

Developer pursuant to the Purchase and Sale Agreement in the amount of \$370,000.

RECOMMENDATION

Staff recommends that:

- the City Council adopt the attached Resolution approving the Cooperation, Purchase and Sale Agreement and authorize the City Manager to execute all agreements on behalf of the City.
- the Agency approve the Cooperation, Purchase and Sale Agreement and authorize the Director to execute all agreements on behalf of the Agency.

M Merola for
CHET YOSHIZAKI
Economic Development Director

Kathleen McCall

By: Kathleen McCall Angel
Economic Development Specialist

Recommended for Approval

John R. Clark
Matthew Ferial
City Manager
for

Attachment 1: Resolution
Attachment 2: Cooperation Purchase and Sale Agreement
Attachment 3: Site Map
Attachment 4: Negative Declaration

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING A COOPERATION, PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY AND THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

WHEREAS, the City of Garden Grove (the "City") is authorized pursuant to Government Code Section 37350 to "... purchase, lease, receive, hold, and enjoy real and personal property, and control and dispose of it for the common benefit"; and

WHEREAS, the City may also, pursuant to Health & Safety Code Section 33220 sell any of its property to the Garden Grove Agency for Community Development (the "Agency") for the purpose of aiding and cooperating in the planning, undertaking and construction or operation of a redevelopment project; and

WHEREAS, the Agency is a redevelopment agency validly existing and exercising powers pursuant to the California Community Redevelopment Law, Part 1 of Division 24, Section 33000 *et seq.* of the Health and Safety Code (Community Redevelopment Law); and

WHEREAS, the Agency is charged with implementing the Redevelopment Plan (the "Redevelopment Plan") as adopted for the Garden Grove Community Project; and

WHEREAS, the Agency has adopted an implementation plan (the "Implementation Plan") and is in the course of implementing the Redevelopment Plan; and

WHEREAS, the Agency is authorized to convey land under Sections 33430 *et seq.* of the Health & Safety Code in furtherance of the implementation of the Redevelopment Plan; and

WHEREAS, the City is the owner of approximately 18,480 square feet of vacant land generally located at 13531 Fairview Street in the City (the "Property") which is a remnant parcel from a larger parcel acquired by the City for street and highway purposes and which Property is more particularly described in the legal description of the Property attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS, the Property is in close proximity of the Garden Grove Community Project which both parties agree or will serve as a benefit to the Agency and the Project Area. Agency is desirous of acquiring the Property in order to effectuate the terms and provisions as set forth in the Redevelopment Plan; and

WHEREAS, concurrently with this Cooperation Agreement, Agency is considering the approval of that certain purchase and sale agreement (the "Purchase and Sale Agreement") between Agency and Pomelo LLC, a California limited liability company (the "Developer").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES RESOLVE AS FOLLOWS:

Section 1. The City Council finds and determines that the sale of the Property to the Agency will aid the Agency in the implementation of the Redevelopment Plan pursuant to the Purchase and Sale Agreement.

Section 2. The City Council hereby finds and determines that there have been no substantial changes in the Project or the circumstances under which the Project is undertaken, and there is no new information with respect to the Project, which would require any further environmental analysis or approvals pursuant to CEQA. The City Council hereby adopts the Negative Declaration for the Project. The City Clerk is hereby authorized to prepare and file a Notice of Determination with the Clerk for the County of Orange pursuant to 14 California Code of Regulations section 15075.

Section 3. The City Council hereby finds and determines that the disposition of the Site by the Agency pursuant to the Purchase and Sale Agreement will eliminate blight within and near the Project Area by contributing to consolidation of relatively small parcels with a larger parcel, promoting improvements, and expanding the housing opportunities available within the community, as well as providing for the proper reuse and redevelopment of a portion of the Project Area which was declared blighted.

Section 4. The City Council hereby finds and determines that the Agreement is consistent with the provisions and goals of the Implementation Plan.

Section 5. The Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Purchase and Sale Agreement.

