

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal  
Dept: City Manager  
Subject: APPROVAL OF FINAL TRACT MAP NO. TR-17247 AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 9301 CHAPMAN AVENUE

From: William E. Murray  
Dept: Public Works  
Date: June 12, 2012

OBJECTIVE

To receive City Council approval of the Final Tract Map No. TR-17247 and a Subdivision Improvement Agreement for the property at 9301 Chapman Avenue, Garden Grove.

BACKGROUND

On October 18, 2007, Tony Ngoc Dang and Thanh Thu Vu Dang received Planning Commission approval for Site Plan No. SP-432-07, Variance No. V-166-07, and Tentative Tract Map No. TT-17247. A copy of Planning Resolution No. 5617 is attached. On December 11, 2007, City Council approved Ordinance No. 2719 approving a zone change from R-2 limited multi-residential to R-3 multi-family residential.

DISCUSSION

The subject map is a one-lot condominium subdivision located on the north side of Chapman Avenue, west of Gilbert Street at 9301 Chapman Avenue, Garden Grove. The applicant is proposing to develop a 30,842 square foot site with eleven (11) three-story multiple-family dwelling units for the purpose of selling each unit as a condominium.

Street dedications have been granted on Chapman Avenue. A blanket easement for a domestic water system and appurtenances has also been dedicated. The vehicular access rights to Chapman Avenue along with subsurface water rights have also have been released and relinquished except at the access location approved by the City.

The Subdivision Improvement agreement includes bonds for the improvement of street, drainage, sewer, and water to guarantee the construction of these improvements for the development.

Staff has reviewed all documentation relating to this subdivision regarding City ordinances and the Subdivision Map Act, and finds this map to be in compliance.

FINANCIAL IMPACT

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

RECOMMENDATION

It is recommended that the City Council:

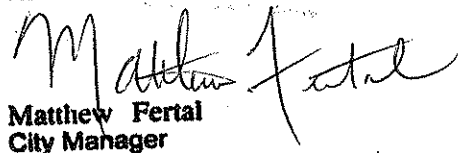
- Approve Final Tract Map No. TR-17247, the Subdivision Improvement Agreement for the property located at 9301 Chapman Avenue, Garden Grove,
- Accept the Subdivision Improvement Bonds and Insurance; and
- Authorize the City Manager to execute the Agreement on behalf of the City and make minor modifications as appropriate.



William E. Murray, P.E.  
Public Works Director/City Engineer

- Attachment 1: Planning Commission Resolution No. 5617  
Attachment 2: Final Tract Map No. TR-17247  
Attachment 3: Subdivision Improvement Agreement  
Attachment 4: Subdivision Improvement Bonds and Insurance

**Recommended for Approval**



**Matthew Feral**  
City Manager

# COMMUNITY DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

<b>AGENDA ITEM NO.:</b> C.4.	<b>SITE LOCATION:</b> North side of Chapman Avenue, between Loreleen Street and Gilbert Street at 9301 Chapman Avenue
<b>HEARING DATE:</b> October 18, 2007	<b>GENERAL PLAN:</b> Low Medium Density Residential. <b>PROPOSED:</b> Medium Density Residential processed separately as GPA-1-07
<b>CASE NO.:</b> Site Plan No. SP-432-07, Variance No. V-166-07 and Tentative Tract Map No. TT-17247, and Development Agreement	<b>ZONE:</b> R-2 (Limited Multiple-Family Residential) <b>PROPOSED:</b> R-3 (Multiple-Family Residential) processed separately as A-135-07
<b>APPLICANT:</b> Duc Nguyen	<b>CEQA DETERMINATION:</b> Negative Declaration
<b>PROPERTY OWNER:</b> Tony Ngoc Dang and Thanh Thu Vu Dang	<b>APN:</b> 132-413-29

## REQUEST:

The applicant is requesting approval of a Site Plan in order to construct eleven (11) three-story, multiple-family dwelling units on a 30,842 square foot lot; Variance approval to deviate from the required 10'-0" drive aisle and dwelling unit separation; minor deviation to allow two (2) of the units to exceed the maximum bathroom count; and Tentative Tract Map to create a one-lot subdivision for the purpose of selling each unit as a condominium. A Development Agreement is also included. The Site Plan, Variance, Tentative Tract Map, and the Development Agreement requests are in conjunction with a separately processed General Plan Amendment (GPA-01-07) and Zone Change (A-135-07).

