

**CITY OF GARDEN GROVE**  
**INTER-DEPARTMENT MEMORANDUM**

To:	Matthew Fertal	From:	Chet Yoshizaki
Dept:	City Manager	Dept:	Economic Development
Subject:	ACQUISITION OF 12401 HARBOR BOULEVARD	Date:	January 27, 2009

**OBJECTIVE**

It is requested that the Garden Grove City Council ("City") consider the acquisition of the real property located at 12401 Harbor Boulevard, owned by the Jose T. Sanchez & Darlene L. Sanchez, Co-Trustees of the Sanchez Family Trust ("Owners"), which matter was continued from its January 13, 2009, Agenda pending further review.

**BACKGROUND**

On December 6, 2007, staff received a proposal from the Owners offering to sell the property at 12401 Harbor Boulevard. The subject property has been identified as the potential replacement site for Firestation No. 6, which is currently located on Chapman Avenue, between West Street and Harbor Boulevard.

**DISCUSSION**

Following extensive negotiations, an agreement has been reached with Owners to acquire fee simple title to 12401 Harbor Boulevard. The property contains 5,962 square feet of land and is improved with a two-unit, 1,253 square foot commercial building. A tenant currently occupies one unit and is entitled to relocation assistance and benefits. The agreed upon purchase price of \$637,500 has been determined to be at fair market value by an independent appraiser. In addition, the Seller has agreed to finance the acquisition of the subject property over a period of two years, to be secured with a Promissory Note. The following is a summary of the terms of the Agreement for Acquisition of Real Property and Escrow Instructions ("Agreement"), shown as Attachment 1:

- Purchase Price: Six Hundred Thirty-Seven Thousand Five Hundred Dollars (\$637,500).
- Initial Deposit: An initial deposit of One Hundred Twenty-Seven Thousand Five Hundred Dollars (\$127,500) due within seven (7) days of execution of the Agreement.

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- Additional Deposit: A second deposit of One Hundred Ninety One Thousand Two Hundred Fifty Dollars (\$191,250) due no later than one business day prior to the close of escrow.
- Terms: The Owners have agreed to finance the principal balance of the acquisition in the amount of Three Hundred Eighteen Thousand Seven Hundred Fifty Dollars (\$318,750) over a period of two (2) years at five percent (5%) simple interest, for a total of Three Hundred Fifty Thousand Six Hundred Twenty Five Dollars (\$350,625) secured by a Promissory Note. Attachment 2
- Escrow: Escrow is scheduled to close within ninety (90) days from the date of the execution of the Agreement by the City.
- Leases: The Owners have agreed not to enter into any new leases for the vacant portion of the subject property, while receiving compensation for the unit for the duration of the escrow period at \$900 a month. Attachment 3.
- Grant Deed: Owners shall execute a Grant Deed in favor of the City of Garden Grove. Attachment 4

### FINANCIAL IMPACT

- Community Development Block Grant (CDBG) Funds are available for acquisition and relocation expenditures.

### COMMUNITY VISION IMPLEMENTATION

- Ensure that public safety services take into account the needs of the most vulnerable segments of the community.

### RECOMMENDATION

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

- Approve the acquisition of the subject property;
- Authorize the City Manager and City Clerk to execute the Agreement, Promissory Note, Lease, and Grant Deed, and make minor modifications as needed, on behalf of the City (Attachments 1-4);
- Authorize the Finance Director to draw warrants totaling the amount of Six Hundred Seventy Two Thousand Seventy Five Dollars (\$672,075) in accordance with the Agreement Promissory Note and the lease;


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- Authorize the Finance Director to draw warrants in the appropriate amounts as set forth in the Promissory Note;
- Authorize staff to issue relocation payments to the tenant in possession when appropriate to do so;
- Authorize the City Manager and City Clerk to execute agreements for asbestos testing, asbestos abatement, and demolition at the lowest responsible bids.

