

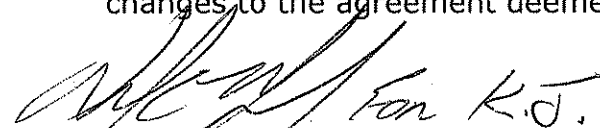
FINANCIAL IMPACT

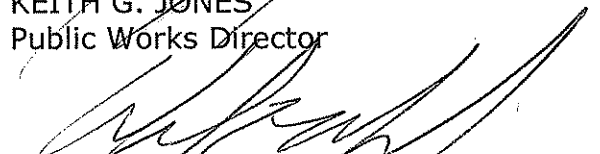
There is no financial impact to the City by this action.

RECOMMENDATION

It is recommended that City Council:

- Approve Final Tract Map No. TR 17353 and Subdivision Improvement Agreement with Pomelo, LLC., and also accept the Subdivision Improvement Bonds.
- Authorize the City Manager to execute the agreement and make any minor changes to the agreement deemed appropriate.


KEITH G. JONES
Public Works Director


By: William E. Murray Jr.
City Engineer

- Attachments:
1. Planning Commission Resolution No. 5709
 2. Tract Map No. TR 17353 and Location Map
 3. Subdivision Agreement
 4. Subdivision Improvement Bonds

Recommended for Approval


Matthew Ferial
City Manager

RESOLUTION NO. 5709

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE ADOPTING A NEGATIVE DECLARATION AND APPROVING SITE PLAN NO. SP-455-10 AND TENTATIVE TRACT MAP NO. TT-17353.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on March 4, 2010, does hereby adopts a Negative Declaration and approves Site Plan No. SP-455-10 and Tentative Tract Map No. TT-17353, for land located on the west side of Fairview Street, south of Trask Avenue, at 13531, 13551, 13581, and 13585 Fairview Street, Parcel Nos. 101-652-04, 05, 06, & 11.

BE IT FURTHER RESOLVED that the Planning Commission has considered the proposed Negative Declaration together with comments received during the public review process. The record of proceedings on which the Planning Commission's decision is based is located at the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, California. The custodian of record of proceedings is the Director of Community Development. The Planning Commission finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project will have a significant effect on the environment. Therefore, the Planning Commission adopts a Negative Declaration for this project.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-455-10 and Tentative Tract Map No. TT-17353, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Brandywine Homes.
2. The applicant requests approval of a Zone Change from R-1 (Single-Family Residential) to PUD-124-10 to allow the development of a single-family residential small-lot subdivision; a Site Plan approval in order to construct twenty (20) single-family homes with associated site improvements that include parking facilities and open space areas; and a Tentative Tract Map to subdivide the site into twenty (20) separate lots service by a private street. A Development Agreement is also proposed.
3. The Community Development Department has prepared a Negative Declaration for the project that concludes that the proposed project can not, or will not, have a significant adverse effect on the environment; was prepared and circulated in accordance with applicable law, including the California Environmental Quality Act (CEQA), Public Resources Code of Regulations section 21000 et. seq., and the CEQA guidelines, 14 California Code of Regulations Sec. 15000 et. seq.

4. The property has a General Plan Land Use designation of Low Density Residential and is currently zoned R-1 (Single-Family Residential). The 2.48 acre site currently consists of four (4) single-family homes.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on March 4, 2010, and all interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during its meeting of March 4, 2010; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Sections 9.08.30.020 and 9.32.30, are as follows:

FACTS:

The site is 2.48 acres in area, and currently consists of four (4) single-family homes.

The site has a General Plan Land Use designation of Low Density Residential and is zoned R-1 (Single-Family Residential).

The minimum site requirement for a Planned Unit Development Residential zoning is one (1) acre. The proposed site area is 2.48 acres.

The Planned Unit Development would facilitate the development of the site with twenty (20) single-family residential units.

The application for Site Plan No. SP-455-10 and Tentative Tract Map No. TT-17353 is being processed in conjunction with Planned Unit Development No. PUD-124-10 and Development Agreement No. DA-180-10.

FINDINGS AND REASONS:

Site Plan:

1. The Site Plan complies with the spirit and intent of the provisions, conditions and requirements of Title 9 and the General Plan.

The project complies with the Low Density Residential General Plan Land Use designation, the City's Small Lot Subdivision requirements, and the proposed PUD zoning for the property. The building facades, site design, parking, open space, and landscaping, are consistent with the spirit and intent of the requirements of Municipal Code.

2. The project will not adversely affect essential on-site facilities such as off-street parking, loading and unloading areas, traffic circulation, and points of vehicular and pedestrian access.

The drive aisles and maneuvering areas are adequate for vehicle access. Sufficient parking is provided, and adequate pedestrian access is provided within the project.

3. The project will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels.

The existing streets, utilities and drainage facilities within the area are adequate to accommodate the project. The on-site circulation and parking are sufficient for the existing and proposed development.

4. The project will not adversely impact the Public Works Department's ability to perform its required function.

The project has been reviewed by the Public Works Department, which has required various on- and off-site improvements, including sidewalks, driveways, and grading improvements. Issues raised by the project have been addressed in the project design and the conditions of approval.

5. The project is compatible with the physical, functional and visual quality of the neighboring uses and desirable neighborhood characteristics.

The project has been designed for building appearance, building placement, landscaping, and other amenities to attain an attractive environment.

Tentative Parcel Map:

1. The Tentative Tract Map for the proposed Twenty (20) single-family residential dwelling units is consistent with the Garden Grove General Plan, which encourages land subdivision in order to facilitate new development. The site is adequate in size and shape to accommodate the proposed future development of the site.
2. The design and improvements of the proposed small-lot subdivision is consistent with the zoning, Title 9 of the Garden Grove Municipal Code, and the General

Plan provisions for location, proximity to similar uses, lot width and overall depth required for a residential Planned Unit Development.

3. The site is physically suitable for the proposed development and complies with the spirit and intent of a Residential Planned Unit Development and Title 9 of the City's Municipal Code.
4. The project will not have a significant adverse effect on the environment; therefore, the City of Garden Grove hereby adopts a Negative Declaration of Environmental Impact pursuant to the California Environmental Quality Act.
5. The design of the twenty (20) unit single-family small-lot residential subdivision, and the proposed improvements, are not likely to cause public health problems. The conditions of approval for on and off-site improvements will safeguard the public health.
6. The design of the twenty (20) single-family residential dwelling unit subdivision, and the proposed improvements, will not conflict with easements of record or easements established by court judgment acquired by the public-at-large for access through or use of property within the subdivision; if such easements exist, then alternate easements for access or for use will be provided and these will be substantially equivalent to the ones previously acquired by the public.
7. The design and improvements of twenty (20) unit single-family residential dwelling unit subdivision are suitable for the existing site improvements and the subdivision can be developed in compliance with the applicable zoning regulations.
8. The design and improvement of the proposed subdivision are suitable for the residential project proposed and the subdivision can be developed in compliance with the applicable zoning regulations.
9. The design of the subdivision, to the extent feasible, does have allowance for future passive or natural heating and cooling opportunities.
10. The design, density, and configuration of the subdivision strikes a balance between the effect of the subdivision on the housing needs of the region and of public service needs, and that the character of the subdivision is compatible with the design of existing structures and lot sizes in the general area.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and findings set forth in the staff report.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan and Tentative Tract Map do possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.32.30 (Site Plan) and 9.40.10 (Subdivisions).
2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the following conditions of approval, attached as "Exhibit A", shall apply to Site Plan No. SP-455-10, and Tentative Tract Map No. TT-17353.
3. Approval of this Site Plan and Tentative Tract Map shall be contingent upon the approval of Planned Unit Development No. PUD-124-10.

ADOPTED this 4th day of March, 2010

/s/ KRIS BEARD
CHAIR

I HEREBY CERTIFY that the foregoing resolution was duly adopted at the regular meeting of the Planning Commission of the City of Garden Grove, State of California, held on March 4, 2010, by the following votes:

AYES:	COMMISSIONERS:	BEARD, BONIKOWSKI, BUI, CABRAL, TRAN
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	ELLSWORTH
VACANCY:	COMMISSIONERS:	ONE

/s/ JUDITH MOORE
SECRETARY

PLEASE NOTE: Any request for court review of this decision must be filed within 90 days of the date this decision was final (See Code of Civil Procedure Section 1094.6).

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is March 25, 2010.

