

**Garden Grove Sanitary District**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew J. Fertal  
From: Keith G. Jones  
Dept: General Manager  
Dept: Public Works  
Subject: REIMBURSEMENT AGREEMENT FOR PUBLIC SEWER CONSTRUCTION WITH POMELO, LLC AND BRANDYWINE HOMES, QUITCLAIM OF ABANDONED SEWER EASEMENT, AND ACQUISITION OF NEW SEWER EASEMENT (NEAR THE INTERSECTION OF TRASK AVENUE AND FAIRVIEW STREET, IN GARDEN GROVE) Date: October 26, 2010

OBJECTIVE

To receive Garden Grove Sanitary District (District) Board approval of (i) a reimbursement agreement with Pomelo, LLC and Brandywine Homes in an amount not to exceed \$14,039.40 for public sewer improvements made on the District's behalf; (ii) the relinquishment of an existing sewer easement that is no longer necessary; and (iii) the acquisition of a new sewer easement over real property, Assessor Parcel Number 101-652-11, owned by Pomelo, LLC.

BACKGROUND

On April 13, 2010, the City Council approved a Planned Unit Development and a Development Agreement for the development of a twenty (20) unit single-family residential development on a 2.48-acre site near the intersection of Trask Avenue and Fairview Street, in Garden Grove. As part of the Development Agreement, Brandywine Homes (established as Pomelo LLC for this project) agreed to abandon a section of inaccessible public sewer main and install new section of public sewer main within a private street of the new development. The sewer main abandonment and replacement requires relinquishment of an existing sewer easement owned by the District and the acquisition of a new sewer easement for the relocated public sewer that falls within a private street. The sewer main relocation has been constructed and accepted by the District.

DISCUSSION

The section of abandoned sewer has not been maintained for a number of years and was in poor condition. The sewer has been inaccessible due to its remote location next to a fence preventing access to the sewer by maintenance vehicles. The relocated sewer has been constructed to Garden Grove Sanitary District

REIMBURSEMENT FOR PUBLIC  
SEWER CONSTRUCTION WITH  
POMELO, LLC, RELEASE OF SEWER  
EASEMENT, AND ACQUISITION OF  
NEW SEWER EASEMENT

October 26, 2010

Page 2

standards and during construction, was properly insured, bonded, and conformed to prevailing wages.

FINANCIAL IMPACT

There is no impact to the General Fund. The reimbursement will be paid with sewer funds, and the new easement to be acquired pursuant to the Agreement will be at no additional cost to the District.

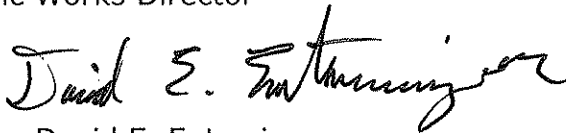
RECOMMENDATION

It is recommended that the Garden Grove Sanitary District Board:

- Approve the easement ownership transfers and the reimbursement agreement with Pomelo, LLC and Brandywine Homes;
- Authorize the General Manager to execute the Quitclaim Deed, relinquishing the easement of the abandoned sewer on behalf of the District; and
- Authorize the Secretary to accept the Easement Deed for the new sewer easement on behalf of the Sanitary District.



KEITH G. JONES  
Public Works Director



By: David E. Entsminger  
Water Services Manager

**Recommended for Approval**



**Matthew Fertal**  
**General Manager**

- Attachments: 1) Reimbursement Agreement  
2) Quitclaim Deed of Easement  
3) Easement Deed

## REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") made and entered into to be effective as of the 14 day of Sept., 2010 (the "Effective Date") by and between:

**GARDEN GROVE SANITARY DISTRICT**, a Subsidiary District of the City of Garden Grove (hereinafter referred to as the "District")

AND

**POMELO, LLC**, a California Limited Liability Company (hereinafter referred to as "Owner") and **BRANDYWINE HOMES**, a California Corporation (hereinafter referred to as "Developer") (Owner and Developer are hereinafter collectively referred to as the "Developers").

