

Garden Grove Sanitary District

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal
From: William E. Murray
Dept: General Manager
Dept: Public Works
Subject: ACQUISITION OF SEWER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT OVER REAL PROPERTY AT 13061 LAMPSON AVENUE, GARDEN GROVE
Date: October 25, 2011

OBJECTIVE

It is recommended that the Board of Directors approve the acquisition of a sewer line easement and a temporary construction easement for the installation of a sewer line on real property located at 13061 Lampson Avenue ("Subject Property"), owned by F&F/WC City Villa Associates, LLC ("Owners").

BACKGROUND

A sewer capacity deficiency exists within the sewer line in the vicinity of the Anzio Street/Twintree Circle intersection. In order to increase capacity, a new line is being proposed from the Anzio Street/Twintree Circle intersection south through the Subject Property to Lampson Avenue (Attachment 1). A multi-family apartment complex is situated on the Subject Property. The proposed sewer line will run beneath a common area driveway. The proposed sewer line easement consists of 6,140 square feet, with the temporary construction easement consisting of 18,420 square feet.

DISCUSSION

Staff has negotiated an agreement with the Owners to acquire the sewer line easement and temporary construction easement for \$175,200. The temporary construction easement will be provided to the District until construction is complete. Upon construction completion, the temporary construction easement will be quitclaimed.

FINANCIAL IMPACT

This project will be financed with sewer funds. No General Fund monies will be used for this project.

RECOMMENDATION

Staff recommends that the Garden Grove Sanitary District Board of Directors:

- Approve the acquisition of the easements and temporary construction easement;
- Authorize the General Manager to execute (1) the Right-of-Way Acquisition Agreement and make minor modifications, as needed; and (2) any other documents necessary to facilitate the easement arrangements, on behalf of the District;
- Authorize the Secretary to accept the Easement Deed and Temporary Construction Easement Deed on behalf of the District;
- Approve the execution by the General Manager and delivery of the Quitclaim Deeds for relinquishing the temporary construction easement upon completion of construction;
- Authorize the Finance Officer to draw a Warrant in the amount of \$175,200 for purchase of the easement and temporary construction easement.


William E. Murray
Public Works Director

By: Carlos Marquez
Sr. Real Property Agent

Attachment 1 - Sewer Line Map

Attachment 2 - Right of Way Agreement for Acquisition of Real Property and Escrow
Instructions

Attachment 3 - Easement Deed

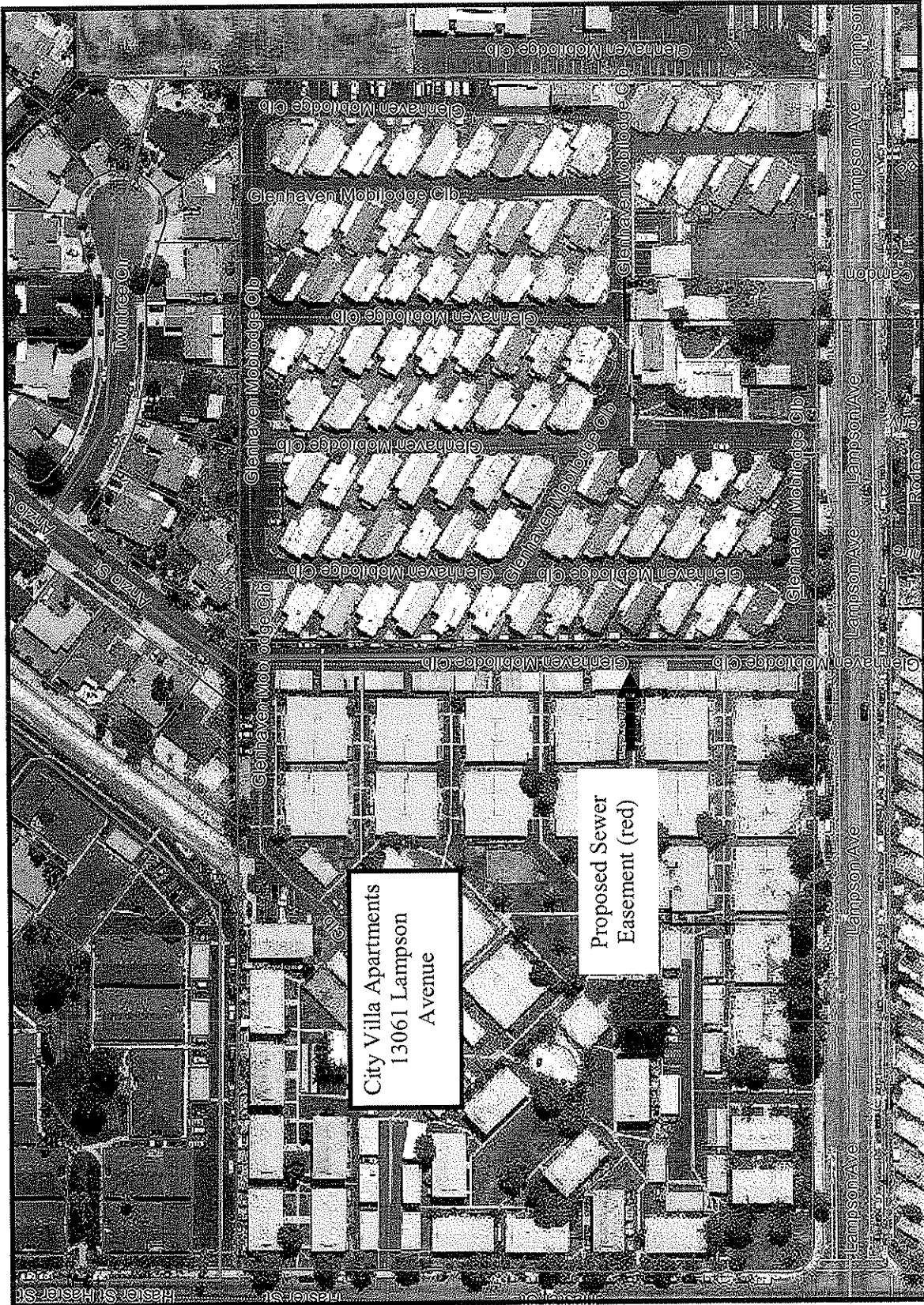
Attachment 4 - Temporary Construction Deed

Attachment 5 - Quitclaim Deed

Recommended for Approval


Matthew Fertal
General Manager

Site Map for Sewer Easement at
13061 Lampson Avenue



PARCEL NO: 1
 PROJECT: Haster/Lampson Sanitary Sewer Project
 PROJECT NO: 631-7816

**RIGHT-OF-WAY AGREEMENT FOR ACQUISITION OF REAL PROPERTY
 AND ESCROW INSTRUCTIONS**

THIS RIGHT-OF-WAY AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS ("Agreement") is entered into this _____ day of, _____ 2011, by and between the **GARDEN GROVE SANITARY DISTRICT**, a public entity ("District"), and the undersigned owners, **F&F/WC CITY VILLAS ASSOCIATES, LLC**, a Delaware limited liability company, the ("Seller"), for acquisition by District of certain real property described below.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Agreement to Sell and Purchase.** Seller agrees to sell to District, and District agrees to purchase from Seller an **EASEMENT FOR SANITARY SEWER PURPOSES, specifically, a sanitary sewer facility and appurtenant structures**, upon the terms and for the consideration set forth in this Agreement, that certain real property ("Property") situated in the City of Garden Grove, County of Orange, State of California, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.
2. **Purchase Price.** The total purchase price, payable in cash through escrow, shall be the sum of **one hundred seventy five thousand two hundred dollars (\$175,200)** (the "Purchase Price"). This amount includes \$167,525 for the purchase of the easement as set forth in Exhibit "B" attached hereto and incorporated herein by reference, and \$7,675 for the execution of a temporary construction easement ("TCE") as set forth in Exhibit "C" attached hereto and incorporated herein by reference, and pursuant to Section 9 of this Agreement.