EXHIBIT "A"

Site Plan No. SP-455-10, Tentative Tract Map No. TT-17353

13531, 13551, 13581, and 13585 Fairview Street

CONDITIONS OF APPROVAL

General Conditions

1. The applicant shall record a "Notice of Agreement with Conditions of Approval and Discretionary Permit of Approval," as prepared by the City Attorney's Office, on the property. Proof of such recordation is required within 30 days of this approval. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval by the Planning Commission.
2. Approval of this Site Plan, and Tentative Tract Map shall be contingent upon the approval of Planned Unit Development No. PUD-124-10 and shall not be construed to mean any waiver of applicable and appropriate zoning and other regulations; and wherein not otherwise specified, all requirements of the City of Garden Grove Municipal Code shall apply, the development standards of the City's Small Lot Subdivision Ordinance (Section 9.12.40.060; Special Requirements-Small Lot Subdivisions of Title 9 of the City's Municipal Code) and the base zoning and R-2 (Limited Multiple Residential).
3. Minor modifications may be approved by the Community Development Department. If other than minor changes are made in the proposed development, the proper entitlements shall be filed which reflects the revisions made.
4. All lighting structures shall be placed so as to confine direct rays to the subject property. All exterior lights shall be reviewed and approved by the City's Planning Division. Lighting adjacent to residential properties shall be restricted to low decorative type wall-mounted lights, or a ground lighting system. Lighting shall be provided throughout all private drive aisles and entrances to the development per City standards for street lighting. Lighting in the common areas shall be directed, positioned, or shielded in such manner so as not to unreasonably illuminate the window area of nearby residences.
5. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community Development Department for review and approval prior to Building Division Plan Check. The project shall also be subject to the following:

- a. All on-site and off-site utilities (off-site refers to the areas within public right-of-way to the center line of the streets adjacent to the subject property) within the perimeter of the site and to the centerline of the adjacent streets shall be installed or relocated underground.
- b. Above-ground utility equipment (e.g., electrical, gas, telephone, cable TV) shall not be located in the street setbacks, within the common areas along Fairview Street, or any parking areas and shall be screened to the satisfaction of the Community Development Department.
- c. No roof-mounted mechanical equipment, including but not limited to dish antennas, shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community Development Department prior to the issuance of building permits. Said screening shall block visibility of any roof-mounted mechanical equipment from view of public streets and surrounding properties.
- d. All ground- or wall-mounted mechanical equipment shall be screened from view from any place on or off the site.

Public Work's Engineering Division

The following provisions of the Public Works Engineering Division shall be complied with:

6. Prior to issuance of any building permits, the applicant shall prepare and submit for approval a final Tract Map of the proposed subdivision.
7. Ties to horizontal control: Prior to recordation of a Final Tract Map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Sub article 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
8. Digital map submission: Prior to recordation of a Final Tract Map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital graphics file of said map in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Sub article 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
9. The applicant shall be subject to Traffic Mitigation Fees.

10. The developer shall provide a 20'-0" wide access over the existing county easement.
11. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations for mitigating any adverse health and safety findings. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks, basement and septic facilities. Should contaminants be found, the site will require Environmental Clearance that will usually involve site remediation. The report shall make recommendations for pavement design based on a Traffic Index to be supplied by the City Traffic Engineer. The report shall also test and analyze soil conditions for LID (Low Impact Development) principles and implementations, including soil compaction, saturation, permeability and groundwater levels.
12. The applicant shall provide hydrology and hydraulic calculations with scaled map. The calculations shall be per Orange County Hydrology manual. The Hydrology study shall include existing and post construction storm water runoff quantities of the entire subdivision. The additional storm water runoff, if any, shall be retained within the proposed subdivision site and disposed of by an approved storm drain system. The developer is strongly advised to take advantage of the LID (Low Impact Development) principles.
13. A separate street permit is required for work performed within the public right-of-way.
14. Grading plans prepared by a registered Civil Engineer are required. The grading plan shall be based on a current survey of the site, including adjacent properties, and designed to preclude cross-lot drainage. Minimum grades shall be 0.50% for concrete flow lines, 1.25% for asphalt surfaces and 2.0% for landscaped areas. The grading plan shall also include water, sewer and LID improvements.
15. Prior to the issuance of a building permit, the applicant shall dedicate 20'-0" wide strip of land along the west side of Fairview Street from the north property line to the south property line of said subdivision to the City of Garden Grove for the proposed street widening purposes.
16. The applicant shall construct the following public improvements along Fairview Street from the north property line to the south property line of the proposed subdivision:
 - a. Remove existing A.C. and base material and reconstruct 5" A.C. over 10" AB from street centerline to the edge of proposed gutter.

- b. Construct 8" high concrete curb and gutter type "C" per City Standard Plan No. B-113.
- c. Construct 8'-0" wide concrete sidewalk measured from the face of curb to the proposed property line.
- d. Relocate existing Southern California Edison Company's power pole to accommodate for construction of the proposed street improvements along the frontage of the subdivision.
- e. Prepare and submit to the City street improvement plans. Street improvement plans shall be prepared by a registered Civil Engineer.

The City is currently constructing a project that will build most if not all of these required off-site improvements. The subdivider shall be responsible for any work not to be completed by the City. City plans are available for the developer's review.

- 17. Proposed driveway approach along Fairview Street shall be constructed as per the City Engineer's approval.
- 18. Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by the City Building Official, the applicant shall submit to the City for review and approval a Water Quality Management Plan that:
 - a. Addresses Site Design BMPs such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, and conserving natural areas;
 - b. Incorporates the applicable Routine Source Control BMPs as defined in the DAMP;
 - c. Incorporates Treatment Control BMPs as defined in the DAMP;
 - d. Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs;
 - e. Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs; and,
 - f. Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
- 19. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:

- a. Demonstrate that all structural best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications;
 - b. Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP;
 - c. Demonstrate that an adequate number of copies of the approved Project WQMP are available on-site; and,
 - d. Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
20. Prior to issuance of any grading or building permits for projects that will result in soil disturbance of on acre or more of land, the applicant shall demonstrate that coverage has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of subsequent notification of the issuance of a Waste Discharge Identification (WIDD) Number. Project subject to this requirement shall prepare an implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review upon request.
 21. Any new or required block walls and/or retaining walls shall be shown on the grading plans. Block walls shall be developed to City Standards or designed by a professional registered engineer.
 22. Prior to occupancy of any unit, the applicant shall paint red curb along the private drive in front of the residential units prohibiting on-street parking in a manner meeting the approval of the Traffic Engineer.
 23. Prior to occupancy of any unit, the applicant shall stencil directional arrows on the private drive at the project entrance and adjacent to Lot "D" to provide proper traffic circulation in a manner meeting the approval of the City's Traffic Engineer.
 24. Prior to a grading permit, the applicant shall redesign the driveway for Lot 9 to provide accessibility to the garage in a manner meeting the approval of the Traffic Engineer.

Garden Grove Fire Department

The following provisions of the Garden Grove Fire Department and the California Fire Code shall be met:

25. Beginning January 2011, State Fire Marshall may mandate that all single-family residential units be equipped with fire sprinklers. Therefore, all life safety systems and fire sprinkler shall be put in place if mandated prior to issuance of building permits.
26. Fire hydrants shall be provided on site. The number of hydrants and locations are subject to Fire Department and Water Services Department approval. The fire hydrants shall be on a loop system approved by the Fire Department and on their own water line. The fire hydrants shall be installed and fully operational prior to any combustible material being delivered to the site. Prior to and during construction, a temporary roadway shall be constructed and maintained to the satisfaction of the Fire Department for access to each of these fire hydrants. The Fire lanes serving the site shall be constructed to support the weight load of Fire truck(s) per Fire Department requirements.
27. The final roadway layout and construction shall maintain a minimum width clearance of 20'-0" and a minimum height clearance of 13'-6". All designated corners shall meet the Fire Department minimum turning radius and all corners shall have reinforced rolled curbs. During grading plan preparation, the Developer shall work with the Garden Grove Fire Department in determining the exact location of on-site curb returns, curb locations, and any other related matters pertaining to Fire Truck access and turning maneuvers throughout the entire site. Upon completion of the project, the Homeowner's Association shall become fully responsible for replacing any damaged curbs and gutters throughout the development that result from emergency vehicles or activity. All fire related matters/issues referenced on construction plans and documents, and during construction, shall be referenced as "per the Garden Grove Fire Department."
28. In the event that access gates are installed, all access gates on the site shall be equipped with a Knox box key access system subject to the approval of the Garden Grove Fire Department and shall meet the City Code's requirements for setbacks from the street and vehicular turn-around areas outside the gates.
29. All Fire related aspects of the proposed project shall comply with California Fire Codes and the California Building Codes 2007 Edition.
30. An all-weather fire access road shall be in place before combustible materials are placed on-site. Required water supply for fire protection shall be in place before building with combustible materials commences.
31. Where required, red curbing will be required in designated fire access lanes as directed by the Fire Department and such red curbing and any related Fire Lane signage shall be maintained at all times by the Homeowner's Association.

Building Services Division

32. Exterior building walls less than 5'-0" from the property line shall be 1-hour fire rated construction. The areas of doors and window in exterior walls located less than 5'-0" from the property line are limited. See Table 704.8 of CBC 07.
33. The homes shall be designed to comply with the California Building Codes.