  
CHET YOSHIZAKI  
Economic Development Director

By: Carlos Marquez   
Real Property Agent

**Recommended for Approval**

  
Matthew Ferial  
City Manager

Attachment 1 – Agreement for Acquisition of Real Property and Escrow Instructions  
Attachment 2 – Promissory Note  
Attachment 3 – Lease  
Attachment 4 – Grant Deed  
Attachment 5 - Site Map

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PARCEL NO: 231-451-38  
TITLE REPORT NO. 17031(dn)

### AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **CITY OF GARDEN GROVE**, a municipal corporation, ("City"), and the undersigned owners, **JOSE T. SANCHEZ AND DARLENE L. SANCHEZ, Co-Trustees of the Sanchez Family Trust dated April 18, 1994** (collectively 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, 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" attached hereto and incorporated herein by reference.
2. **Purchase Price.** The total purchase price, payable in cash through escrow, shall be the sum of **Six Hundred Thirty-Seven Thousand Five Hundred Dollars (\$637,500)** (the "Purchase Price").
  - A. **Initial Deposit.** City shall deposit the amount of **One Hundred Twenty Seven Thousand Five Hundred Dollars (\$127,500)** with escrow holder 7 days after acceptance of this offer.
  - B. **Second Deposit.** City shall deposit the amount of **One Hundred Ninety One Thousand Two Hundred Fifty Dollars (\$191,250)** with escrow holder no later than one business day prior to the close of escrow.
  - C. **Promissory Note.** City shall deposit into escrow not later than one business day prior to the close of escrow a Promissory Note, in the form attached hereto as Exhibit "C" and incorporated herein ("Promissory Note"), in favor of the Seller in the amount of **Three Hundred Eighteen Thousand Seven Hundred Fifty Dollars (\$318,750)**.
3. **Conveyance of Title.** Seller agrees to convey by Grant Deed to City, marketable fee simple title to the Property free and clear of all records and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
  - A. Taxes for the tax year in which escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if paid at the close of escrow.
  - B. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced title report issued by Western Resources Title Company, dated September 11, 2008.
  - C. Easements or rights-of-way over the Property for public or quasi-public utility or public street purposes, if any.

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 First American Title Company or a title company mutually satisfactory to City and Seller, showing fee simple 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 Western Resources Title Company, 625 The City Drive, Orange, CA 92868 or an escrow company mutually satisfactory to City and Seller. 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 **Grant Deed.** Seller has executed and delivered a Grant Deed (the "Grant Deed") to City concurrently with this Agreement. As soon as possible after opening of escrow, City will deposit the executed Grant Deed, with Certificate of Acceptance attached, with Escrow Agent on Seller's behalf. City agrees to deposit the Initial Deposit within 7 days after Agreement is executed pursuant to Section 2 (A). City agrees to deposit the Second Deposit upon demand from escrow at least one business day prior to the close of escrow, pursuant to Section 2(C). City and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.
  - 5.2 **Insurance.** Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.
  - 5.3 **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 any unpaid delinquent property taxes and/or penalties and interest thereon, and for any delinquent or non-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 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 any escrow fees, charges, and costs payable under Paragraph 5 of this Agreement.
- 7.3 Disbursement. Disburse funds and deliver the Grant Deed when conditions of this escrow have been fulfilled by City and Seller.
- 7.4 Close of Escrow. The term "close of escrow," if and where written in these instructions, shall mean the date, the Grant 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 90 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 90 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 which arise in this escrow.

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 Grant Deed sufficient to convey fee title to the City as set forth in Section 5.1.
- 8.2 Seller shall deliver through escrow a Non-Foreign Transferor Declaration duly executed and in the form of Exhibit "B" 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 Section 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 deposits required in Section 2 and the City's share of costs described herein.
- 8.10 The City shall have deposited with the Escrow Agent a duly executed Promissory Note as required in Section 2.
- 8.11 The Seller shall not have terminated this Agreement.

9. **Rental and Occupancy by Seller.**

- 9.1 Statement of Rentals. Seller agrees to execute a complete, current, and correct statement of rentals on a form furnished by City to Seller and deliver it to City within fifteen (15) days with copies of any written leases or rental agreements attached. All rents will be prorated as of the close of escrow on the basis of a 30-day month consistent with that Statement, subject to approval of City. Seller agrees not to rent any units on the premises which are now vacant, or which may be vacated by present occupants prior to close of escrow.
- 9.2 Rental Statement Terms. Seller hereby warrants that the rental statement referred to shall include the terms of all rental agreements, tenancies, and leases (written, unwritten, recorded, or unrecorded) and agrees to hold City harmless from all liability from any leases or agreements. Seller also warrants that there are no oral or written leases on all or any portion of property exceeding a period of one month, and Seller further agrees to hold City harmless and reimburse City for any and all of its losses and expenses occasioned by reason

of any lease of said property held by any tenant of for period exceeding one month, except: None.