2.1 **Right of Possession.** Seller and District agree and confirm that notwithstanding other provisions in this Agreement, the right of possession and use of the Property by District, including the right to remove and dispose of improvements shall commence within one year from the execution of this Agreement by District or the close of escrow controlling this transaction, whichever occurs first, and that the amount of compensation shown in Paragraph 2 of this Agreement includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

2.2 **District Agrees to and Shall:**

- 2.2.1 Construct a sanitary sewer facility within the proposed easement area;
- 2.2.2 Repave, slurry seal, re-stripe and replace all areas affected by the construction, including parking spaces, if any, that were rendered unavailable during the construction period;
- 2.2.3 Complete construction within sixty (60) days of the commencement of construction. District shall provide written notification to Seller of the actual construction commencement date at least two (2) weeks in advance of commencement;

- 2.2.4 District shall execute and record a quitclaim deed as set forth in Exhibit "D" attached hereto and incorporated herein by reference, forever surrendering all rights granted to the District in the TCE by Seller.
- 2.3 Seller Agrees to and Shall:
- 2.3.1 Grant to District an Easement Deed;
- 2.3.2 Grant to District a fully executed 60-day TCE, taking effect two weeks after receipt of the District's written notification of commencement of construction per Section 2.2.2.
3. **Conveyance of Title.** Seller agrees to convey by Easement Deed to District an easement for sewer improvement purposes over the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:
- 3.1 Taxes for the tax year in which escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
- 3.2 Covenants, conditions, restrictions and reservations of record, or contained in the above referenced title report issued by Western Resources Title Company, dated August 10, 2010.
- 3.3 Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.
- 3.4 **Deeds of Trust/Mortgages.** Except as otherwise provided in Paragraph 3.1 above, Seller agrees to cooperate with District to cause all such liens to be eliminated or subordinated to the easement title to the Property to be conveyed pursuant to this Agreement. District shall pay the costs of any appraisals or similar studies required by a lien holder in conjunction with the elimination or subordination of a lien pursuant to this Paragraph 3.4, if District elects to subordinate said easement to liens disclosed in said title report. Escrow Agent is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any liens, including liens for the total amount of unpaid principal and interest on note(s) secured by mortgages(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust including late charges, if any, except penalty (if any) in advance of maturity, shall upon demand(s) be made payable the mortgagee(s) or beneficiary(ies) entitled thereunder.
4. **Title Insurance Policy.** Escrow Agent shall, following recording of deed of District, provide District with CLTA Standard Coverage Policy of Title Insurance in the amount of the Purchase Price, issued by American Land Title Association Owners Policy, showing easement title to the Property vested in District, subject only to the exceptions set forth in Paragraph 3 and the printed exceptions and stipulations in the policy. District agrees to pay the premium charged.
5. **Escrow.** District agrees to open an escrow in accordance with this Agreement with West Coast Escrow or another escrow company as agreed to by District and Seller. This Agreement constitutes

the joint escrow instructions of District and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

- 5.1 Easement Deed. Seller has executed and delivered an Easement Deed (the "Easement Deed") to District concurrently with this Agreement. As soon as possible after opening of escrow, District will deposit the executed Easement Deed, with Certificate of Acceptance attached, with Escrow Agent on Seller's behalf. District agrees to deposit the Purchase Price upon demand of Escrow Agent. District and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.
- 5.2 Escrow Account. All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from the account.

6. **Tax Adjustment Procedure.**

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- 6.1 Delinquent Taxes. Pay and charge Seller for any unpaid delinquent property taxes and/or penalties and interest thereon, and for any delinquent assessments or bonds against the Property.
- 6.2 Proration. Escrow is not to be concerned with proration of Seller's taxes for the current fiscal year. Seller's prorata portion of taxes, if any, due at close of escrow, shall be cleared and paid by Seller, outside escrow, pursuant to provisions of Section 5082 through 5090 of the Revenue and Taxation Code of the State of California.
- 6.3 Refund of Taxes. Seller shall have the sole right, after close of escrow, to apply to the Orange County Tax Collector for refund of any excess property taxes, which have been paid by Seller with respect to the Property. This refund would apply to the period after District's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

7. **Escrow Agent Authorization.**

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- 7.1 Seller. Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement.
- 7.2 District. Pay and charge District for cost of any transfer taxes, recording fees, title insurance premium fees, reconveyance fees, escrow fees, and any other closing costs incidental charges, and costs payable under Paragraph 5 of this Agreement.
- 7.3 Disbursement. Disburse funds and deliver the Easement Deed when, conditions of this escrow have been fulfilled by District and Seller.

- 7.4 Close of Escrow. The term "close of escrow," if and where written in these instructions, shall mean the date, the Easement Deed and other necessary instruments of conveyance are recorded in the office of the Orange County Recorder. Recordation of instruments delivered through this escrow is authorized, if necessary or proper in the issuance of the policy of title insurance.
- 7.5 Time Limits. All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties. Any amendment of, or supplement to, any instructions must be in writing.
- 7.6 Time of the Essence. **TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.** If (except for deposit of money by District, which shall be made by District upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close within ninety (90) days from date of these instructions, any party who then shall have fully complied with its instructions may, in writing, demand the return of its money or property; but if neither party complied, no demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, Escrow Agent shall proceed with closing of this escrow on or before ninety (90) days from the execution of this Agreement.
- 7.7 Escrow Agent Responsibility. The responsibility of the Escrow Agent under this Agreement is expressly limited to Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 11, 12 and 20 and to its liability under any policy of title insurance issued in regard to this escrow.
- 7.7 Escrow Fees, Charges and Costs. District agrees to pay all District's and Seller's usual fees, charges, and costs incidental to the conveyance of the Property which arise in this escrow and as set forth in Paragraph 7.2 of this Agreement.

8. **Conditions Precedent to Close of Escrow.**

District's Conditions Prior to Closing. The obligation of the District to complete the purchase of the Property is subject to the satisfaction of the following conditions:

- 8.1 Seller shall deliver through escrow an executed and recordable Easement Deed sufficient to convey an easement for sewer improvement purposes to the District as set forth in Paragraph 5.1.
- 8.2 Seller shall deliver through escrow a Non-Foreign Transferor Declaration duly executed and in the form of Exhibit "E" attached hereto and made a part hereof.
- 8.3 Seller shall deliver through escrow such funds and documents as are necessary to comply with Seller's obligations under this Agreement.
- 8.4 Seller is not in default of any of its obligations under the terms of this Agreement, and all representations of Seller herein are true and correct.

- 8.5 Escrow Agent has committed to deliver to District a title insurance policy as required by Paragraph 4 hereof.
- 8.6 The District shall not have terminated this Agreement.
- 8.7 The Property is in the condition required by this Agreement.

Seller's Conditions Precedent to Closing. The obligation of Seller to complete the sale of the Property is subject to the satisfaction of the following conditions:

- 8.8 The District is not in default of any of its obligations under the terms of this Agreement, and all representations of District herein are true and correct.
- 8.9 The District shall have deposited with the Escrow Agent immediately available funds in an amount equal to the Purchase Price and the District's share of costs described herein.
- 8.10 The Seller shall not have terminated this Agreement.
9. **Temporary Construction Easement.** Seller hereby grants to the District, its authorized agents or contractors a temporary construction easement for the purpose incidental to the construction of the proposed sewer line and appurtenant structures, including but not limited to the re-paving, re-striping of parking spaces that were rendered unavailable during the construction period, and adjustment of the grade of the remainder property to the proposed grade of the construction area improvements.
- 9.1 Termination It is understood that the TCE shall terminate and end upon the completion of construction of the sewer improvements. Furthermore, District shall execute and record a quitclaim deed relinquishing use of the TCE.
- 9.2 Indemnity. District agrees to indemnify and hold Seller harmless from liability arising out of the District's use of the remainder property pursuant to the Temporary Construction Easement. District further agrees to repair all damages caused by the use of the remainder property at its sole cost and expense. District shall restore the remainder property as nearly as practicable to the state in which it existed prior to the use of said remainder property by District, its agents or contractors.
10. **Permission to Enter on Premises.** Seller hereby grants to District, its authorized agents, permission to enter upon the Property at all reasonable times upon not less than two (2) days advance notice prior to close of escrow for the purpose of making necessary or appropriate inspections.
- 10.1 Testing. Within thirty (30) days of District's execution of this Agreement, District at its expense may (but is not required to) perform such soil tests as District shall deem appropriate (the "Tests"). As soon as practicable after the completion of the Tests, District shall provide Seller with a written report (the "Report") describing (i) the results of any such Tests and (ii) any repairs or remedial measures (the "Remedial Measures") proposed to be undertaken to comply with all federal, state and local legal requirements applicable to the conditions disclosed by such Tests, including, but not limited to, any legal requirements relating to hazardous or toxic materials. If Remedial Measures are deemed necessary,

District and Seller shall each have the right to terminate this Agreement, in which event no party shall have any further liability to the other. Within thirty (30) days after receipt of District's notice to terminate, Seller shall have the option to undertake the Remedial Measures in accordance with a remediation plan which is approved by all appropriate governmental authorities and approved by District (collectively, the "Plan"), in which event, the District's termination shall be revoked and this Agreement shall close as set forth herein, provided, however, District shall have no obligation to close unless and until Seller has delivered to District a certificate (the "Certificate") from a California licensed hazardous materials specialist that the Property has been remediated in accordance with the Plan. Should Seller elect to undertake Remedial Measures, it shall, in consultation with the appropriate governmental agencies, promptly initiate at its cost and expense such Remedial Measures in a timely manner. The results of the Tests (or any subsequent test conducted prior to the Close of Escrow) shall be deemed to represent the condition of the soil at the Close of Escrow. In the event the Remedial Measures are not complete and Seller has not delivered the Certificate to District within three (3) months from the date hereof, District shall have the further right to terminate this Agreement, in which event no party shall have any further liability to the other hereunder.

