title to any of the real property.
 - 15.5 **Utilities.** All utilities, without limitation, including gas, electricity, water, sewage, and telephone, are available to the Property, and to the best of Seller's knowledge, all items are in good working order.
 - 15.6 **Conflict with Other Obligation.** To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restriction, or other agreement or instrument to which Seller or Seller's Property may be bound.
 - 15.7 **Change of Situation.** Until the close of escrow, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in the section not to be true as of the close of escrow, immediately give written notice of such fact or condition to City.
 - 15.8 **Authority.** Seller is the owner of and has the full right, power, and authority to sell, convey, and transfer the Property to City as provided herein and to carry out Seller's obligations hereunder.
 - 15.9 **Bankruptcy.** Neither Seller nor any related entity is the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for Seller to be able to transfer the Property as provided herein.
16. **Hazardous Waste.** Tanks, piping, leak detection devices, and related equipment used for the storage and dispensing of petroleum products, used oil and/or heating oil and other equipment related to the operation of a motor fuel service station were, are or may be present on the Property (the "UST System"). Seller makes no warranty or representation that the UST System, if present,

is fit for any use whatsoever, or that it is free of petroleum hydrocarbons, oil, nonmerchantable petroleum residue or hazardous substances.

17. **Compliance With Environmental Laws.** To the best of Seller's knowledge the Property and its intended use complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water Act, Clean Air Act, Federal Water Pollution Control Act, Solid Waste Disposal Act, Resource Conservation Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act, and the rules, regulations, and ordinances of the City of Garden Grove, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, City and all applicable federal, state, and local agencies and bureaus. Seller has not received any notices of violation of any of the above laws and regulations.

17.1 **Indemnity.** From and after the Closing Date, Seller agrees to indemnify, defend and hold harmless City from and against all demands, claims, causes of actions, losses, damages, liabilities, penalties, costs and expenses (including attorney's fees) (collectively, "City's Losses") arising from (a) personal injuries to, disease or death of, third parties caused by Seller's acts or failures to act with respect to the Property prior to the Closing Date; or (b) Seller's acts or failures to act related to the performance of Seller's corrective action of any environmental condition caused or created on or about the Property by the use or occupancy of the Property by Seller or Shell Oil Company prior to the Closing Date ("Seller's Corrective Action"), whether or not the matters subject to this indemnity arise or are caused by the sole negligence, concurrent negligence, gross negligence or intentional conduct of any person (excluding City), or strict operation of law without regard to fault. However, Seller's indemnity shall not cover City's Losses arising from (a) any matters caused by or arising from migration of contaminants from property other than the Property, whether said migration occurred prior to the Closing Date or occurs after the Closing Date; (b) contamination of the Property that is not subject to Seller's Corrective Action; or (c) the condition of the Property as of the Closing Date, it being understood that City is purchasing the Property on an AS IS BASIS (except those items referenced in Article 3), AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS ON THE PART OF SELLER as to what that condition may be, except as expressly set forth in this Agreement and its exhibits. Seller's indemnity shall survive the closing of this Agreement but shall terminate when Seller's Corrective Action is complete.

18. **Contingency.** It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the City herein. The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval.
19. **Full and Complete Settlement .** The total compensation to be paid by City to Seller is all of Seller's interest in the property and any rights or obligations which exist or may arise out of the acquisition of the property for public purposes, including without limitation, Seller's interest in the land and any improvements and fixtures and equipment located thereon, improvements pertaining to the realty (if any), severance damages, any alleged pre-condemnation damages, loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of Seller which might

arise out of or relate in any respect to the acquisition of the property by the City. The compensation paid under this Agreement does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which Seller may be entitled to receive, if any. Relocation assistance, if any, will be handled via separate Agreement.

20. **Broker's Commission.** Seller and City each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property. Seller and City agree to and do hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, or proceedings which may result from any broker, agent or finder, licensed or otherwise, which it has employed in connection with the transaction covered by this Agreement.
21. **Waiver, Consent and Remedies.** Each provision of this Agreement to be performed by City and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and City's performance hereunder, and any breach thereof by City or Seller shall be deemed a material default hereunder. Either party may waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.
22. **Attorney's Fees.** In the event any declaratory or other legal or equitable action is instituted between Seller, City and/or Escrow Agent in connection with this Agreement then as between City and Seller, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.
23. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Seller:

Equilon Enterprises, LLC
C/O Karen A. Wisdom
Real Estate Consultant, West Region
Shell Oil Products, US
12700 Northborough Dr. R. 130 P
Houston, TX 77067

EXHIBIT A
LEGAL DESCRIPTION
AP NO. 100-321-24

THAT PORTION OF PARCEL 1, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 24, PAGE 5 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL SOUTH 89°01'42" EAST 5.54 FEET TO A LINE PARALLEL WITH AND 60.00 FEET EASTERLY OF THE CENTERLINE OF EUCLID STREET; THENCE ALONG SAID PARALLEL LINE SOUTH 00°49'00" WEST 134.05 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 167.28 FEET; THENCE SOUTHERLY 15.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°28'11" TO THE SOUTH LINE OF SAID PARCEL; THENCE NONTANGENT ALONG SAID SOUTH LINE NORTH 89°01'42" WEST 9.24 FEET TO THE WEST LINE OF SAID PARCEL; THENCE ALONG SAID WEST LINE THE FOLLOWING 2 COURSES:

NORTH 00°49'00" EAST 119.04 FEET;
NORTH 09°01'48" EAST 31.27 FEET TO THE POINT OF BEGINNING.