Public Works Water Services Division

The following provisions of the Garden Grove Public Work's Water Services Division shall be met:

34. A composite utility site plan shall be part of the water plan approval.
35. The owner/contractor shall install a dedicated 8" looped water main system with fire hydrant(s) and individual 1" water meters and services to each lot. The new 8" water main shall tie into the 4" water main in Robyn Court and connect with the new 12" main on Fairview. The loop connection to Robin Court water main shall require relocation of an existing sewer main as described in Condition 2 under Sewer. Both the sewer main relocation and water main loop into Robin Court shall be constructed and accepted by the City prior to the issuance of Certification of Occupancies. The City will update the utility easement requirements for the Robin Court connections. The City will provide a 12" by 8" connection off the new water main on Fairview for future development tie-in. Water system shall be constructed per City Standards by developer and dedicated to the City. Bonding will be required.
36. Water meters and boxes shall be installed by City forces upon payment of applicable fees and after new water system (including water services) pass all bacteriological and pressure tests.
37. Owner shall dedicate all rights to underground water without the right to surface entry.
38. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
39. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for the landscape system. Installation shall be per City Standards and shall be tested by a certified backflow device tester immediately after installation. Cross connection inspector shall be notified for inspection after the installation is completed. Owner shall have RPPD device tested once a year thereafter by a certified backflow device tester and the test results to be submitted to Public Works, Water Services Division.

40. Developer shall quitclaim its' one half interest in the well site located on subject property and cooperate with the City in the City's acquisition of the remaining one half interest in this well site. To off set any costs that City may incur in the acquisition of the remaining interests, and abandonment and capping of the well, Developer shall post a cash bond in the amount of \$20,000.00 from which the City may draw funds, as needed, to cover the previously referenced costs, as they are incurred. This cash bond shall be placed with the City prior to the City's acceptance of the developer's final tract map. Any unused funds will be returned to the developer. Upon the completion of the City's acquisition, abandonment and capping of the well site, the developer or its' successors and/or assigns shall assume the maintenance responsibility for subject site in perpetuity. it is understood that the developer or its' successors and/or assigns will landscape, irrigate and maintain subject well site in a manner consistent with the approved common area landscape improvement plans for the completed project.

The City shall work with the County of Orange for the relinquishment of the 20'-0" wide roadway owned in fee by the County and contained within the boundaries of the project. Upon that relinquishment being finalized, the developer, it's successors and/or assigns shall assume responsibility in perpetuity for any construction and or maintenance requirements related to that parcel of property as part of the required project improvements.

41. Locations and number of fire hydrants shall be as required by Water Services Division and the Fire Department.
42. No permanent structures, trees or deep-rooted plants shall be placed over sewer main or water main.
43. Owner/developer to install a private 8" sewer main system and laterals per the Public Works Standards and Specifications. Owner/developer will also need to realign a portion of the sewer main on Robyn Ct. and through an existing easement crossing Lots 6 and 7 of Tract 9475. A transition plan approved by Water Engineering will be required to accommodate existing sewer flows.
44. Maintain ingress and egress access to the sewer and water mains and appurtenances within the Garden Grove Sanitary District (GGSD) and Water Service easements, Permanent structures, plants, or trees shall not be placed within the utility easement.
45. Owner/Developer shall install new sewer laterals with clean out at the street right-of-way line. Lateral shall be 4" dia., extra strength VCP with wedgelock joints.

46. Contractor shall abandon any existing unused sewer lateral(s) at street right-of-way on the property owner's side. The sewer pipe shall be capped with an expansion sewer plug and encased in concrete.

Planning Services Division

47. The developer shall submit a complete landscape plan governing the entire development. The plans shall be consistent with the plans submitted to the Planning Commission for review and approval, except as modified herein. The landscape irrigation plans shall include type, size, location and quantity of all plant material. The landscape plan shall include irrigation plans and staking and planting specifications. All landscape irrigation shall comply with the City's Landscape Ordinance and associated Water Efficiency Guidelines. The landscape plan is also subject to the following:
- a. A complete, permanent, automatic remote control irrigation system shall be provided for all common area landscaping shown on the plan. The sprinklers shall be of low flow/precipitation sprinkler heads for water conservation.
 - b. The plan shall provide a mixture of a minimum of ten percent (10%) of the trees at 48-inch box, ten percent (10%) of the trees at 36-inch box, fifteen percent (15%) of the trees at 24-inch box and sixty percent (60%) of the trees at 15-gallon, the remaining five percent (5%) may be of any size. These trees shall be incorporated into the landscaped frontages of all streets. Where clinging vines are considered for covering walls, drought tolerant vines shall be used.
 - c. The developer shall be responsible for installing and maintaining the common area landscaping until such time as the project nears complete sell-out and the Homeowner's Association takes over maintenance responsibility.
 - d. Trees planted within ten feet (10') of any public right-of-way shall be planted in a root barrier shield. All landscaping along street frontages adjacent to driveways shall be of the low height variety to ensure safe sight clearance. The street right-of-way plans may be modified to have the sidewalk adjacent to the curb, meeting City Standards, in order to minimize trees overhanging in the street.
 - e. The landscape treatment along the street frontages, including the area designated as public right-of-way, shall incorporate the landscape area between the sidewalk and the dwelling units with ground cover, shrubs and bushes, and trees that highlight the project's entrance as well as enhance the exterior appearance along Fairview Street. The plant material for the

entrances shall be the type to inhibit graffiti such as vines and dense growing shrubs and bushes, and shall be maintained.

- f. All common landscape areas are the responsibility of the Homeowner's Association and this includes the landscaped area within the Fairview Street right-of-way.
48. Hours and days of construction and grading shall be as follows as set forth in the City of Garden Grove's Municipal Code Section 8.47.010 referred to as the County Noise Ordinance as adopted:
 - a. Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).
 - b. Sunday and Federal Holidays may work same hours but subject to noise restrictions as stipulated in section 8.47.010 of the Municipal Code.
 49. The approvals are subject to a Development Agreement with the City of Garden Grove. This includes the payment of a Development Impact Mitigation Payment in accordance with City Council Ordinance.
 50. The developer/owner shall prepare Covenants, Conditions, and Restrictions (CC&R's) for review and approval by the City Attorney's office and Community Development Department prior to the issuance of building permits. The approved CC&R's shall be recorded at the same time that the subdivision map is recorded and two copies of the recorded CC&R's shall be provided to the Planning Division. The CC&R's shall include the following stipulations:
 - a. All units shall maintain within the garages, the ability to park two cars at all times. Garages shall not be converted to any other use.
 - b. There shall be no business activities, day care, or garage sales conducted within or from the garages.
 - c. Parking spaces in the garages shall be made available to the occupants of the unit at all times.
 - d. Residents shall not park or store vehicles anywhere on the site except within the designated parking spaces in the garages for their dwelling unit. However, the open parking spaces, located on the street, may be utilized by residents or guests for temporary parking. Any issues arising from the use, application, or restriction of such open parking spaces shall be at the resolve of the Homeowner's Association.
 - e. Best Management Practices shall be incorporated to detour and/or abate any graffiti vandalism throughout the project and the life of the project.

- f. Each residence shall be utilized as one (1) dwelling unit. No portion of any residence shall be utilized or rented as a separate dwelling unit. Each unit shall maintain no more than four (4) bedrooms, unless a third garage space is added.
- g. The CC&R's shall provide provisions for the tenants a means of contacting persons responsible for site maintenance, repairs, trash pick-up, and other related matters for a development of this type. This shall also include scheduling of maintenance of such items as the recreation area, landscape area maintenance, etc. This also includes ensuring tree overhangs do not block or hinder any vehicles such street sweepers, trash trucks, fire trucks, etc., from maneuvering around the cul-de-sac.
- h. Storage of boats, recreational vehicles, or commercial vehicles on the property is prohibited.
- i. The CC&R shall include stipulations that maintenance of the private drive aisles, open space areas, storm drain, and all sewer facilities other than the existing sewer facilities that currently cross through the property is the responsibility of the Homeowner's Association, including the common landscaped areas.
- j. The above stipulations shall not be modified without the approval of the City of Garden Grove. The CC&R's shall contain a provision that indicates CC&R's may not be terminated or substantially amended without the consent of the City.
- k. The CC&R's shall include language regarding Homeowner's Association responsibilities under National Pollutant Discharge Elimination System (NPDES) regulations.
- l. Each unit shall have a minimum of 100 cubic feet of storage space, which may be provided in the garage parking areas, and typical closet space within the unit shall not count toward this requirement.
- m. The following provisions shall be included within the CC&R's:
 - i. Enforcement: The City is hereby made a party to these Declarations solely for purposes of enforcing its provisions and the Conditions of Approval of Planned Unit Development No. PUD-124-10, Site Plan No. SP-455-10, and Tentative Tract Map No. TT-17353. The City, its agents, departments and employees shall have the unrestricted right and authority, but not the obligation, to enforce the provisions of these Declarations and the Conditions of Approval of Planned Unit Development No. PUD-124-10, Site Plan No. SP-455-10, and Tentative

Tract Map No. TT-17353. The City, its agents, departments and employees may further refuse to issue any building, electrical or plumbing permit that may be in violation of these Declarations or Planned Unit Development No. PUD-124-10, Site Plan No. SP-455-10, and Tentative Tract Map No. TT-17353 approvals. However, the City shall not be liable for failing or refusing to enforce the provisions of these Declarations or the Conditions of Approval of Planned Unit Development No. PUD-124-10, Site Plan No. SP-455-10, and Tentative Tract Map No. TT-17353.