PASSED AND ADOPTED by the City Council of the City of Garden Grove, California, this ____ day of _____, 2010, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

MAYOR OF THE CITY OF GARDEN GROVE

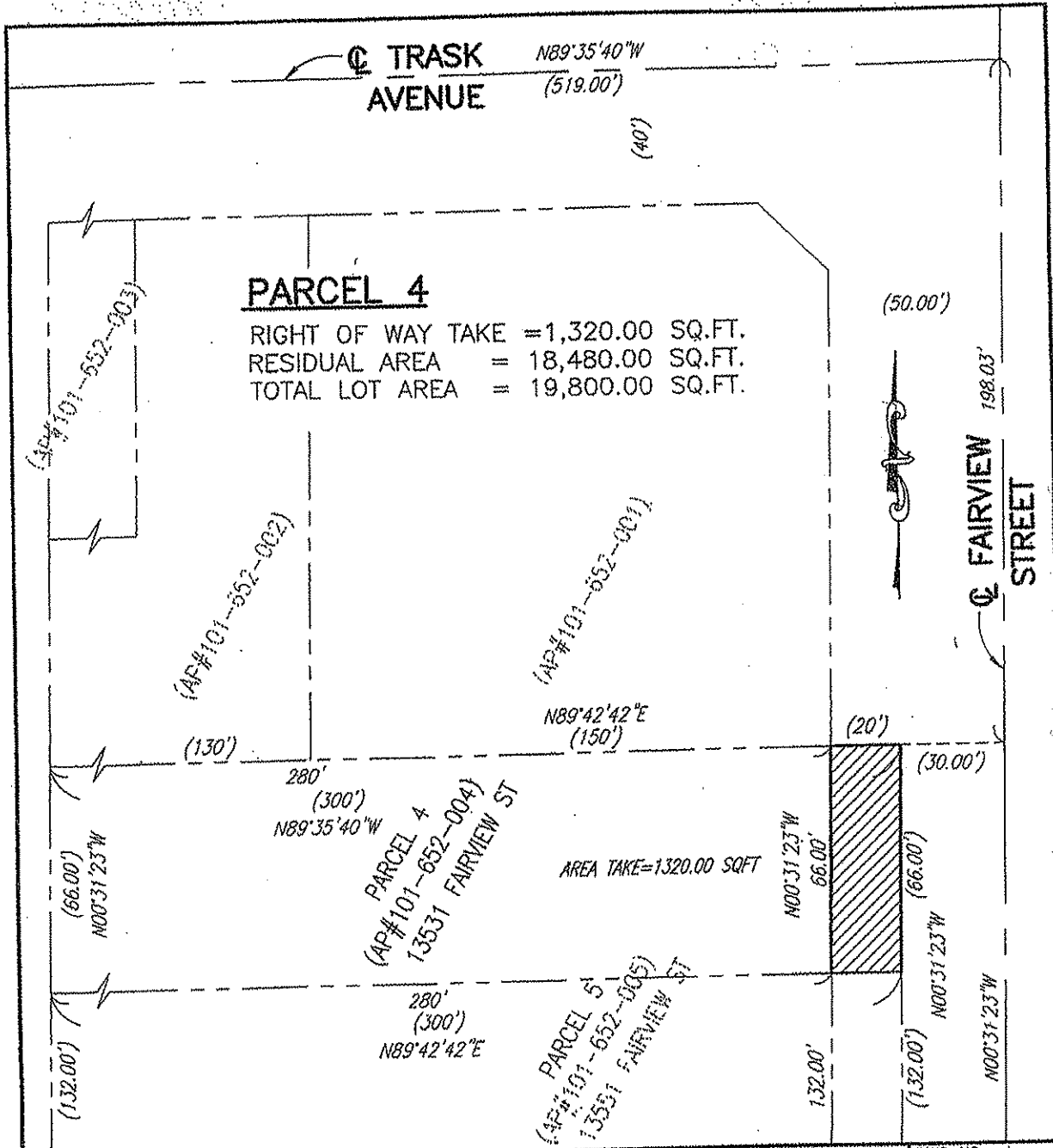
ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

EXHIBIT A
SITE MAP (PARCEL 4)




PARCEL 4

RIGHT OF WAY TAKE = 1,320.00 SQ.FT.
 RESIDUAL AREA = 18,480.00 SQ.FT.
 TOTAL LOT AREA = 19,800.00 SQ.FT.

PARCEL 4
 (AP#101-652-004)
 13531 FAIRVIEW ST

PARCEL 5
 (AP#101-652-005)
 13531 FAIRVIEW ST

AREA TAKE=1320.00 SQFT

 <p>City Of Garden Grove Department Of Public Works</p>	DWG NO. :	
	PREPARED BY : MCB	
<p>ACQUISITION MAP</p>	R/W NO:	PROJECT NO. :
	SCALE: 1"=40'	APPROVED BY : CITY ENGINEER
	THIS IS NOT A SURVEY BUT IS COMPILED FROM EXISTING RECORDS	
		CHECKED BY: MU

COOPERATION, PURCHASE AND SALE AGREEMENT

THIS COOPERATION, PURCHASE AND SALE AGREEMENT ("Cooperation Agreement") is entered into as of April 13, 2010, by and between the **CITY OF GARDEN GROVE**, a California municipal corporation ("City"), and the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic ("Agency").