9.3 Lease to City. Seller agrees to lease vacant unit to City at Nine Hundred Dollars (\$900) a month for the duration of the Escrow period, in the form attached hereto as Exhibit "D" and incorporated herein

10. Permission to Enter on Premises. Seller hereby grants to City, or its authorized agents, permission to enter upon the Property at all reasonable times upon not less than two (2) days advance notice prior to close of escrow for the purpose of making necessary or appropriate inspections.

10.1 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"). 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. Within thirty (30) days after receipt of City's notice to terminate, Seller shall have the option to commence the Remedial Measures in accordance with a remediation plan which is approved by all appropriate governmental authorities and approved by City (collectively, the "Plan"), in which event, the City's termination shall be revoked and this Agreement shall close as set forth herein, provided, however, City shall have no obligation to close unless and until Seller has delivered to City a certificate (the "Certificate") from a California licensed hazardous materials specialist that the Property has been remediated in accordance with the Plan. Should Seller elect to commence Remedial Measures, it shall, in consultation with the appropriate governmental agencies, promptly initiate at its cost and expense such Remedial Measures in a timely manner. The results of the Tests (or any subsequent test conducted prior to the Close of Escrow) shall be deemed to represent the condition of the soil at the Close of Escrow. In the event the Remedial Measures are not complete and Seller has not delivered the Certificate to City within six (6) months from the date hereof, City shall have the further right to terminate this Agreement, in which event no party shall have any further liability to the other hereunder.

10.2 City agrees to indemnify Seller and save it harmless and defend 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.

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 Grant 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 grant 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 currently pending or which Seller may subsequently file 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. **Possession and Disposition of Seller's Furniture.** Possession of real property and fixtures thereto which are located in or on the Property at the close of escrow shall be given to City upon the recording of the Grant Deed. All of the furniture and furnishings shall remain the property of Seller (or Seller's Tenant or other party entitle thereto) and Seller shall have the right at any time to remove or otherwise dispose of all or any portion of same, provided that all tenants occupying the premises at the time the Grant Deed is recorded shall be entitled to continue to use the furniture and furnishings then being used by them until they vacate each of their respective apartments or living spaces, and provided that within ten (10) days after notice from City that the premises have been vacated, Seller will remove or otherwise dispose of all the furniture and furnishings. All furniture and furnishings remaining on the Property after ten (10) days shall become the property of City and City may dispose of same without liability as it alone sees fit. City shall not be liable for any loss of or damage to the furniture or furnishings, regardless of when loss or damage occurs.
16. **Warranties, Representations, and Covenants of Seller.** Seller hereby warrants, represents, and/or covenants to City that:
- 16.1 **Pending Claims.** To the best of Seller's actual knowledge without a duty of independent investigation or inquiry, 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.
- 16.2 **Encroachments.** To the best of Seller's actual knowledge without a duty of independent investigation or inquiry, 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.

- 16.3 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.
- 16.4 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.
- 16.5 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 without a duty of independent investigation of inquiry, all items are in good working order.
- 16.6 Conflict with Other Obligation. To the best of Seller's actual knowledge without a duty of independent investigation or inquiry, 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.
- 16.7 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.
- 16.8 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.
- 16.9 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.
17. Hazardous Waste. Neither Seller nor, to Seller's actual knowledge, without a duty of independent investigation or inquiry, has any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the "United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law, (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the

California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous"; or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20, (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. Section 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 9601).

18. **Compliance With Environmental Laws.** To the best of Seller's knowledge the Property and its current 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, 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.
19. **Indemnity.** Seller agrees to indemnify, defend and hold City harmless from and against any claims, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in or about, to or from, the Property, or (iii) as a negative result from the City's vote to decline to purchase the property, Seller agrees to protect, defend, and hold harmless City and its elective or appointive boards, officers, agents, and employees. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment. This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act after the close of this escrow.
20. **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.
21. **Full and Complete Settlement for Fee Interest.** 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 fee 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.