### RECITALS

WHEREAS, the District is a duly organized Sanitary District, existing pursuant to the Sanitary District Act of 1923, California Health & Safety Code Sections 6400 et seq., providing for the ownership, acquisition, operation, and maintenance of wastewater collection facilities; and

WHEREAS, Owner owns real property near the intersection of Trask Avenue and Fairview Street within the District's corporate boundaries, on which it has received entitlements to construct a twenty (20) home subdivision (the "Proposed Development"); and

WHEREAS, Developer is the developer and general contractor for the Proposed Development; and

WHEREAS, a portion of an existing eight (8) inch public sewer line and related facilities owned and operated by the District is currently located within the Proposed Development (the "Existing Sewer Facilities"); and

WHEREAS, the Existing Sewer Facilities are located within a portion of an easement owned by the District (the "Existing Easement"); and

WHEREAS, the nature and extent of the Proposed Development require the relocation and upgrade of a portion of the Existing Sewer Facilities within the Proposed Development; and

WHEREAS, in order to relocate and upgrade existing facilities in a manner sufficient to allow construction of the Proposed Development, it is necessary to (i) construct a new 8" PVC SDR 35 sewer main and two (2) sewer manholes within the Proposed Development (the "New Sewer Facilities") in accordance with applicable District standards and those certain plans and specifications entitled SEWER CONSTRUCTION NOTES (PUBLIC SEWER LINE RELOCATION), which plans and specifications have been approved by the District, and (ii) abandon the Existing Sewer Facilities (collectively, the "Project" or the "Work"); and

WHEREAS, the relocation and upgrade of the public sewer facilities within the Proposed Development in accordance with the Project will require the Owner to grant a new easement to the District to cover the New Sewer Facilities (the "New Easement"); and

WHEREAS, the Project and the new easement will benefit the District and other properties served by the Existing Sewer Facilities through enhancement of the condition of, and the District's access to, the public sewer facilities located within the Proposed Development; and

WHEREAS, in consideration of the benefits that will accrue to the District as a result of the Project and the granting of the New Easement, pursuant to the terms and conditions set forth below, the District agrees to reimburse the Developer for a portion of the cost of the construction of the Project in accordance with this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises herein contained, it is hereby agreed by and between the District, Owner and Developer, as follows:

#### **1. DEVELOPERS' OBLIGATIONS.**

A. Completion of Project. Developer shall construct the New Sewer Facilities in conformance with the plans and specifications approved by the District and shall abandon the Existing Sewer Facilities in compliance with all applicable state and local laws, regulations and standards and to the District's satisfaction. Upon completion of construction of the Project, the Developer shall demonstrate through inspection, closed circuit television review and air tests the soundness of the work. Construction of the Project shall be at Developers' sole cost and expense without cost, charge, claim or obligation to District, except as hereinafter set forth. The Developer shall submit to the District supporting information to document the Developer's actual expenditures on the Work, including invoices, billing, and receipts.

B. Stop Notices. Developers acknowledge and agree that the Project is subject to the California Civil Code provisions on stop notices for private works (§§ 3158 et seq.). The Developers shall be deemed the "owner" only for purposes of said Stop Notice statutes.

C. Bonds. The Developer shall secure and furnish performance and labor and materials bonds as follows in a form acceptable to the District executed by a surety authorized to transact surety business within the State of California, and shall keep the bonds in full force and effect until the work has been accepted by the District and the District authorizes its exoneration in writing:

- (i) Faithful Performance Bond: To secure faithful performance of the Project, a faithful performance bond for 100% of the estimated costs of the Work.
- (ii) Labor and Material Bond: To secure payment to subcontractors, engineers, surveyors, and to all persons providing equipment or furnishing labor or materials for the Project for 100% of the estimated costs of the Work.

The Developer shall exonerate the bonds only upon written approval of the District, which approval shall not be unreasonably withheld.

D. Insurance.

- (i) Design Consultant's Insurance. At all relevant times, during this Agreement and until the District has accepted the Work, the Developer shall require the licensed civil engineer(s) responsible for preparation of the necessary plans, specifications, surveying, and soil testing for the Project (the "Design Consultant") to maintain at least \$1,000,000 in errors and omissions (professional liability) insurance applicable to its work on the Project and to defend, indemnify and hold harmless the City of Garden Grove, the District, and their respective officers, employees, and agents, from any and all claims due to the Design Consultant's negligent acts or omissions or intentional wrongful conduct in its performance of work relating to the Project. If the Design Consultant provides errors and omissions insurance on a "claims made" basis, then Developer shall require the Design Consultant to agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of the Design Consultant's Project work, or (2) to maintain professional liability insurance with the same carrier, or equivalent coverage with another company, in the amount required by this Agreement for at least three years after completion of the Design Consultant's Project work. The Developer shall also require the Design Consultant to provide evidence to the District of the purchase of the required tail insurance or continuation of the professional liability policy. Design Consultant shall also provide insurance for its Project work in accordance with Section 1.D(ii)(b).
- (ii) Developer's Insurance.
- (a) The Developer shall not, and shall not permit any of its contractors to, commence work on the Project until each has obtained all insurance required pursuant to this Section 1.D(ii).
- (b) The Developer shall obtain and maintain, and shall require each of its contractors to obtain and maintain, during the life of this Agreement the following insurance coverage:
- (1) Workers' compensation insurance in at least the minimum amounts required under California Law.
- (2) Comprehensive general liability insurance, for injuries to persons and property, and automobile liability insurance, each with limits not less than \$1,000,000 combined single limit, per occurrence and \$2,000,000 in the aggregate.
- (iii) Additional Insurance Endorsements. Each insurance policy required to be maintained pursuant to this Section 1.D. shall be issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-", Class VII or better. Except as otherwise specifically provided in Section 1.D(i), above, claims made and/or modified occurrence policies are not acceptable. The Developer shall obtain and provide, and shall require each of its contractors, as appropriate, to obtain and provide to District an endorsement for each of the policies providing the above

