



CONSIDERATION OF FINAL TRACT MAP NO. TR 17369 AND SUBDIVISION  
IMPROVEMENT AGREEMENT (NORTHWEST CORNER OF CENTURY BLVD. AND TAFT  
STREET)

January 11, 2011

Page 2

FINANCIAL IMPACT

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

RECOMMENDATION

It is recommended that the City Council:

- Approve Final Tract Map No. TR 17369 and Subdivision Improvement Agreement and the Subdivision Improvement Bonds.
- Authorize the City Manager to execute the Agreement.



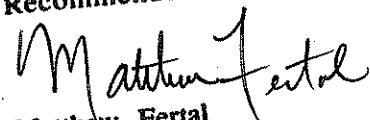
KEITH G. JONES  
Public Works Director



By: William E. Murray Jr.  
City Engineer

Attachment 1: Planning Commission Resolution No. 5715  
Attachment 2: Tract Map No. TR 17369  
Attachment 3: Subdivision Improvement Agreement  
Attachment 4: Subdivision Improvement Bonds

Recommended for Approval



Matthew Fertal  
City Manager

## RESOLUTION NO. 5715

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE ADOPTING A NEGATIVE DECLARATION AND APPROVING SITE PLAN NO. SP-457-10 AND TENTATIVE TRACT MAP NO. TT-17369.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on July 1, 2010, does hereby adopt a Negative Declaration and approves Site Plan No. SP-457-10 and Tentative Tract Map No. TT-17369, for land located on the northwest corner of Century Boulevard and Taft Street, at 13031, 13035, 13051, 13061, 13063, and 13081 Taft Street, 13082 Century Boulevard, 10671, 10681, and 10691 Walnut Street, Parcel Nos. 099-091-20, 21, 22, 23, 24, 25, 26, & 31; 099-092-01, 02, 04, 05, & 06.

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-457-10 and Tentative Tract Map No. TT-17369, 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 CCSP-CC43 (Community Center Specific Plan-Community Commercial District) to Planned Unit Development No. PUD-125-10 to allow the development of a 53 unit townhouse multi-family residential subdivision; a Site Plan to construct the 53 townhomes with associated site improvements that include parking, open space, and an urban trail; and a Tentative Tract Map to create the one-lot subdivision for the purpose of selling each townhome as a condominium. 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., and includes mitigation measures.

4. The property has a General Plan Land Use designation of Civic Institution and Residential/Commercial Mixed Use 1 and is currently zoned CCSP-CC43 (Community Center Specific Plan-Community Commercial District). The 3-acre site is currently vacant, but had been previously developed with ten single-family homes and a commercial building.
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 July 1, 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 July 1, 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 9.08.030.020 and 9.32.030, are as follows:

FACTS:

The minimum site requirement for a Planned Unit Development Residential zoning is three (3) acres. The proposed site area is three acres, which includes both the net developable site area and the area encumbered for the urban trail and alley way improvements.

The net developable area of the site is 2.67-acres in area and is currently vacant, but had been previously developed with ten single-family homes and a commercial building.

The site has a General Plan Land Use designation of Civic Institution and Residential/Commercial Mixed Use 1 and is currently zoned CCSP-CC43 (Community Center Specific Plan-Community Commercial District).

The Planned Unit Development would facilitate the development of the site with 53 townhomes with associated site improvements that include parking, open space, an urban trail, and alley improvements.

The application for Site Plan No. SP-457-10 and Tentative Tract Map No. TT-17369 is being processed in conjunction with Planned Unit Development No. PUD-125-10 and Development Agreement No. DA-181-10.

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 Civic Institution and Residential/Commercial Mixed Use 1 General Plan Land Use designation, the Specific Plan 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 53 townhome 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 one-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 53-unit townhouse one-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 53 unit townhouse one-lot residential 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 53-unit townhouse one-lot residential 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 9.32.030 (Site Plan) and 9.40.010 (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-457-10, and Tentative Tract Map No. TT-17369.
3. Approval of this Site Plan and Tentative Tract Map shall be contingent upon the approval of Planned Unit Development No. PUD-125-10.

ADOPTED this 1st day of July, 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 July 1, 2010, by the following votes:

AYES:	COMMISSIONERS:	BEARD, CABRAL, ELLSWORTH, PAK
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	BONIKOWSKI, BUI
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 July 22, 2010.