22. **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, causes of action 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.
23. **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, as appropriate, and any breach thereof by City or Seller shall be deemed a material default hereunder. Either party may specifically and expressly 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 any 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, conditions 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, options 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.
24. **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.
25. **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 City:  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840

Attention: Carlos Marquez

If to Seller:  
Ted & Darlene Sanchez  
7317 E. Pinto Way  
Orange, CA 92669

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.

26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.

33. **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.
34. **Time of Essence.** Time is of the essence of each provision of this Agreement
35. **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

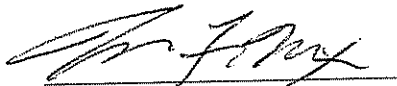
ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Date \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date 1/5/09

"SELLER"

JOSE T. SANCHEZ AND DARLENE L. SANCHEZ,  
Co-Trustees of the Sanchez Family Trust  
dated April 18, 1994

By: Jose T. Sanchez 1-5-09  
Co-Trustee Date

By: Darlene L. Sanchez 1-5-09  
Co-Trustee Date

**EXHIBIT "A"**

**LEGAL DESCRIPTION**  
**(APN: 231-451-38)**

LOT 4 OF TRACT NO. 1923, AS PER MAP RECORDED IN BOOK 54, PAGE 18 AND 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, AND HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON SAID LAND FOR THE PURPOSE OF REMOVING SAME, AS RESERVED IN THE DEED RECORDED JULY 5, 1960 IN BOOK 5313, PAGE 287 OF OFFICIAL RECORDS.

End of Legal Description

## EXHIBIT "B"

### 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 \_\_\_\_\_, 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 or social security number are \_\_\_\_\_; and \_\_\_\_\_.
3. The Transferor's office address or mailing address is

\_\_\_\_\_  
\_\_\_\_\_

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.

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit C

### Promissory Note

## PROMISSORY NOTE

\$318,750  
 12721 Harbor Blvd.  
 APN: 231-451-38  
 \_\_\_\_\_, 2009

Garden Grove, California

**FOR VALUE RECEIVED**, the **CITY OF GARDEN GROVE**, a municipal corporation ("City"), promises to pay to **JOSE T. SANCHEZ AND DARLENE L. SANCHEZ, Co-Trustees of the Sanchez Family Trust dated April 18, 1994** ("Seller"), or order at the Seller's office at 7317 E. Pinto Way, Orange, CA 92669, or such other place as the Seller may designate in writing, the sum of **Three Hundred Eighteen Thousand Seven Hundred Fifty Dollars (\$318,750)** (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. **Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Agreement for Acquisition of Real Property and Escrow Instructions executed by the Seller and the City, dated as of \_\_\_\_\_, 2009 (the "Agreement"). The rights and obligations of the City and the Seller under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. In the event of any inconsistencies between the terms of this Note and the terms of the Agreement or any other document related to the Note Amount, the terms of this Note shall prevail.
2. **Interest.** The Note Amount shall bear five percent (5%) simple interest.
3. **Repayment of Note Amount.** Monthly payments of interest only on the outstanding principal balance of the Note shall be paid by the City throughout the term of this Note, commencing on the first day of the first full calendar month following the close of escrow under the Agreement and the first day of each calendar month thereafter. The City will pay **One Hundred Fifty Nine Thousand Three Hundred Seventy Five Dollars (\$159,375)** of the principal Note Amount to the Seller on or before the first anniversary of the date of this Note. The remaining unpaid portion of the principal Note Amount together with any interest accrued and unpaid thereon, shall be due and payable on or before the second anniversary of the date of this Note. This Note shall be cancelled and surrendered to the City upon repayment. City may prepay any or all of the Note Amount at any time without prepayment penalty.
4. **Waivers**
  - A. City expressly agrees that, subject to the terms of the Agreement, this Note or any payment hereunder may be extended from time to time at the Seller's sole discretion.
  - B. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of City under this Note, either in whole or in part.
  - C. No previous waiver and no failure or delay by Seller in acting with respect to the terms of this Note shall constitute a waiver of any breach, default, or failure or condition under this Note. A waiver of any term of this Note must be made in writing and shall be limited to the express written terms of such waiver.