insurance (except for worker's compensation insurance and errors and omissions insurance) naming the City of Garden Grove, the District and their respective officers, employees and agents as additional insureds. Each policy shall be endorsed to require 30 days advance notice to the District of cancellation or material modification of the policy. Each worker's compensation policy shall be endorsed to waive any right of subrogation against the District.

E. New Easement. As a condition precedent to District's partial reimbursement to Developers pursuant to this Agreement, Owner shall deliver to District a duly executed and acknowledged easement deed covering the New Easement in the form attached hereto at Attachment 1.

F. Prevailing Wages / Labor Laws. Developers shall carry out the construction of the Work in conformity with all applicable federal and state labor laws (including, without limitation, if applicable, the requirement under California law to pay prevailing wages). Developers shall be solely responsible for determining and effectuating compliance with all applicable public works requirements, prevailing wage laws, and federal and state labor laws, and the District makes no representation as to the applicability or non-applicability of any of such laws to the Work or any part thereof. Developer hereby expressly acknowledges and agrees that the District has not previously affirmatively represented to the Developers or its contractor(s) for the construction of the Work, in writing or otherwise, in a call for bids or otherwise, that the Work is not a "public work," as defined in Section 1720 of the Labor Code. Developers hereby agree that Developers shall have the obligation to provide any and all disclosures or identifications required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. Developers shall indemnify, protect, defend and hold harmless the District and its respective officers, employees, contractors and agents, with counsel reasonably acceptable to District, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the Work, results or arises in any way from any of the following: (1) the noncompliance by Developers of any applicable local, state and/or federal labor law (including, without limitation, if applicable, the requirement to pay State prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developers to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the Work, Developers shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction of the Work by Developers.

G. Warranties. The Developer warrants to the Garden Grove Sanitary District that all materials used in the work and all labor performed shall be in conformity with the plans and specifications and with the standards and specifications set forth in the most current edition of Standard Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, popularly known as "The Green Book." The Developer shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the work to conform to the aforementioned plans, specifications, and standard

specifications; provided, however, that the Developer shall be obligated under this provision only to the extent of those failures or defects of which it is given notice within a period of twelve (12) months from the date that the notice of completion is recorded.

Promptly upon the District's acceptance of the Project, the Developer shall execute and deliver to the District an undivided interest in the Project with Developer assignment of all warranties and guarantees of Developer and any contractors with respect to the work. Such assignment shall be in a form approved by the District.

H. Compliance With Laws. All work, labor, and materials shall be in strict conformity with all laws, ordinances, rules, regulations applicable to the Project, and the standard specifications of the District and other governmental agencies having jurisdiction therefor, and in strict conformity with the plans and specifications. The Developer shall require its Design Consultant and all contractors to comply with all such requirements. Said requirements include, but are not limited to, all of the provisions of the Workers' Compensation Insurance and Safety in Employment Laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto, and all similar state, federal, or local laws applicable to the Project.