- ii. Assessments: The City may levy special assessments against the properties in connection with its actions to enforce the conditions of these Declarations or Planned Unit Development No. PUD-124-10, Site Plan No. SP-455-10, and Tentative Tract Map No. TT-17353 approvals, or to abate the violation thereof. The City shall have the same power as the Association to levy special assessments pursuant to the provisions of [SECTION] of these Declarations in the event that it incurs expenses in the enforcement of the conditions of these Declarations or Planned Unit Development No. PUD-124-10, Site Plan No. SP-455-10, and Tentative Tract Map No. TT-17353 approvals. Notice of intention to make such assessment shall be mailed by the City to the Owner of each affected [LOT/UNIT] affording the Owner thirty (30) days' notice to satisfy or reimburse the City's expenditure. In the event of the failure of any Owner of any affected [LOT/UNIT] to reimburse the City within thirty (30) days, notice of such assessment shall be mailed by the City to said Owner, and said assessment shall thereafter be due as a separate debt to the City within thirty (30) days following the mailing of such notice. Any such delinquent assessment may be and may become a lien upon the interest of the defaulting Owner in the Lot upon the execution by the City and the recording in the Orange County Recorder's office of a notice of delinquent assessment under the same conditions that the Association could record the same pursuant to the provisions of [SECTION]. The City may foreclose on such notice of delinquent assessment in the same manner and with the same power as the Association could foreclose on such notice pursuant to the provisions of [SECTION]. It is the intent of Declarant, which intent shall be binding upon all of Declarant's successors in interest in the Properties, that the City shall be deemed an interest holder pursuant to the provisions of these Declarations in order to enforce the rights which have been given to the City generally in these Declarations and specifically pursuant to this Section.
- iii. Attorney Fees: The City shall be entitled to recover its attorney's fees incurred in connection with its actions to enforce the conditions of these Declarations or Planned Unit Development No. PUD-124-10, Site

Plan No. SP-455-10, and Tentative Tract Map No. TT-17353 approvals, or to abate the violation thereof.

- iv. Public Safety Access: The Police and Fire Department personnel may enter upon any part of the common area for the purpose of enforcing State and Local laws.

51. The developer shall comply with all provisions of the Community Development Department including, but not limited to, the following:

- a. The facades of the units shall be designed with sound attenuation features including the use of dual pane windows and limiting, when possible, the use of windows and vents. These features shall be approved by the Community Development Department prior to the issuance of building permits.
- b. Prior to the finalization of working drawings for Planning Division, Engineering Division, and Building Division Plan Check, the developer shall submit to the Community Development Department detailed and dimensioned plot plans, floor plans, exterior elevations, and landscape plans which reflect the above conditions of approval. The plans shall indicate cross sections of all streets within the development, landscape materials, wall materials, and building materials proposed for the project. Each unit shall have phone jacks and cable-TV outlets in all rooms except the laundry area, hallways, and bathrooms. Mechanical equipment, including air conditioning units, Jacuzzi spa equipment, sump pump, etc., shall not be located closer than five feet of any side or rear property line and shall not be located in the front landscape setback. Air conditioning units may be placed adjacent to or in front of the dwelling units provided the location does not obstruct, impede, or hinder any vehicle traffic or pedestrian access to any unit.
- c. Should the developer elect to build the project in more than one phase, then a phasing plan shall be submitted to the Community Development Department prior to releasing units for model purposes. The phasing plan shall include, but not limited to, a site plan showing the phasing areas, protection of finished units, and protection for related safety issues concerning pedestrians and non-construction vehicles. The perimeter improvements including landscaping, walls, street improvements, and underground utilities, shall be completed in the first phase. The phasing plan shall be approved by the Community Development, Fire, and Public Works Departments prior to issuance of building permits.

52. Any new or required block walls and/or retaining wall(s) shall be shown on the grading plans. Block walls shall be developed to City Standards or designed by a Registered Engineer and shall be measured from on-site finished grade. The applicant shall provide the following:

- a. Decorative masonry walls are required along the entire project boundary property lines and shall be constructed to a maximum height of seven feet, as measured from highest point of finished grade on the project's side. These walls shall use split-face block with decorative caps, subject to Community Development Department's approval. The decorative masonry walls facing Fairview Street shall include decorative plasters and decorative caps.
 - b. The applicant shall work with the existing property owners along the project perimeter in designing and constructing the required perimeter block walls. This requirement is to avoid having double walls and minimize any impact that it might cause to the existing landscaping on the neighbor's side as much as possible. The perimeter block wall shall be constructed and situated entirely within the subject property. In the event that the applicant cannot obtain approval from the property owners, the applicant shall construct the new wall with a decorative cap to be placed between the new and existing walls. In the event the location of a new wall adjacent to an existing wall or fence has the potential to affect the landscape planter, then the Developer shall work with City Staff to address this situation.
53. Construction activities shall adhere to SCAQMD Rule 403 (Fugitive Dust) that includes dust minimization measures, the use of electricity from power poles rather than diesel or gasoline powered generators, and the use methanol, natural gas, propane or butane vehicles instead of gasoline or diesel powered equipment, where feasible. Also, the use of solar or low-emission water heaters, use low-sodium parking lot lights, and ensure compliance with Title 24.
 54. The common recreation area improvements shall be reviewed and approved by the Community Development Department, Planning Division prior to issuance of building permits. The common recreation area shall be completed at the time that the developer completes no more than 50 percent of the units (45 units). The improvements shall include, tot lot and general play area, benches, barbeque equipment, and related equipment and improvements. The area may be physically separated from the residential units on each side of the recreation area, with a combination block wall and/or wrought iron fencing around the perimeter.
 55. Building color and material samples shall be submitted to the Planning Division for review and approval prior to issuance of building permits. The buildings shall include multi-toned stuccoed exteriors, stone veneers, window and door trim, decorative paneled front doors, multi-paned windows, window boxes, shutters, paneled roll-up garage doors, decorative entry lights, and varied roof lines with tile roofing material.

56. The entry drive from Fairview Street shall have enhanced concrete treatment subject to Community Development Department's approval.
57. The recreation area shall be maintained for the life of the project and such maintenance provisions shall be included in the CC&R's. Satisfying this condition is subject to Community Development Department approval.
58. Decorative mailboxes shall be provided that include elements that are complimentary to the architectural style of the buildings. All on-site lighting and street signage shall be decorative. Final design of the mailboxes, street lighting and signage shall be reviewed and approved by the Planning Division prior to the issuance of building permits.
59. In the event any legal action or proceeding is filed against the City and/or applicant, seeking to attack, set aside, void or annul any of the Project entitlements, applicant shall have the right and obligation to either: (1) defend the City with legal counsel mutually selected by the applicant and the office of the City Attorney; legal fees shall be limited so as not to exceed \$250 per hour; or (2) request that the City rescind the entitlement approvals, in which case the applicant would have no obligation to defend or indemnify the City; however, applicant shall reimburse the City for any costs incurred or assessed against the City as a result of the filing of such legal action or proceeding, provided the City acts promptly to rescind the entitlements.

SHEET 1 OF 3 SHEETS
ALL OF TENTATIVE TRACT NO. 17353
21 NUMBERED LOTS & 8 LETTERED LOTS
TOTAL AVERAGE
GROSS 2,853,806-SQ-FT=2.8538 ACRES
DATE OF SURVEY: JANUARY 2010

TRACT NO. 17353

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 10 WEST,
SAN BERNARDINO BASE & MERIDIAN IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
JANUARY 2010
DMS CONSULTANTS, INC.
WALTER F. LUNDIN L.S. 7707

ACCEPTED AND FILED AT THE
OFFICE OF THE COUNTY CLERK OF CALIFORNIA, INC.
DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
TON DALY
COUNTY CLERK-RECORDER

OWNERSHIP CERTIFICATE

WE, THE SUBSCRIBED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND AND COVENANTS AND RESTRICTIONS THEREON, HAVE AGREED TO THE RECORDED AND RECORDED OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY DEED TO THE CITY OF GARDEN GROVE:
FARMER STREET.

- 1. A BLANKET EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES,
ACROSS THE TRACT EXCLUDING AREAS BENEFITARY STRUCTURES.
- 2. A PUBLIC UTILITY EASEMENT AS SHOWN ON SAID MAP AS EASEMENT NOTE

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE:
1. ALL ACCESS LOCATIONS RIGHTS TO FARMER STREET, EXCEPT AS APPROVED
2. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.