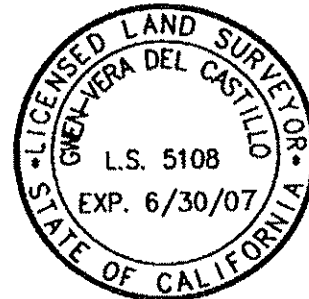
CONTAINING 1427 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 6TH DAY OF JUNE, 2005.

Gwen-Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/07



If to City:

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attention: Real Property Office – Dan I. Efebo

Any party may from time to time, by written notice to the other, designate a different address, which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.


24. **Default.** Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within thirty (30) days from the date of the notice or such longer period if the nature of the default is such that more than thirty (30) days is required to cure such default. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within the time set forth herein.
25. **Gender and Number.** In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.
26. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
27. **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.
28. **Governing Law.** This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.
29. **Invalidity of Provision.** If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
30. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by City and Seller.
31. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.


32. **Time of Essence.** Time is of the essence of each provision of this Agreement.
33. **Binding upon Successors.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth herein above.

"CITY"

CITY OF GARDEN GROVE


ATTEST:

 City Clerk


 City Manager

Date 10-3-05

APPROVED AS TO FORM:

"SELLER"


 City Attorney
 Date: 9/29/05


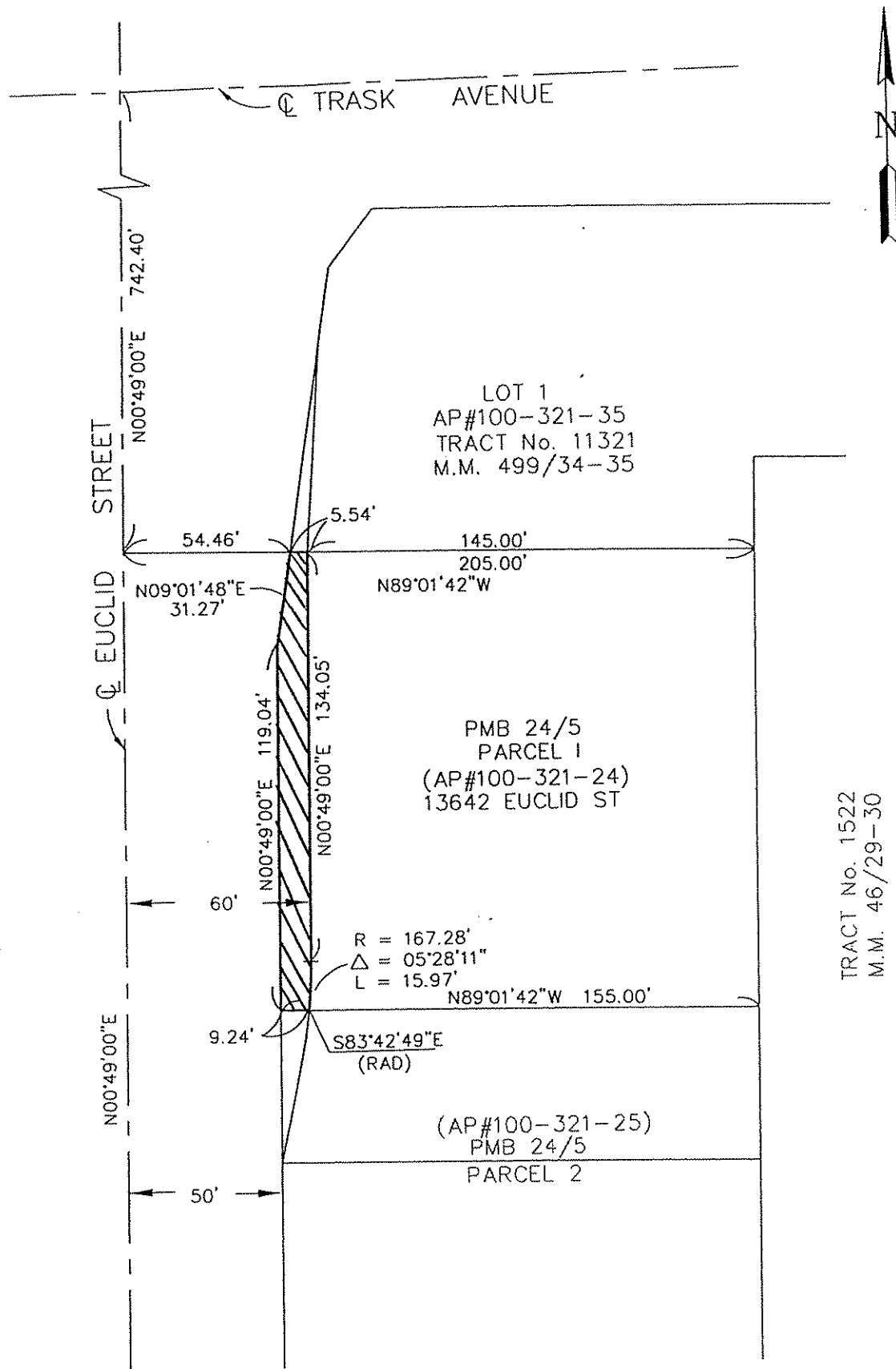
EQUILON ENTERPRISES LLC
 EPI
 By: 
 Charles T. Badrick
 Manager, Real Estate Contracts
 Date: July 6, 2005

