

COOPERATION AGREEMENT BETWEEN THE CITY AND AGENCY

March 8, 2011

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The Agency has incurred an \$8,631,663 million of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefore by the City; including a loan for \$4,646,209 in 1984, a loan for \$1,930,972 in 2004, a loan for \$846,553 in 2005 and a loan for \$1,207,949 in 2007.

The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount". See Agreement's repayment schedule.

The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency agrees to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement. Furthermore, Agency repayment of the loan may be made through available Agency funds and/or transfer of Agency assets, including land held for re-sale.

FINANCIAL IMPACT

The City will receive the amount of Twenty One Million Four Hundred Seventy Four Thousand, Seven Hundred and Ninety Five Dollars (\$21,474,795) (the "Base Amount") based upon agreements entered into prior to the date of Agreement. Interest accrues on the Base Amount in the amount of 6.5 percent.

In addition, the City will receive repayment of \$8.6 million of City loans to the Agency.

The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount".

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Cooperation Agreement between the City and Agency; and
- Adopt a Resolution of the City Council authorizing and approving a Cooperation Agreement between the Agency and the City and making certain determinations and approvals in connection therewith.
- The Authorized Officers, on behalf of the City, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

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- Approve the attached Cooperation Agreement between the City and Agency; and
- Adopt a Resolution of the Agency authorizing and approving a Cooperation Agreement between the Agency and the City and making certain determinations and approvals in connection therewith.
- The Authorized Officers, on behalf of the Agency, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.



By: GREG BLODGETT
Senior Project Manager

Attachment 1: Resolution/Cooperation Agreement

mm(h:Staff/GBI/Cooperation Agr sr 030811.doc)

Recommended for Approval



Matthew Fertal
Director

RESOLUTION NO. _____

A RESOLUTION OF THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF GARDEN GROVE AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Garden Grove Agency for Community Development (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Community Redevelopment Project" has been adopted and approved by ordinance of the City of Garden Grove (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City through the use of proceeds of the City's Certificates of Participation, Series A of 2002 (2002 Capital Project), substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the Agency has incurred an \$8,631,663 of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefore by the City; including a loan for \$4,646,209 in 1984, a loan for \$1,930,972 in 2004 a loan for \$846,533 in 2005 and a loan for \$1,207,949 in 2007. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owned by Agency to City provided that Agency agrees to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement. Furthermore, Agency repayment of the loan may be made through available Agency funds and/or transfer of Agency assets, including land held for resale;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing

repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the Chair, the Executive Director and the Finance Director of the Agency or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the Agency.

3. The Authorized Officers, on behalf of the Agency, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

Chair

Attest:

Agency Secretary

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF GARDEN GROVE)

I, _____, Secretary of the Garden Grove Agency for Community Development, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Garden Grove Agency for Community Development at its regular meeting held on the 8th day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

Agency Secretary

ATTACHMENT NO. 1
COOPERATION AGREEMENT

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (the "Agreement") is entered into as of March 8, 2011 (the "Date of Agreement"), by and between the CITY OF GARDEN GROVE (herein the "City") and the GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT (herein the "Agency").

RECITALS

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council of the City of Garden Grove, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Garden Grove Redevelopment Project as heretofore merged and amended (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City, including the undertaking of the Agency to pay all annual scheduled debt service with respect to the City's Certificates of Participation, Series A of 2002 (2002 Financing Project) (the "2002 Certificates"), \$8.6 Million in City loans to Agency the proceeds of which were advanced to or expended for the Agency for certain capital projects.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. Under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

F. The Agency has incurred a significant amount of indebtedness to the City prior to the Date of Agreement, including the undertaking to pay all scheduled debt service with respect to the 2002 Certificates; \$8.6 Million in City loans to Agency

G. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties (which properties are described in Exhibit "A" hereto, the "List of Properties"; each such property is referred to as a "Listed Property") acquired with the proceeds of the 2002 Certificates and the \$8.6 Million in City loans to the Agency by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City. In consideration of the provision of such security, the City is amenable to the scheduling of repayments according to a repayment schedule, which is set forth as Exhibit "B" hereto (the "Repayment Schedule") corresponding to scheduled annual debt service with respect to the Certificates;

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement, including without limitation with respect to the 2002 Certificates; and \$8.6 Million in City loans to Agency

(2) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(3) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(4) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

AGREEMENTS

1. As of the Date of Agreement, the Agency is indebted to the City in the amount of;

A. Twenty One Million Four Hundred Seventy Four Thousand, seven Hundred and Ninety Five Dollars (\$21,474,795) the "Base Amount" based upon agreements entered into prior to the Date of Agreement. The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Total Accrued Amount".

B. The Agency has incurred an \$8,631,663 million of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefore by the City; including a loan for \$4,646,209 in 1984, a loan for \$1,930,972 in 2004, a loan for \$846,553 in 2005 and a loan for \$1,20949 in 2007.