FOURD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: JAMES L. BARGIS, PRESIDENT BY: MARK WHITFIELD, VICE PRESIDENT
HOUSING CAPITAL COMPANY BENEFICIARY UNDER DEED OF TRUST RECORDS
MAP #A 2010 AS INSTRUMENT NO. 201000204544 OFFICIAL RECORDS

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, AS REQUIRED, AS FILED WITH, APPROVED AND APPROVED BY THE CITY PLANNING COMMISSION, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____ 2010

WILLIAM E. MURPHY, JR.
CITY ENGINEER OF GARDEN GROVE
R.C.E. NO 50333
EXPIRATION DATE: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING. I HAVE BEEN ADVISED BY THE STATE THAT ALL INSTRUMENTS ARE OF THE CHARACTER AND ACCEPT THE PROVISIONS INDICATED OR THAT THEY WILL BE SET IN SUCH POSITION BY DECEMBER 2010 AND THAT SAID INSTRUMENTS ARE SUBJECT TO CORRECTION BY THE COMMISSIONER OF THE STATE SURVEYING AND MAPPING DIVISION.

WALTER F. LUNDIN
L.S. NO. 7707
EXPIRATION DATE: 12/31/10



NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2010, BEFORE ME, _____, a Notary Public in and for said state, in _____ county, California, who produced 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they are the person(s) named in the instrument, 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: _____
SIGNATURE OF ME AND FOR SAID STATE _____ MY PRINCIPAL PLACE OF BUSINESS IS _____ IN _____ COUNTY, CALIFORNIA.
(NAME PRINTED)

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2010, BEFORE ME, _____, a Notary Public in and for said state, in _____ county, California, who produced 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 he/she/they are the person(s) named in the instrument, 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: _____
SIGNATURE OF ME AND FOR SAID STATE _____ MY PRINCIPAL PLACE OF BUSINESS IS _____ IN _____ COUNTY, CALIFORNIA.
(NAME PRINTED)

SIGNATURE OMISSION NOTES

PURSUANT TO SECTION 66358(d)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED

- 1. CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY PURPOSES RECORDED APRIL 20, 2010 PER INSTRUMENT NO. 2010000204544 OR, AND 201000204538 OR.
- 2. SCITRON CALIFORNIA, EPCON COMPANY, HOLDER OF AN EASEMENT FOR POLE LINES AND CONDUITS RECORDED AUG 18, 1946 IN BOOK 1445 PAGE 313 OR.
- 3. GARDEN GROVE SANITARY DISTRICT, HOLDER OF AN EASEMENT FOR SANITATION SEWER LINES RECORDED APRIL 14, 1964 AS INSTRUMENT NO. 84-250205 OR, AND 84-200206 OR, AND 84-200209 OR.
- 4. EASEMENT FOR ROADS, RAILROADS & DITCHES, CANALS & NATURAL STREAMS OF WATER PER BOOK 791 PAGE 75 OF DEEDS.

COUNTY TREASURER--TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO ALSO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 2010
GREGG W. STREET, COUNTY TREASURER-TAX COLLECTOR
DEPUTY TREASURER-TAX COLLECTOR

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2010
RAYMOND L. WAHNE, COUNTY SURVEYOR
L.S. 6185 EXPIRATION DATE: 03/31/12

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED FOR APPROVAL TO THE CITY OF GARDEN GROVE AT A REGULAR MEETING OF THE CITY OF GARDEN GROVE ON THE _____ DAY OF _____, 2010, AND THAT THEREUPON SAID COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO APPROVED SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO APPROVED THE DECISION FOR STREET PURPOSES OF FARMER STREET.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE:
1. A BLANKET EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES,
ACROSS THE TRACT EXCLUDING AREAS BENEFITARY STRUCTURES.

- 2. A PUBLIC UTILITY EASEMENT AS SHOWN ON SAID MAP AS EASEMENT NOTE AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE.
- 1. ALL VEHICULAR ACCESS RIGHTS TO FARMER STREET, EXCEPT AT APPROVED ACCESS LOCATIONS.
- 2. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66358 (d) (3) (A) OF THE SUBDIVISION MAP ACT.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF GARDEN GROVE.
DATED THIS _____ DAY OF _____, 2010.

KATY BEALON
CITY CLERK OF THE CITY OF GARDEN GROVE

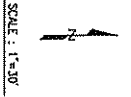
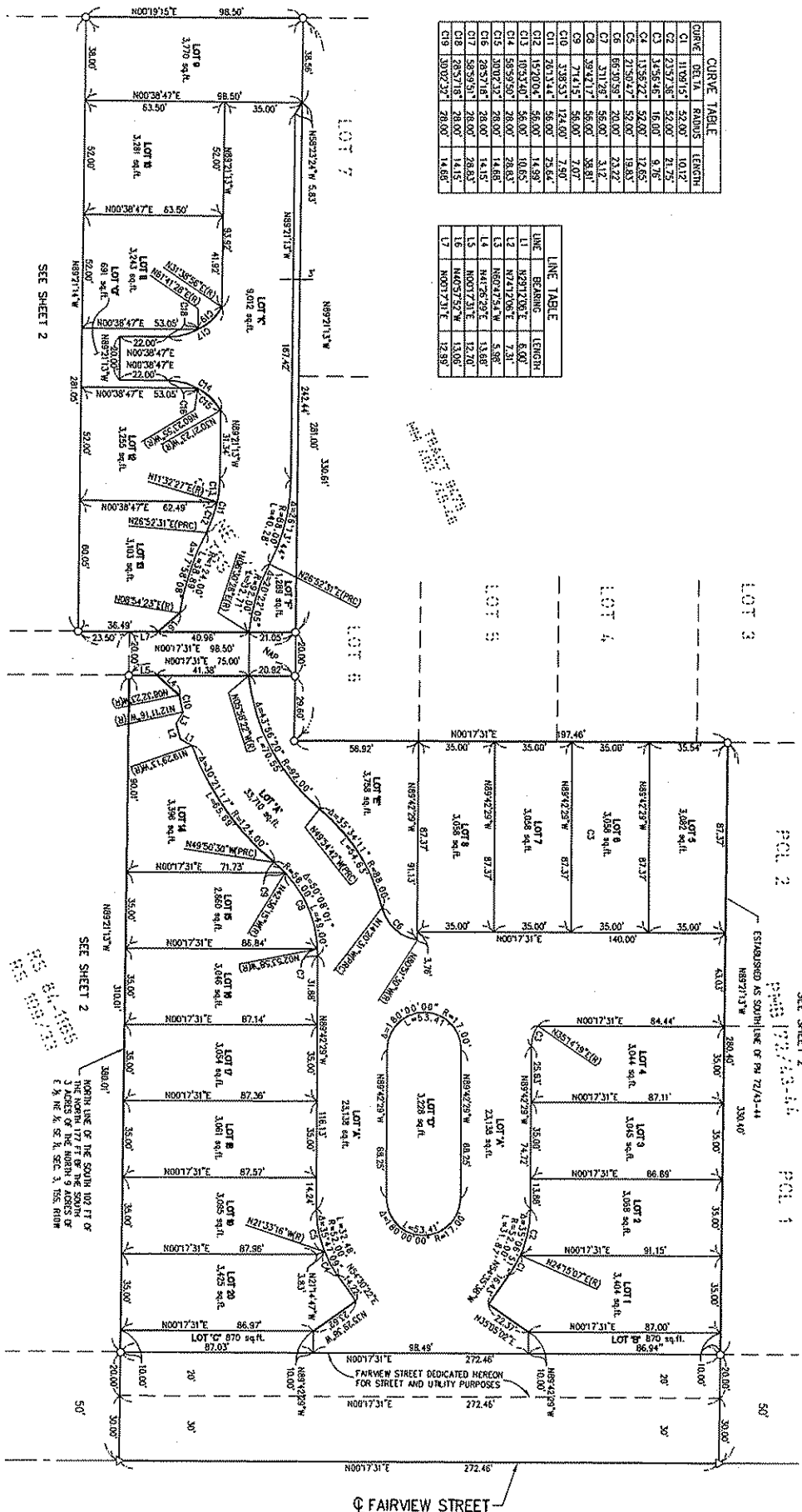
SHEET 1 OF 3 SHEETS
 ALL OF TRACT NO. 17353
 21 NUMBERED LOTS & 8 LETTERED LOTS
 TOTAL ACRES: 2.8536
 GROSS: 2,853,600 S.F. (2.8536 ACRES)
 DATE OF SURVEY: JANUARY 2010
 SCALE: 1" = 30'

TRACT NO. 17353

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
 JANUARY 2010. DMS CONSULTANTS, INC. WALTER F. LUNDIN L.S. 7707

CURVE	DATA	RADIUS	LENGTH
C1	118°15'	42.00'	10.12'
C2	215°13'	42.00'	21.25'
C3	145°54'	16.00'	9.76'
C4	155°22'	42.00'	12.65'
C5	215°02'	42.00'	18.83'
C6	66°01'	20.00'	23.22'
C7	311°29'	56.00'	31.7'
C8	292°12'	56.00'	38.41'
C9	274°15'	56.00'	27.07'
C10	338°53'	124.60'	25.64'
C11	261°14'	56.00'	25.64'
C12	152°00'	56.00'	14.99'
C13	103°40'	56.00'	10.65'
C14	158°59'	28.00'	28.83'
C15	200°12'	28.00'	14.61'
C16	285°18'	28.00'	14.61'
C17	158°59'	28.00'	28.83'
C18	285°18'	28.00'	14.61'
C19	200°12'	28.00'	14.61'

LINE	BEARING	LENGTH
L1	R231°13'E	5.00'
L2	R241°10'E	7.31'
L3	R02°54'W	5.88'
L4	R41°25'W	13.68'
L5	N00°12'W	12.20'
L6	M45°52'W	13.06'
L7	N00°12'W	12.89'



MONUMENT NOTES

- INDICATE FOUND MONUMENTS AS NOTED
- INDICATE SET SPIKE & WASHER TAPPED U.S. 7707.
- △ SET 1" IP OR LEAD & TACK TAPPED U.S. 7707. AT
- ALL TRACT CORNERS UNLESS OTHERWISE NOTED.