RECITALS

A. City is the owner of approximately 18,480 square feet of vacant land generally located at 13531 Fairview Street in the City ("Property"). The Property is more particularly described in the Legal Description of Property attached hereto as Exhibit "A" and incorporated herein.

B. Agency is a redevelopment agency validly existing and exercising powers pursuant to the California Community Redevelopment Law, Part 1 of Division 24, Section 33000, *et seq.* of the Health and Safety Code ("Community Redevelopment Law").

C. The Property is in close proximity to the Garden Grove Community Project Area, which both parties agree has or will serve as a benefit to the Agency and the Project Area. Agency in order to effectuate the terms and provisions set forth in the Redevelopment Plan is desirous of acquiring the Property which is a remnant parcel from a larger parcel acquired by the City for street and highway purposes.

D. Agency proposes to acquire the Property from City.

E. Concurrently with this Cooperation Agreement, Agency is considering the approval of that certain Purchase and Sale Agreement ("Purchase and Sale Agreement") between Agency and Pomelo LLC, a California limited liability company ("Developer").

F. For the purpose of aiding and cooperating in the planning, undertaking, construction, or operation of the redevelopment projects within the area in which it is authorized to act, City, upon the terms and with or without consideration as it determines, may dedicate, sell, convey, or lease any of its real property to the Agency in accordance to the provisions set forth in Section 33220 of the Health and Safety Code.

G. In order to facilitate Agency's obligations under the Purchase and Sale Agreement, City desires herein to convey title to the Property to Agency in accordance with the terms and conditions set forth in this Cooperation Agreement concurrently with the acquisition by the Developer of the Property pursuant to the Purchase and Sale Agreement.

NOW THEREFORE, City and Agency hereby agree as follows:

1. Conveyance of Property. City shall convey the Property to Agency and Agency shall acquire the Property from City in accordance with Health and Safety Code Section 33220.

2. **Purchase and Sale of Property.** The purchase price for the Property shall be an amount equal to the purchase price to be received by the Agency for the Property from the Developer pursuant to the Purchase and Sale Agreement, which the Agency and the City agree and acknowledge is the fair market value of the Property (the "Purchase Price").

3. **Escrow.** City shall submit into the escrow which is established for the conveyance of the Property ("Escrow") a duly executed grant deed to the Property in the form attached hereto as Exhibit "B" and incorporated herein ("Grant Deed"). Agency shall submit into the Escrow an executed acceptance of the Property, and all of the costs of the Escrow. The parties shall submit any additional documents into Escrow as may be required for the closing of Escrow. The close of Escrow shall occur concurrently with Agency's conveyance of the Property to Developer pursuant to the Purchase and Sale Agreement.

4. **Condition of the Property.** Agency expressly understands and agrees that Agency shall acquire the Property in an "AS IS" condition on the closing date. City specifically disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including without limitation, the physical and environmental condition of the Property.

5. **General Provisions.**

a. **Approvals and Actions.** Agency shall maintain authority of this Cooperation Agreement and the authority to implement this Cooperation Agreement through the Agency Director (or his duly authorized representative). The Agency Director shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Cooperation Agreement on behalf of Agency so long as such actions do not add to the costs incurred or to be incurred by Agency as specified herein, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board.

City shall maintain authority of this Cooperation Agreement and the authority to implement this Cooperation Agreement through the City Manager (or his duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Cooperation Agreement on behalf of City so long as such actions do not add to the costs incurred or to be incurred by City as specified herein, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

b. **Modifications.** Any alteration, change or modification of or to this Cooperation Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

c. **Severability.** If any term, provision, condition or covenant of this Cooperation Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Cooperation Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or

which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

d. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Cooperation Agreement including, but not limited to, releases or additional agreements.

e. Assignment. This Cooperation Agreement shall be binding upon and shall inure to the benefit of City and Agency and their respective successors and assigns. Agency shall have the right to assign this Cooperation Agreement or any interest or right under this Cooperation Agreement or under the Escrow without obtaining the prior written consent of City.

IN WITNESS WHEREOF, City and Agency have executed this Cooperation Agreement as of the date first set forth above.