SHEET 1 OF 2 SHEETS  
ALL OF TENTATIVE TRACT NO. 17369  
TOTAL NUMBER OF LOTS : 1  
TOTAL AREA OF LOTS : 0.00 ACRES  
GROSS AREA : 0.00 ACRES  
DATE OF SURVEY : JANUARY 2010

# TRACT NO. 17369

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 16 TO 22, INCLUSIVE IN BLOCK A, AND LOTS 1 TO 5 INCLUSIVE IN BLOCK "B" BOTH COOK'S ADDITION AS PER MAP RECORDED IN BOOK 8, PAGE 9 AND LOT 42 OF TRACT 845 AS PER MAP RECORDED IN BOOK 25, PAGE 11, BOTH OF MISCELLANEOUS MAPS IN THE OFFICE OF THE ORANGE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF WALNUT STREET VACATED BY RESOLUTION NO. 8887-10 OF THE CITY OF GARDEN GROVE RECORDED AS INSTRUMENT NO. 2010-183239, OFFICIAL RECORDS OF SAID COUNTY

JANUARY 2010 WALTER F. LUNDIN L.S. 7707

DMS CONSULTANTS, INC.  
FOR CONDOMINIUM PURPOSES

ACCEPTED AND FILED AT THE  
REQUEST OF  
FIDELITY NATIONAL TITLE COMPANY  
DATE \_\_\_\_\_  
TIME \_\_\_\_\_ FEE \$ \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
TOM DALY  
COUNTY CLERK--RECORDER

BY: \_\_\_\_\_  
DEPUTY

### OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORDABLE 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 ALSO HEREBY DEEDICATE TO THE PUBLIC FOR STREET PURPOSES  
IN Y STREET AND THE ALLEY.  
WE ALSO HEREBY DEEDICATE TO THE CITY OF GARDEN GROVE  
1. A BANQUET EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES, ACROSS THE TRACT EXCLUDING AREAS BENEATH STRUCTURES.  
2. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.  
GARDEN GROVE AGENCY OF COMMUNITY DEVELOPMENT, AN AGENCY OF THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, HAS BEEN ADVISED OF THE PREPARATION OF THIS MAP AND HAS GIVEN ITS CONSENT FOR DEVELOPMENT, A PUBLIC BODY CORPORATE AND POLICE, ALSO KNOWN AS GARDEN GROVE AGENCY FOR COMMUNITY DEV.

### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010,  
PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE SAID INSTRUMENT AND WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE SAID INSTRUMENT WITH AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), ON THE ENTRY 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:  
\_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY, CALIFORNIA.  
(NAME PRINTED) \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

### 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

### CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }  
COUNTY OF ORANGE }  
I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY ENGINEER OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC SUBJECT TO IMPROVEMENTS; THE DEDICATION FOR STREET PURPOSES OF TAFT STREET AND ALLEY AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE.  
1. A BANQUET EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES, ACROSS THE TRACT EXCLUDING AREAS BENEATH STRUCTURES.  
AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE.  
2. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.  
AND DID APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (6) (3) (A) OF THE SUBDIVISION MAP ACT.  
IN WITNESS WHEREOF I HAVE HERETOFORE SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF GARDEN GROVE.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

### 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 AND APPROVED BY THE CITY ENGINEER OF THE CITY OF GARDEN GROVE, AND ALL REQUIREMENTS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

### 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 PART THEREOF FOR WHICH SPECIAL ASSESSMENTS OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AND 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.

CHRIS W. STREET  
COUNTY TREASURER-TAX COLLECTOR  
BY: \_\_\_\_\_  
DEPUTY TREASURER-TAX COLLECTOR

SURVEYOR'S STATEMENT  
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GARDEN GROVE AGENCY OF COMMUNITY DEVELOPMENT, AN AGENCY OF THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA. I HEREBY CERTIFY THAT THE CITY OF GARDEN GROVE AGENCY OF COMMUNITY DEVELOPMENT, AN AGENCY OF THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, HAS BEEN ADVISED OF THE PREPARATION OF THIS MAP AND HAS GIVEN ITS CONSENT FOR DEVELOPMENT, A PUBLIC BODY CORPORATE AND POLICE, ALSO KNOWN AS GARDEN GROVE AGENCY FOR COMMUNITY DEV. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

SIGNATURE OMISSION NOTES  
PURSUANT TO SECTION 66436(A)(6) OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED  
1. CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY AND RIGHTS INCIDENTAL THEREOF, RECORDED JULY 10, 1938 IN BOOK 478, PAGE 474-03.  
2. THE COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY AND RIGHTS INCIDENTAL THEREOF, RECORDED AUGUST 13, 1926 IN BOOK 611, PAGE 31 OF DEEDS.