EXHIBIT B

Acquisition Map



JOB #: 105-039
 DATE: 6/06/05
 SCALE: 1" = 50'
 SHEET 1 OF 1

EXHIBIT "B"
 AP# 100-321-24

COAST SURVEYING, INC.
 15031 PARKWAY LOOP, SUITE B
 TUSTIN, CA 92780-6527 (714) 918-6266

EXHIBIT "C"
LEGAL DESCRIPTION
13642 EUCLID STREET
APN: 100-321-24

PARCEL 1:

THE NORTH 150.00 FEET OF THE SOUTH 291.20 FEET OF THE NORTH 371.20 FEET OF THE WEST 205.00 FEET OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 12 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 6, 1963 IN BOOK 6455 PAGE 234 OF OFFICIAL RECORDS.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE SOUTH 291.20 FEET OF THE NORTH 371.20 FEET OF THE WEST 205.00 FEET OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 12 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 6, 1963 IN BOOK 6455 PAGE 23 OF OFFICIAL RECORDS, WITH THE SOUTH LINE OF THE NORTH 150.00 FEET OF SAID SOUTH 291.20 FEET; THENCE EAST 25.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTHWESTERLY IN A DIRECT LINE TO A POINT ON SAID EAST LINE, SOUTH 21.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 21.00 FEET TO THE POINT OF BEGINNING, TO BE USED IN COMMON WITH SELLER.

Save and Except the property conveyed to the City of Garden Grove, CA as more particularly described in Exhibits A and B hereto.

EXHIBIT D

Non-Foreign Transferor Declaration


Section 1445 of the Internal Revenue Code of 1954, as amended ("Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by EQUILON ENTERPRISES LLC, a Delaware limited liability company (Transferor), the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor's U.S. employer identification number: 52-2074528;
3. The Transferor's office address or mailing address is: 12700 Northborough, Suite 100, Houston, Texas 77067.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury we declare that we have examined this Certification and to the best of our knowledge and belief it is true, correct, and complete, and further declare that we have authority to sign this document on behalf of the Transferor.

EQUILON ENTERPRISES LLC

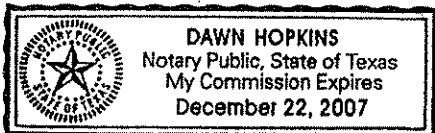
By: 
Charles T. Badrick
Manager, Real Estate Contracts

STATE OF TEXAS

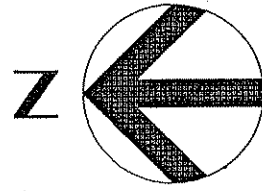
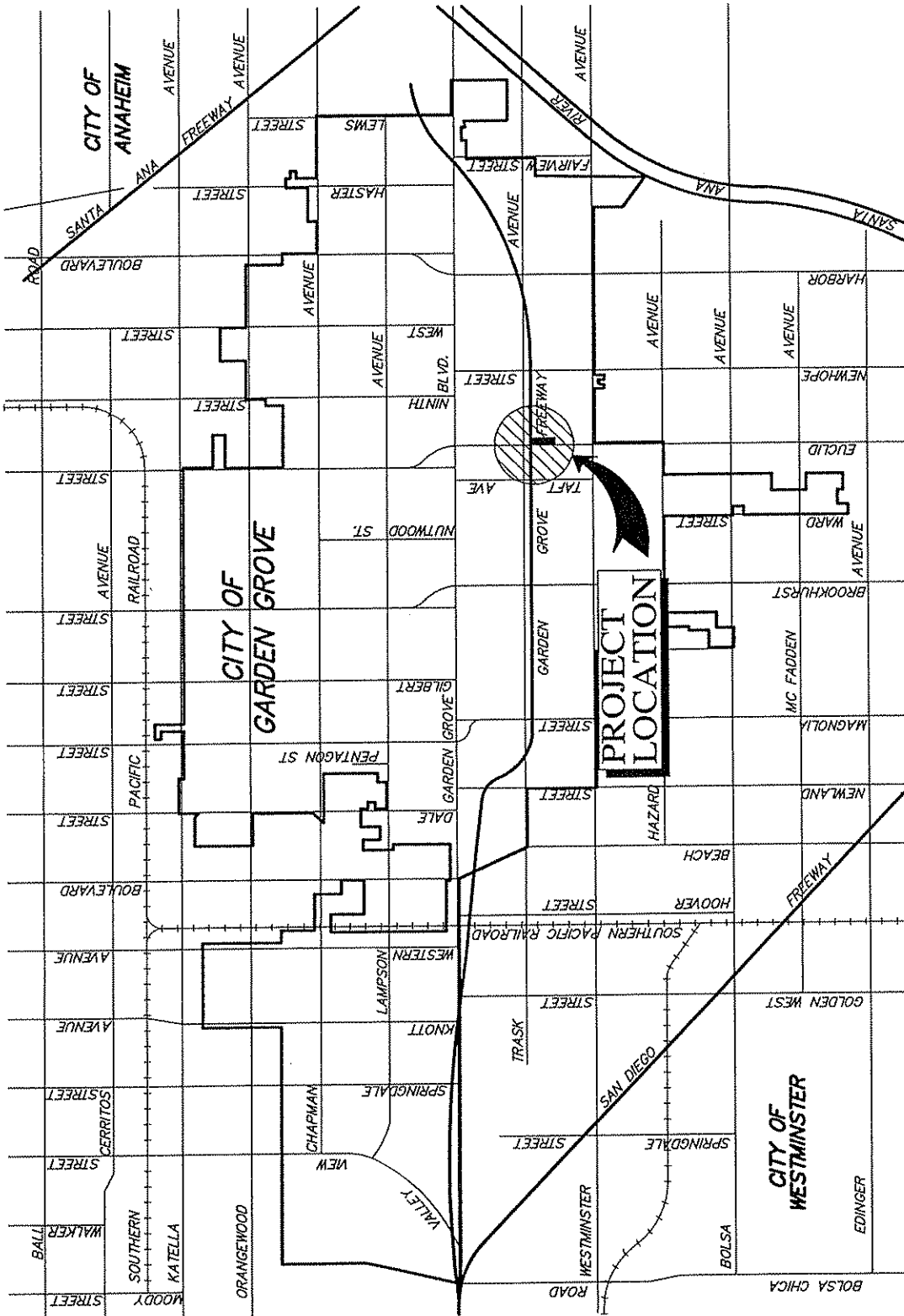
COUNTY OF HARRIS