I. Hold Harmless.

- (i) To the maximum extent authorized by law and except for claims arising out of the negligence of the District, its officers, employees, or agents or the violation of any obligation of the District under the terms of this Agreement, including, without limitation, the failure of the District to make any reimbursement due pursuant to this Agreement, the Developers agree to protect, defend, indemnify and hold harmless the City of Garden Grove, the District and their respective officers, agents and employees (1) from any and all claims, liabilities, expenses, stop notices, or damages of any nature, including attorneys' fees and expert costs, for injury to, or death of, any person, for injury to any property, including consequential damages, and for any other monetary damage of any nature resulting from, arising out of or in any way connected with the performance of this Agreement by or on behalf of the Developers, (2) from violation of any statute, law, regulation or other legal requirement applicable to the Project or Work; and (3) from any claim, liability, expense, judgment or damages, including attorneys fees and expert costs, relating to any contention that the Project or Work constitutes, in whole or in part, a "public works project" or is otherwise subject to public bidding requirements.
- (ii) The District does not, and shall not, waive any rights against the Developer which it may have by reason of the aforesaid hold harmless agreements because of the acceptance by the District of any insurance policies or certificates of insurance purporting to indemnify for the aforesaid losses. The aforesaid hold harmless stipulations shall apply to all liabilities, claims, expenses and damages of every kind including but not limited to attorneys' fees, suffered or alleged to have been suffered, by reason of the aforesaid operations of the Developer or any contractor, subcontractor or others performing on behalf of the Developer, regardless whether or not such insurance policies are applicable.

- (iii) Anything to the contrary in this Agreement notwithstanding, the Developer shall not have any liability for the Work, or with respect to the terms of this Section 1.I., to the extent that such liability arises ten (10) or more years after the date of the completion of the Work.
- (iv) The obligations set forth in this Section 1.I. shall survive the termination of this Agreement until all such obligations are fully and finally resolved.

**2. DISTRICT'S OBLIGATIONS.**

A. Acceptance of Work. Upon completion of construction of the Project and demonstration by the Developer through inspection, closed circuit television review and air tests the soundness of the Work, the District shall promptly accept the Work and record a notice of completion upon its determination that the Work has been satisfactorily completed.

B. Reimbursement By District. As full and complete consideration for the benefits that will accrue to the District as a result of the Project and the granting of the New Easement, within thirty (30) days of acceptance of the Work or approval of this Agreement by the District's Board of Directors, whichever is later, the District shall reimburse the Developers for a portion of the actual cost of design and construction of the Project in an amount not to exceed Fourteen Thousand Thirty Nine Dollars and 40/100 cents (\$14,039.40). Notwithstanding the foregoing, Developers shall not be entitled to reimbursement until Owner has provided District with a fully executed and acknowledged easement deed for the New Easement pursuant to Section 1.E, above.

C. Quitclaim of Existing Easement. Promptly following satisfaction of all of Developers' obligations hereunder, District shall deliver to Owner a duly executed and acknowledged quitclaim deed covering the Existing Easement in the form attached hereto as Attachment 2.

**3. OWNERSHIP BY DISTRICT.** Any and all improvements installed pursuant to this Agreement shall be completed to the satisfaction of the District, and shall become the sole property of the District when finally accepted, and the Developers shall thereafter have no ownership interest therein whatsoever.

**4. NO THIRD-PARTY BENEFICIARIES.** This Agreement is made only for the benefit of the parties hereto; it is not intended that any rights under this Agreement shall accrue to any third person.

**5. NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:



OWNER: Pomelo, LLC  
Attn: Jim Barisic  
16580 Aston Street  
Irvine, CA 92606

DEVELOPER: Brandywine Homes  
Attn: Jim Barisic  
16580 Aston Street  
Irvine, CA 92606

DISTRICT: Garden Grove Sanitary District  
Attn.: General Manager  
11222 Acacia Parkway  
Garden Grove, CA 92840

Any Party may, by written notice to the others, designate a different address, which shall be substituted for that specified above.

**6. TERMINATION.**

(A) The District may terminate this Agreement in whole or in part in writing in the event of substantial failure by the Developers to fulfill their obligations under this Agreement through no fault of the District, provided that the District shall give the Developers: (1) Not less than thirty (30) calendar days' written notice (sent by certified mail) of the District's intent to terminate; and (2) An opportunity for consultation with the Developers prior to termination.

(B) If termination for default is effected by the District, an equitable adjustment in the price provided for in this Agreement shall be made, but any payment due to the Developers at the time of termination may be adjusted to cover any additional costs to the District because of the Developers' default.

(C) Upon receipt of a termination notice, the Developers shall (1) promptly cause all contractors to discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the District all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Developers in performing this Agreement whether completed or in progress.

**7. SEVERABILITY.** If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, in such event the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of the invalidated or voided provision, covenant, and condition can be accomplished to the maximum extent legally permissible; provided, however, that in no event shall any Party be required to agree to an amendment or modification of this Agreement that materially adversely impacts its rights or materially increases its obligations or risks as set forth herein.