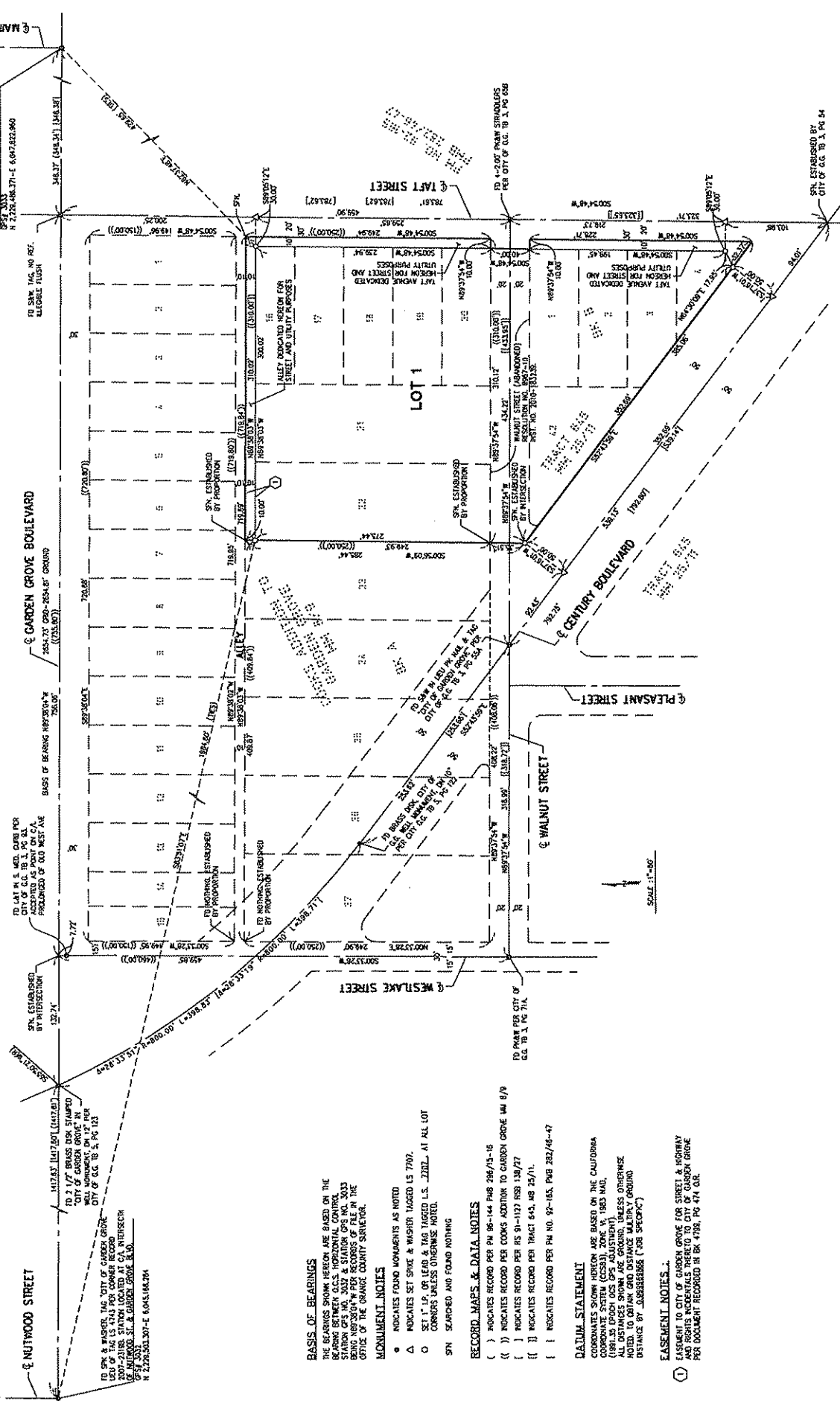


WALTER F. LUNDIN  
L.S. NO.: 7707  
EXPIRATION DATE: 12/31/10

# TRACT NO. 17369

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

SHEET 2 OF 2 SHEETS  
 ALL OF TENTATIVE TRACT NO. 17369  
 NUMBER OF LOTS : 1  
 TOTAL ACREAGE :  
 GROSS=2.846 ACRES-NET=2.665 ACRES  
 DATE OF SURVEY: JANUARY 2010  
 SCALE : 1"=60'