AGENCY:

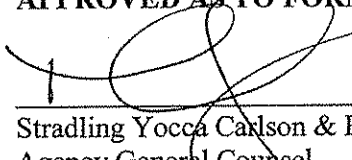
**GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT,**
a public body, corporate and politic

By: _____
Chairperson

ATTEST:

Agency Secretary

APPROVED AS TO FORM:



Stradling Yocca Carlson & Rauth
Agency General Counsel

CITY:

CITY OF GARDEN GROVE, a California
municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That real property located in the City of Garden Grove, County of Orange, State of California, and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LAND CONVEYED TO VINCENT F. BOLES AND HIS WIFE BY DEED RECORDED JANUARY 28, 1952, IN BOOK 2279, PAGE 288 OF OFFICIAL RECORDS; THENCE WEST ALONG THE NORTH LINE OF SAID LAND CONVEYED TO BOLES 330.00 FEET TO A POINT IN THE WEST LINE OF THE EAST 3 ACRES OF THE NORTH 6 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 3 ACRES 132.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE LAND CONVEYED TO BOLES 330.00 FEET TO A POINT IN THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH ALONG SAID EAST LINE 132.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THE WEST 20.00 FEET OF THE EAST 50.00 FEET OF THE SOUTH HALF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN

EXHIBIT B

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
Garden Grove Agency for)
Community Development)
11222 Acacia Parkway)
Garden Grove, CA 92842)
Attention: Director)

This document is exempt from payment of a recording fee pursuant to Government Code Section 27383.

Exempt from payment of Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922

GRANT DEED

FOR VALUE RECEIVED, the **CITY OF GARDEN GROVE**, a California municipal corporation, hereby grants to the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic, all that certain real property located in the City of Garden Grove, County of Orange, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein.

IN WITNESS WHEREOF, grantor has executed this Grant Deed as of _____, 20__.

CITY OF GARDEN GROVE, a California municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT NO. 1 TO EXHIBIT B

PROPERTY DESCRIPTION

That real property located in the City of Garden Grove, County of Orange, State of California, and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LAND CONVEYED TO VINCENT F. BOLES AND HIS WIFE BY DEED RECORDED JANUARY 28, 1952, IN BOOK 2279, PAGE 288 OF OFFICIAL RECORDS; THENCE WEST ALONG THE NORTH LINE OF SAID LAND CONVEYED TO BOLES 330.00 FEET TO A POINT IN THE WEST LINE OF THE EAST 3 ACRES OF THE NORTH 6 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 3 ACRES 132.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE LAND CONVEYED TO BOLES 330.00 FEET TO A POINT IN THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH ALONG SAID EAST LINE 132.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THE WEST 20.00 FEET OF THE EAST 50.00 FEET OF THE SOUTH HALF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN

STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)
 personally appeared _____

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

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

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

 Title(s)