5. **Attorneys' Fees and Costs.** City agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.
6. **Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by City and by the Seller.
7. **Assignment Prohibited.** In no event shall either party assign or transfer any portion of this Note without the prior express written consent of the other party.
8. **Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.
9. **Miscellaneous.** Time is of the essence hereof. This Note shall be governed by and construed under the laws of the State of California except to the extent Federal laws preempt the laws of the State of California. City irrevocably and unconditionally submits to the jurisdiction of the Courts of the State of California for the County of Orange or the United States District Court of the district in which such county is located, as Seller hereof may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Note. City also waives any objection regarding personal or in rem jurisdiction or venue.

CITY OF GARDEN GROVE, a municipal corporation

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

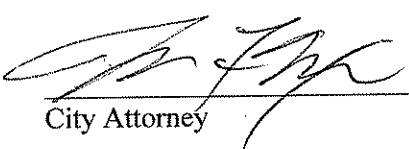
  
\_\_\_\_\_  
City Attorney

Exhibit D

Lease Agreement



## LEASE AGREEMENT

This LEASE ("Lease") is entered into as of \_\_\_\_\_, 2009, by and between, **JOSE T. SANCHEZ AND DARLENE L. SANCHEZ, Co-Trustees of the Sanchez Family Trust** dated April 18, 1994, as "Lessor," and **CITY OF GARDEN GROVE**, a municipal corporation, as "Lessee":

### 1. Lease of Premises

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, that certain real property located at 12401 Harbor Boulevard in City of Garden Grove, consisting of approximately 800 square feet of rentable space (the "Premises").

### 2. Term

The term of this lease (the "Term") shall commence on \_\_\_\_\_, 2009 and shall expire at the earlier of the close of escrow or three (3) months following the commencement date. The parties hereto may extend this lease by a signed written agreement to that effect.

### 3. Rent

Lessee shall during the Term of this Lease pay Lessor the sum of Nine Hundred Dollars (\$900) per month payable each month on or prior to the fifteenth (15<sup>th</sup>) day of each month for the duration of the term.

### 4. Use of Premises

Lessor agrees that Lessee may utilize the Premises for its existing use as a retail unit.

### 5. Nuisance or Unlawful Uses

(a) Lessee shall not commit, or permit or suffer the commitment by any sublessee, license, invitee, or guest of Lessee, of waste or nuisance on the Premises, nor shall it use or allow the Premises to be used in violation of federal, state, county or city laws, ordinances or regulations.

(b) To the best of Lessor's knowledge, no hazardous materials are present upon, in or under, or have been released from the Premises.

(c) Lessee shall not cause or permit the release of hazardous materials in, on or under the Premises. The presence or use of hazardous materials in products required for the prudent and ordinary management and operation of the Premises held and used strictly in accordance with applicable laws and orders issued by insurance underwriters and prudent standards of practice shall not violate this covenant. If Lessor or any county, state, or federal enforcement agency finds Lessee to be in violation of this Section, then Lessee shall perform investigations, removal, or other remedial work required under applicable law. Lessee may delay commencement of remedial work pending resolution of a good faith contest regarding the application, interpretation or validity of laws, orders, or agreements. Lessor shall approve the remedial work, which approval shall not be unreasonably withheld or delayed.

### 6. Holdover and Surrender

(a) At the termination of this Lease, Lessee shall vacate the Premises, leaving them in the same condition as existed at the commencement of the Lease, reasonable wear and tear, acts of God, and damage by casualty beyond the control of Lessee excepted. Lessee shall leave the Premises free and clear of all rubbish upon vacating.

(b) If Lessee holds over beyond the end of the Term with the consent, express or implied, of Lessor, such tenancy shall be deemed to be a month-to-month tenancy subject to all terms of this Lease except the definition of the Term.