**BASIS OF BEARINGS**  
 THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN G.C.S. HORIZONTAL CONTROL STATION GCS 441, 2002 & STATION GCS 442, 2002 STATION GCS 441, 2002 & STATION GCS 442, 2002 FOR THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

**MONUMENT NOTES**

- INDICATES FOUND MONUMENTS AS NOTED
  - △ INDICATES SET SPINE & WISHER TAGGED IS 7707.
  - SET 1" IR OR LEAD & TAG TAGGED L.S. 7707. AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
  - SPN SCARDED AND FOUND NOTHING
- RECORD MAPS & DATA NOTES**
- ( ) INDICATES RECORD PER PH 86-144 PHB 286/13-16
  - ( ( ) INDICATES RECORD PER COOKS ADDITION TO GARDEN GROVE MM 0/9
  - ( [ ] INDICATES RECORD PER RS 91-1127 RSB 138/27
  - ( [ ] INDICATES RECORD PER TRACT 644, MS 25/11.
  - ( [ ] INDICATES RECORD PER PH NO. 92-165, PHB 282/46-47

**DATUM STATEMENT**

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA STATE PLANE (NAD 83) ZONE 10S, 1983 M.D. (1983.03 EPOCH GCS GCS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND DISTANCE BY 0.999876 (FOR SPECIFIC).

**EASEMENT NOTES.**

- ① EASEMENT TO CITY OF GARDEN GROVE FOR STREET & HIGHWAY RIGHT-OF-WAY PER CITY OF GARDEN GROVE PER DOCUMENT RECORDED IN BK. 4788, PG. 474 OR.

Attach # 3

Draft

**SUBDIVISION IMPROVEMENT AGREEMENT  
SUBDIVIDER: BRANDYWINE HOMES  
TRACT MAP NO. 17369**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2011, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and **CENTURY VILLAGE 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. **17369** ("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 **\$944,200.00**.
  
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. <b>G-1247</b> , as described on the attached <b>exhibit "A"</b>	Faithful Performance	\$944,200.00
<i>50% of total estimate</i> for Off-Site Improvements, On-Site Grading, Drainage system, water and sewer improvements as shown on Grading Plan No. <b>G-1247</b> , as described on the attached <b>exhibit "A"</b>	Labor & Material	\$472,100.00

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 **CENTURY VILLAGE 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: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
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: 12/20/10

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.

*Attach A*

**SUBDIVISION IMPROVEMENT BOND  
LABOR AND MATERIAL**

NOTICE: TO WHOM IT MAY CONCERN: That we, \_\_\_\_\_  
\_\_\_\_\_  
as Principal, and \_\_\_\_\_  
\_\_\_\_\_

As Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of **four hundred seventy two thousand, one hundred Dollars (\$472,100.00)**, 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 \_\_\_\_\_  
\_\_\_\_\_ telephone no. \_\_\_\_\_; 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.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

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 \_\_\_\_\_, 2011, 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. 17369**.

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.



1/1

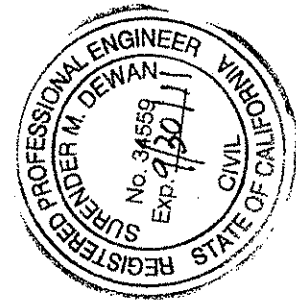
Exhibit "A"

November 9, 2010

Engineer's Probable Cost Estimate  
 Tract 17369 - Garden Grove  
 Century Triangle