8. **TIME OF ESSENCE.** Time is of the essence in the performance of each provision of this Agreement as to which there is a time element.

9. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

10. **FURTHER ACTIONS AND INSTRUMENTS.** Each Party shall cooperate with and provide reasonable assistance to the other Party to the extent necessary to implement this Agreement.

11. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by the Parties that the Developers, while engaged in carrying out the terms and conditions of this Agreement, are independent contractors and not employees of the District.

12. **SECTION HEADINGS.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. **APPLICABLE LAW.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

14. **AMENDMENTS AND WAIVERS.** No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in a writing signed by duly authorized representatives of all Parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

15. **AUTHORITY TO EXECUTE.** The persons executing this Agreement warrant and represent that they have the authority to execute this Agreement and represent that they have the authority to bind the Parties for which they are signing to the performance of the obligations hereunder.

16. **ENTIRE AGREEMENT.** This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement of the Parties and supercedes all previous negotiations, discussions and agreements between the Parties with respect to all or part of the subject matter hereof. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

18. **RECITALS.** The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, the undersigned Owner, the undersigned Developer and the undersigned District have caused this Agreement to be executed by their duly authorized officers.

“DISTRICT”


GARDEN GROVE SANITARY DISTRICT

ATTEST:

By: \_\_\_\_\_  
Board Chairman

By: \_\_\_\_\_  
Board Secretary

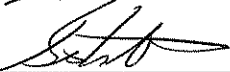
APPROVED AS TO FORM:

By:  \_\_\_\_\_  
District Counsel

“OWNER”

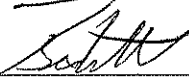
POMELO, LLC, a California limited liability company

By: BRANDYWINE HOMES, a California Corporation, its Manager

By:  \_\_\_\_\_  
~~Jim Barisic~~ *Brett Whitehead*  
President

“DEVELOPER”

BRANDYWINE HOMES, a California corporation

By:  \_\_\_\_\_  
~~Jim Barisic~~ *Brett Whitehead*  
President

**ATTACHMENT 2**  
**QUITCLAIM DEED FOR EXISTING EASEMENT**

AND WHEN RECORDED MAIL TO

Name [ Brandywine Homes  
Address [ 16580 Aston Street  
City & [ Irvine, CA 92606 92842  
State, Zip [ ]  
Title Order No. [ ] Escrow No. [ ]

MAIL TAX STATEMENTS TO

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

### QUITCLAIM DEED

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

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

**GARDEN GROVE SANITARY DISTRICT**

does hereby **REMISE, RELEASE AND FOREVER QUITCLAIM** to

**POMELO, LLC**, a California limited liability company

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

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

This Quitclaim is given to relinquish all right, title, and interest of the grantor herein, in and to that certain easement for sanitary sewers described in easement deed recorded on Mat 14, 1984, as Instrument No. 84-200205 of Official Records of Orange County California

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

GARDEN GROVE SANITARY DISTRICT

By: \_\_\_\_\_  
Matthew Fertal  
Its: \_\_\_\_\_  
General Manager

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ } S.S.

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

By: \_\_\_\_\_  
Kathy Bailor  
Its: \_\_\_\_\_  
Secretary

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

FOR NOTARY SEAL OR STAMP

# Quitclaim Deed

City of Garden Grove

APPROVED AS TO FORM OTHER THAN LEGAL  
DESCRIPTION

By: *Amir Sandoval, for*  
City Attorney

Date: 8-26-10

APPROVED AS TO EXECUTION AND DESCRIPTION

By: *[Signature]*  
Right of Way Agent

Date: 8/26/10

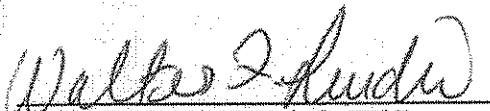
EXHIBIT "A"  
LEGAL DESCRIPTION  
QUIT CLAIM OF EASEMENT FOR SANITARY SEWER PURPOSES  
TO GARDEN GROVE SANITARY DISTRICT  
RECORDED MAY 14, 1984, INSTRUMENT NO. 84-200205, O.R.