## PROJECT STATISTICS:

	<b>Provided</b>	<b>Code Requirement</b>
<b>Lot Size</b>	30,842 S.F.	7,200 S.F.
<b>Building Coverage</b>	9,305 S.F. (31%)	15,421 S.F. (50%)
<b>Units</b>	11 units	14 units
<b>Parking</b>		
Enclosed	22	22
Guest	15	15
<b>Total Parking Spaces</b>	37	37
<b>Recreation Area</b>	3,640 S.F. <sup>1</sup>	3,300 S.F.
<b>Building Height</b>	30'-6"	35'-0"
<b>Building Setbacks</b>		
North (rear) 1 <sup>st</sup> Floor	49'-0"	10'-0"
2 <sup>nd</sup> Floor	49'-0"	20'-0"
3 <sup>rd</sup> Floor	62'-0"	40'-0"
South (front)	20'-0"	20'-0"
East (side)	10'-0"	10'-0"
West (side)	27'-7"	10'-0"

- The total recreation area includes the active recreation area, and the second and third story balconies greater than 49 square feet.

**Building Type Summary**

	<b>Number of Bedrooms/Baths</b>	<b>Unit Sizes<sup>2</sup></b>	<b>Total Number of Units</b>
<b>Building A</b>	3 Bed, 2.5 Baths	1,420 S.F. 1,425 S.F. 1,494 S.F. (2)	4
<b>Building B</b>	3 Bed, 2.5 Baths	1,395 S.F. 1,494 S.F. (2)	3
<b>Building C</b>	3 Bed, 2.5 Baths 2 Bed, 2.5 Baths 2 Bed, 3 Baths	1,547 S.F. 1,553 S.F. 1,577 S.F. 1,625 S.F.	4
<b>Total</b>			<b>11</b>

<sup>2</sup> Total living area, garages are not included.

**Third-Story Configuration<sup>3</sup>**

	<b>Total Building Area<sup>4</sup></b>	<b>50% Third-Story</b>	<b>Provided</b>
<b>Building A</b>	7,527 S.F.	3,763.6 S.F.	1,864 S.F. (26%)
<b>Building B</b>	5,665 S.F.	2,834 S.F.	1,420 S.F. (25%)
<b>Building C</b>	7,996 S.F.	3,998 S.F.	1,988 S.F. (25%)

<sup>3</sup> The Municipal Code limits the size of the third-story to 50% of the total building area. Each building is designed to comply with the 50% third-story configuration.

<sup>4</sup> The total building area includes the living area and the enclosed garages.

**BACKGROUND:**

The property is a 30,842 square foot lot, located on the north side of Chapman Avenue, between Loreleen Street and Gilbert Street. The property currently has a General Plan Land Use Designation of Low Medium Density Residential and is zoned R-2 (Limited-Multiple Residential).

The property is located in an area with existing single-family and multiple-family residences. The property abuts single-family homes to the north, a six (6) unit condominium to the east, and a nineteen (19) unit apartment complex to the west.

The property is currently improved with a vacant, one-story, medical office building that was constructed in 1958. The property owner proposes to demolish the structure in order to construct eleven (11) residential condominium units. In order to facilitate the proposed project, a General Plan Amendment (GPA-01-07) and a Zone Change (A-135-07) are being processed separately in order to change the land use designation from Low Medium Density Residential to Medium Density Residential, and to rezone the property from R-2 (Limited-Multiple Residential) to R-3 (Multiple-Family Residential). The vesting of the project is contingent upon the City Council approving and adopting the land use and zone change requests.

**DISCUSSION:**

**SITE PLAN:**

**Site Design and Circulation**

The proposed site design consists of three (3) detached, three-story residential buildings. Building A is located at the front of the lot; Building B is located at the center of the lot, while Building C will be located toward the rear of the lot. Buildings A and C will each consist of four (4) units, while Building B will consist of three (3) units.

Building A is designed to have the front entry to each unit oriented toward Chapman Avenue, while the units in Buildings B and C will have the front entry oriented toward the active recreation area.

The project site will be accessed from an internal pedestrian walkway that originates from Chapman Avenue. The pedestrian walkway runs along the front of the property, and circulates along the east side to access the units, the active recreation area, and the guest parking spaces.