GRADING IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Earthwork	18,730	CY	\$ 5.95	\$ 111,420.00
2	Import	430	CY	\$ 6.00	\$ 2,580.00
3	Construct 4" AC over AB	24,214	SF	\$ 2.30	\$ 55,692.20
4	Construct 4" AC over native	1,368	SF	\$ 2.00	\$ 2,736.00
5	Construct full depth AC	375	LF	\$ 24.46	\$ 9,171.80
6	Construct rolled curb and gutter	952	LF	\$ 10.00	\$ 9,520.00
7	Construct curb & gutter (Type D-6) per city std. B-113	533	LF	\$ 11.60	\$ 6,182.80
8	Construct conc. curb (Type A-6) per city std. B-112	505	LF	\$ 11.60	\$ 5,858.00
9	Construct curb & gutter (Type C-8) per city std. B-113	316	LF	\$ 11.60	\$ 3,665.60
10	Construct 5" curb transition from rolled curb to 6" Curb and Gutter	55	LF	\$ 10.00	\$ 550.00
11	Construct 4" thick PCC sidewalk per city std. B-105	2,115	SF	\$ 2.40	\$ 5,076.00
12	Construct 4" thick PCC walkway	10,186	SF	\$ 2.40	\$ 24,444.00
13	Construct 6" thick PCC apron	3,012	SF	\$ 2.80	\$ 8,433.60
14	Construct 3" wide alley gutter	370	LF	\$ 5.00	\$ 1,850.00
15	Construct 6" thick stamped concrete pavement	1,874	SF	\$ 10.87	\$ 20,400.00
16	Construct cross gutter per city std. B-119	640	SF	\$ 8.00	\$ 5,120.00
17	Construct grating catch basin (1 grate) per APWA std. 304-3	15	EA	\$ 5,900.00	\$ 88,435.00
18	Construct 4" dia. (SDR35) drain pipe	300	LF	\$ 8.00	\$ 2,400.00
19	Construct 6" dia. (SDR35) drain pipe	860	LF	\$ 9.50	\$ 8,170.00
20	Construct 12" dia. (SDR35) drain pipe	462	LF	\$ 35.00	\$ 16,170.00
21	Construct 18" dia. RCP, 15000	336	LF	\$ 50.00	\$ 16,800.00
22	Construct drain inlet item 16	45	EA	\$ 125.00	\$ 5,625.00
23	Construct trash and debris guard	1	EA	\$ 8,000.00	\$ 8,000.00
24	Construct Parkway culvert	1	EA	\$ 8,000.00	\$ 8,000.00
				Subtotal	\$ 431,900
				Total Engineer's Estimate	\$ 431,900

Surender Dewan, P.E.  
 34559 Expires: 09/30/11



7/12

Exhibit "A"

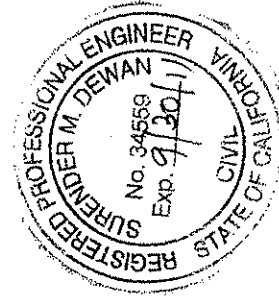
November 8, 2010

Engineer's Probable Cost Estimate  
 Tract 17369 - Garden Grove  
 Taft street and Alley Improvements (Developer)  
 Century Triangle

GRADING IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Earthwork	0	CY	\$	\$
2	Import	0	CY	\$	\$
3	Construct 3"AC over 4"AB	4,950	SF	\$ 3.13	\$ 15,490
4	Construct 5"AC over 10"AB	13,896	SF	\$ 3.75	\$ 52,110
5	Construct curb & gutter (Type C-8) per city std. B-113	538	LF	\$ 11.00	\$ 5,918
6	Construct 4" thick PCC sidewalk per city std. B-105	3,660	SF	\$ 4.85	\$ 17,751
7	Construct Alley apron per city std. B-118	319	SF	\$ 6.45	\$ 2,068
8	Construct Alley gutter per city std. B-118	250	LF	\$ 5.75	\$ 1,374
9	Construct curb ramp per calltrans std A88A	1	EA	\$ 3,200.00	\$ 3,200
10	Construct Catch basin per city std. B-201	1	EA	\$ 6,150.00	\$ 6,150
11	Construct local depression per city std. B205-A	1	EA	\$ 700.00	\$ 700
12	Adjust to grade existing Catch basin	1	EA	\$ 3,500.00	\$ 3,500
13	Construct pipe connection to existing storm drain	1	EA	\$ 1,500.00	\$ 1,500
14	Construct 30" dia. RCP, 1500D	15	LF	\$ 140.00	\$ 2,100
15	Construct 18" dia. RCP, 1500D	25	LF	\$ 105.00	\$ 2,625
16	Remove existing catch basin	1	EA	\$ 2,500.00	\$ 2,500
17	Construct curb opening Catch basin per city std. B-201	1	EA	\$ 7,500.00	\$ 7,500
18	Construct Storm drain Manhole per city std. B-206	1	EA	\$ 9,000.00	\$ 9,000
19	Plug existing SD pipe	1	EA	\$ 2,825.00	\$ 2,825
				Subtotal	\$ 136,300
				Total Engineer's Estimate	\$ 136,300



Surender Dewan, P.E.  
 34559 Expires: 09/30/11



3/4

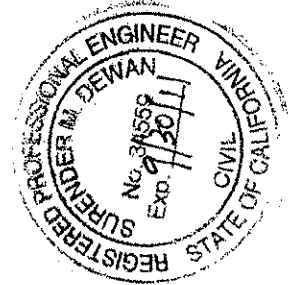
Exhibit "A"

November 9, 2010

Engineer's Probable Cost Estimate  
 Tract 17369 - Garden Grove  
 Century Triangle