## **7. Fixtures and Improvements**

(a) Lessee shall not construct or place or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the Premises without Lessor's prior written consent, not to be unreasonably withheld, conditioned, or delayed. Lessee shall remove signs, displays, advertisements or decoration Lessee has placed or permitted to be placed, on the premises, which, in Lessor's reasonable opinion, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements or decorations within thirty days after having received written notice to remove the same from Lessor, Lessor may re-enter the premises and remove them at Lessee's expense.

(b) Lessee may not structurally alter the Premises without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion.

(c) Lessee shall not remove leasehold improvements, but may remove fixtures, equipment and other personal property placed on the Premises by Lessee or under its authority. Lessee shall repair damage resulting from removal of fixtures, equipment and other personal property.

## **8. Inspection and Maintenance**

(a) Condition of Premises. Lessee has examined the Premises and acknowledges that it is clean and in operative condition.

(b) Notwithstanding the provisions of Section 8, Lessee shall, at its sole cost and expense, at any time and from time to time during the Term, make any alterations, improvements or replacements in, on, to or of the Premises, in whole or in part, which may be necessary or desirable to keep the Premises in good and safe condition and repair.

(c) If all or a portion of the Premises is damaged or destroyed by fire or other casualty, Lessor shall have the prerogative, at its sole discretion, either to (a) repair or rebuild the Premises (or portion thereof) and diligently pursue the same to completion, or (b) not to repair or rebuild the Premises (or any portion thereof). Lessor shall, by written notice to Lessee, make its election whether to repair and rebuild the Premises within thirty (30) days after the date of the fire or other casualty. In the event that Lessor elects not to repair or rebuild, this Lease shall terminate as of the date of the fire or other casualty and Lessee shall pay any Rent accrued only through the date of such termination. The provisions of the Lease, including this Section, constitute an express agreement between Lessor and Lessee with respect to any and all damage to, or destruction of, all or any part of the Premises, and Lessor and Lessee agree that Sections 1932(2) and 1933(4) of the California Civil Code shall have no application to this Lease or any damage or destruction to the Premises.

## **9. Utilities**

Lessee shall furnish to the Premises all required gas, water, electricity, sewer, and all other utilities, including, but not limited to, sufficient electricity to provide adequate security lighting in all common areas during periods of unrestricted public access. Lessee shall indemnify and save Lessor harmless from and against any liability or damages resulting from, arising out of, or connected with, the provision of, or failure to provide or pay any charges assessed against the Premises for such utility services.

#### **10. Indemnification; Insurance**

(a) Lessee shall hold Lessor, its officers, agents, and employees, free and harmless from liability, costs or damages, including attorney fees, resulting from negligent acts or omissions to act by Lessee, its officers, agents, or employees arising out of Lessee's occupancy of the Premises.

(b) Lessee's personal property, fixtures, equipment, inventory and vehicles (collectively, "Lessee's Property") are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own insurance against loss or damage to Lessee's Property. In addition, Lessee shall carry public liability insurance against claims for bodily injury or damage to property occurring within the Premises in an amount of not less than \$1,000,000. Lessee's liability insurance shall name Lessor as an additional insured. Lessee, upon Lessor's request, shall provide Lessor with a certificate of insurance establishing Lessee's compliance with the foregoing insurance requirements.

#### **11. Assignment**

Lessee shall not assign this Lease or sublease the Premises, or any right or privilege hereunder without Lessor's prior written consent to be given or withheld in Lessor's sole and absolute discretion. Consent by Lessor to any assignment or sublease shall not constitute a consent to a subsequent assignment or sublease. Lessee's unauthorized assignment or sublease shall be void and shall terminate this Lease at Lessor's option. Lessee's interest in this Lease is not assignable by operation of law.

#### **12. Lessor's Remedies on Lessee's Breach**

(a) In the event of any default hereunder which default has not been timely cured, Lessor may, at its option:

(1) Exercise its right to maintain any and all actions at law or suits in equity to compel Lessee to correct or cause to be corrected said default;

(2) Maintain and operate the Premises and the Lessee Improvements, without terminating this Lease; or

(3) Terminate this Lease by written notice to Lessee of its intention to do so, but only if the default occurs after the initial Term of this Lease.