SWORN AND SUBSCRIBED TO BEFORE ME on July 16, 2005, by Charles T. Badrick, Manager, Real Estate Contracts for Equilon Enterprises LLC, a Delaware limited liability company, on behalf of said company.

WITNESS my hand and seal.




Notary's Signature



LOCATION MAP



City of Garden Grove
Department of Public Works

CHECKED BY: DDL R	R/W NO:	PROJECT NO. : 7140	DWG NO. :
PREPARED BY : M.B.	SCALE: AS SHOWN	APPROVED BY :	CITY ENGINEER
DRAWN BY: M.B.	EUCALYPTUS ST/22 ON RAMP RIGHT TURN LANE IMPROVEMENTS		

GARDEN GROVE FILE: C:\DATA\7140\VIC-EUCALYPTUS-SR22FWY.DWG 06/22/04



☉ TRASK AVENUE

STREET
☉ EUCLID STREET
N00°49'00"E

LOT 1
AP#100-321-35
TRACT No. 11321
M.M. 499/34-35

PMB 24/5
PARCEL 1
(AP#100-321-24)
13642 EUCLID ST

TRACT No. 1522
M.M. 46/29-30

(AP#100-321-25)
PMB 24/5
PARCEL 2

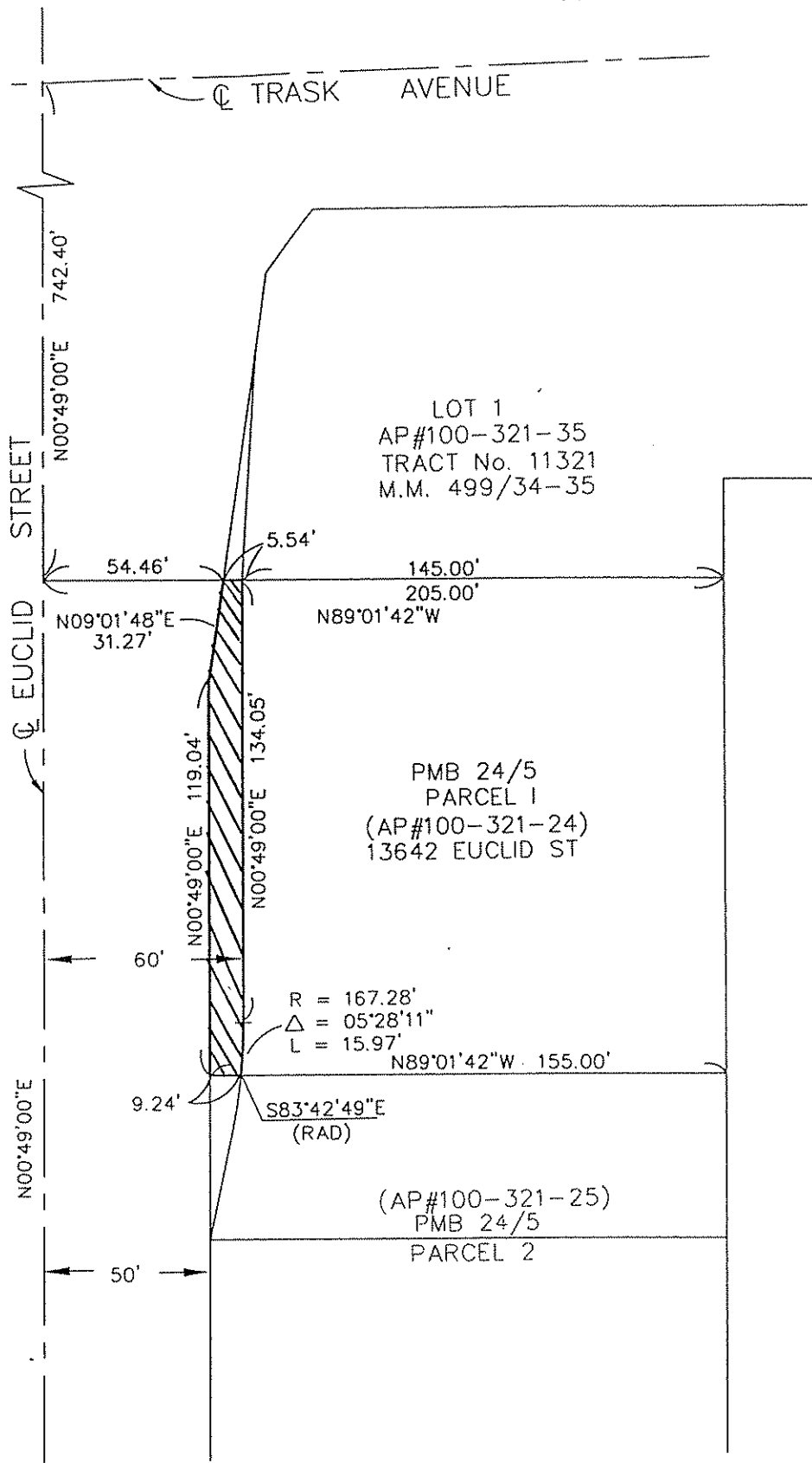


EXHIBIT B

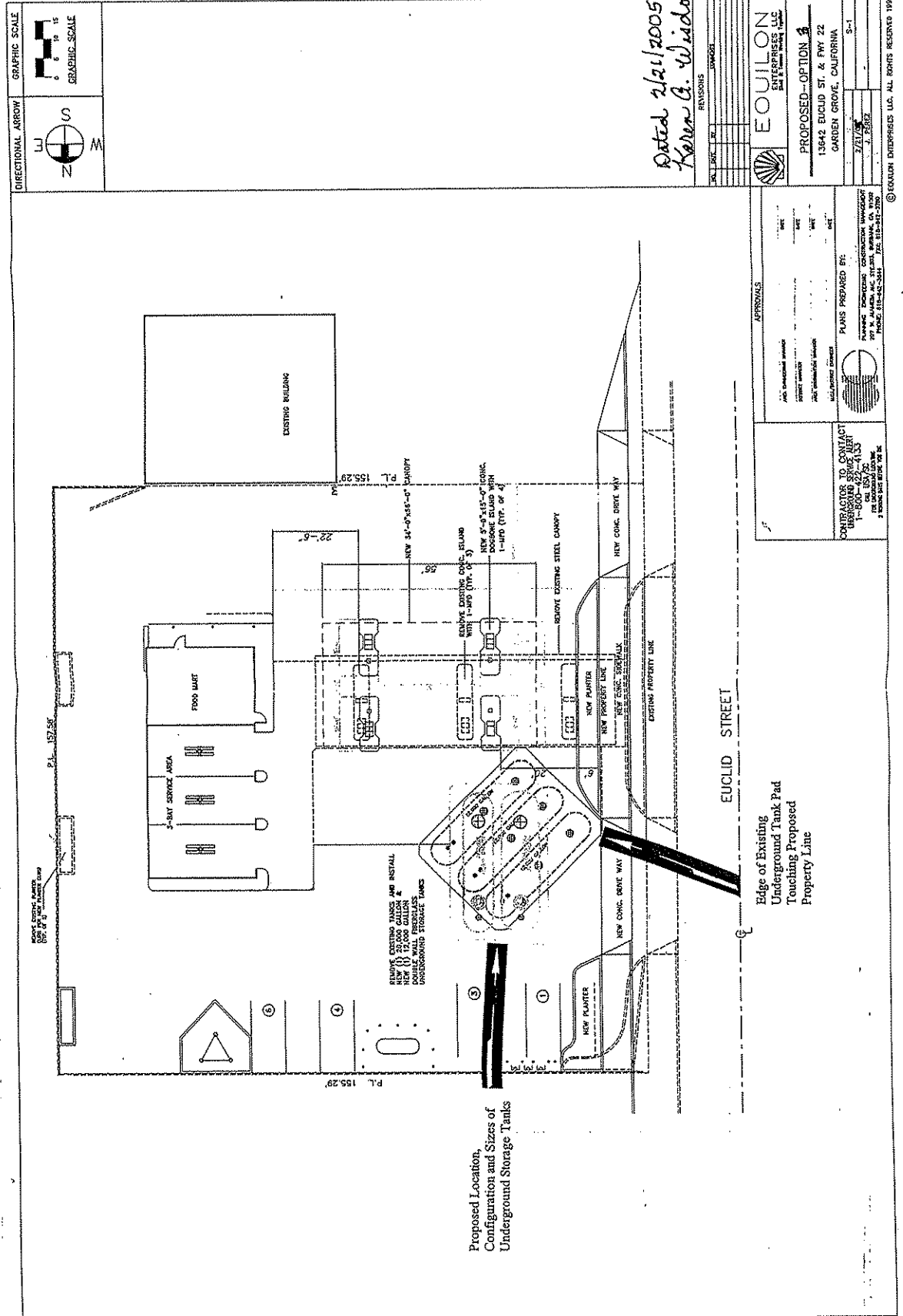
Acquisition Map

JOB #: 105-039
DATE: 6/06/05
SCALE: 1" = 50'
SHEET 1 OF 1

EXHIBIT "B"
AP# 100-321-24

COAST SURVEYING, INC.
15031 PARKWAY LOOP, SUITE 8
TUSTIN, CA 92780-6527 (714) 918-6266

Existing and Proposed Layout
Of Shell Service Station
13642 Euclid Street



Proposed Location,
Configuration and Sizes of
Underground Storage Tanks

Edge of Existing
Underground Tank Pad
Touching Proposed
Property Line

*Dated 2/21/2005
Karen B. Wideman*

DIRECTIONAL ARROW

GRAPHIC SCALE

REVISIONS

NO.	DATE	DESCRIPTION

EOULON
ENVIRONMENTAL ENGINEERS, INC.