NOTE:
 SEE SHEET 2 FOR BOUNDARY INFORMATION, BEARS BEARINGS, DAWD STATION, MONUMENT NOTES & REFERENCE DATA.

SCALE: 1" = 30'

SUBDIVISION IMPROVEMENT AGREEMENT**SUBDIVIDER: BRANDYWINE HOMES****TRACT MAP NO. 17353**

THIS AGREEMENT is made this ____ day of _____ 2010, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and Pomelo, LLC, ("SUBDIVIDER"). CITY and SUBDIVIDER are sometime referred to herein individually as the "Party" or collectively as the "Parties."

RECITALS:

The following recitals are a substantive part of this Agreement:

1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Tract Map No. 17353 ("Project"), subject to certain conditions of approval for the development of the Project ("Conditions of Approval").
2. As a condition precedent to the approval of the Final Map by CITY, SUBDIVIDER is required to construct, install and/or offer for dedication to CITY certain streets, highways, easements, infrastructure improvements and/or parcels of land intended for public use.
3. SUBDIVIDER, by the Final Map, has offered for dedication to CITY certain streets, easements, property, and infrastructure improvements.
4. CITY desires to accept the dedications of such streets, easements, property, and other improvements as shown on the Final Map, and certain other improvements described in this Agreement.
5. SUBDIVIDER has delivered to CITY and CITY has approved plans and specifications and related documents for certain "Improvements" (as hereinafter defined), which are required to be constructed and installed in order to accommodate the development of the Project.
6. SUBDIVIDER has requested approval of the Final Map prior to completion of all of the Improvements required by CITY.
7. To assure CITY that SUBDIVIDER will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.
8. SUBDIVIDER's agreement to construct and install the Improvements pursuant to this Agreement and its offer of dedication of the streets, easements, and other improvements, as shown on the Final Map, are a material consideration to CITY in approving the Final Map and permitting development of the Project to proceed.
9. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 et seq.) and the ordinances, rules, regulations, and determinations of the CITY.

AGREEMENT

NOW THEREFORE, based on the foregoing Recitals, which are incorporated herein by reference, and in consideration of the CITY's approving the Final Map and permitting development of the Project to proceed, CITY's acceptance of the streets, easement, and other improvements offered for dedication by SUBDIVIDER, and the mutual promises contained herein, the Parties mutually agree as follows:

1. **Improvements.** SUBDIVIDER, at his or her sole expense, agrees to construct and install, as applicable, the street, sidewalks, drainage system, domestic water, sanitary sewer, and other improvements (herein sometimes collectively referred to as the "Improvements") required to be constructed or agreed to be constructed as a condition precedent to the approval of the Final Map and acceptance of such streets and easements, as expressly shown on (1) the Improvement Lists attached hereto at Exhibit "A" and Exhibit "B" and incorporated herein, and/or (2) the approved Project Improvement Plans on file with CITY and/or subsequently approved or revised by CITY and SUBDIVIDER (the "Improvement Plans"). The estimated construction cost for the Improvements is \$410,000.00

2. **Security.** To secure the faithful performance of each improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each improvement required, SUBDIVIDER shall provide CITY, prior to the execution of this Agreement by CITY, with the following bonds:

Improvement	Type of Bond	Amount
100% of total estimate for Off-Site Improvements, On-Site Grading, Drainage system, water and sewer improvements as shown on Grading Plan No. G-1245, as described on the attached exhibit "A"	Faithful Performance	\$410,000.00
50% of total estimate for Off-Site Improvements, On-Site Grading, Drainage system, water and sewer improvements as shown on Grading Plan No. G-1245, as described on the attached exhibit "B"	Labor & Material	\$205,000.00

The bonds shall be executed on CITY forms by a surety authorized to do business in the State of California and shall be subject to approval by the City Attorney.

3. **Time for Completion.** SUBDIVIDER shall complete construction and installation of the improvements within 365 days, or such later time as approved by the CITY in writing.
4. **CITY Inspection and Acceptance.** The City Engineer or his or her duly authorized representative, upon request of SUBDIVIDER, shall inspect the improvements herein agreed to be constructed or installed by SUBDIVIDER, and, if determined to be in accordance with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans, shall recommend the acceptance of such improvements by the CITY.
5. **Changes or Alterations.** SUBDIVIDER shall perform any changes or alterations in the construction and installation of the improvements required by CITY, to the extent such changes or alterations are needed to cause the improvements to comply with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans.
6. **Guarantee.** SUBDIVIDER shall guarantee such improvements for a period of one (1) year following the completion by SUBDIVIDER and acceptance by CITY against any defective work or labor done, or defective materials furnished, in the performance of work pursuant to this Agreement.
7. **Insurance Requirements.**
 - 7.1 **COMMENCEMENT OF WORK.** Subdivider or Subdivider's contractor, if Subdivider is not itself performing the work, performed pursuant to this Agreement, shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
 - 7.2 **Workers' Compensation Insurance.** For the duration of this Agreement, SUBDIVIDER, or its contractor, as appropriate, and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
 - 7.3 **Insurance Amounts.** SUBDIVIDER or Subdivider's contractor, as appropriate, and each of its sub-contractors shall maintain the following insurance for the duration of this Agreement:
 - A. Commercial general liability in the amount of \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better or as otherwise approved by the CITY.
 - B. Automobile liability in the amount of \$1,000,000 per occurrence; Insurance companies must be **acceptable to CITY** and have a Best's guide Rating of A-, Class VII or better or as otherwise approved by the CITY.

An Additional Insured Endorsement of the policy (or policies) under section 7.3 (A) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insured's for liability arising out of work or operations performed by or on behalf of the SUBDIVIDER. Subdivider's contractor shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by the CITY.

An Additional Insured Endorsement of the policy or (policies) under section 7.3 (B) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insured's for automobiles owned, leased, hired, or borrowed by the SUBDIVIDER or Subdivider's contractor, as appropriate. SUBDIVIDER shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by the CITY.

For any claims related to this Agreement, Subdivider's or Subdivider's contractor's as appropriate, insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the Subdivider's/ Subdivider's Contractors insurance and shall not contribute with it.

If SUBDIVIDER is not constructing or installing the required improvements itself, Subdivider's insurance obligation pursuant to this subsection 7.3 may be satisfied from each of Subdivider's contractors and each of their subcontractors, as appropriate, at the time of application for any permit from the CITY related to the construction and/or installation of the improvements under this Agreement.

8. **Default.**

8.1 **Remedies Not Exclusive.** In any case where this Agreement provides a specific remedy to CITY for a default by SUBDIVIDER hereunder, such remedy shall be in addition to, and not exclusive of, CITY's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.2 **CITY Right to Perform Work.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER hereby authorizes CITY to perform such obligations twenty (20) days after mailing written Notice of Default to SUBDIVIDER at the address given below, and agrees to pay the entire cost of such performance by CITY, unless SUBDIVIDER cures such default in such twenty (20) day period, or such additional time as CITY deems reasonable in its sole discretion.

8.3 **Costs and Attorney's Fees.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER agrees to pay all costs and expenses reasonably incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of SUBDIVIDER's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in

investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

9. **Non-Liability of Officials and Employees of CITY.** No member, official or employee of CITY shall be personally liable to SUBDIVIDER, or any successor in interest, in the event of any default or breach by CITY, or for any amount which may become due from CITY or its successor, or any obligation under the terms of this Agreement.

10. **Labor.**

10.1 **Labor Standards.** SUBDIVIDER shall be responsible for causing itself and all contractors and subcontractors constructing or installing any of the Infrastructure Improvements to comply with all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. CITY makes no warranty or representation concerning whether any of the Infrastructure Improvements required to be constructed and/or installed pursuant to this Agreement constitute public works subject to the prevailing wage requirements.

10.2 **Non-Discrimination.** SUBDIVIDER covenants and agrees that there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity undertaken pursuant to this Agreement.

10.3 **Licensed Contractors.** SUBDIVIDER shall cause all of the Infrastructure Improvements to be constructed and/or installed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.

