

RECOMMENDATION

It is recommended that City Council:

- Approve Final Tract Map No. TR 17299 and the Subdivision Improvement Agreement and also accept the Subdivision Improvement Bonds.
- Authorize the City Manager to execute the Agreement.


KEITH G. JONES
Public Works Director


By: William E. Murray Jr.
City Engineer

Attachment 1: Planning Commission Resolution No. 5658
Attachment 2: Tract Map No. TR 17299
Attachment 3: Subdivision Improvement Agreement
Attachment 4: Subdivision Improvement Bonds

Recommended for Approval


Matthew Fertal
City Manager

RESOLUTION NO. 5658

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE ADOPTING A NEGATIVE DECLARATION AND APPROVING SITE PLAN NO. SP-445-08, VARIANCE NO. V-179-08, AND TENTATIVE TRACT MAP NO. TT-17299.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on November 20, 2008, does hereby adopt a Negative Declaration and approves Site Plan No. SP-445-08, Variance No. V-179-08, and Tentative Tract Map No. TT-17299, for land located on the south side of Trask Avenue, east of Yockey Street, at 8802 Trask Avenue, Parcel No. 097-281-89.

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. The Planning Commission adopts the Negative Declaration.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-445-08, Variance No. V-179-08, and Tentative Tract Map No. TT-17299, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by VT Design Specialties, Inc., Vinnie Tran for George Kong, property owner.
2. The applicant requests approval of a Zone Change from the R-1 (Single-Family Residential) zone to Planned Unit Development Residential zone to allow the development of a small-lot, single-family residential subdivision on a 34,550 square foot site; a Site Plan approval in order to construct six, detached, two-story single-family residential units; a Variance approval to deviate from the minimum one-acre lot size for a residential planned unit development; and a Tentative Tract Map for the residential subdivision.
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 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., and includes mitigation measures.

4. The property has a General Plan Land Use designation of Low Density Residential and is currently zoned R-1 (Single-Family Residential). The 34,550 square foot site is developed with a single-family home.
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 November 20, 2007, 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 November 20, 2008; 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 9.12.020 and 9.24.030, are as follows:

FACTS:

The site is .79 acres in area, and is currently developed with a single-family home.

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 Planned Unit Development Residential zoning is one (1) acre. The proposed site area is 34,550 square feet (0.79 acres). A Variance is proposed as part of this application in order to deviate from the minimum one-acre lot size for a residential Planned Unit Development.

The Planned Unit Development would facilitate the development of the site with six (6), two-story, single-family detached residential units.

The application for Site Plan No. SP-445-08, Variance No. V-179-08, and Tentative Tract Map No. TT-17299 is being processed in conjunction with Planned Unit Development No. PUD-122-08.

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 and the proposed PUD zoning for the property. The building facades, site design, parking, 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. The proposed project provides 30 on-site parking spaces, 12 enclosed and 18 open.

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 six, detached, 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 six-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 with the exception of minimum lot size for a Residential Planned Unit Development, which is being processed in conjunction with a Variance in order to deviate from the minimum one-acre lot size 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 six, single-family detached, residential dwelling unit 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 six, 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 the six, 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.

Variance:

Exceptional circumstance: Yes

The City's General Plan anticipates the development of a small-lot subdivision zoning designation. Since the City has not adopted a new zoning classification and development standards for small-lot subdivision with the single-family residential zones, the PUD (Planned Unit Development) zoning is a mechanism to provide zoning criteria for this project. The limited size of the site prevents the applicant from meeting all of the required development standards found in a typical subdivision. In addition, the acquisition of additional land to meet the minimum one-acre lot size is not feasible. The surrounding properties are currently improved with residential and commercial developments.

Substantial property rights: Yes

The Variance is necessary for the property to be developed with the same property rights that exist for other residential developments located in the City. The limited size and configuration of the property precludes the applicant from subdividing the property and meeting all current development standards of the traditional subdivisions found in the R-1 zone. Moreover, the applicant's request is justifiable due to the limited size, the limited opportunity to acquire additional property, and the fact that other similar developments have occurred in the vicinity. In addition, as part of CalTrans improvements to the Garden Grove (22) Freeway, a portion of the property was purchased for freeway right-of-way purposes, thereby reducing the developable area of the land and making the lot even smaller than is required to for a small lot subdivision.

Materially detrimental: No

The project will be required to comply with all applicable building and safety codes and regulations to ensure that there is not an adverse impact on public health, safety, or welfare. Furthermore, the proposal has been reviewed by all City Departments in order to ensure compliance with all applicable code provisions, with the exception of this Variance request.

Adversely affect the City's General Plan: No

The project complies with all applicable development standards, except for lot size, for which a Variance has been requested. The property has a General Plan designation of Low Density Residential. This designation accommodates detached, single-family, small-lot subdivisions. The proposed project is considered a small-lot subdivision due to the fact that the lot sizes for this development range in size from 3,990 square feet to 4,689 square feet. The net density of 7.5 dwelling units, per net developable acre, is below the density range of the General Plan Low Density

Residential, and the adjoining zoning of R-1, which allows a density range from 1 to 9 dwelling units per acre. Therefore, the approval of the project will be consistent with the goals of the City's General Plan.