WATER IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Install 8" PVC AWWA C-900 Class 200 Water Main with 36" cover from finished surface and 24" cover at the time of installation	1,105	LF	\$ 60.00	\$ 66,300
2	Construct 8"x8" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 7,000.00	\$ 7,000
3	Construct 6"x6" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 7,000.00	\$ 7,000
4	Construct 12"x8" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 7,000.00	\$ 7,000
5	Install 1" Water Meter and Service	53	EA	\$ 1,500.00	\$ 79,500
6	Install 1" Temp. Tap for Chlorination purposes	1	EA	\$ 2,790.00	\$ 2,790
7	Install Wet Barrel Fire Hydrant Assembly	3	EA	\$ 9,500.00	\$ 28,500
8	Install 1-1/2" Water Meter and 2" Service with reduced pressure device for Irrigation	1	EA	\$ 9,500.00	\$ 9,500
9	Install 8"x8"x8" Tee	3	EA	\$ 350.00	\$ 1,050
10	Install 8" resilient wedge gate valve	10	EA	\$ 1,700.00	\$ 17,000
11	Install 8" 90 deg. Elbow	1	EA	\$ 520.00	\$ 520
12	Install 8"x8" 22.50 deg. Elbow	6	EA	\$ 520.00	\$ 3,120
13	Install 8"x6" reducer	1	EA	\$ 520.00	\$ 520
14	Install conc. Anchor block	10	EA	\$ 2,400.00	\$ 24,000
15	Cut and Plug exist. 2" water main	1	EA	\$ 2,400.00	\$ 2,400
16	Cut and Plug exist. Water service	2	EA	\$ 2,400.00	\$ 4,800
				<b>Subtotal</b>	<b>\$ 261,000</b>
				<b>Total Engineer's Estimate</b>	<b>\$ 261,000</b>

Surender Dewan, P.E.  
 34559 Expires: 09/30/11



4/4

Exhibit "A"

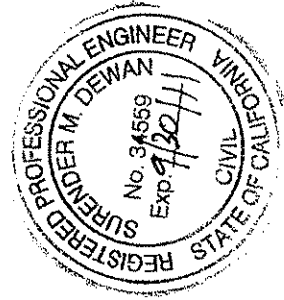
November 9, 2010

Engineer's Probable Cost Estimate  
 Tract 17369 - Garden Grove  
 Century Triangle

SEWER IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Construct Sewer Manhole	10	EA	\$ 4,000.00	\$ 40,000
2	Construct 4" PVC (SDR35) Sewer Lateral	686	LF	\$ 20.00	\$ 13,720
3	Construct 8" Dia. PVC SDR 35 Sewer pipe with pipe bedding	98	LF	\$ 30.00	\$ 2,940
4	Construct 6" Dia. PVC SDR 35 Sewer pipe with pipe bedding	1,120	LF	\$ 27.00	\$ 30,240
5	Construct Sewer Cleanout	56	EA	\$ 330.00	\$ 18,480
6	Cut and Plug existing sewer	2	LF	\$ 2,750.00	\$ 5,500
7	Abandon existing sewer	1	EA	\$ 4,120.00	\$ 4,120
				Subtotal	\$ 115,000
				Total Engineer's Estimate	\$ 115,000

*[Handwritten Signature]*

Surender Dewan, P.E.  
 34559 Expires: 09/30/11



# 431,900  
 136,300  
 261,000  
 115,000  
 # 944,200



Bond No. \_\_\_\_\_

**SUBDIVISION IMPROVEMENT BOND**

**FAITHFUL PERFORMANCE**

NOTICE: TO WHOM IT MAY CONCERN: That we, \_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_

\_\_\_\_\_

as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of **nine hundred forty four thousand, two hundred Dollars (\$944,200.00)**, 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 \_\_\_\_\_  
\_\_\_\_\_ telephone no. \_\_\_\_\_; 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.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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, 2011, 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. **17369**.

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.