- 10.2 **Indemnity.** District agrees to indemnify Seller and save it harmless from all damages, actions, causes of action, claims, judgments, costs of litigation, and attorney's fees which may in any way arise out of or result from the Tests. District further agrees to repair as nearly as reasonably can be accomplished any damages to the area covered by the Tests and will restore said area to as near its original condition as can be reasonably accomplished.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument and any executed counterpart may be delivered by facsimile transmission with the same effect as if an originally executed counterpart had been delivered.
12. **Closing Statement.** Seller instructs Escrow Agent to release a copy of Seller's closing statement to District for the purpose of ascertaining if any reimbursements are due Seller.
13. **Loss or Damage to Improvements.** Loss or damage to the Property including any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Easement Deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Easement Deed, District may elect to require that the Seller pay to District the proceeds of any insurance policy or policies which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal of the diminution in value of the Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.
14. **Eminent Domain Dismissal.** Seller and District acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Orange, wherein the herein described property is included and also waives any and all claims to any money on deposit in the action and all claims to any money on deposit in the action and further waives all attorneys' fees, costs, disbursements, and expenses incurred in

connection therewith. If, prior to the close of the execution of this transaction, Seller (or Seller's Tenant) is served with a Summons and Complaint in Eminent Domain in which Seller (or Seller's Tenant) is a named defendant, upon the close of escrow, Seller agrees and consents to District taking a default in the action.

15. **Warranties, Representations, and Covenants of Seller.** Seller hereby warrants, represents, and/or covenants to District that:
 - 15.1 **Pending Claims.** To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental District, domestic or foreign.
 - 15.2 **Encroachments.** To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.
 - 15.3 **Condition of Property.** Until the close of escrow, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
 - 15.4 **Seller's Title.** Until the close of escrow, Seller shall not do anything which would impair Seller's title to any of the real property.
 - 15.5 **Utilities.** All utilities, without limitation, including gas, electricity, water, sewage, and telephone, are available to the Property, and to the best of Seller's knowledge, all items are in good working order.
 - 15.6 **Conflict with Other Obligation.** To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restriction, or other agreement or instrument to which Seller or Seller's Property may be bound.
 - 15.7 **Change of Situation.** Until the close of escrow, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in the section not to be true as of the close of escrow, immediately give written notice of such fact or condition to District.
 - 15.8 **Authority.** Seller is the owner of and has the full right, power, and authority to sell, convey, and transfer the Property to District as provided herein and to carry out Seller's obligations hereunder.
 - 15.9 **Bankruptcy.** Neither Seller nor any related entity is the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for Seller to be able to transfer the Property as provided herein.
16. **Hazardous Waste.** Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under,

in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the "United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law, (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous"; or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20, (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. Section 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 9601).

17. **Compliance With Environmental Laws.** To the best of Seller's knowledge the Property and its intended use complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water Act, Clean Air Act, Federal Water Pollution Control Act, Solid Waste Disposal Act, Resource Conservation Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act, and the rules, regulations, and ordinances of the District of Garden Grove, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection District, and all applicable federal, state, and local agencies and bureaus. Seller has not received any notices of violation of any of the above laws and regulations.

17.1 **Indemnity.** Seller agrees to indemnify, defend and hold District harmless from and against any claims, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in or about, to or from, the Property, or (iii) as a negative result from the District's vote to decline to purchase the property, Seller agrees to protect, defend, and hold harmless District and its elective or appointive boards, officers, agents, and employees. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or

proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment. This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act after the close of this escrow.

18. **Contingency.** It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the District herein. The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval.
19. **Full and Complete Settlement.** The total compensation to be paid by District to Seller is all of Seller's interest in the property and any rights or obligations which exist or may arise out of the acquisition of the property for public purposes, including without limitation, Seller's interest in the land and any improvements and fixtures and equipment located thereon, improvements pertaining to the realty (if any), severance damages, any alleged pre-condemnation damages, loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of Seller which might arise out of or relate in any respect to the acquisition of the property by the District. The compensation paid under this Agreement does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits, which Seller may be entitled to receive, if any. Relocation assistance, if any, will be handled via separate Agreement.
20. **Broker's Commission.** Seller and District each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property. Seller and District agree to and do hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, which it has employed in connection with the transaction covered by this Agreement.
21. **Waiver, Consent and Remedies.** Each provision of this Agreement to be performed by District and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and District's performance hereunder, as appropriate, and any breach thereof by District or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

22. **Attorney's Fees.** In the event any declaratory or other legal or equitable action is instituted between Seller, District and/or Escrow Agent in connection with this Agreement then as between District and Seller, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.

23. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Seller: F&F/ WC City Villas Associates
Attention: Darla Flanagan
10991 Wilshire Boulevard Suite 500
Los Angeles, CA 90024

If to District: City of Garden Grove
Attention: Carlos Marquez
11222 Acacia Parkway
Garden Grove, CA 92840

Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

24. **Default.** Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within thirty (30) days from the date of the notice or such longer period if the nature of the default is such that more than thirty (30) days is required to cure such default. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within the time set forth herein.
25. **Gender and Number.** In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.
26. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
27. **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

28. **Governing Law.** This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.
29. **Invalidity of Provision.** If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
30. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by District and Seller.
31. **Time of Essence.** Time is of the essence of each provision of this Agreement
32. **Binding upon Successors.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth herein above.

"DISTRICT"

GARDEN GROVE SANITARY DISTRICT

ATTEST:

Secretary

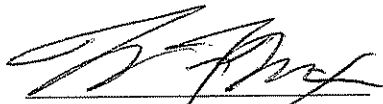
General Manager

Date _____

APPROVED AS TO FORM:

"SELLER"

F&F/WC Villa Associates, LLC, a
limited liability company



City Attorney

By: 

Its: manager

Date 9/6/11

By: Michael B. Earl

Its: _____

Exhibit "A"

LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

APN 231-191-01

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN A GRANT DEED RECORDED ON JUNE 29, 2000 AS INSTRUMENT NO. 20000343147, RECORDS OF SAID ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THE WESTERLY 10 FEET OF THE EASTERLY 15 FEET.

EXCEPTING THE SOUTHERLY 40 FEET AS DESCRIBED IN A DEED RECORDED ON JUNE 12, 1964 IN BOOK 7087, PAGE 78 OF OFFICAL RECORDS, RECORDS OF SAID ORANGE COUNTY.