 Title Or Type Of Document

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

 Number Of Pages

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Date Of Documents

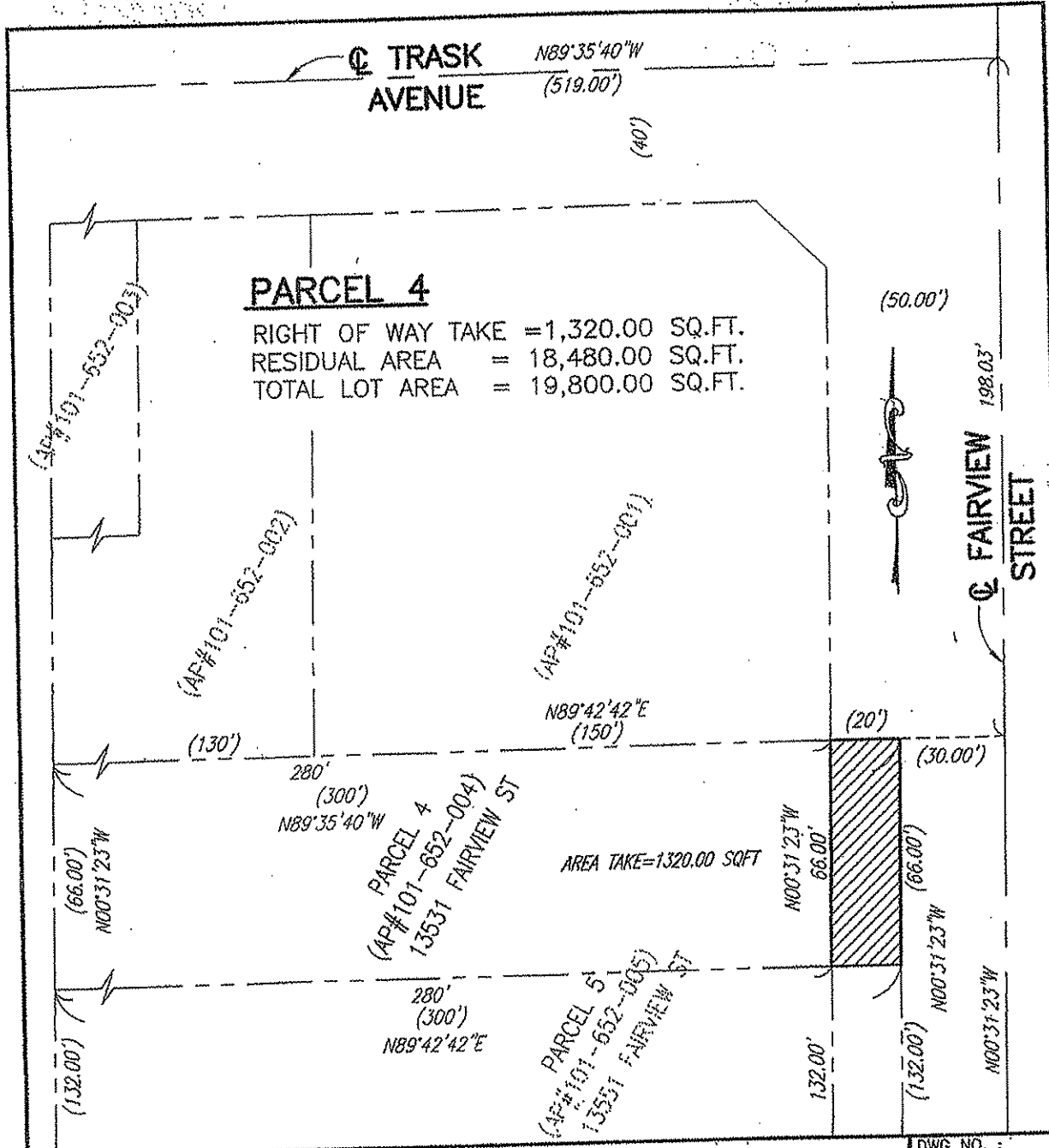
 Signer(s) Other Than Named Above

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by written deed or grant deed dated _____, 20____, from the **CITY OF GARDEN GROVE**, a California municipal corporation, to the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic, is hereby accepted by the undersigned officer on behalf of the Garden Grove Agency for Community Development pursuant to authority conferred by Resolution of the Garden Grove Agency for Community Development adopted on July 17, 1978 and the grantee consents to recordation thereof by its duly authorized officer.

Dated as of _____, 20____.

Agency Director



City Of Garden Grove
 Department Of Public Works

DWG NO. :	
PREPARED BY :	MCB
DRAWN BY :	MCB
CHECKED BY :	MU

ACQUISITION MAP

R/W NO:	PROJECT NO. :
SCALE: 1"=40'	APPROVED BY : CITY ENGINEER
THIS IS NOT A SURVEY BUT IS COMPILED FROM EXISTING RECORDS	

NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
(To Be Completed by Lead Agency)

Project Title: Negative Declaration, Planned Unit Development No. PUD-124-10, Site Plan No. SP 455-10, Tentative Tract Map No. TT-17353, Development Agreement No. DA-180-10

Project Location: West side of Fairview Street, south of Trask Avenue at 13531, 13551, 13581, and 13585 Fairview Street

Project Description:

A request to rezone a 2.48-acre site from R-1 (Single-Family Residential) to Planned Unit Development for the allowance to create a 20-unit single-family residential small lot subdivision; a Site Plan to construct the 20 single-family homes with associated site improvements that include on-street parking and open space areas; and a Tentative Tract Map to create the 20-unit subdivision. A Development Agreement is also included. The site is in the R-1 (Single-Family Residential) zone.

Name and Address of Developer or Project Sponsor:

Brandywine Homes
Attn: Brett Whitehead
16580 Aston
Irvine, CA 92606

Phone: (949) 296-2400

Findings:

The Planning Coordinating Committee (PCC) of the City of Garden Grove has reviewed the Initial Study of Environmental Effects (attached) for the above-described project and hereby finds:

- A. The project is in conformance with the environmental goals and policies adopted by the community.
- B. The project will not have a significant effect on the environment.

Mitigation Measures (if any, to avoid potentially significant effects):

If mitigation measures are provided, such items are included and implemented through the proposed project and included in the Initial Study.

Reason for Finding of No Significant Effect: The project is consistent with the City's General Plan, zoning designation and the City's development standards and any environmental concerns noted in the Environmental Checklist form have been appropriately addressed for this project.

Contact Person and Phone Number: Lee Marino (714) 741-5312

Chairman, Planning Coordinating Committee

Date