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, Variance, and Tentative Tract Map do possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.24.030 (Site Plan and Variance) and 9.32.010 (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-445-08, Variance No. V-179-08, and Tentative Tract Map No. TT-17299.

ADOPTED this 20th day of November, 2008

/s/ RON PIERCE
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 November 20th, 2008, by the following votes:

AYES:	COMMISSIONERS:	BEARD, BRIETIGAM, NGUYEN, PIERCE
NOES:	COMMISSIONERS:	KIRKHAM
ABSENT:	COMMISSIONERS:	BANKSON, PAK

/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 December 11th, 2008.

TRACT NO. 17299

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF 2 SHEETS
ALL OF TENTATIVE TRACT NO. 17299
6 NUMBERED LOTS & 1 LETTERED LOTS
TOTAL ACRES: 0.793 ACRES
DATE OF SURVEY: JANUARY 2010

ACCEPTED AND FILED AT THE
REQUEST OF
ORANGE COAST TITLE COMPANY
DATE _____ TIME _____
INSTRUMENT NO. _____ PAGE _____
BOOK _____
TOM DALY
COUNTY CLERK--RECORDER

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF)
ON THIS _____ DAY OF _____, 2010
PERSONALLY APPEARED _____ BEFORE ME, _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/IT/WE ARE 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 PERSONS 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:

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. MATHE - COUNTY SURVEYOR
LS 6185 EXPIRATION DATE 3/31/12

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 LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR
LOCAL, 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 AND THAT THE PROVISIONS
SECURE THE PAYMENT OF ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES
ON THE LAND COVERED BY THIS MAP.
DATED THIS _____ DAY OF _____, 2010.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF)
ON THIS _____ DAY OF _____, 2010
PERSONALLY APPEARED _____ BEFORE ME, _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/IT/WE ARE THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES),
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSONS 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:

CITY CLERK'S CERTIFICATE
STATE OF CALIFORNIA }
COUNTY OF ORANGE }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY
COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULARLY SCHEDULED MEETING OF SAID
CITY COUNCIL ON _____ DAY OF _____, 2010, AND THAT
THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED,
APPROVE SAID MAP.
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 BENEATH STRUCTURES,
ACCESS LOCATIONS.
2. ALL VEHICULAR ACCESS RIGHTS TO TRASK AVENUE, EXCEPT AT APPROVED
ACCESS LOCATIONS.
3. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.
AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF
SECTION 66426 (0) (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.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF)
ON THIS _____ DAY OF _____, 2010
PERSONALLY APPEARED _____ BEFORE ME, _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/IT/WE ARE THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES),
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSONS 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:

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, IF REQUIRED, AS
FILED WITH, AMENDED 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.

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST
IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION
AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.
WE HEREBY DEDICATE TO THE CITY OF GARDEN GROVE
1. A BLANKET EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES,
ACROSS THE TRACT EXCLUDING AREAS BENEATH STRUCTURES.
WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE:
1. ALL VEHICULAR ACCESS RIGHTS TO TRASK AVENUE, EXCEPT AT APPROVED
ACCESS LOCATIONS.
2. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.
TRASK SIX GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.



WALTER F. GORDON, LS 7707
REGISTRATION EXPIRES : 12/31/10
DATE _____

SIGNATURE OMISSION NOTES
PURSUANT TO SECTION 66426(G) (3)(4) OF THE SUBDIVISION MAP ACT, THE FOLLOWING
SIGNATURES HAVE BEEN OMITTED:
1. COUNTY OF ORANGE, HOLDER OF RIGHT OF WAY FOR ROAD PURPOSES RECORDED
1. AUGUST 23, 1933 IN BK 630, PAGE 158 O.R.

TRACT NO. 17299

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

SHEET 2 OF 2 SHEETS
 ALL OF TENTATIVE TRACT NO. 17299
 6 NUMBERED LOTS & 1 LETTERED LOTS
 TOTAL ACRES: 0.793 ACRES
 DATE OF SURVEY: JANUARY 2010
 SCALE: 1"=30'

10.17' BRUSH CORN PLANT ON 0.87' W. CORNER
 FULL MONUMENT STATION LOCATED AT CA
 INTERSECTION OF TRASK AVE & MAGNOLIA ST.
 PER CIB 2 PAGE 165 & CIB 13 PAGE 164.
 ACCEPTED AS S.W. CORNER OF SEC. 1, T5S, R11W
 PER TRACT 15814, MN 819/49-50
 N 2,274,731.996± E 6,038,174.105

ESTABLISHED BY PROPORTION
 ACCEPTED AS S.W. CORNER OF
 NE 1/4, NE 1/4, SE 1/4, SEC. 1, T5S, R11W
 PER TRACT 15814, MN 819/49-50

ESTABLISHED BY PROPORTION
 ACCEPTED AS S.W. CORNER OF
 NE 1/4, NE 1/4, SE 1/4, SEC. 1, T5S, R11W
 PER TRACT 15814, MN 819/49-50