THE ABOVE PARCEL OF LAND CONTAINS 6,140 SQUARE FEET (0.1410 ACRES), MORE OR LESS

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

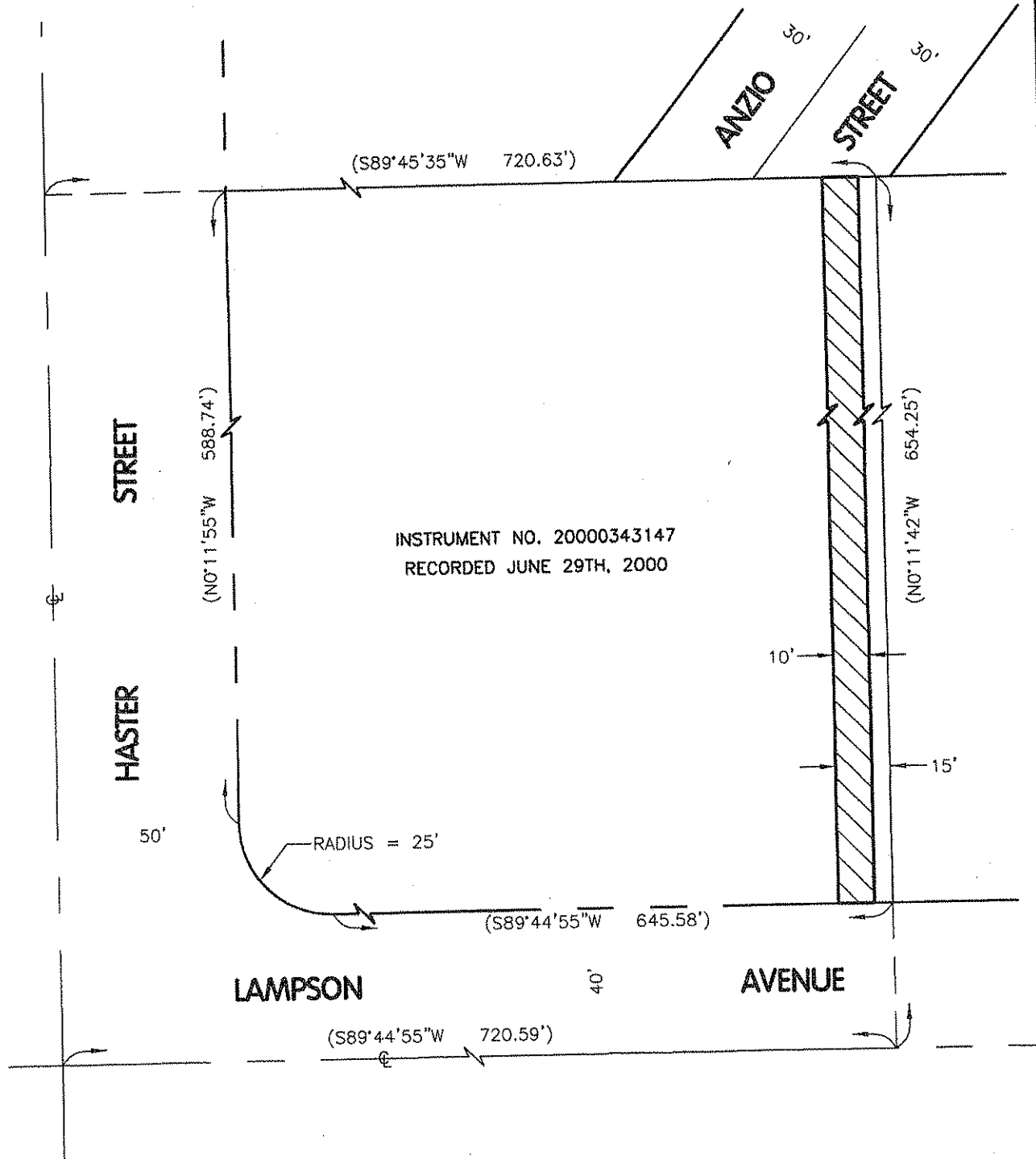
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

 10/6/10
RICHARD C. MAHER, P.L.S. 7564 DATE
THIS DOCUMENT IS PRELIMINARY UNLESS SIGNED



PLOT MAP OF SANITARY SEWER EASEMENT

EXHIBIT "B"
 PLAT TO ACCOMPANY LEGAL DESCRIPTION



PARCEL DESCRIBED

AREA: +/- 6140 S.F. / 0.1410 AC.



INDICATES RECORD INFORMATION PER DEED
 RECORDED ON JUNE 12, 1964 IN BOOK 7087,
 PAGE 78 OF OFFICIAL RECORDS, RECORDS OF
 ORANGE COUNTY



KDM Meridian

22541 Aspan St., Ste C
 Lake Forest, CA 92630
 Phone: 949-768-0731
 Fax: 949-768-3731

LEGAL DESCRIPTION
OF TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

APN 231-191-01

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN A GRANT DEED RECORDED ON JUNE 29, 2000 AS INSTRUMENT NO. 20000343147, RECORDS OF SAID ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THE EASTERLY 30 FEET.

EXCEPTING THE SOUTHERLY 40 FEET AS DESCRIBED IN A DEED RECORDED ON JUNE 12, 1964 IN BOOK 7087, PAGE 78 OF OFFICAL RECORDS, RECORDS OF SAID ORANGE COUNTY.

THE ABOVE PARCEL OF LAND CONTAINS 18,420 SQUARE FEET (0.4229 ACRES), MORE OR LESS

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

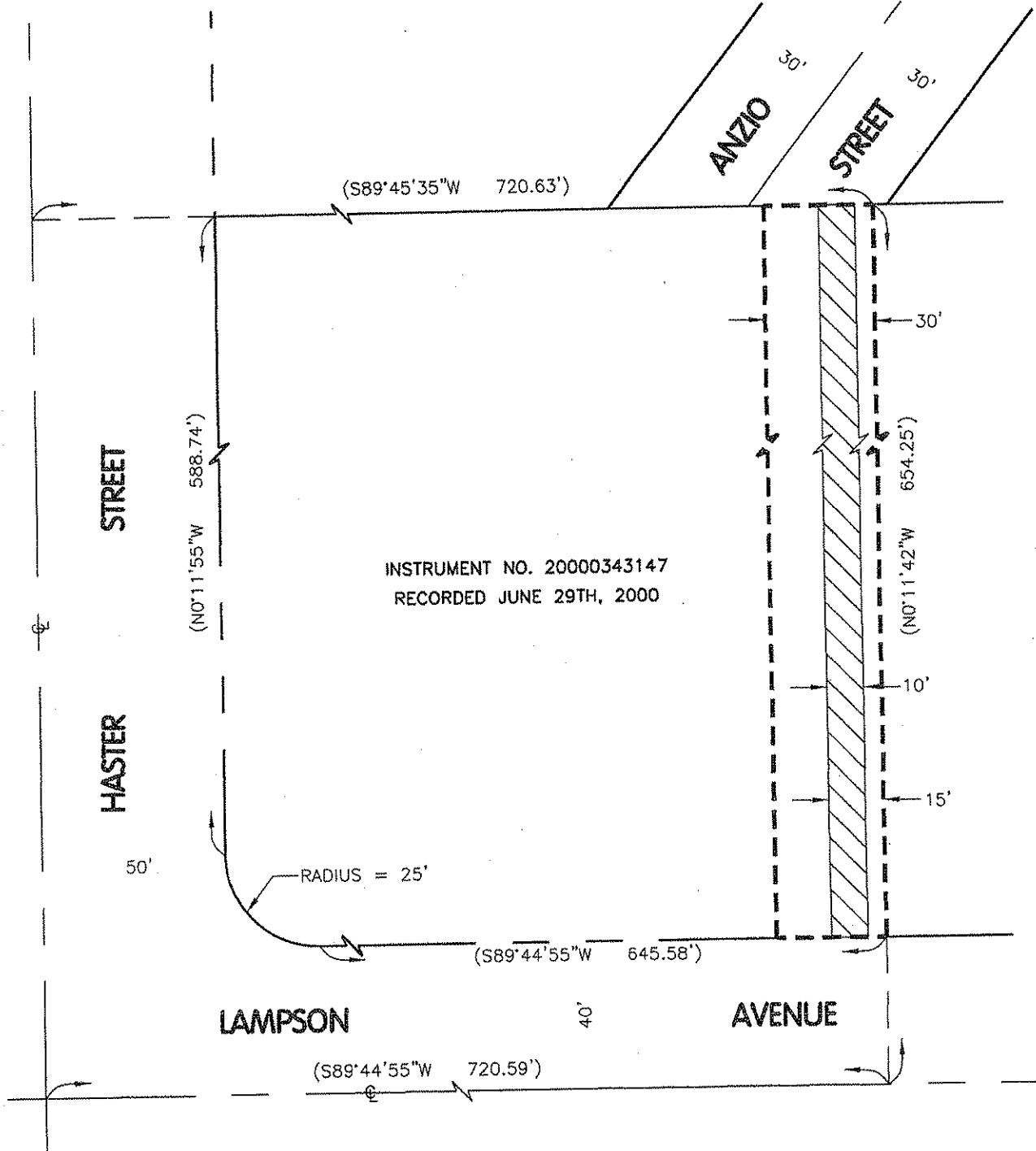
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

 10/6/10
RICHARD C. MAHER, P.L.S. 7564 DATE
THIS DOCUMENT IS PRELIMINARY UNLESS SIGNED

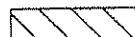


PLOT MAP OF
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "B"
 PLAT TO ACCOMPANY LEGAL DESCRIPTION



INSTRUMENT NO. 20000343147
 RECORDED JUNE 29TH, 2000



PERMANENT SEWER EASEMENT



TEMPORARY CONSTRUCTION EASEMENT DESCRIBED
 AREA: +/- 18,420 S.F. / 0.4229 AC.