PROPOSED - OPTION 1
13642 EUCLID ST. & HWY 22
GARDEN GROVE, CALIFORNIA

3/21/05
J. PEREZ

APPROVALS

DATE	BY

PLANS PREPARED BY:
 Planning Department
 Planning Division
 Planning Section
 Planning Unit
 Planning Staff

CONTRACTOR TO CONTACT
 UNDERGROUND TANKS
 1-800-451-4151
 1-800-451-4151
 1-800-451-4151
 1-800-451-4151

AND WHEN RECORDED MAIL TO

Name [City of Garden Grove]
 Address [P. O. Box 3070]
 City & [Garden Grove, CA 92842]
 State, Zip []
 Title Order No. _____ Escrow No. _____

MAIL TAX STATEMENTS TO

Name []
 Address []
 City & [SAME AS ABOVE]
 State, Zip []

STREET DEED

This document is exempt from payment of recording fees
 Pursuant to Section 6103 of the Government Code
 By: _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

EQUILON ENTERPRISES, LLC, a Delaware limited liability company

does hereby **GRANT** to

CITY OF GARDEN GROVE, a municipal corporation

an easement for public street and highway purposes in, on and over the real property in the City of Garden Grove, County of Orange, State of California, described as:

AS PER LEGAL DESCRIPTION SHOWN ON EXHIBIT "A", AND DEPICTED ON EXHIBIT "B" ATTACHED HERETO, AND MADE A PART HEREOF

Dated: _____

EQUILON ENTERPRISES, LLC,
a Delaware limited liability company

By: _____

STATE OF CALIFORNIA
COUNTY OF _____ }

s.s. Its: _____

On _____ before me,

By: _____

_____ a Notary Public in and for said County and State, personally appeared

Its: _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

FOR NOTARY SEAL OR STAMP

Street Deed

City of Garden Grove

APPROVED AS TO FORM OTHER THAN LEGAL
DESCRIPTION

By: _____
City Attorney

Date: _____

APPROVED AS TO EXECUTION AND DESCRIPTION

By: _____
Right of Way Agent

Date: _____

This is to certify that the interest in real property conveyed by this deed or grant deed dated _____, 20____, from EQUILON ENTERPRISES, LLC, a Delaware limited liability company, to the City of Garden Grove, a governmental agency, is hereby accepted by the undersigned officer on behalf of the Garden Grove City Council pursuant to authority conferred by Resolution of the Garden Grove City Council adopted _____, 20____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
City Clerk

EXHIBIT A
LEGAL DESCRIPTION
AP NO. 100-321-24

THAT PORTION OF PARCEL 1, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 24, PAGE 5 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL SOUTH 89°01'42" EAST 7.53 FEET TO A LINE PARALLEL WITH AND 62.00 FEET EASTERLY OF THE CENTERLINE OF EUCLID STREET; THENCE ALONG SAID PARALLEL LINE SOUTH 00°49'00" WEST 77.97 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 90.00 FEET; THENCE SOUTHERLY 20.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°11'44"; THENCE SOUTH 14°00'44" WEST 31.75 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET; THENCE SOUTHERLY 20.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°11'44" TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NONTANGENT ALONG THE WEST LINE OF SAID PARCEL THE FOLLOWING 2 COURSES:

NORTH 00°49'00" EAST 119.04 FEET;
NORTH 09°01'48" EAST 31.27 FEET TO THE POINT OF BEGINNING.

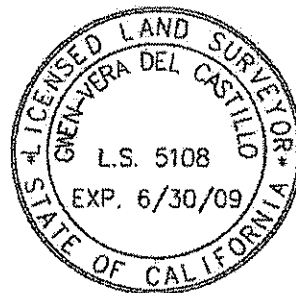
CONTAINING 1,299 SQUARE FEET, MORE OR LESS.

