

CITY OF GARDEN GROVE

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
From: Keith G. Jones

Dept: City Manager
Dept: Public Works

Subject: EASEMENT FOR STREET PURPOSES AT 12511 LAMPSON AVENUE
Date: June 22, 2010

OBJECTIVE

It is requested that the City Council consider the acquisition of an easement for the Harbor Boulevard/Lampson Avenue Intersection Improvement Project ("Project") over a portion of the real property located at 12511 Lampson Avenue, owned by Ignacio J. Angel, Esperanza V. Angel, and Mateo Angel (together, "Owners").

BACKGROUND/ DISCUSSION

On May 9, 2006, the City Council adopted a Negative Declaration of Environmental Impact for the Project with a finding that the Project will have a De Minimis impact on fish and game. The Project consists of widening the east and west side of Harbor Boulevard at Lampson Avenue and widening north and south side of Lampson Avenue at Harbor Boulevard to accommodate right turn lanes at each corner. Additional improvements will include concrete sidewalk, ADA compliant handicapped ramps, asphalt concrete paving, cross gutter, raised pavement markers, and traffic signal modifications. At this meeting, staff was directed to negotiate the acquisition an easement affecting the subject property. The proposed easement affects 10 feet of frontage along Lampson Avenue and is approximately 650 square feet in area. An Agreement has been reached with the Owners to acquire the easement. The agreed upon purchase price is \$40,000 (Attachment 1).

FINANCIAL IMPACT

Measure "M" local funds have been allocated for the acquisition and improvement of the street improvement project.

RECOMMENDATION

It is recommended that City Council:

- Approve the acquisition of the pertinent easement;

- Authorize the City Manager to execute the Right-of-Way Agreement for Acquisition of Real Property and Escrow Instructions, and make minor modifications as needed, on behalf of the City;
- Authorize the City Clerk to accept the Street Deed on behalf of the City;
- Authorize the Finance Director to draw a warrant in the amount of Forty Thousand Dollars (\$40,000).


KEITH G. JONES
Public Works Director


By: Carlos Marquez
Real Property Agent

Attachment 1: Right-of-Way Agreement for Acquisition of Real Property and Escrow Instructions

Attachment 2: Street Deed

Recommended for Approval



Matthew Fertal
City Manager

PARCEL NO: 5
TITLE REPORT NO.: 24650 DN
PROJECT: HARBOR LAMPSON INTERSECTION
PROJECT NO 7281

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

THIS AGREEMENT is entered into this 5th day of June 2010, by and between the **CITY OF GARDEN GROVE**, a municipal corporation ("City"), and the undersigned owners **IGNACIO J. ANGEL AND ESPERANZA V. ANGEL**, husband and wife and **MATEO ANGEL**, a single man (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 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" attached hereto and incorporated herein by reference.

2. **Purchase Price.** The total purchase price, payable in cash through escrow, shall be the sum of **forty thousand** dollars (\$40,000) (the "Purchase Price").

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 a combination wrought iron gate and block wall along the southerly boundary of the remainder property.

B. Construct curb, gutter paveout and sidewalk along the proposed right of way.

C. Remove existing landscape irrigation system from the proposed right of way and replace like system within the remainder property.

2.3 Seller Agrees to and Shall:

A. Grant to City a Right of Entry to the remainder property (“Remainder Property”) for the purpose of adjusting the grade of said Remainder Property to the proposed grade of the proposed street improvement, specifically, at the intersection of Harbor Boulevard and Lampson Avenue.

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:

3.1 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 unpaid at the close of escrow.

3.2. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced title report issued by Lawyers Title Company, dated May 9, 2009.

3.3 Easements or rights of way over the Property for public or quasi-public utility for public street purposes, if any.

3.4 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 Western Resources Title Company, 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, Western Resources Title Company or an other escrow company mutually agreeable by the parties. 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 any unpaid delinquent property taxes and/or penalties and interest thereon, and for any 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 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 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 "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 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. **Temporary Construction Easement.** Seller hereby grants to the City, its authorized agents or contractors a temporary construction easement 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 Temporary Construction Easement 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 Temporary Construction Easement. 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. Permission to Enter on Premises. Seller hereby grants to City, 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 undertake 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 undertake 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 **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.
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. Neither Seller nor, to the best of Seller's knowledge, 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 byphenyls, (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).