The site will be accessed from a 25'-0" wide shared drive aisle that is located along the west side of the property. The shared drive aisle is used to access both the project site and the apartment complex to the west. The drive aisle extends from Chapman Avenue to the rear of the lot. The drive aisle will be used to access the enclosed garages, and the guest parking spaces located at the center and the rear of the lot. The drive aisle has been designed in accordance with City standards and is designed to provide the required turn-around access for trash trucks and emergency vehicles.

Currently, the shared drive aisle is 20'-0" wide. In order to accommodate the proposed project, the applicant is required to modify the width of the shared drive aisle from 20'-0" to 25'-0". This modification will ensure that the drive aisle has sufficient width to accommodate two-way vehicle traffic.

The project has been designed to comply with the parking requirements for new multi-family developments as outlined in the Title 9 of the Municipal Code. The project will provide a total of thirty-seven (37) on-site parking spaces to serve the proposed project. The parking will be provided in the form of a two-car enclosed garage per unit, and fifteen (15) guest parking spaces. Nine (9) parking spaces will be located along the rear property line, and six (6) parking spaces will be located at the center of the lot, and are designed as covered parking. The distribution and placement of the guest parking spaces will ensure that guest parking spaces are conveniently located to each unit.

The project will provide a trash enclosure that will be located at the rear of the lot, next to the guest parking spaces. In addition, the applicant is required to ensure

that the required parking spaces for the adjacent apartment complex will not be removed in order to accommodate the proposed development.

### Unit Design

Each unit located in Building A and B will have a similar floor plan design, while the units in Building C will have a slight variation in the floor plan design.

The layout of the units is as follows:

- **Building A:** The four (4) units located in Building A will range in size from 1,420 square feet to 1,494 square feet. The first floor will consist of a living room, a dining room, a kitchen, and a one-half (1/2) bath; the second floor will consist of two (2) bedrooms, one (1) bathroom, and a laundry room; while the third floor will consist of a master suite with a master bathroom.
- **Building B:** The three (3) units located in Building B will range in size from 1,395 square feet or 1,494 square feet. The first floor will consist of a living room, a dining room, a kitchen, and a one-half (1/2) bath; while the second floor will consist of two (2) bedrooms, one (1) bathroom, and a laundry room; while the third floor will consist of a master suite with a master bathroom.
- **Building C:** The four (4) units located in Building C will range in size from 1,547 square feet to 1,625 square feet. The first floor of each unit will consist of a living room, a dining room, a kitchen, and a one-half (1/2) bath. The second floor of Units C-1 and C-2 will consist of one (1) bedroom, a laundry room, one (1) bathroom (an additional one-half will be provided in Unit C-2), and an office/loft area that is open to the stairwell; while the third floor will consist of a master suite with a master bedroom and a loft area. The second floor of Units C-3 and C-4 will consist of two (2) bedrooms, one (1) bathroom, a laundry room, and a loft area that is open to the stairwell; while the third floor will consist of a master suite with a master bathroom and an office space. The loft area(s) of each unit are required to remain open area, and cannot be converted into bedrooms.

The applicant has designed Building C to comply with the second and third-story privacy provision requirements. The applicant has designed the floor plan in a manner that limits the rear elevation windows, that are oriented toward the R-1 zoned properties, to high windows. No standard size exit windows will be provided along the rear elevation.

### Building Architecture

The building elevations are designed to look like contemporary townhomes. The buildings incorporate the use of projecting and recessed architecture elements that enhance the building's façade, and minimize the mass of the building. Varied rooflines will also provide articulation to the building, and provide depth and dimension to the buildings appearance.

The architectural detailing on the elevations include the use of stone veneer along the base of the building, reveal lines, window shutters, varied window shapes, and decorative trim around the windows and doors. In addition, each unit will have a balcony located on the second and third floors that are designed as either a covered balcony or an open trellis balcony. Each open trellis will be supported by decorative tapered posts that compliment the architectural design of the building.

The exterior building materials will consist of a stucco finish that will be painted a natural color scheme consisting of complimentary browns, grays and beiges tones with accenting trim around the windows and the doors. The roofing material will consist of a Spanish or flat tile with a color that compliments the exterior finishes.

### Landscaping

The project will provide landscaping along the front, sides, and rear property lines, as well as within the perimeter of the property. The applicant is required to provide a landscape and irrigation plan to the City that complies with the landscaping requirements of Title 9 of the Municipal Code. Planning staff will review the type and location of all proposed plant materials.