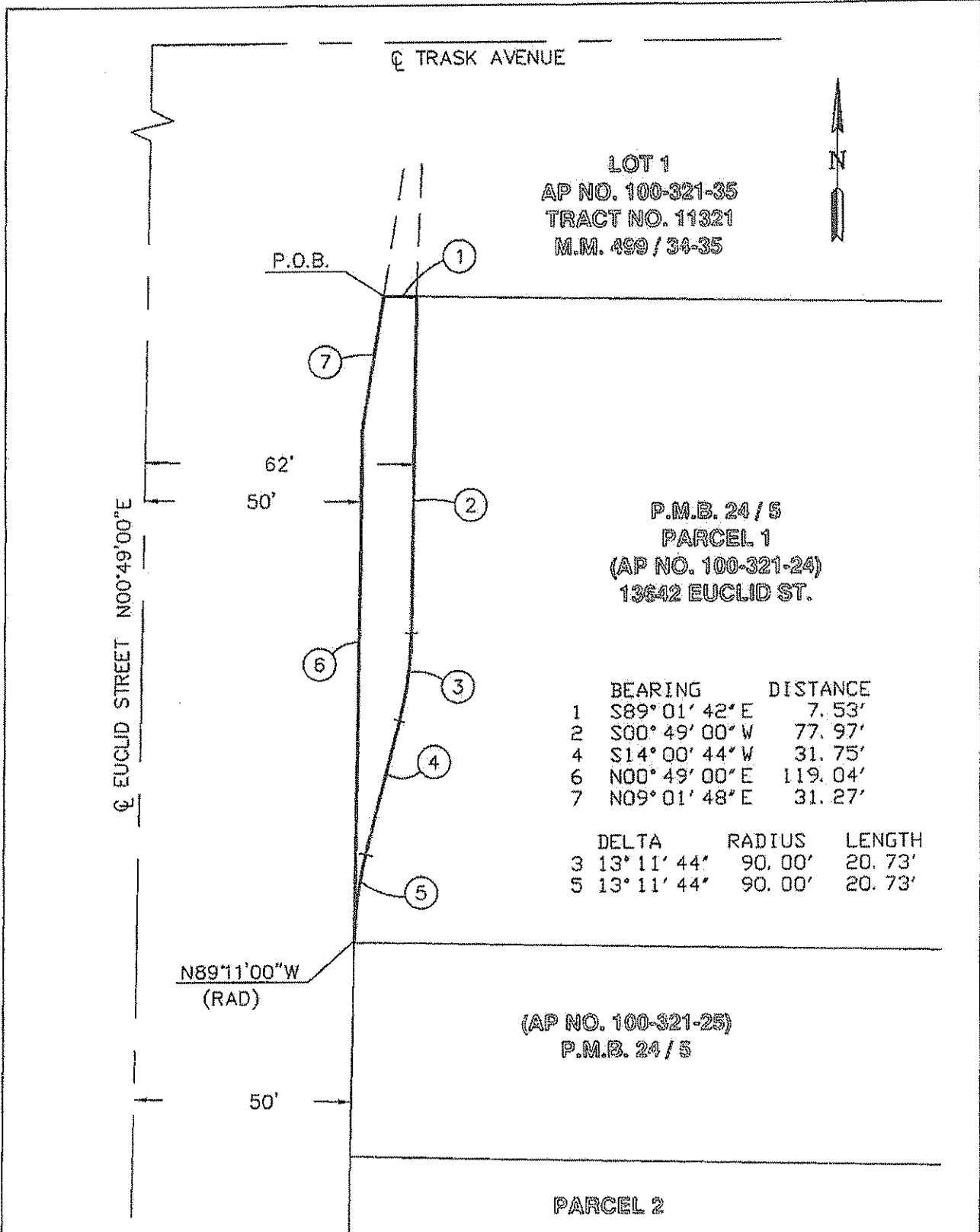
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 10TH DAY OF SEPTEMBER, 2008.

Gwen Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/09





C:\Projects\2005 Jobs\105-039 CG Euclid Legals\EXHIBIT3.dwg

JOB #: 105-039
 DATE: 9/9/08
 SCALE: 1" = 30'
 SHEET 1 OF 1

EXHIBIT "B"

AP NO. 100-321-24

COAST SURVEYING, INC.

15031 PARKWAY LOOP, SUITE 8
 TUSTIN, CA 92780-6527 (714) 918-8266

AND WHEN RECORDED MAIL TO

Name	City of Garden Grove
Address	P. O. Box 3070
City & State, Zip	Garden Grove, CA 92842
Title Order No.	Escrow No.

MAIL TAX STATEMENTS TO

Name	SAME AS ABOVE
Address	
City & State, Zip	

QUITCLAIM DEED

This document is exempt from payment of recording fees
Pursuant to Section 6103 of the Government Code
By: _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF GARDEN GROVE, a municipal corporation

does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

EQUILON ENTERPRISES LLC, a Delaware Limited Liability Company

the following described real property in the City of Garden Grove, County of Orange, State of California:

AS PER LEGAL DESCRIPTION SHOWN ON EXHIBIT "A", ATTACHED HERETO,
AND MADE A PART HEREOF

This Quitclaim is given to relinquish all right, title, and interest of the Grantor herein in and to that certain easement for street and highway purposes identified in Street Deed recorded November 11, 2005, as Instrument No. 2005000878786 of Official Records of Orange County. It is the intent of said grantor to revise the legal description by separate instrument recorded concurrently herewith.

Dated: _____

CITY OF GARDEN GROVE, a
municipal corporation

By: _____

STATE OF CALIFORNIA
COUNTY OF _____ } S.S.

Its: _____

On _____ before me,

By: _____

a Notary Public in and for said County and State, personally appeared

Its: _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

FOR NOTARY SEAL OR STAMP

Quitclaim Deed

City of Garden Grove

APPROVED AS TO FORM OTHER THAN LEGAL
DESCRIPTION

By: _____
City Attorney

Date: _____

APPROVED AS TO EXECUTION AND DESCRIPTION

By: _____
Right of Way Agent

Date: _____

EXHIBIT A
LEGAL DESCRIPTION
AP NO. 100-321-24

THAT PORTION OF PARCEL 1, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 24, PAGE 5 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL SOUTH 89°01'42" EAST 5.54 FEET TO A LINE PARALLEL WITH AND 60.00 FEET EASTERLY OF THE CENTERLINE OF EUCLID STREET; THENCE ALONG SAID PARALLEL LINE SOUTH 00°49'00" WEST 134.05 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 167.28 FEET; THENCE SOUTHERLY 15.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°28'11" TO THE SOUTH LINE OF SAID PARCEL; THENCE NONTANGENT ALONG SAID SOUTH LINE NORTH 89°01'42" WEST 9.24 FEET TO THE WEST LINE OF SAID PARCEL; THENCE ALONG SAID WEST LINE THE FOLLOWING 2 COURSES:

NORTH 00°49'00" EAST 119.04 FEET;
NORTH 09°01'48" EAST 31.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1427 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 6TH DAY OF JUNE, 2005.