1/1

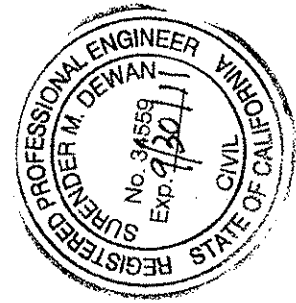
Exhibit "A"

November 9, 2010

Engineer's Probable Cost Estimate  
 Tract 17369 - Garden Grove  
 Century Triangle

GRADING IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Earthwork	18,730	CY	\$ 5.95	\$ 117,420.00
2	Import	430	CY	\$ 6.00	\$ 2,580.00
3	Construct 4" AC over AB	24,214	SF	\$ 2.30	\$ 55,692.20
4	Construct 4" AC over native	1,368	SF	\$ 2.00	\$ 2,736.00
5	Construct full depth AC	375	LF	\$ 24.46	\$ 9,171.80
6	Construct rolled curb and gutter	952	LF	\$ 10.00	\$ 9,520.00
7	Construct curb & gutter (Type D-6) per city std. B-113	533	LF	\$ 11.60	\$ 6,182.80
8	Construct conc. curb (Type A-6) per city std. B-112	505	LF	\$ 11.60	\$ 5,858.00
9	Construct curb & gutter (Type C-8) per city std. B-113	316	LF	\$ 11.60	\$ 3,665.60
10	Construct 5" curb transition from rolled curb to 6" Curb and Gutter	55	LF	\$ 10.00	\$ 550.00
11	Construct 4" thick PCC sidewalk per city std. B-105	2,115	SF	\$ 2.40	\$ 5,076.00
12	Construct 4" thick PCC walkway	10,186	SF	\$ 2.40	\$ 24,444.00
13	Construct 6" thick PCC apron	3,012	SF	\$ 2.80	\$ 8,433.60
14	Construct 3" wide alley gutter	370	LF	\$ 5.00	\$ 1,850.00
15	Construct 6" thick stamped concrete pavement	1,874	SF	\$ 10.87	\$ 20,000.00
16	Construct cross gutter per city std. B-119	640	SF	\$ 8.00	\$ 5,120.00
17	Construct grating catch basin (1 grate) per APWA std. 304-3	15	EA	\$ 5,900.00	\$ 88,435.00
18	Construct 4" dia. (SDR35) drain pipe	308	LF	\$ 8.00	\$ 2,400.00
19	Construct 6" dia. (SDR35) drain pipe	860	LF	\$ 9.50	\$ 8,170.00
20	Construct 12" dia. (SDR35) drain pipe	462	LF	\$ 35.00	\$ 16,170.00
21	Construct 18" dia. RCP, 1500D	336	LF	\$ 50.00	\$ 16,800.00
22	Construct drain inlet item 18	46	EA	\$ 125.00	\$ 5,825.00
23	Construct trash and debris guard	1	EA	\$ 8,000.00	\$ 8,000.00
24	Construct Parkway culvert	1	EA	\$ 8,000.00	\$ 8,000.00
				Subtotal	\$ 431,900
				Total Engineer's Estimate	\$ 431,900

Surender Dewani, P.E.  
 34559 Expires: 09/30/11



7/12

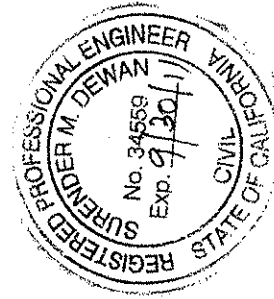
Exhibit "A"

November 9, 2010

Engineer's Probable Cost Estimate  
 Tract 17368 - Garden Grove  
 Left street and Alley Improvements (Developer)  
 Century Triangle

GRADING IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Earthwork	0	CV	\$	\$
2	Import	0	CV	\$	\$
3	Construct 3"AC over 4"AB	4,950	SF	\$ 3.13	\$ 15,490
4	Construct 5"AC over 10"AB	13,896	SF	\$ 3.75	\$ 52,110
5	Construct curb & gutter (Type C-8) per city std. B-113	538	LF	\$ 11.00	\$ 5,918
6	Construct 4" thick PCC sidewalk per city std. B-105	3,660	SF	\$ 4.85	\$ 17,751
7	Construct Alley apron per city std. B-118	319	SF	\$ 6.45	\$ 2,058
8	Construct Alley gutter per city std. B-118	250	LF	\$ 5.75	\$ 1,374
9	Construct curb ramp per caltrans std A86A	1	EA	\$ 3,200.00	\$ 3,200
10	Construct Catch basin per city std. B-201	1	EA	\$ 6,150.00	\$ 6,150
11	Construct local depression per city std. B205-A	1	EA	\$ 700.00	\$ 700
12	Adjust to grade existing Catch basin	1	EA	\$ 3,500.00	\$ 3,500
13	Construct pipe connection to existing storm drain	1	EA	\$ 1,500.00	\$ 1,500
14	Construct 30" dia. RCP, 15000	15	LF	\$ 140.00	\$ 2,100
15	Construct 18" dia. RCP, 15000	25	LF	\$ 105.00	\$ 2,625
16	Remove existing catch basin	1	EA	\$ 2,500.00	\$ 2,500
17	Construct curb opening Catch basin per city std. B-201	1	EA	\$ 7,500.00	\$ 7,500
18	Construct Storm drain Manhole per city std. B-206	1	EA	\$ 9,000.00	\$ 9,000
19	Plug existing SD pipe	1	EA	\$ 2,825.00	\$ 2,825
				Subtotal	\$ 136,300
				Total Engineer's Estimate	\$ 136,300