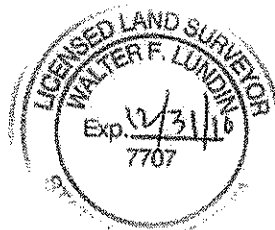
THE NORTHERLY 5 FEET OF THE EASTERLY 124 FEET OF THAT PARCEL RECORDED BY DEED IN BOOK 1703, PAGE 396, OFFICE OF THE COUNTY RECORDER, ORANGE COUNTY, CALIFORNIA, RECORDED AS INSTRUMENT NO. 84-200205 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 3 ACRES OF THE NORTH 9 ACRES OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN SAID DEED RECORDED IN BOOK 1703, PAGE 396; THENCE SOUTH 89°21'13" EAST 157.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID SOUTH 3 ACRES 124.00 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 380 FEET WEST OF THE EAST LINE OF SAID SOUTH 3 ACRES; THENCE SOUTH 00°17'31" WEST 5.00 FEET ALONG THE SAID EAST LINE; THENCE NORTH 89°21'13" WEST 124.00 FEET; THENCE NORTH 00°17'31" EAST 5.00 FEET TO THE TRUE POINT OF BEGINNING

THE AREA OF THE ABOVE DESCRIBED PARCEL OF LAND IS 620 SQUARE FEET.

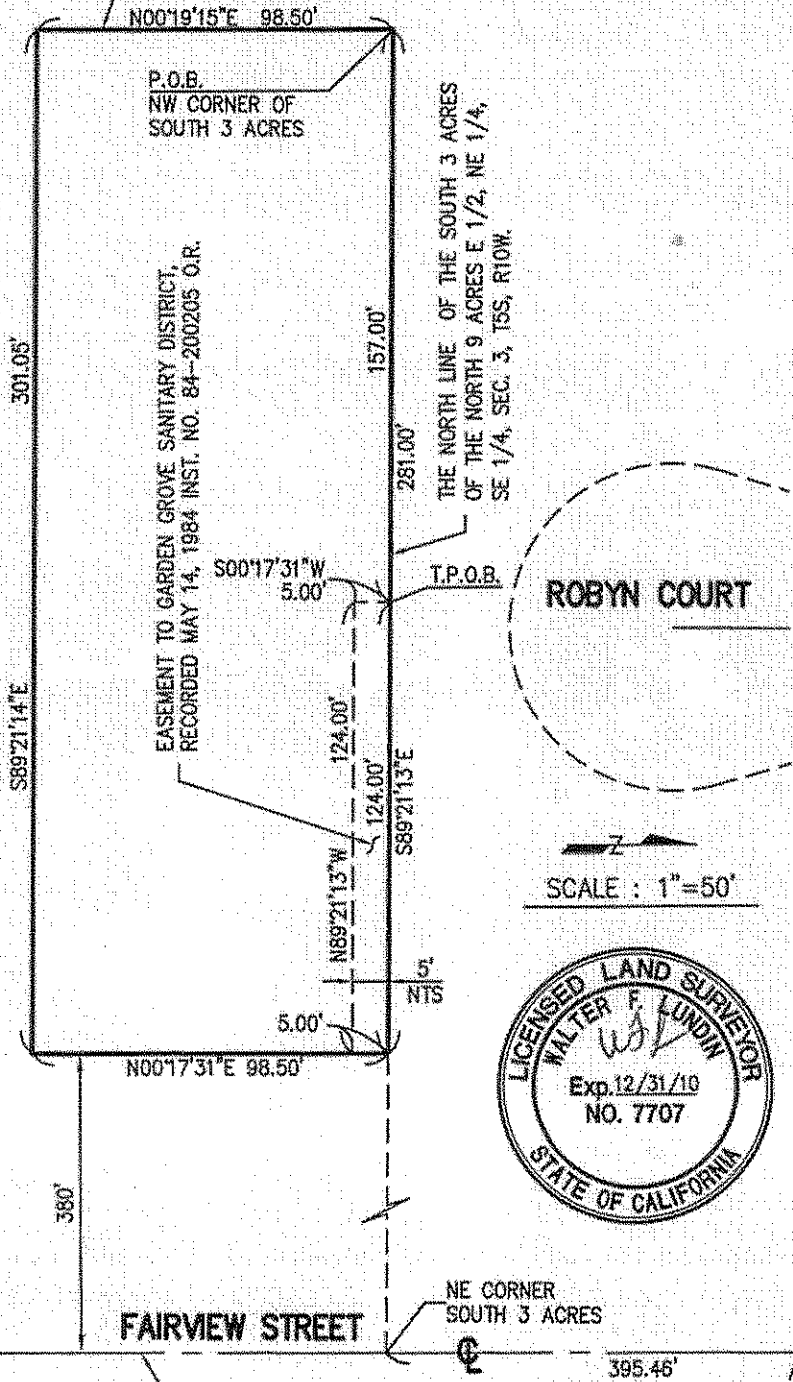
DATED THIS 10<sup>TH</sup> DAY OF AUGUST, 2010