- 11 **Change of Subdivider.** If SUBDIVIDER ceases to have legal interest in the Project, then a notice to that effect shall be filed with CITY by Subdivider. The notice shall include the name and address of the new Subdivider. SUBDIVIDER shall require as a condition of the transfer of the legal interest in the Project, that the new Subdivider shall (1) submit new bonds in accordance with this Agreement (at which time the original bonds shall be released); (2) submit to CITY a certified copy of the recorded deed referencing the transfer of the legal interest; and (iii) require that, upon transfer, the successor Subdivider undertake all of the obligations under this Agreement in lieu and in place of SUBDIVIDER. Thereafter, SUBDIVIDER shall have no further obligations to CITY under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer. Subdivider's responsibility for such liability, obligations, acts or omissions shall survive until such liability or obligations are fully and finally resolved, or until the statute of limitations on such acts or omissions has elapsed.

- 12 **General Provisions.** It is mutually agreed as follows:

12.1 **Assignment or Delegation.** Neither CITY nor SUBDIVIDER shall assign this Agreement without the consent of the other. SUBDIVIDER shall not delegate its obligations under this Agreement to another.

- 12.2 **Independent Contractor.** It is understood and agreed that, in connection with the performance of SUBDIVIDER's obligations under this Agreement, SUBDIVIDER, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER shall act and be independent contractors and shall not be agents or employees of the CITY, and as independent contractors, shall obtain no rights to retirement benefits, or other benefits which accrue to CITY employees, and SUBDIVIDER, on behalf of itself, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER, hereby expressly waives any claim it may have to any such rights.
- 12.3 **Compliance with Law.** SUBDIVIDER shall comply with, and require all those acting on SUBDIVIDER's behalf to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 12.4 **Conflict of Interest and Reporting.** SUBDIVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12.5 **Notices.** All notices shall be personally delivered or mailed, postage prepaid, to the below-listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. If to Subdivider:
Jim Barisic Pomelo, LLC
16580 Aston Irvine, CA 92606
- B: If to CITY:
City of Garden Grove
Attention: Public Works Director
11222 Acacia Parkway
Garden Grove, California 92842
- 12.6 **Licenses, Permits, Fees, and Assessments.** At its sole cost and expense, SUBDIVIDER shall obtain such license, permits, and approvals as may be required by law for the performance of SUBDIVIDER's obligations under this Agreement. SUBDIVIDER shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the obligations required under this Agreement.
- 12.7 **Time of Essence.** Time is of the essence in the performance of this Agreement.
- 12.8 **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, including all successors and assigns to SUBDIVIDER's right, title, and interest in the property covered by the Project and any portion thereof.
- 12.9 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

- 12.10 **Modification**. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and SUBDIVIDER.
- 12.11 **Waiver**. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and SUBDIVIDER. SUBDIVIDER agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.
- 12.12 **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.
- 12.13 **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.
- 12.14 **Preservation of Agreement**. Should any paragraph, clause, provision or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, provision or word so construed and interpreted, and all remaining provisions shall remain valid and enforceable.
- 13 **Mutual Agreement**. The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

"CITY"

CITY OF GARDEN GROVE

Date: _____

BY: _____
City Manager

ATTEST:

"SUBDIVIDER"

Pomelo, LLC
by: Brandywine Homes, manager


City Clerk

By: James L. Barisic _____

Date: _____

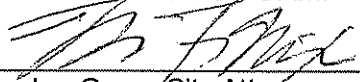
Secretary
Its: ~~Executive Director~~

Date: 7/2 _____

BY:  _____

James L. Barisic
Name
Secretary
Title

APPROVED AS TO FORM:



Garden Grove City Attorney

If SUBDIVIDER is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

Date: 6/4/10 _____

14 INSTRUCTIONS: If SUBDIVIDER is a corporation or limited liability company, the Agreement must be executed in the corporate/LLC name and signed by the President or a Vice-President and the Secretary or Assistant Secretary. If SUBDIVIDER is a limited liability company with designated centralized management (i.e., those that specifically designate in their articles of organization that they will be managed by a manager or managers), the Agreement must be executed in the LLC's name and signed by at least two managers (or by one manager in the case of an LLC whose articles of organization state that it is managed by only one manager). If SUBDIVIDER is a partnership, it must be signed by all general partners. If SUBDIVIDER is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be included.

Bond No. SB026000010

Premium: \$8,200.00

SUBDIVISION IMPROVEMENT BOND

FAITHFUL PERFORMANCE

NOTICE: TO WHOM IT MAY CONCERN: That we, Pomelo, LLC

as Principal, and Ullico Casualty Company

as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of four hundred ten thousand Dollars (\$410,000.00), lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

That the Surety's office is located at 2600 W. Olive Avenue, FL. 5 Burbank, CA 91505 telephone no. (818) 333-5199; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone numbers are as follows:

License No.: 0371719

Address: 18101 Von Karman Ave. 6th Floor Irvine, CA 92612

Telephone No.: (949) 885-1200

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal has entered into a Subdivision Agreement, dated the _____ day of, 2010, with the CITY OF GARDEN GROVE to install or complete an improvement consisting of Off-Site and On-Site Improvements as described on the attached exhibit "A", as part of Tract No. 17353.

NOW THEREFORE, if the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the Subdivision Agreement related to the improvements to be performed by the Principal, as in the Subdivision Agreement, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.

Subdivision Improvement Bond
Faithful Performance

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Subdivision Agreement, or of work to be performed there under, shall in any way affect its obligation on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Subdivision Agreement, or of work to be performed there under.

Executed this July 22 day of, 2010.

Pomelo, LLC

By: Ullico Casualty Company _____
Surety Principal

By: Victoria M. Campbell
Victoria M. Campbell, Attorney-in-Fact

By: Victoria M. Campbell
Victoria M. Campbell, California Resident Agent

By: _____
Non-resident Agent - Attorney-In-Fact

STATE OF CALIFORNIA)
COUNTY OF _____) ss. *See Attached*

On this _____ day of, 2010, before me, a Notary Public in and for said County and State, personally appeared _____, Known to me to be the Attorney-in-Fact of the _____, of _____, (Corporation) (City) (State), and acknowledged that it executed the attached bond to the

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

WITNESS my hand and Official Seal.

(Acknowledgment by Non-Resident Agent as Attorney-in-Fact must be attached.)

Notary Public in and for said County and State.
My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

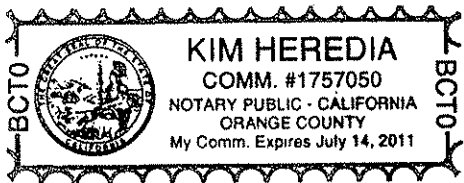
State of California

County of Orange

On July 22, 2010 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M. Campbell, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.

Kim Heredia

SIGNATURE OF NOTARY

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

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

JUL 22 2010

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ULLICO Casualty Company

SIGNER(S) OTHER THAN NAMED ABOVE.

Bond No. SB026000010

Premium included in Performance Bond.

**SUBDIVISION IMPROVEMENT BOND
LABOR AND MATERIAL**

NOTICE: TO WHOM IT MAY CONCERN: That we, Pomelo, LLC

as Principal, and Ullico Casualty Company

As Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of two hundred five thousand Dollars (\$205,000.00), lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

That the Surety's office is located at 2600 W. Olive Ave. FL. 5 Burbank, CA 91505 telephone no. (818) 333-5199; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone numbers are as follows:

License No.: 0371719

Address: 18101 Von Karman Ave. 6th Floor, Irvine, CA 92612

Telephone No.: (949) 885-1200

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal has entered into a Subdivision Agreement, dated the _____ day of _____, 2010, with the CITY OF GARDEN GROVE to install or complete an improvement consisting of Off-Site and On-Site Improvements as described on the attached exhibit "B", as part of Tract No. 17353.

NOW THEREFORE, if the Principal, its heirs, executors, administrators, successors, or assignees, or subcontractors shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement in accordance with the Subdivision Agreement, or for any work or labor thereon of any kind, or for amounts due under State law with respect to work or labor, and provided the claimant shall have complied with the provisions of the Code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Subdivision Agreement, or of work to be performed there under, shall in any way affect its obligation on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Subdivision Agreement, or of work to be performed there under.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On July 22, 2010 before me, Kim Heredia, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria M. Campbell, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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]

SIGNATURE OF NOTARY

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

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- TRUSTEE(S) GENERAL
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

JUL 22 2010

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ULLICO Casualty Company

SIGNER(S) OTHER THAN NAMED ABOVE.



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: **ERIK JOHANSSON**, and **VICTORIA M. CAMPBELL** of **Willis Insurance Services of California, Inc.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this _____ day of **JUL 22 2010** 20_____.



PRESIDENT

Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th Day of July, 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of July 2009.