Surender Dewan, P.E.  
 34559 Expires: 09/30/11



3/4

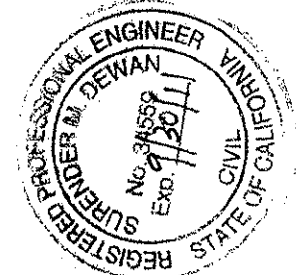
Exhibit "A"

November 9, 2010

Engineer's Probable Cost Estimate  
 Tract 17369 - Garden Grove  
 Century Triangle

WATER IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Install 8" PVC AWWA C-900 Class 200 Water Main with 36" cover from Finished surface and 24" cover at the time of installation	1,105	LF	\$ 80.00	\$ 88,400
2	Construct 8"x8" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 7,000.00	\$ 7,000
3	Construct 6"x6" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 7,000.00	\$ 7,000
4	Construct 12"x8" DI Tapping Sleeve and Tapping Valve	1	EA	\$ 7,000.00	\$ 7,000
5	Install 1" Water Meter and Service	53	EA	\$ 1,500.00	\$ 79,500
6	Install 1" Temp. Tap for Chlorination purposes	1	EA	\$ 2,790.00	\$ 2,790
7	Install Wet Barrel Fire Hydrant Assembly	3	EA	\$ 9,500.00	\$ 28,500
8	Install 1-1/2" Water Meter and 2" Service with reduced pressure device for Irrigation	1	EA	\$ 9,500.00	\$ 9,500
9	Install 8"x8"x8" tee	3	EA	\$ 350.00	\$ 1,050
10	Install 8" resilient wedge gate valve	10	EA	\$ 1,700.00	\$ 17,000
11	Install 8" 90 deg. Elbow	1	EA	\$ 520.00	\$ 520
12	Install 8"x8" 22.50 deg. Elbow	6	EA	\$ 520.00	\$ 3,120
13	Install 8"x6" reducer	1	EA	\$ 520.00	\$ 520
14	Install conc. Anchor block	10	EA	\$ 2,400.00	\$ 24,000
15	Cut and Plug exist. 2" water main	1	EA	\$ 2,400.00	\$ 2,400
16	Cut and Plug exist. Water service	2	EA	\$ 2,400.00	\$ 4,800
Subtotal					\$ 261,000
Total Engineer's Estimate					\$ 261,000

Surrender Dewan, P.E.  
 34558 Expires: 09/30/11



4/4

Exhibit "A"

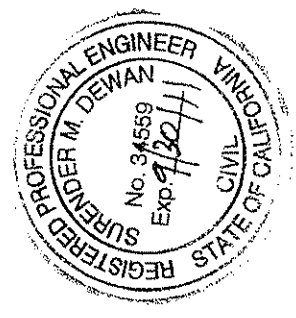
November 9, 2010

Engineer's Probable Cost Estimate  
 Tract 17369 - Garden Grove  
 Century Triangle

SEWER IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	Construct Sewer Manhole	10	EA	\$ 4,000.00	\$ 40,000
2	Construct 4" PVC (SDR35) Sewer Lateral	685	LF	\$ 20.00	\$ 13,720
3	Construct 8" Dia. PVC SDR 35 Sewer pipe with pipe bedding	98	LF	\$ 30.00	\$ 2,940
4	Construct 6" Dia. PVC SDR 35 Sewer pipe with pipe bedding	1,120	LF	\$ 27.00	\$ 30,240
5	Construct Sewer Cleanout	56	EA	\$ 330.00	\$ 18,480
6	Cut and Plug existing sewer	2	LF	\$ 2,750.00	\$ 5,500
7	Abandon existing sewer	1	EA	\$ 4,120.00	\$ 4,120
				Subtotal	\$ 115,000
				Total Engineer's Estimate	\$ 115,000



Surender Dewan, P.E.  
 34559 Expires: 09/30/11



#431,900  
 136,300  
 261,000  
 115,000  
 #944,200