  
WALTER F. LUNDIN, L.S. 7707  
REGISTRATION EXPIRES 12/31/10



**EXHIBIT "B"**  
**PLAT OF LEGAL DESCRIPTION**  
**QUIT CLAIM EASEMENT FOR**  
**SANITARY SEWER PURPOSES**

THE WEST LINE OF THE SOUTH 3 ACRES  
 OF THE NORTH 9 ACRES E 1/2, NE 1/4,  
 SE 1/4, SEC. 3, T5S, R10W.



THE EAST LINE OF THE SOUTH 3 ACRES  
 OF THE NORTH 9 ACRES E 1/2, NE 1/4,  
 SE 1/4, SEC. 3, T5S, R10W.





ATTACHMENT 3  
EASEMENT DEED

RECORDING REQUESTED BY  
City of Garden Grove

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

Space above line for Recorder's Use

Portion 101-652-11  
ASSESSOR PARCEL NUMBER

This Document is exempt from payment of recording fee  
pursuant to Section 6103 of the government Code

### EASEMENT DEED

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

POMELO, LLC, a California limited liability company

does hereby GRANT to GARDEN GROVE SANITARY DISTRICT an easement for, and the right to construct, maintain, operate, and use a Sanitary Sewer System and appurtenant structures on, in and across the real property in the City of Garden Grove, County of Orange, State of California, described as

**PER LEGAL DESCRIPTION SHOWN IN EXHIBIT "A", AND DELINEATED ON MAO SHOWN IN EXHIBIT :B" BOTH OF WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF**

Together with the right to enter upon and to pass and repass over and along said easement and right of way to deposit tools, implements, and other materials thereon, by the Grantee and by any contractor, its agents and employees, engaged by said Grantee, whenever necessary for the purpose above set forth.

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

Dated: 9-14, 2010

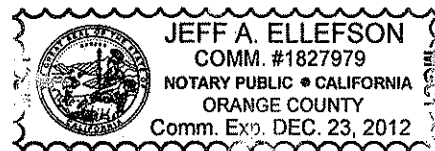
POMELO, LLC, a  
California limited liability company

By: [Signature]  
Its: Resident

STATE OF CALIFORNIA COUNTY OF ORANGE ) SS  
On 9/14/10 before me,  
Jeff A. Ellefson  
a Notary Public in and for said County and State, personally appeared  
Brett Whitehead

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

who or proved to me on the bases of satisfactory evidence to be the person(s) whose name (names) subscribed to the within instrument and acknowledged to me that he (she) executed the same in his (her) authorized capacity (ies), and that by his (her) signature (s) on the instrument the person (s), or 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 Californian that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature [Signature]

FOR NOTARY SEAL OR STAMP

EXHIBIT "A"  
LEGAL DESCRIPTION  
SANITARY SEWER PURPOSES

THAT PORTION OF THE SOUTH 3 ACRES OF THE NORTH 9 ACRES OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH 3 ACRES AND RUNNING EAST ALONG THE NORTH LINE OF SAID SOUTH 3 ACRES SOUTH 89°21'13" EAST 153.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SAID EASTERLY LINE SOUTH 00°45'02" WEST 21.33 FEET; THENCE SOUTH 82°53'19" EAST 128.42 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND DISTANT 380 FEET WEST OF THE EAST LINE OF SAID SOUTH 3 ACRES; THENCE NORTH 00°17'31" EAST 20.48 FEET ALONG THE SAID LINE; THENCE NORTH 82°53'19" WEST 108.13 FEET; THENCE NORTH 00°45'02" EAST 3.43 FEET TO THE SAID NORTH LINE OF SOUTH 3 ACRES; THENCE NORTH 89°21'13" WEST 20.00 FEET ALONG THE SAID NORTH LINE TO THE TRUE POINT OF BEGINNING

THE AREA OF THE ABOVE DESCRIBED PARCEL OF LAND IS 2,613 SQUARE FEET.