ESTABLISHED BY PROPORTION
 ACCEPTED AS S.W. CORNER OF
 NE 1/4, NE 1/4, SE 1/4, SEC. 1, T5S, R11W
 PER TRACT 15814, MN 819/49-50

ESTABLISHED BY PROPORTION
 ACCEPTED AS S.W. CORNER OF
 NE 1/4, NE 1/4, SE 1/4, SEC. 1, T5S, R11W
 PER TRACT 15814, MN 819/49-50

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BOND AVENUE
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YOCKEY STREET
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MAGNOLIA STREET
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GARDEN GROVE
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**SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVIDER: BRANDYWINE HOMES
TRACT MAP NO. 17299**

THIS AGREEMENT is made this ____ day of _____ 2010, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and TRASK SIX GROUP, 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. 17299 ("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 **\$198,000.00**.

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-1243 , as described on the attached exhibit "A"	Faithful Performance	\$198,000.00
50% of total estimate for Off-Site Improvements, On-Site Grading, Drainage system, water and sewer improvements as shown on Grading Plan No. G-1243 , as described on the attached exhibit "B"	Labor & Material	\$99,000.00

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 Trask six group, 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"


City Clerk

By: James L. Barisic

Date: _____

Its: Executive Director

Date: _____

BY: 

James L. Barisic

Name

Chairman

Title

APPROVED AS TO FORM:


Garden Grove City Attorney

Date: 12-9-10

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.

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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

On December 16, 2010, before me, **D. Stocker, a Notary Public**, personally appeared **James Barisic**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

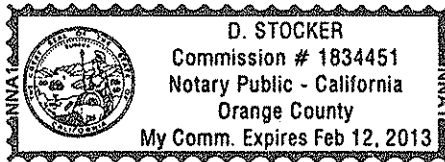
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



[SEAL]



Bond No. SB026000013
Premium: \$3,960.00

SUBDIVISION IMPROVEMENT BOND
FAITHFUL PERFORMANCE

NOTICE: TO WHOM IT MAY CONCERN: That we, _____
Trask Six Group, 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 **one hundred ninety eight thousand Dollars (\$198,000.00)**, 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 West Olive Ave., 5th Floor, Burbank, CA 91505
_____ telephone no. 818-333-5196; 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 Ste 600, Irvine, CA 92612
Telephone No.: 949-885-1206

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. **17299**.

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.

24th day of September, 2010

Executed this _____ day of, 2010.

Trask Six Group, LLC

By: Ullico Casualty Company
Surety

[Signature]
Principal

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

By: _____
California Resident Agent

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

STATE OF CALIFORNIA)

See Attached acknowledgment

COUNTY OF _____) ss.

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 _____ (City)

_____, and acknowledged that it executed the attached bond to the _____ (State)

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: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

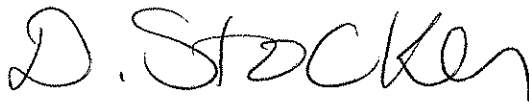
COUNTY OF ORANGE

On December 16, 2010, before me, **D. Stocker, a Notary Public**, personally appeared **James Barisic**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

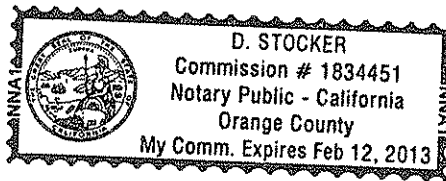
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



[SEAL]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On September 24, 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

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

SEP 24 2010

DATE OF DOCUMENT

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

ULLICO Casualty Company

SIGNER(S) OTHER THAN NAMED ABOVE.

**SUBDIVISION IMPROVEMENT BOND
LABOR AND MATERIAL**

NOTICE: TO WHOM IT MAY CONCERN: That we, _____
Trask Six Group, 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 **ninety eight thousand Dollars (\$98,000.00)**, 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 West Olive Ave., 5th Floor, Burbank, CA 91505
_____ telephone no. 818-333-5196 _____; 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, Ste 600, Irvine, CA 92612 _____
Telephone No.: _____ 949-885-1206 _____

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. 17229.

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.

Subdivision Improvement Bond
Labor and Material

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this 24th day of September, 2010.

By: Ullico Casualty Company Trask Six Group, LLC
Surety Principal

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

By: _____
California Resident Agent

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

STATE OF CALIFORNIA) ss. See Attached acknowledgment
COUNTY OF)

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 _____ (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: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

On December 16, 2010, before me, **D. Stocker, a Notary Public**, personally appeared **James Barisic**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

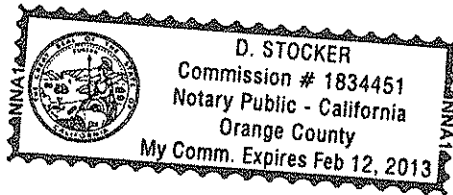
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

D. Stocker

[SEAL]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On September 24, 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 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

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

SEP 24 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 16th day of July, 2009.



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. O'BRIEN
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 24th day of September 2010.

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