As part of the landscape plan, a variety of trees, shrubs and flowers are required for all common and private areas. In order to provide privacy to the abutting single-family residences, the applicant is required to plant evergreen canopy, trees along the rear of the property. In addition, the applicant is required to install a mixture of trees and plant material along the drive aisle to enhance its appearance.

### Recreation Areas

The project provides a 1,341 square foot active recreation area that is located at the center of the lot, and that is conveniently located and accessible to each unit. The active recreation area consists of playground equipment, a picnic table, benches, and a barbecue. A pedestrian walkway and landscaping separates the units from the active recreation area.

Each unit will also have second and third-story balconies to satisfy the unit's private recreation area requirement. The private balconies comply with the minimum sizes required by the Municipal Code.

The combined total of private and common recreation area provided by the project exceeds the minimum amount required by the Municipal Code. The code requires 3,300 square feet of recreation area to be provided, and the project will provide a total of 3,640 square feet.

### VARIANCE:

Title 9 of the Municipal Code requires a minimum 10'-0" separation between the driveway and any habitable space of the unit located on the first and second floor. The 10'-0" drive aisle separation is intended to serve as a buffer to minimize impacts to the units. The applicant is requesting Variance approval to deviate from

the 10'-0" separation requirement in order to provide additional living area to each unit.

1. Finding: There are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other property or classes of use in the same vicinity or zone.

Reason: The property is restricted in design due to a shared drive easement located along the west property line that is used to access the subject site and the nineteen (19)-unit apartment complex to the west. The shared drive easement restricts the design of the proposed development around the existing drive aisle location, and reduces the design opportunities available to the property owner.

If the property was not affected by the share drive easement, the applicant could possibly place the drive aisle at the center of the lot, in a south to north direction from Chapman Avenue, and have units located on both sides of the drive aisle in a manner that complied with the separation requirements.

Furthermore, the property is the only multi-family zoned property that is affected by the shared drive easement. Approval of the Variance will allow the subject property to develop with residential units that are similar to that of the surrounding multi-family properties.

2. Finding: The Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone, but which is denied to the property in question.

Reason: The granting of the Variance will not give the property owner a special privilege over other property owners in the area since there are several existing multi-family developments located in the neighborhood that do not comply with the 10'-0" separation requirement between the driveway and the unit.

The property owner is requesting approval of a Variance in order to allow the living area of each unit to be closer to the drive aisle for the purpose of creating additional living area in each unit. The deviation will allow the second floor and third floor of each unit to be aligned with the wall of the garage. There are several multi-family developments, including the apartment complex directly to the west, and the six (6) unit condominium project to the east, which have the living area on the first and second floors located less than 10'-0" from the drive aisle.

Furthermore, units A-1 and C-1, located in Building A and C, will each have a 2'-7" separation from the drive aisle. A landscaped planter with a raised curb will be installed to separate the units from the drive aisle. This design is also consistent with the design of several existing multi-family projects located in the vicinity of the project site.



The request, to have the living area of each unit closer to the driveway, is consistent with the design of several existing multi-family developments located within the area, and the granting of the request will not give the property owner a special privilege over other property owners in the area.

3. Finding: The granting of such Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located.

Reason: The approval of the Variance will not be materially detrimental to the public welfare or injurious to the property or future residences since the Variance will allow the living area of the units to be closer to the driveway for the purpose of creating more livable units. Each unit will allow the living area located on the second and third floors to be aligned with the wall of the garage.

Units A-1 and C-1, located in Building A and C, will each have a 2'-7" separation between the drive aisle and the unit. A landscaped planter with a raised curb will be installed to separate the unit from the drive aisle.

Therefore, granting of the Variance will not be materially detrimental to the residents of the project, as the design is similar to that of the surrounding area.

4. Finding: The granting of such Variance will not adversely affect the comprehensive General Plan.

Reason: Granting approval of the proposed Variance will not adversely affect the City of Garden Grove's General Plan. The project is compatible with the multi-family projects located within the vicinity. The proposed project will be a valued addition to the area, will help improve a deteriorated lot, and will create additional living units in the immediate area; thereby furthering the goals of the City's Housing Element. Granting this Variance is in keeping with the spirit and intent of the General Plan.