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, 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.** 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.

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, 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.

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, 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.
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:

Ignacio J. and esperanza V. Angel
2064 S. Margie Lane
Anaheim CA 92802

If to City:

City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92642
Attention: Real Property Office

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 _____

APPROVED AS TO FORM:

"SELLER"

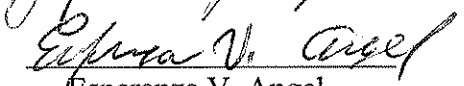


City Attorney



Ignacio J. Angel

Date 6/16/10



Esperanza V. Angel



Mateo Angel

EXHIBIT "A"
LEGAL DESCRIPTION
Portion of APN 213-531-15

THE SOUTH 10.00 FEET OF LOT 116 OF TRACT NO. 2012, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 55, PAGES 47, 48 AND 49, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

TO BE KNOWN AS LAMPSON AVENUE.

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 "A"

LEGAL DESCRIPTION
Portion of APN 213-531-15

THE SOUTH 10.00 FEET OF LOT 116 OF TRACT NO. 2012, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 55, PAGES 47, 48 AND 49, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

TO BE KNOWN AS LAMPSON AVENUE.

Recording Requested By:

CITY OF GARDEN GROVE

AND WHEN RECORDED MAIL TO

City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842
Attn: Real Property Office

Portion of - 231-531-15
ASSESSOR PARCEL NUMBER

This document is exempt from payment of recording fees pursuant to Section 6103 of the Government Code.

City Clerk's No. _____

By: _____

STREET DEED

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

IGNACIO J. ANGEL AND ESPERANZA V. ANGEL, husband and wife as joint tenants, and **MATEO ANGEL**, a married man, do hereby **GRANT** to the **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

PER LEGAL DESCRIPTION SHOWN ON EXHIBIT "A", AND DELINEATED ON PLOT MAP SHOWN AS EXHIBIT "B" BOTH OF WHICH ARE ATTACHED HERETO, AND MADE A PART HEREOF

It is understood that each undersigned grantor grants only that portion of the above described land in which said grantor has an interest.

Dated _____

IGNACIO J. ANGEL AND ESPERANZA V. ANGEL,
Husband and wife as joint tenants, and MATEO ANGEL,
married man

By: _____
Ignacio J. Angel

By: _____
Esperanza V. Angel

By: _____
Mateo Angel

STATE OF CALIFORNIA
COUNTY OF _____ } S.S.

On _____ before me,

_____ 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

FOR NOTARY SEAL OR STAMP

Signature _____

Street Deed

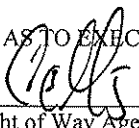
City of Garden Grove

APPROVED AS TO FORM OTHER THAN LEGAL DESCRIPTION

By: _____
City Attorney

Dated: _____

APPROVED AS TO EXECUTION AND DESCRIPTION

By:  _____
Right of Way Agent

Dated: 6/17/2010

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 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 July 17, 1978, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL "A":

All that certain real property situated in the County of Orange, State of California, described as follows:

The south 10.00 feet of Lot 116 of Tract No. 2012, in the City of Garden Grove, in the County of Orange, State of California, as per map recorded in Book 55, Pages 47, 48 and 49 of Miscellaneous Maps, in the Office of the County Recorder of said County. See Exhibit "B" attached. Containing 650 square feet more or less.

Except therefrom ½ of all oil, gas, minerals and hydrocarbon substances in and under said land below a depth of 500 feet, but without the right of surface entry to said land as reserved in deed recorded January 14, 1954 in Book 2649, page(s) 166 of Official Records.

Except therefrom ¼ of all oil, gas, minerals and hydrocarbon substances in and under said land below a depth of 500 feet, but without the right of surface entry to said land as reserved in various deeds of record.

Prepared by: Bruce Hall Land Surveyor
LS 4743
Exp. 9/30/11

B. Hall 3/18/10

Bruce Hall LS 4743

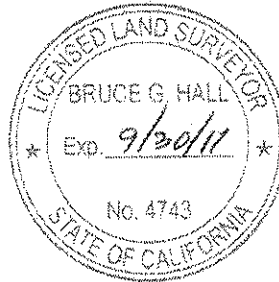


EXHIBIT "B"