INDICATES RECORD INFORMATION PER DEED
 RECORDED ON JUNE 12, 1964 IN BOOK 7087,
 PAGE 78 OF OFFICIAL RECORDS, RECORDS OF
 ORANGE COUNTY



KDM Meridian

22541 Aspan St., Ste C
 Lake Forest, CA 92630
 Phone: 949-768-0731
 Fax: 949-768-3731

Exhibit "B"

Form of Easement Deed

RECORDING REQUESTED BY
City of Garden Grove

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

Space above line for Recorder's Use

Portion 231-191-01
ASSESSOR PARCEL NUMBER

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

EASEMENT DEED

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

F&F/WC CITY VILLAS ASSOCIATES, LLC, a Delaware limited liability company

does hereby GRANT to

GARDEN GROVE SANITARY DISTRICT, a public entity, an easement for, and the right to construct, maintain, operate, and use of a sanitary sewer system and appurtenant structures on, in and across the real property in the City of Garden Grove, County of Orange, State of California, described as

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

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

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

Dated: _____, 2010

F&F/WC CITY VILLAS ASSOCIATES, LLC, a
Limited liability company

By: _____

Its: _____

By: _____

Its: _____

STATE OF CALIFORNIA COUNTY OF ORANGE) SS
On _____ before me,
a Notary Public in and for said County and State, personally appeared

_____ who proved to me on the bases 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 entity upon behalf of which the person (s) acted, executed the instrument.

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

WITNESS my hand and official seal

Signature _____

FOR NOTARY SEAL OR STAMP

EASEMENT DEED

APPROVED AS TO FORM OTHER THAN LEGAL
DESCRIPTION

By: _____
City Attorney

Dated: _____

APPROVED AS TO EXECUTION AND DESCRIPTION

By: _____
Right of Way Agent

Dated: _____

This is to certify that the interest in real property conveyed by
the deed or grant dated _____ from

to the City of Garden Grove, a governmental agency is hereby
accepted by the undersigned officer on behalf of the Garden
Grove City Council pursuant to authority conferred by
Resolution of the Garden Grove City Council adopted July 17,
1978, and the grantee consents to recordation thereof by its duly
authorized officer.

Dated: _____

By: _____
City Clerk

EXHIBIT "A"

City of Garden Grove
SANITARY SEWER EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

APN 231-191-01

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN A GRANT DEED RECORDED ON JUNE 29, 2000 AS INSTRUMENT NO. 20000343147, RECORDS OF SAID ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THE WESTERLY 10 FEET OF THE EASTERLY 15 FEET.

EXCEPTING THE SOUTHERLY 40 FEET AS DESCRIBED IN A DEED RECORDED ON JUNE 12, 1964 IN BOOK 7087, PAGE 78 OF OFFICAL RECORDS, RECORDS OF SAID ORANGE COUNTY.

THE ABOVE PARCEL OF LAND CONTAINS 6,140 SQUARE FEET (0.1410 ACRES), MORE OR LESS

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

 10/6/10
RICHARD C. MAHER, P.L.S. 7564 DATE
THIS DOCUMENT IS PRELIMINARY UNLESS SIGNED



PLOT MAP
SANITARY SEWER EASEMENT

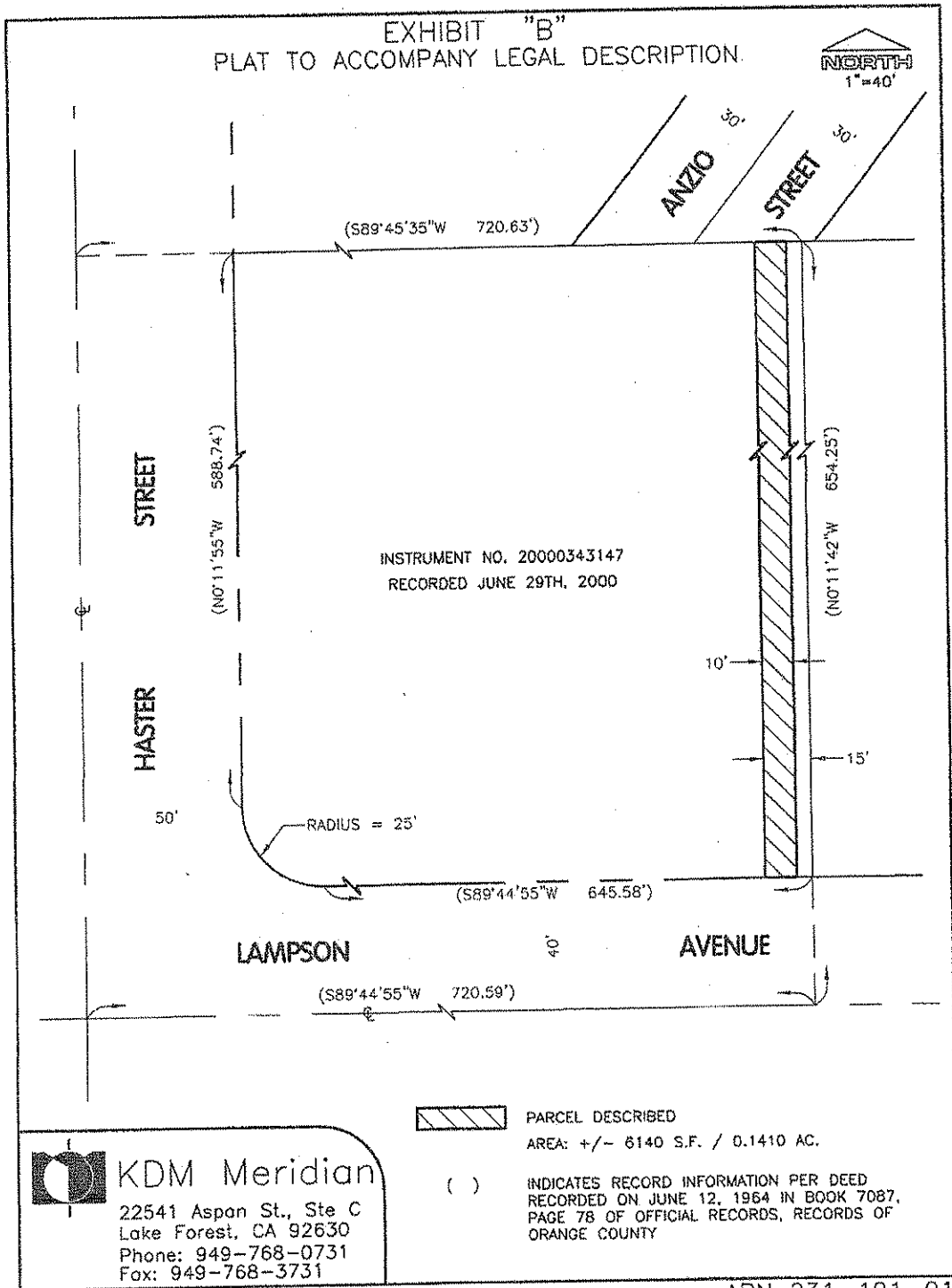


Exhibit "C"

Form of Temporary Construction Easement Deed

RECORDING REQUESTED BY:
City of Garden Grove
P.O. BOX 3070
Garden Grove, CA 92842
Attention: City Clerk
WHEN RECORDED MAIL TO:
Same as above

For Recorder's Use Only

Portion of 231-191-01
Assessor's Parcel No.

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

**TEMPORARY CONSTRUCTION
AND ACCESS EASEMENT**

In consideration of the sum of \$7,675.00 and other valuable consideration, which amount is payable under Right-Of-Way Agreement For Acquisition of Real property and Escrow Instructions of even date, **F&F/WC CITY VILLAS ASSOCIATES, LLC**, a Delaware limited liability company (herein called "Grantor"), does hereby convey to the **GARDEN GROVE SANITARY DISTRICT**, a public entity, (hereinafter called "Grantee"); a Temporary Construction and Access Easement, for the purposes of constructing, installing, using, repairing, a sanitary sewer facility, and other appurtenant structures across the following described real property shown in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof:

TO HAVE AND TO HOLD said easement to said Grantee, for the use and purpose herein above described.