Gwen-Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/07



YOUR REFERENCE: CITY OF GARDEN GROVE

ORDER NO.: 857922-12

EXHIBIT "A"

AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES OVER THAT PORTION OF PARCEL 1, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 24, PAGE 5 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING DESCRIBED AS FOLLOWS:

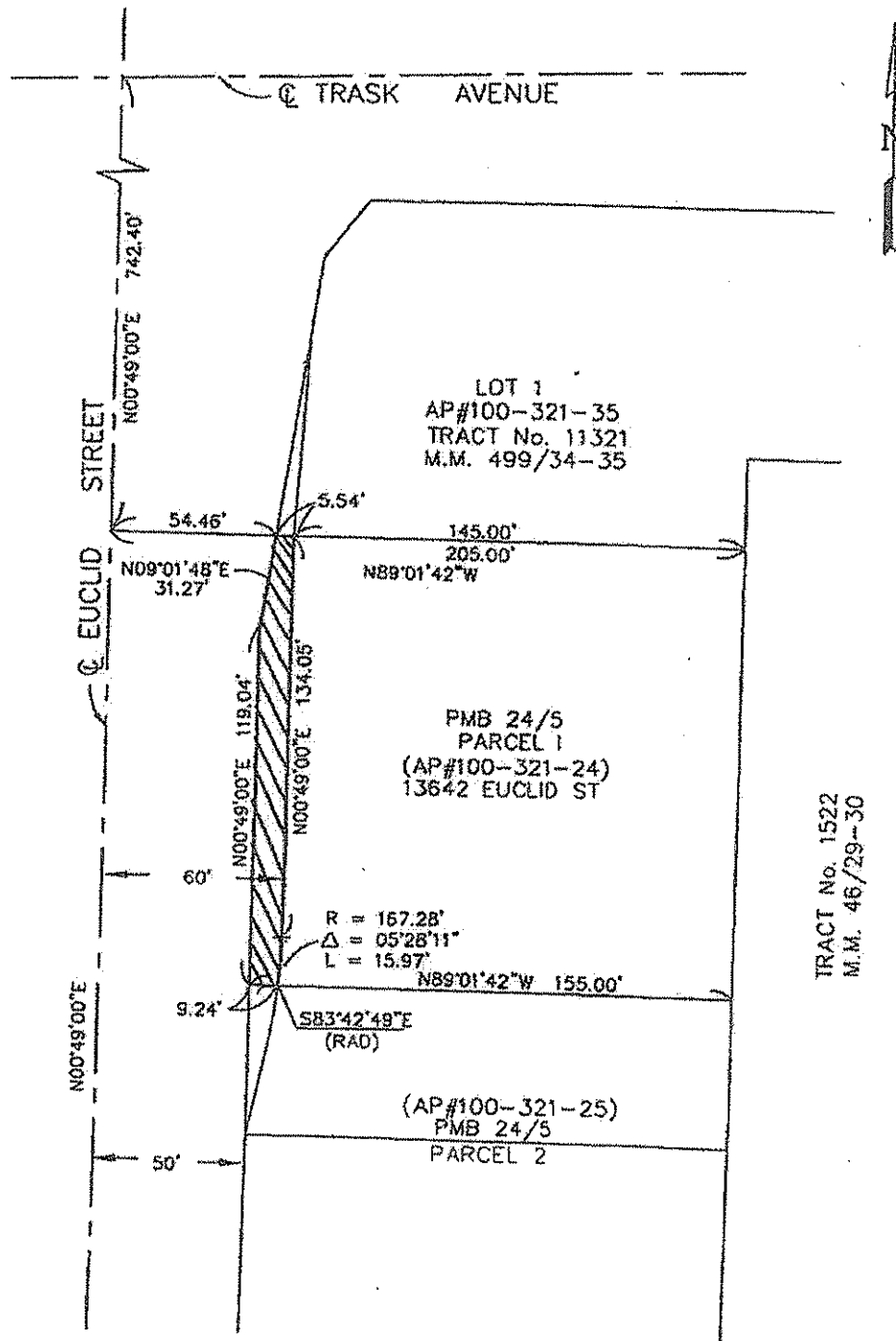
BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1: THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL SOUTH 89 DEGREES 01'42" EAST 5.54 FEET TO A LINE PARALLEL WITH AND 60.00 FEET EASTERLY OF THE CENTERLINE OF EUCLID STREET; THENCE ALONG SAID PARALLEL LINE SOUTH 00 DEGREES 49'00" WEST 134.05 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 167.28 FEET; THENCE SOUTHERLY 15.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 28' 11" TO THE SOUTH LINE OF SAID PARCEL; THENCE NONTANGENT ALONG SAID SOUTH LINE NORTH 89 DEGREES 01'42" WEST 9.24 FEET TO THE WEST LINE OF SAID PARCEL; THENCE ALONG SAID WEST LINE THE FOLLOWING 2 COURSES:

NORTH 00 DEGREES EAST 119.04 FEET;
NORTH 09 DEGREES 01'48" EAST 31.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1427 SQUARE FEET, MORE OR LESS

EXHIBIT B

Acquisition Map



JOB #: 105-039
 DATE: 6/06/05
 SCALE: 1" = 50'
 SHEET 1 OF 1

EXHIBIT "B"
 AP# 100-321-24

COAST SURVEYING, INC.
 15031 PARKWAY LOOP, SUITE B
 YUSTIN, CA 92780-6527 (714) 918-6266