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Exhibit "A"
FAITHFUL PERFORMANCE BOND

Engineer's Probable Cost Estimate
Tract 17353 - Garden Grove
Fairview Street

April 23, 2010

No.	Description	Quantity	Unit	Unit Price	Total
GRADING , DRAINAGE & OFF-SITE IMPROVEMENTS					
1	Earthwork	15,000	CY	\$ 3.65	\$ 54,750
2	Import	2,500	CY	\$ 10.10	\$ 25,250
3	Construct AC over AB	24,000	SF	\$ 2.83	\$ 68,000
4	Construct curb & gutter (6"cf) per city std. B-113	1,235	LF	\$ 18.00	\$ 22,230
5	Construct conc. Alley gutter	155	LF	\$ 19.00	\$ 2,945
6	Construct conc. Curb (6"cf) per city std. B-112	665	LF	\$ 14.50	\$ 9,642
7	Construct conc. Sidewalk	4,182	SF	\$ 6.50	\$ 27,183
8	Construct 6" thick stamped conc.	650	SF	\$ 9.23	\$ 6,000
9	Construct 4" pipe curb outlet through curb face	39	EA	\$ 25.00	\$ 975
10	Construct 4" dia. (sch40) pvc drain pipe	3,150	LF	\$ 10.50	\$ 33,075
11	Construct 12" dia. (sdr35) drain pipe	80	LF	\$ 32.00	\$ 2,560
12	Construct drain inlet	106	EA	\$ 65.00	\$ 6,890
13	Construct trash and debris gaurd	3	EA	\$ 700.00	\$ 2,100
14	Construct rain garden, BMP	760	SF	\$ 5.50	\$ 4,180
15	Construct conc. Rectangular channel	120	LF	\$ 40.00	\$ 4,800
16	Construct 8" dia. (sch40) pvc drain pipe through wall opening	30	LF	\$ 14.00	\$ 420
17	Construct overflow junction structure	1	EA	\$ 1,000.00	\$ 1,000
18	Construct infiltration planter	1	EA	\$ 1,000.00	\$ 1,000
19	Construct Parkway culvert	2	EA	\$ 1,500.00	\$ 3,000
20	Construct drain inlet	2	EA	\$ 1,500.00	\$ 3,000
Subtotal-1					\$ 279,000

SEWER IMPROVEMENTS

1	Connect to Existing Sewer Manhole	1	EA	\$ 5,000.00	\$ 5,000
2	Construct Sewer Manhole	5	EA	\$ 3,625.00	\$ 18,125
3	Construct 8" Dia. Extra strength VCP Sewer pipe with wedge lock	220	LF	\$ 24.00	\$ 5,280
4	Construct Sewer Cleanout	25	EA	\$ 455.00	\$ 11,375
5	Adjust Existing Sewer Manhole RIM and Cover to grade	1	EA	\$ 1,730.00	\$ 1,730
Subtotal-2					\$ 41,510

WATER IMPROVEMENTS

1	Install 8" PVC AWWA C-900 Class 200 Water Main with 36" cover Finished surface and 24" cover at the time of installation	720	LF	\$ 29.00	\$ 20,881
2	Install 6" PVC AWWA C-900 Class 200 Water Main with 36" cover Finished surface and 24" cover at the time of installation	380	LF	\$ 25.30	\$ 9,614
3	Construct 8"x8" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 2,200.00	\$ 2,200
4	Construct 6"x6" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 2,200.00	\$ 2,200
8	Install Wet Barrel Fire Hydrant Assembly	2	EA	\$ 4,400.00	\$ 8,800
12	Install 6" gate valve	6	EA	\$ 1,500.00	\$ 9,000
19	Construct water main crossing over existing Sewer	2	EA	\$ 1,500.00	\$ 3,000

Subtotal-3 \$ 55,695
Total 1+2+3 \$ 376,205
10% Contingencies \$ 37,620
Grand Total \$ 413,825

For Faithful Performance bonding purpose use 100% of \$410,000.00

Exhibit "B" LABOR AND MATERIAL BOND

Engineer's Probable Cost Estimate
Tract 17353 - Garden Grove
Fairview Street

April 23, 2010

No.	Description	Quantity	Unit	Unit Price	Total
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5	Construct conc. Alley gutter	155	LF	\$ 19.00	\$ 2,945
6	Construct conc. Curb (6"cf) per city std. B-112	665	LF	\$ 14.50	\$ 9,642
7	Construct conc. Sidewalk	4,182	SF	\$ 6.50	\$ 27,183
8	Construct 6" thick stamped conc.	650	SF	\$ 9.23	\$ 6,000
9	Construct 4" pipe curb outlet through curb face	39	EA	\$ 25.00	\$ 975
10	Construct 4" dia. (sch40) pvc drain pipe	3,150	LF	\$ 10.50	\$ 33,075
11	Construct 12" dia. (sdr35) drain pipe	80	LF	\$ 32.00	\$ 2,560
12	Construct drain inlet	106	EA	\$ 65.00	\$ 6,890
13	Construct trash and debris gaurd	3	EA	\$ 700.00	\$ 2,100
14	Construct rain garden, BMP	760	SF	\$ 5.50	\$ 4,180
15	Construct conc. Rectangular channel	120	LF	\$ 40.00	\$ 4,800
16	Construct 8" dia. (sch40) pvc drain pipe through wall opening	30	LF	\$ 14.00	\$ 420
17	Construct overflow junction structure	1	EA	\$ 1,000.00	\$ 1,000
18	Construct infiltration planter	1	EA	\$ 1,000.00	\$ 1,000
19	Construct Parkway culvert	2	EA	\$ 1,500.00	\$ 3,000
20	Construct drain inlet	2	EA	\$ 1,500.00	\$ 3,000
Subtotal-1					\$ 279,000

SEWER IMPROVEMENTS

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3	Construct 8" Dia. Extra strength VCP Sewer pipe with wedge lock	220	LF	\$ 24.00	\$ 5,280
4	Construct Sewer Cleanout	25	EA	\$ 455.00	\$ 11,375
5	Adjust Existing Sewer Manhole RIM and Cover to grade	1	EA	\$ 1,730.00	\$ 1,730
Subtotal-2					\$ 41,510

WATER IMPROVEMENTS

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2	Install 6" PVC AWWA C-900 Class 200 Water Main with 36" cover Finished surface and 24" cover at the time of installation	380	LF	\$ 25.30	\$ 9,614
3	Construct 8"x8" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 2,200.00	\$ 2,200
4	Construct 6"x6" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 2,200.00	\$ 2,200
8	Install Wet Barrel Fire Hydrant Assembly	2	EA	\$ 4,400.00	\$ 8,800
12	Install 6" gate valve	6	EA	\$ 1,500.00	\$ 9,000
19	Construct water main crossing over existing Sewer	2	EA	\$ 1,500.00	\$ 3,000
Subtotal-3					\$ 55,695

Total 1+2+3 \$ 376,205
10% Contingencies \$ 37,620
Grand Total \$ 413,825

For Labor & Material bonding purpose use 50% of \$410,000.00 = \$205,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/17/2010

PRODUCER Phone: 760-632-4840 Fax: 760-632-4841
 BENCHMARK COMMERCIAL INS. SERVICES, INC.
 617 SAXONY PLACE, SUITE #101
 ENCINITAS CA 92024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Agency Lic#: 0C30557

INSURED
 BRANDYWINE HOMES
 16580 ASTON
 IRVINE CA 92606

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: United Specialty Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	FEC61001305	02/07/10	02/07/11	EACH OCCURRENCE	\$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						EMPLOYEE BENEFITS LI	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATU-TORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
		<input type="checkbox"/> Y/N				E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

* EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, 10 DAYS DNOC WILL BE GIVEN.

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF GARDEN GROVE
 THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT
 11222 ACACIA PARKWAY
 GARDEN GROVE, CA 92840

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lisa Costello
 LISA COSTELLO

Attention:

ACORD 25 (2009/01)

Certificate # 34205

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Policy # FEC61001305
Effective Date 02/07/2010

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.		

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT THIS IS NOT A BILL
SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

CONTINUOUS POLICY 1700580-10

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM
PACIFIC STANDARD TIME

RATING PERIOD 7-31-10 TO 7-31-11

BRANDYWINE DEVELOPMENT CORP
16580 ASTON
IRVINE, CALIF 92606

DEPOSIT PREMIUM \$1,147.00
MINIMUM PREMIUM \$220.00
PREMIUM ADJUSTMENT PERIOD MONTHLY
R SC

NAME OF EMPLOYER- BRANDYWINE HOMES
(A CORPORATION)

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 07-31-10 TO 07-31-11

		PREMIUM BASIS	BASE RATE	INTERIM BILLING RATE*
5606-1	CONTRACTORS--CONSTRUCTION OR ERECTION	401499	2.88	2.44
8742-1	SALESPERSONS--OUTSIDE.	0	1.36	1.15
8810-1	CLERICAL OFFICE EMPLOYEES--N.O.C.	152573	1.14	.97
9015-1	BUILDING OPERATION--N.O.C.--ALL OTHER EMPLOYEES	0	14.52	12.29

*****BUREAU NOTE INFORMATION*****

FEIN 330560416

TOTAL ESTIMATED ANNUAL PREMIUM \$9,910