MINOR DEVIATION:

Approval of a minor deviation is required in order to allow Units C-1 and C-2 in Building C to exceed the maximum bathroom count as allowed by the Municipal Code. In 2007, a Bathroom Ordinance was adopted by City Council that limited the number of bathrooms in a two (2)-bedroom unit to a maximum of two (2) bathrooms. Unit C-1 will have two (2) full bathrooms, and two (2) one-half baths, while Unit C-2 will have two and one-half bathrooms. The full bathrooms will serve each of the two (2) bedrooms, while the one-half bathrooms will serve as common bathrooms. The one-half bathroom will provide a convenience to persons using the living room and kitchen area in the first floor of each unit, while the additional one-half bathroom in Unit C-2 will provide a convenience to the persons utilizing the loft area.

The City's Water Services Division has reviewed the applicant's request, and has determined that there is adequate capacity to serve the number of bathrooms that are proposed.

TENTATIVE TRACT MAP:

In accordance with the State Subdivision Map Act, the applicant is requesting approval of Tentative Tract Map No. 17247 to create a one-lot subdivision for the purpose of selling each unit as a condominium. The Tentative Tract Map is in conformance with the City's General Plan, the City's subdivision ordinance, the zoning requirements, and the State's Subdivision Map Act for this site.

DEVELOPMENT AGREEMENT:

Since the project involves the construction of eleven (11) residential units, the applicant is required to enter into a Development Agreement with the City. The applicant will be guaranteed four years in which to construct the project and the City will receive from the developer a development impact fee not to exceed \$21,076. Development Agreement payments are designed to reduce the economic costs of new projects to the public and mitigate development-related impacts on the community. The Planning Commission recommendation on the Development Agreement will be forwarded to the City Council for final action.

**RECOMMENDATION:**

Staff recommends that the Planning Commission take the following action:

1. Adopt a Negative Declaration, and
2. Approve Site Plan No. SP-432-07, Variance No. V-166-07, Tentative Tract Map No. TT-17247 and the Minor Deviation, subject to the recommended Conditions of Approval.
3. Recommend approval of the Development Agreement to the City Council.

KARL HILL  
Planning Services Manager

By: Maria Parra  
Associate Planner

RESOLUTION NO. 5617

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE ADOPTING A NEGATIVE DECLARATION, AND APPROVING SITE PLAN NO. SP-432-07, VARIANCE NO. V-166-07, TENTATIVE TRACT MAP NO. TT-17247, MINOR DEVIATION AND RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on October 18, 2007, does hereby adopt a Negative Declaration, and approves Site Plan No. SP-432-07, Variance No. V-166-07, and Tentative Tract Map No. TT-17247 for land located on the north side of Chapman Avenue, between Loreleen Street and Gilbert Street, at 9301 Chapman Avenue, Parcel No. 132-413-29.

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

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-432-07, Variance No. V-166-07 and Tentative Tract Map No. TT-17247, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Duc Nguyen.
2. The applicant is requesting approval of a Site Plan in order to construct eleven (11) three-story, multiple-family dwelling units on a 30,842 square foot lot; Variance approval to deviate from the required 10'-0" drive aisle and dwelling unit separation; minor deviation to allow two (2) units to exceed the maximum bathroom count; and Tentative Tract Map to create a one-lot subdivision for the purpose of selling each unit as a condominium. A Development Agreement is also included. The Site Plan, Variance, Tentative Tract Map, and the Development Agreement requests are in conjunction with a separately processed General Plan Amendment (GPA-01-07) and Zone Change (A-135-07).
3. The Community Development Department has prepared a Negative Declaration for the project, that (a) concludes that the proposed project can not, or will not, have a significant adverse effect on the environment, (b) was

prepared and circulated in accordance with applicable law, including the California Environmental Quality Act, Public Resources Code of Regulations Section 15000 et. Seq.

4. The property has a General Plan designation of Low Medium Density Residential and is zoned R-2 (Limited-Multiple Residential). The site is currently improved with a vacant medical office building that was constructed in 1958. If the City Council approves General Plan Amendment (GPA-01-07) and the Zone Change (A-135-07), the project will be consistent with land use and the zoning designations.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by the City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on October 18, 2007, and all interested persons were given an opportunity to be heard.
8. Planning Commission gave due and careful consideration to the matter during its meeting on October 18, 2007; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Sections 9.24.030 are as follows:

FACTS:

The property is a 30,840 square foot lot, located on the north side of Chapman Avenue, between Loreleen Street and Gilbert Street. The property has a General Plan Land Use Designation of Low Medium Density Residential, and is zoned R-2 (Limited-Multiple Residential).