It is further understood that:

1. The rights granted herein shall not be construed to interfere with or restrict use of the premises by Grantor(s), their heirs or assigns, with respect to the construction and maintenance of property improvements along and adjacent to the premises herein described, so long as the same are so constructed as to not impair or interfere with the use and maintenance of access of utilities herein above authorized.
2. The Grantee hereby agrees to restore the easement area to its original condition, as close as is practical to do so, upon completion of the construction.
3. This temporary construction easement shall expire upon the recording of a permanent easement along the final location of the sewer pipeline within the area of the temporary construction easement. The City shall record said permanent easement upon the completion of construction and project acceptance by the City Council.
4. The Grantee agrees to indemnify and hold harmless the Grantor herein from liability arising out of the use of the property pursuant to this temporary Construction Easement.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Temporary Construction and Access Easement document on this ____ day of _____.

| "Grantee" | "Grantor" |
|---|--|
| GARDEN GROVE SANITARY DISTRICT, a public body, | F&F/WC CITY VILLAS ASSOCIATES, LLC, a Delaware limited liability company, |
| By: _____ Matthew Fertal Its: General Manager | By: _____ Its: _____ |
| Attest: | By: _____ |
| By: _____ Kathleen Bailor Its: Secretary | Its: _____ |
| Approved to form: | |
| By: _____ Thomas F. Nixon Its: City Attorney | |

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

APN 231-191-01

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN A GRANT DEED RECORDED ON JUNE 29, 2000 AS INSTRUMENT NO. 20000343147, RECORDS OF SAID ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THE EASTERLY 30 FEET.

EXCEPTING THE SOUTHERLY 40 FEET AS DESCRIBED IN A DEED RECORDED ON JUNE 12, 1964 IN BOOK 7087, PAGE 78 OF OFFICAL RECORDS, RECORDS OF SAID ORANGE COUNTY.

THE ABOVE PARCEL OF LAND CONTAINS 18,420 SQUARE FEET (0.4229 ACRES), MORE OR LESS

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

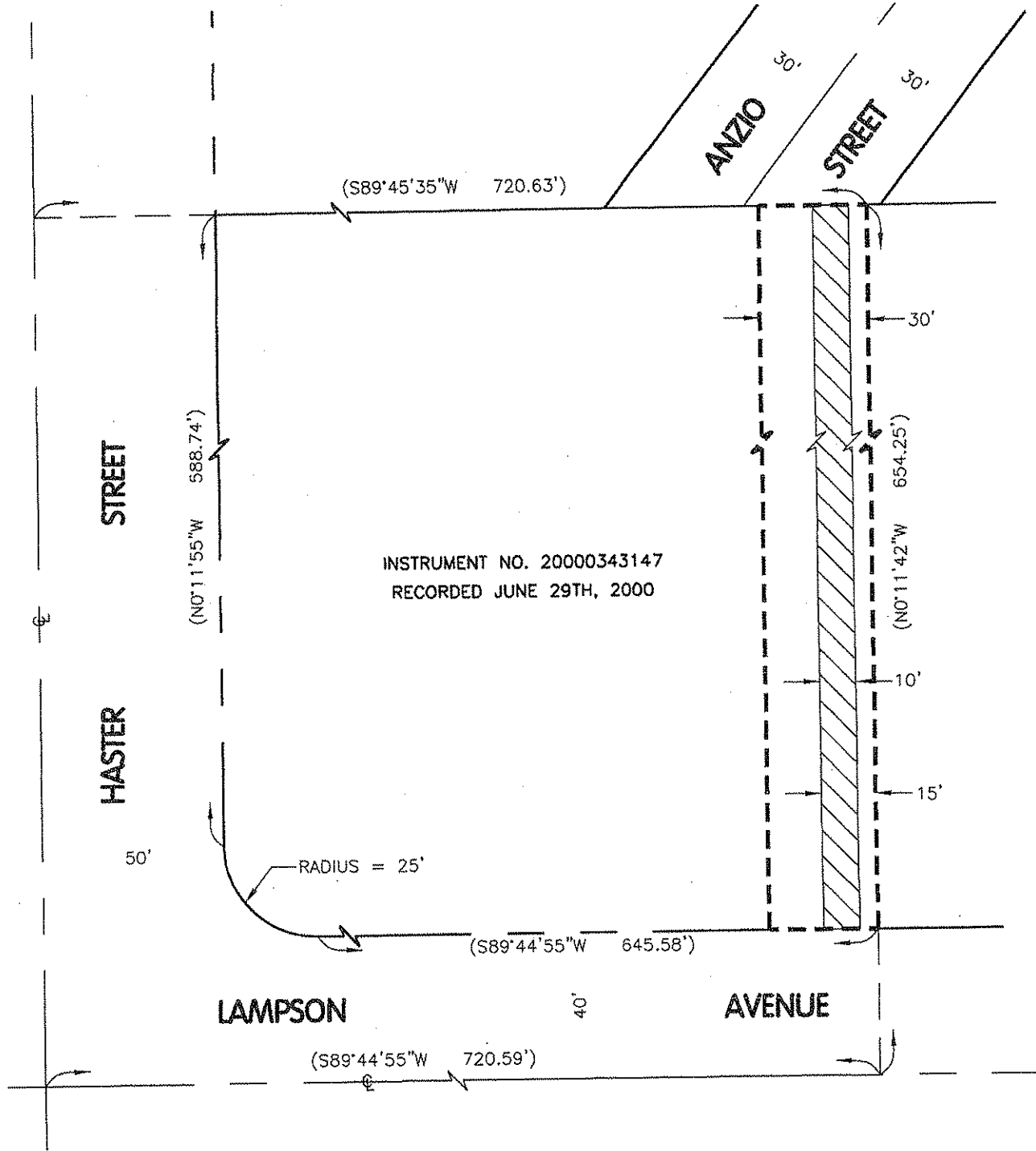
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

 10/6/10
RICHARD C. MAHER, P.L.S. 7564 DATE
THIS DOCUMENT IS PRELIMINARY UNLESS SIGNED

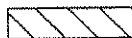


PLOT MAP
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "B"
 PLAT TO ACCOMPANY LEGAL DESCRIPTION



INSTRUMENT NO. 20000343147
 RECORDED JUNE 29TH, 2000



PERMANENT SEWER EASEMENT



TEMPORARY CONSTRUCTION EASEMENT DESCRIBED
 AREA: +/- 18,420 S.F. / 0.4229 AC.



INDICATES RECORD INFORMATION PER DEED
 RECORDED ON JUNE 12, 1964 IN BOOK 7087,
 PAGE 78 OF OFFICIAL RECORDS, RECORDS OF
 ORANGE COUNTY



KDM Meridian

22541 Aspan St., Ste C
 Lake Forest, CA 92630
 Phone: 949-768-0731
 Fax: 949-768-3731

Exhibit "D"

Form of Quitclaim Deed

AND WHEN RECORDED MAIL TO

Name City of Garden Grove
Address P. O. Box 3070
City & Garden Grove, CA 92842
State, Zip
Title Order No. _____ Escrow No. _____

MAIL TAX STATEMENTS TO

Name
Address SAME AS ABOVE
City &
State, Zip

Portion of APN: 231-191-01

This Section reserved for Recorder's use

QUITCLAIM DEED

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

By: _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
GARDEN GROVE SANITARY DISTRICT, a public body, corporate and politic,
does hereby **REMISE, RELEASE AND FOREVER QUITCLAIM** to
F&F/WC CITY VILLAS ASSOCIATES, LLC, a Delaware limited liability company
the following described real property in the City of Garden Grove, County of Orange, State of California:
**AS PER LEGAL DESCRIPTION SHOWN ON EXHIBIT "A", ATTACHED HERETO,
AND MADE A PART HEREOF**

This Quitclaim is given to relinquish all right, title, and interest in and to that portion of that certain easement for sanitary sewer lines and appurtenant structures conveyed to the Garden Grove Sanitary District by deed recorded on _____ as Instrument No. _____ of Official Records in the Office of the County Recorder of the County of Orange, insofar and only insofar as said Quitclaim affects only that portion of said easement described herein as Exhibit A.

Dated: _____

GARDEN GROVE SANITARY DISTRICT, a public body, corporate and politic,

By: _____

Its: General Manager

By: _____

Its: Secretary

Quitclaim Deed

City of Garden Grove

APPROVED AS TO FORM OTHER THAN LEGAL
DESCRIPTION

By: _____
City Attorney

Date: _____

APPROVED AS TO EXECUTION AND DESCRIPTION

By: _____
Right of Way Agent

Date: _____

EXHIBIT "E"

Non-Foreign Transferor Declaration

Section 1445 of the Internal Revenue Code of 1954, as amended ("Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor's U.S. employer identification number or social security number are ; and _____.
3. The Transferor's office address or mailing address is

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury we declare that we have examined this Certification and to the best of our knowledge and belief it is true, correct, and complete, and further declare that we have authority to sign this document on behalf of the Transferor.