The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency agrees to the scheduling of repayments according to a repayment schedule as set forth in the Cooperative Agreement. Furthermore, Agency repayment of the loan may be made through available Agency funds and/or transfer of Agency assets, including land held for re-sale.

2. Agency agrees to repay the Total Accrued Amount to City in accordance with the Schedule of Payments.

3. Agency agrees to record a deed of trust or deeds of trust, substantially in the form of Exhibit "C" hereto (the "Deed of Trust") as to each of the Listed Properties among the official land records of the County Recorder of the County of Orange. City will, if necessary to effect recording of the Deed of Trust (or deeds of trust) execute a deed acceptance to be recorded with the Deed of Trust agreeing to accept the interest afforded City as a creditor thereunder.

4. City agrees to forbear from insisting upon the immediate repayment of the entire Base Amount and Accruing Interest in consideration of the promises and performance by Agency as described in Sections 3 and 5 hereof.

5. The Agency agrees to pay the City, with interest, an amount equal to the Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from funds allocated to the Agency pursuant to Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section

33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject and subordinate to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Payment shall be made in accordance with the Repayment Schedule.

6. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

7. If this agreement is for any reason invalid the parties will be returned to their prior position.

8. The City agrees to release and reconvey from the deed(s) of trust property in the event such deed of trust is determined to violate material agreements of the Agency.

9. The Agency agrees to and shall take all action and shall refrain from taking any action with respect to the property acquired with the proceeds of the 2002 Certificates, as required in each case to preserve the tax exempt status of interest payable with respect to the 2002 Certificates for federal tax purposes.

10. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

City Clerk

GARDEN GROVE AGENCY FOR COMMUNITY
DEVELOPMENT

By: _____
Director

Agency Secretary

EXHIBIT "A"

LIST OF PROPERTIES

Site C

Property Owner	Address	APN
Agency	12252 Harbor Blvd	231-521-01
Agency	-	231-521-02
Agency	-	231-521-03
Agency	12272 Harbor Blvd	231-521-04
Agency	12292 Harbor Blvd	231-521-05
Agency	12222 Harbor Blvd	231-491-20

Site 2B

Property Owner	Address	APN
Agency	12321 Harbor Blvd	231-471-11
Agency	12271 Harbor Blvd	231-471-08
Agency	12261 Harbor Blvd	231-471-07
Agency	12241 Harbor Blvd	231-471-06
Agency	12322 Thackery Ave	231-471-12
Agency	12282 Thackery Ave	231-471-15
Agency	12262 Thackery Ave	231-471-16
Agency	12252 Thackery Ave	231-471-17
Agency	12246 Thackery Ave	231-471-18

EXHIBIT "B"
REPAYMENT SCHEDULE

EXHIBIT "C"

WHEN RECORDED MAIL TO:

City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92842
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN:

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

This **DEED OF TRUST** is made as of March 8, 2011 between the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic herein called TRUSTOR or AGENCY, whose address is 11222 Acacia Parkway, Garden Grove, California 92842, **STEWART TITLE OF CALIFORNIA**, herein called TRUSTEE, and the **CITY OF GARDEN GROVE**, a charter city herein called BENEFICIARY or CITY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Garden Grove, County of Orange, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Amended and Restated Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	1964	149774			
						Series 5					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

**GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT**, a public body,
corporate and politic

By: _____
Executive Director

Attest:

Agency Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

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

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

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
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Title(s)

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- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

[to come]

APN:

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Garden Grove Agency for Community Development, a public body, corporate and politic, to the City of Garden Grove, as to the following property:

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

[to come]

APN:

is hereby accepted by the Executive Director of the Garden Grove Agency for Community Development on behalf of the Agency Board pursuant to authority conferred by action of the Agency Board on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF GARDEN GROVE

City Manager

ATTEST:

City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY AND THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Garden Grove Agency for Community Development (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Community Redevelopment Project" has been adopted and approved by ordinance of the City of Garden Grove (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City through the use of proceeds of the City's Certificates of Participation, Series A of 2002 (2002 Capital Project), substantially all of which would be immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the Agency has incurred an \$8,631,663 of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefore by the City; including a loan for \$4,646,209 in 1984, a loan for \$1,930,972 in 2004 a loan for \$846,533 in 2005 and a loan for \$1,207,949 in 2007. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owned by Agency to City provided that Agency agrees to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement. Furthermore, Agency repayment of the loan may be made through available Agency funds and/or transfer of Agency assets, including land held for resale;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing

repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE RESOLVES:

1. The foregoing recitals are true and correct.

2. The City Council hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the City.

3. The Authorized Officers, on behalf of the City, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

Mayor

Attest:

City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF GARDEN GROVE)

I, _____, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution No. 2011-____ was duly and regularly adopted by vote of the City Council of the City of Garden Grove at its regular meeting held on the 8th day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

City Clerk