The property is located in an area that is improved with existing single-family and multi-family residences. The property abuts single-family homes to the north, a six (6) unit condominium project to the west, and a nineteen (19)-unit residential apartment complex to the east.

The property owner proposes to demolish the existing medical office building in order to construct eleven (11) multiple-family residential dwelling units. In order to facilitate the proposed project, a General Plan Amendment (GPA-01-07) and a Zone Change (A-135-07) are being processed separately from this request in order to

change the land use designation to Medium Density Residential, and to rezone the property to R-3 (Multiple-Family Residential).

The project has been designed to comply with the development standards of the R-3 development standards, with exception of the Variance. The project complies with the setbacks, parking, building height and open space requirements.

The construction of this project is contingent upon the City Council approving and adopting a General Plan Amendment (GPA-01-07) and a Zone Change (A-135-07).

FINDINGS AND REASONS:

**SITE PLAN**

1. The Site Plan complies with the spirit and intent of the provisions, conditions, and requirements of the Municipal Code and other applicable ordinances.

The property has a General Plan Land Use designation of Low Medium Density Residential and is zoned R-2 (Limited-Multiple Residential). The applicant is requesting a General Plan Land Use Amendment to change the land use designation from Low Medium Density Residential to Medium Density Residential, and a Zone Change to change the zone of the property from R-2 (Limited-Multiple Residential) to R-3 (Multiple-Family Residential) in order to facilitate the proposed project. The General Plan Land Use Amendment and the Zone Change requests are being processed separately as GPA-01-07 and A-135-07. If the City Council adopts the proposed amendments, the project will be consistent with the land use and the zoning designations.

The project has been designed to comply with the R-3 development standards, with exception of the proposed Variance. The project complies with the setbacks, landscaping, private and common recreation areas, parking, and the building height requirements of the R-3 zone. The R-3 zone allows for three-story residential projects. The project is compatible with the existing multi-family neighborhood, which has a mixture of single and multi-family residences. The proposed project will be a valued addition to the area, will help improve a deteriorated lot, and will provide additional housing units in the immediate area; thereby furthering the goals of the City's Housing Element. Therefore, the project complies with the General Plan Land Use designation, the R-3 zone, and all other applicable ordinances.

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

The property will be accessed from a 25'-0" wide shared drive aisle from Chapman Avenue. The shared drive aisle will be used to access the project site, and the nineteen (19)-unit apartment complex to the west. The shared drive aisle will be modified from its current width of 20'-0" to 25'-0" in order to comply with the City's standard drive aisle width. The design will accommodate two-way traffic, and will provide the required turn-around access for trash trucks and emergency vehicles.

The project will provide a total of thirty-seven (37) on-site parking spaces in the form of a two (2) car enclosed garage per unit, and fifteen (15) guest parking spaces. An internal pedestrian walkway that originates from Chapman Avenue will be provided to access the property.

The City's Traffic Engineering Section has reviewed the proposed project, and all appropriate conditions of approval and mitigation measures will minimize any adverse impacts to surrounding streets.

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

The Public Work's Department has reviewed the plans and all appropriate conditions of approval have been incorporated. The proposed development will provide landscaping and proper grading of the site to provide adequate on-site drainage. All other appropriate conditions of approval and mitigation measures have been included, which will minimize any adverse impacts to surrounding streets.

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

The Public Work's Department has reviewed the project, and has incorporated all the appropriate conditions of approval and mitigation measures to minimize any adverse impacts.

5. The development does have a reasonable degree of physical, functional, and visual compatibility with neighboring uses and desirable neighborhood characteristics.

The project has been designed in accordance with the R-3 (Multiple-Family Residential) development standards, with exception of the Variance. The property is located in an area with existing single and multi-family residences. Multiple-family residences are allowed in the R-3 zone.

The R-3 zone allows for three-story residential projects. The project will be the first three-story residential development in the immediate area. The surrounding multi-family developments are currently two-stories in height. The project has been designed to provide a building design that incorporates projecting and recessed building masses to minimize the volume of the buildings. The proposed project will be compatible with the existing multi-family developments in the area. The project will provide landscaping along the front setback and within the property. The proposed project will help to improve a deteriorated lot. Therefore, the project will have a reasonable degree of physical, functional, and visual compatibility with neighborhood.