#### **13. Miscellaneous**

(a) Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's and Lessee's addresses for this purpose shall be:



Lessor: Jose T. Sanchez & Darlene L. Sanchez  
7317 E. Pinto Way  
Orange, CA 92869

Lessee: City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attention: Carlos Marquez

(b) Lessor's waiver of a default of any term, covenant or condition of this Lease is not a waiver of any other or subsequent default of the same or other provisions hereof. Lessor's acceptance of rent after breach is not waiver of the breach.

(c) This Lease supercedes and replaces any prior agreement between the parties with respect to the use of the Premises, excepting only any provisions of that certain Agreement for Acquisition of Real Property and Escrow Instructions dated as of January 13, 2009.

(d) This Lease and its terms, covenants and conditions apply to and are binding upon and inure to the heirs, successors, executors, administrators and assigns of the parties hereto.

(e) Time is of the essence herein.

(f) In the operations pursuant to this Lease and otherwise in the use of the Premises, Lessee will not discriminate or permit discriminations against any person or class of persons by reason of race, color, creed, sex, age or national origin.

(g) The prevailing party shall recover attorney fees and costs if litigation is necessary to enforce this Lease.

(h) This Lease shall be interpreted and enforced in accordance with California law.

THE PARTIES HAVE CAUSED THIS LEASE TO BE EXECUTED AS OF THE DATE  
WRITTEN FIRST ABOVE.

**LESSOR**

**JOSE T. SANCHEZ AND DARLENE L. SANCHEZ,**  
Co-Trustees of the Sanchez Family Trust dated April 18,  
1994

By: Jose T. Sanchez 12-18-08  
Co-Trustee Date

By: Darlene L. Sanchez 12-18-08  
Co-Trustee Date

**LESSEE**

ATTESTED BY:

\_\_\_\_\_  
City Clerk

**CITY OF GARDEN GROVE,**  
a municipal corporation

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

  
City Attorney

Recording Requested By:

Attachment 4

CITY OF GARDEN GROVE

AND WHEN RECORDED MAIL TO

City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attn: Real Property Office

231-451-38  
ASSESSOR PARCEL NUMBER

This document is exempt from payment of recording fee  
Pursuant to Section 6103 of the Government Code.

DOCUMENTARY TRANSFER TAX  
Exempt per revenue and Taxation Code  
Section 11922

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

## GRANT DEED

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

**JOSE T. SANCHEZ AND DARLENE L. SANCHEZ, Co-Trustees of the Sanchez Family Trust dated April 18, 1994**

hereby **GRANT (S)**, to, **CITY OF GARDEN GROVE**, a municipal corporation, all that real property in the City of Garden Grove, County of Orange, State of California, described as:

LOT 4 OF TRACT NO. 1923, AS PER MAP RECORDED IN BOOK 54, PAGE 18 AND 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, AND HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND, BUT WITHOUT THE RIGHT TO ENTER UPON SAID LAND FOR THE PURPOSE OF REMOVING SAME, AS RESERVED IN THE DEED RECORDED JULY 5, 1960 IN BOOK 5313, PAGE 287 OF OFFICIAL RECORDS.

Dated \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ }

S.S.

On \_\_\_\_\_ before me,

JOSE T. SANCHEZ AND DARLENE L. SANCHEZ,  
Co-Trustees of the Sanchez Family Trust dated April 18,  
1994

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

By: \_\_\_\_\_  
Co-Trustee

\_\_\_\_\_  
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.

By: \_\_\_\_\_  
Co-Trustee

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

FOR NOTARY SEAL OR STAMP

WITNESS my hand and official seal

Signature \_\_\_\_\_

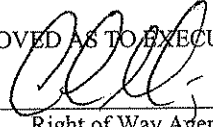
# CITY OF GARDEN GROVE

APPROVED AS TO FORM OTHER THAN LEGAL  
DESCRIPTION

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

APPROVED AS TO EXECUTION AND DESCRIPTION

By:  \_\_\_\_\_  
Right of Way Agent

Dated: December 18, 2008

This is to certify that the interest in real property  
conveyed by the deed or grant dated \_\_\_\_\_ from

\_\_\_\_\_ to the City of Garden Grove, a municipal corporation, 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 July 17, 1978, and the grantee consents to  
recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

# 12401 Harbor Boulevard Site Map



NORTH