Date: _____

RECORDING REQUESTED BY
City of Garden Grove

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

Space above line for Recorder's Use

Portion 231-191-01
ASSESSOR PARCEL NUMBER

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

EASEMENT DEED

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

F&F/WC CITY VILLAS ASSOCIATES, LLC, a Delaware limited liability company

does hereby GRANT to

GARDEN GROVE SANITARY DISTRICT, a public entity, an easement for, and the right to construct, maintain, operate, and use of a sanitary sewer system and appurtenant structures on, in and across the real property in the City of Garden Grove, County of Orange, State of California, described as

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

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

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

Dated: 8-18-11 ~~2010~~

F&F/WC CITY VILLAS ASSOCIATES, LLC, a
Limited liability company

By: Michael B. Earl

Its: Michael B. Earl

By: Manager

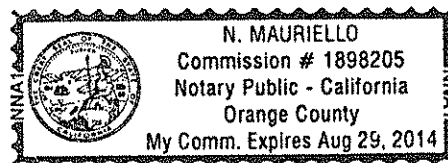
Its: _____

STATE OF CALIFORNIA COUNTY OF ORANGE) SS
On AUGUST 18, 2011 before me,
a Notary Public in and for said County and State, personally appeared
MICHAEL B. EARL
who proved to me on the bases 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 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

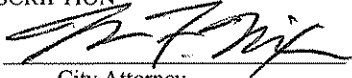
Signature Michael B. Earl



FOR NOTARY SEAL OR STAMP

EASEMENT DEED

APPROVED AS TO FORM OTHER THAN LEGAL DESCRIPTION

By: 
City Attorney

Dated: 9/6/11

APPROVED AS TO EXECUTION AND DESCRIPTION

By: _____
Right of Way Agent

Dated: _____

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from _____
_____ to the City of Garden Grove, a governmental agency is hereby accepted by the undersigned officer on behalf of the Garden Grove City Council pursuant to authority conferred by Resolution of the Garden Grove City Council adopted July 17, 1978, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
City Clerk

EXHIBIT "A"

City of Garden Grove
SANITARY SEWER EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

APN 231-191-01

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN A GRANT DEED RECORDED ON JUNE 29, 2000 AS INSTRUMENT NO. 20000343147, RECORDS OF SAID ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THE WESTERLY 10 FEET OF THE EASTERLY 15 FEET.

EXCEPTING THE SOUTHERLY 40 FEET AS DESCRIBED IN A DEED RECORDED ON JUNE 12, 1964 IN BOOK 7087, PAGE 78 OF OFFICAL RECORDS, RECORDS OF SAID ORANGE COUNTY.

THE ABOVE PARCEL OF LAND CONTAINS 6,140 SQUARE FEET (0.1410 ACRES), MORE OR LESS

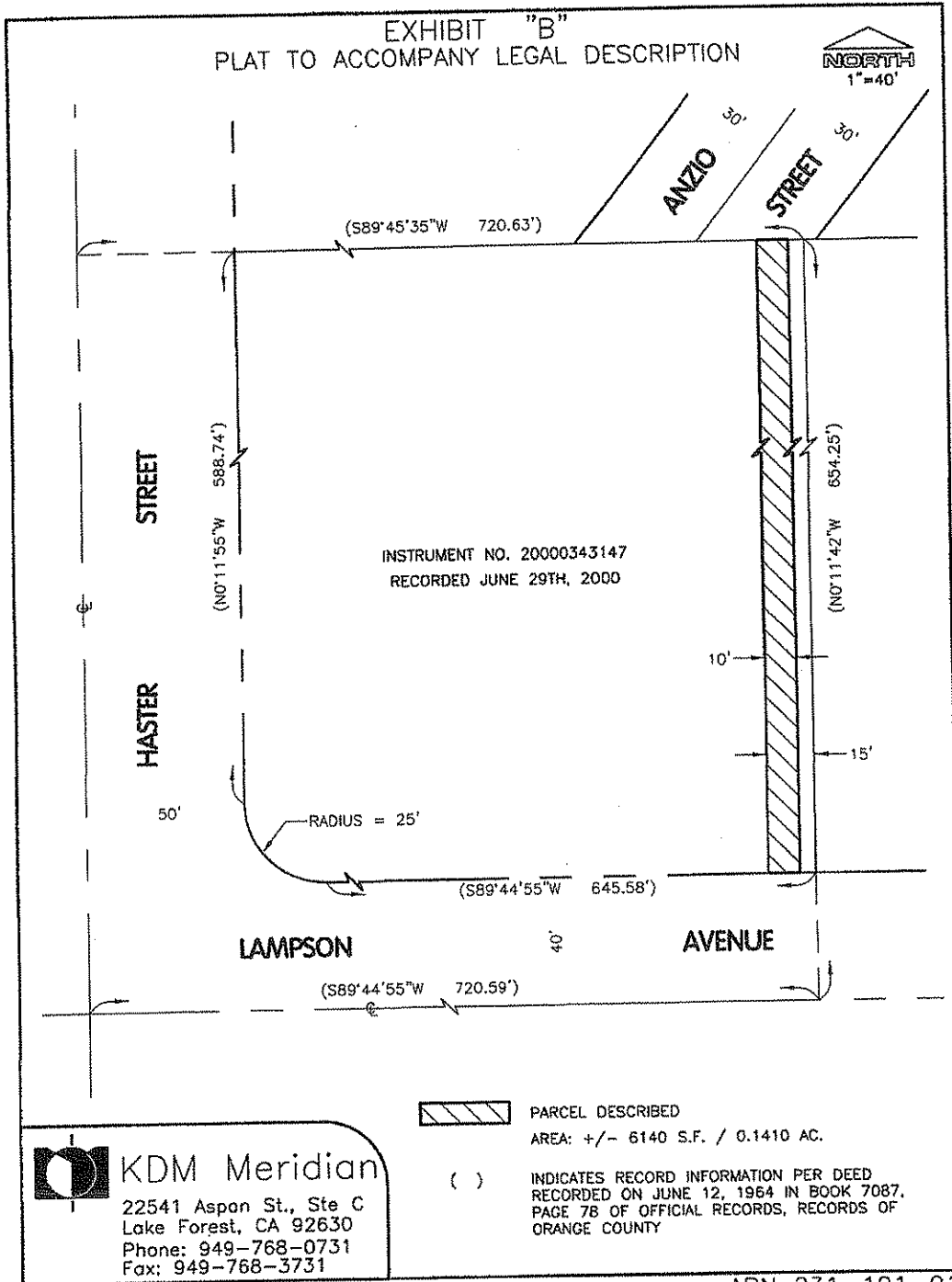
ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

 10/6/10
RICHARD C. MAHER, P.L.S. 7564 DATE
THIS DOCUMENT IS PRELIMINARY UNLESS SIGNED



PLOT MAP
SANITARY SEWER EASEMENT



RECORDING REQUESTED BY:
 City of Garden Grove
 P.O. BOX 3070
 Garden Grove, CA 92842
 Attention: City Clerk
 WHEN RECORDED MAIL TO:
 Same as above

For Recorder's Use Only

Portion of 231-191-01
 Assessor's Parcel No.

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

**TEMPORARY CONSTRUCTION
 AND ACCESS EASEMENT**

In consideration of the sum of \$7,675.00 and other valuable consideration, which amount is payable under Right-Of-Way Agreement For Acquisition of Real property and Escrow Instructions of even date, **F&F/WC CITY VILLAS ASSOCIATES, LLC**, a Delaware limited liability company (herein called "Grantor"), does hereby convey to the **GARDEN GROVE SANITARY DISTRICT**, a public entity, (hereinafter called "Grantee"), a Temporary Construction and Access Easement, for the purposes of constructing, installing, using, repairing, a sanitary sewer facility, and other appurtenant structures across the following described real property shown in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof:

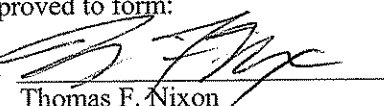
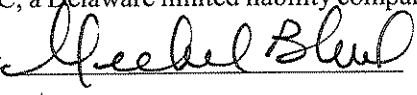
TO HAVE AND TO HOLD said easement to said Grantee, for the use and purpose herein above described.