6. Through the planning and design of buildings and building placement, the provision of open space landscaping and other site amenities will attain an attractive environment for the occupants of the property.

The project has been designed in accordance with City Code provisions for providing an adequate amount of private and common recreation area. Each unit is designed with second and third-story private balconies that exceed the minimum area required by the Municipal Code. Furthermore, the project will have an active recreation area that will be equipped with playground equipment, a picnic table, and a barbeque grill for residents to use that complies with the minimum area required by code.

In addition, the project is designed to provide attractive landscaping in the form of trees, shrubs and flowerbeds along the required setbacks, within the property perimeter, and in the recreation areas.

## **VARIANCE**

1. **Finding:** There are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other property or classes of use in the same vicinity or zone.

**Reason:** The property is restricted in design due to a shared drive easement located along the west property line that is used to access the subject site and the nineteen (19)-unit apartment complex to the west. The shared drive easement restricts the design of the proposed development around the

existing drive aisle location, and reduces the design opportunities available to the property owner.

If the property was not affected by the share drive easement, the applicant could possibly place the drive aisle at the center of the lot, in a south to north direction from Chapman Avenue, and have units located on both sides of the drive aisle in a manner that complied with the separation requirements.

Furthermore, the property is the only multi-family zoned property that is affected by the shared drive easement. Approval of the Variance will allow the subject property to develop with residential units that are similar to that of the surrounding multi-family properties.

2. Finding: The Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same vicinity and zone, but which is denied to the property in question.

Reason: The granting of the Variance will not give the property owner a special privilege over other property owners in the area since there are several existing multi-family developments located in the neighborhood that do not comply with the 10'-0" separation requirement between the driveway and the unit.

The property owner is requesting approval of a Variance in order to allow the living area of each unit to be closer to the drive aisle for the purpose of creating additional living area in each unit. The deviation will allow the second floor and third floor of each unit to be aligned with the wall of the garage. There are several multi-family developments, including the apartment complex directly to the west, and the six (6) unit condominium project to the east, which have the living area on the first and second floors located less than 10'-0" from the drive aisle.

Furthermore, units A-1 and C-1, located in Building A and C, will each have a 2'-7" separation from the drive aisle. A landscaped planter with a raised curb will be installed to separate the units from the drive aisle. This design is also consistent with the design of several existing multi-family projects located in the vicinity of the project site.

The request, to have the living area of each unit closer to the driveway, is consistent with the design of several existing multi-family developments located within the area, and the granting of the request will not give the property owner a special privilege over other property owners in the area.



3. Finding: The granting of such Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located.

Reason: The approval of the Variance will not be materially detrimental to the public welfare or injurious to the property or future residences since the Variance will allow the living area of the units to be closer to the driveway for the purpose of creating more livable units. Each unit will allow the living area located on the second and third floors to be aligned with the wall of the garage.

Units A-1 and C-1, located in Building A and C, will each have a 2'-7" separation between the drive aisle and the unit. A landscaped planter with a raised curb will be installed to separate the unit from the drive aisle.

Therefore, granting of the Variance will not be materially detrimental to the residents of the project, as the design is similar to that of the surrounding area.

4. Finding: The granting of such Variance will not adversely affect the comprehensive General Plan.

Reason: Granting approval of the proposed Variance will not adversely affect the City of Garden Grove's General Plan. The project is compatible with the multi-family projects located within the vicinity. The proposed project will be a valued addition to the area, will help improve a deteriorated lot, and will create additional living units in the immediate area; thereby furthering the goals of the City's Housing Element. Granting this Variance is in keeping with the spirit and intent of the General Plan.

### **TENTATIVE TRACT MAP**

1. The proposed Tentative Tract Map is consistent with all the elements of the Garden Grove General Plan, Subdivision Map Act, and the Subdivision Ordinance Section of the Municipal Code.

The proposed map is consistent with the provisions of the General Plan for the land use designation of Medium Density Residential once the City Council adopts General Plan Amendment No. GPA-1-07 and Zone Change No. A-135-07. The number of residential units does not exceed the density range allowed under the site's General Plan Land Use Designation as the project has 19.5 dwelling units per acre and the General Plan designation

allows for up to 32 dwelling units per acre. Although the project has a project density range of 19.5 dwelling units per acre, the maximum density allowed for this site, under the R-3 zone is fourteen (14) dwelling units. The project proposes eleven (11) dwelling units.