DATED THIS 10<sup>TH</sup> DAY OF AUGUST, 2010

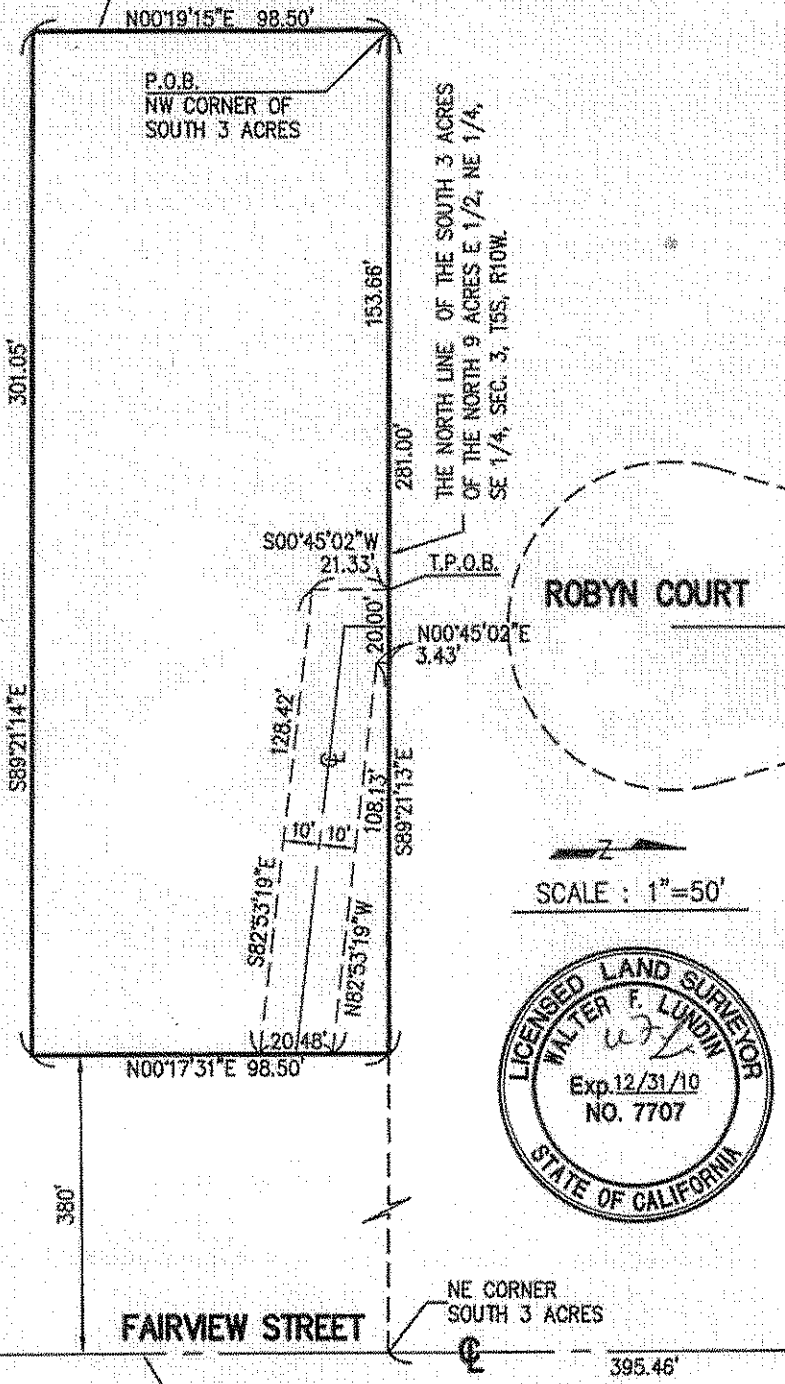
*Walter F. Lundin*

WALTER F. LUNDIN, L.S. 7707  
REGISTRATION EXPIRES 12/31/10



**EXHIBIT "B"**  
**PLAT OF LEGAL DESCRIPTION**  
**FOR SANITARY SEWER PURPOSES**

THE WEST LINE OF THE SOUTH 3 ACRES  
 OF THE NORTH 9 ACRES E 1/2, NE 1/4,  
 SE 1/4, SEC. 3, T5S, R10W.



SCALE : 1" = 50'



THE EAST LINE OF THE SOUTH 3 ACRES  
 OF THE NORTH 9 ACRES E 1/2, NE 1/4,  
 SE 1/4, SEC. 3, T5S, R10W.

APPROVED AS TO FORM OTHER THAN LEGAL DESCRIPTION

By: Omar Sandoval, for  
City Attorney

Dated: 8-26-10

APPROVED AS TO EXECUTION AND DESCRIPTION

By: [Signature]  
Right of Way Agent

Dated: 8/26/10

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