It is further understood that:

1. The rights granted herein shall not be construed to interfere with or restrict use of the premises by Grantor(s), their heirs or assigns, with respect to the construction and maintenance of property improvements along and adjacent to the premises herein described, so long as the same are so constructed as to not impair or interfere with the use and maintenance of access of utilities herein above authorized.
2. The Grantee hereby agrees to restore the easement area to its original condition, as close as is practical to do so, upon completion of the construction.
3. This temporary construction easement shall expire upon the recording of a permanent easement along the final location of the sewer pipeline within the area of the temporary construction easement. The City shall record said permanent easement upon the completion of construction and project acceptance by the City Council.
4. The Grantee agrees to indemnify and hold harmless the Grantor herein from liability arising out of the use of the property pursuant to this temporary Construction Easement.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Temporary Construction and Access Easement document on this ____ day of _____.

| | |
|--|---|
| <p>“Grantee”</p> <p>GARDEN GROVE SANITARY DISTRICT, a public body,</p> <p>By: _____ Matthew Fertal Its: General Manager</p> <p>Attest:</p> <p>By: _____ Kathleen Bailor Its: Secretary</p> <p>Approved to form:</p> <p>By:  Thomas F. Nixon Its: City Attorney</p> | <p>“Grantor”</p> <p>F&F/WC CITY VILLAS ASSOCIATES, LLC, a Delaware limited liability company,</p> <p>By:  Its: <u>Manager</u></p> <p>By: <u>Michael B Earl</u> Its: _____</p> |
|--|---|

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

PLOT MAP
TEMPORARY CONSTRUCTION EASEMENT

AND WHEN RECORDED MAIL TO

| | |
|-------------------|------------------------|
| Name | City of Garden Grove |
| Address | P. O. Box 3070 |
| City & State, Zip | Garden Grove, CA 92842 |
| Title Order No. | Escrow No. |

MAIL TAX STATEMENTS TO

| | |
|-------------------|---------------|
| Name | SAME AS ABOVE |
| Address | |
| City & State, Zip | |

Portion of APN: 231-191-01

This Section reserved for Recorder's use

QUITCLAIM DEED

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

By: _____

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

GARDEN GROVE SANITARY DISTRICT, a public body, corporate and politic,

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

F&F/WC CITY VILLAS ASSOCIATES, LLC, a Delaware limited liability company

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

**AS PER LEGAL DESCRIPTION SHOWN ON EXHIBIT "A", ATTACHED HERETO,
AND MADE A PART HEREOF**

This Quitclaim is given to relinquish all right, title, and interest in and to that portion of that certain easement for sanitary sewer lines and appurtenant structures conveyed to the Garden Grove Sanitary District by deed recorded on _____ as Instrument No. _____ of Official Records in the Office of the County Recorder of the County of Orange, insofar and only insofar as said Quitclaim affects only that portion of said easement described herein as Exhibit A.

Dated: _____

GARDEN GROVE SANITARY DISTRICT, a public body, corporate and politic,

By: _____

Its: General Manager

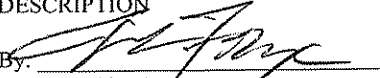
By: _____

Its: Secretary

Quitclaim Deed

City of Garden Grove

APPROVED AS TO FORM OTHER THAN LEGAL
DESCRIPTION

By: 
City Attorney

Date: 9/6/11

APPROVED AS TO EXECUTION AND DESCRIPTION

By: _____
Right of Way Agent

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

APN 231-191-01

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN A GRANT DEED RECORDED ON JUNE 29, 2000 AS INSTRUMENT NO. 20000343147, RECORDS OF SAID ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 30 FEET.

EXCEPTING THE SOUTHERLY 40 FEET AS DESCRIBED IN A DEED RECORDED ON JUNE 12, 1964 IN BOOK 7087, PAGE 78 OF OFFICAL RECORDS, RECORDS OF SAID ORANGE COUNTY.

THE ABOVE PARCEL OF LAND CONTAINS 18,420 SQUARE FEET (0.4229 ACRES), MORE OR LESS

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


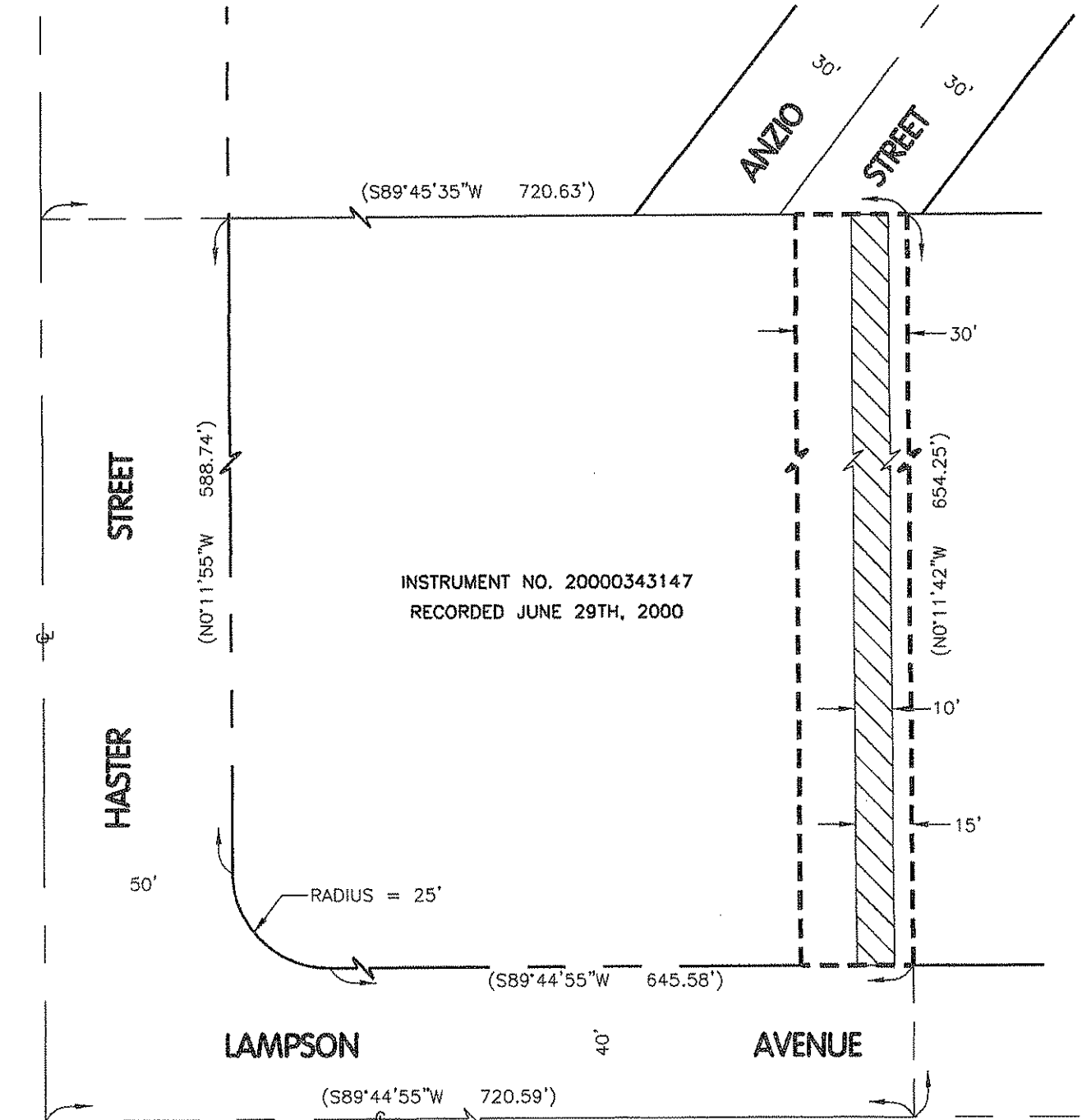
 10/6/10
RICHARD C. MAHER, P.L.S. 7564 DATE
THIS DOCUMENT IS PRELIMINARY UNLESS SIGNED



EXHIBIT "B"
 PLAT TO ACCOMPANY LEGAL DESCRIPTION



PERMANENT SEWER EASEMENT



TEMPORARY CONSTRUCTION EASEMENT DESCRIBED
 AREA: +/- 18,420 S.F. / 0.4229 AC.



INDICATES RECORD INFORMATION PER DEED
 RECORDED ON JUNE 12, 1964 IN BOOK 7087,
 PAGE 78 OF OFFICIAL RECORDS, RECORDS OF
 ORANGE COUNTY



KDM Meridian

22541 Aspan St., Ste C
 Lake Forest, CA 92630
 Phone: 949-768-0731
 Fax: 949-768-3731

APN 231-191-01