2. The design and improvement of the proposed subdivision are consistent with the General Plan.

The design and improvements of the proposed map are consistent with the General Plan in that the project complies with all applicable development standards with exception of the Variance. With the conditions of approval as recommended by staff, the design and improvement of the subject site is consistent with the spirit and intent of the General Plan provisions for location of the units and proximity to similar uses.

3. The site is physically suitable for the type of development and complies with the spirit and intent of the Municipal Code.

The site is physically suitable for the proposed development in that it does not exceed the maximum density allowed under the General Plan designation of Medium Density Residential. The General Plan allows densities that range from 21.1 to 32 units per acre. The project proposes 19.5 units per acre.

The project also complies with the development requirements of the R-3 zone, with exception of the Variance. The maximum number of units allowed on this property based on the lot size is fourteen (14) units; the applicant proposes to construct eleven (11) units. The development provides the minimum parking requirement, and the setback, landscaping, and recreation area requirements. In addition, the internal circulation complies with the City standards and provides adequate access for emergency vehicles and trash pick-up.

4. The requirements of the California Environmental Quality Act have been satisfied.

The requirements of the California Environmental Quality Act have been satisfied. A Negative Declaration will be adopted in accordance with the California Environmental Quality Act. Staff has prepared a Negative Declaration for this project pursuant to CEQA guidelines. Mitigation measures required as part of the Negative Declaration have been incorporated into the project.

5. The site is physically suitable for the proposed density of the development.

The site is physically suitable for the density proposed by the developer. The property is 30,842 square feet in size. The proposed project is to construct eleven (11), three-story, residential dwelling units. Tentative Tract Map No. TT-17247 creates a one-lot subdivision for the purpose of selling each unit as a condominium. The property is sufficient in size to accommodate the proposed development, and complies with all applicable provisions of the City of Garden Grove Municipal Code, including the building setbacks, and landscape requirements, with the exception of the Variance.

6. The design of the project and the proposed improvements are not likely to cause serious public health problems.

The design of the subdivision and the proposed improvements are not likely to cause serious public health problems since conditions of approval will be in place to safeguard the public health. City Departments, including Traffic Division, Water Division, Engineering Division, Fire Department, and the Planning Division have reviewed the proposed development and have applied conditions of approval as mitigating measures against any potential negative impacts that the project may have on the community.

7. The design of the project and the proposed improvements will not conflict with easements of record or easements established by court judgment acquired by the public at large for access through or use of property within the subdivision; or, if such easements exist, alternate easements for access or for use will be provided and these will be substantially equivalent to the ones previously acquired by the public.

The design of the subdivision and the proposed improvements will not conflict with easements of record or easements established by court judgment acquired by the public at large for access through or use of property within the proposed subdivision. The project has been designed to avoid development over existing easements.

8. The design and improvement of the proposed subdivision are suitable for the uses proposed and the subdivision can be developed in compliance with the applicable zoning requirements.

The design and improvement of the subdivision is suitable for the proposed eleven (11)-unit residential condominium project, and the subdivision, as proposed, meets the spirit and intent of the General Plan, and the Subdivision Map Act.

9. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

The project has been designed in accordance with Government Code Section 66473.1, which encourages the orientation of the units to take advantage of shade and prevailing breezes.

10. The design, density, and configuration of the subdivision strike a balance between the effect of the subdivision on the housing needs of the region and public service needs. The character of the subdivision is compatible with the design of existing structures, and the lot sizes of the subdivision are substantially compatible with the lot sizes within the general area.

The project has been reviewed in relation to the housing needs and goals of the City and is compatible with existing residential projects in the vicinity. The property is located in an area with existing single and multi-family residences. The proposal is to construct eleven (11) new condominium units, which will increase the number of available housing in the area, and further the goals of the Housing Element of the General Plan. The project complies with the density requirements of the General Plan, as well as the R-3 development standards, including the minimum lot size requirement.

### **MINOR DEVIATION**

1. The proposed minor deviation will not adversely affect the City's General Plan or Redevelopment plan.

The minor deviation will not adversely affect the City's General Plan since the minor deviation request is to exceed the maximum bathroom count in two (2) of the units for convenience purposes. Unit C-1 will have two (2) full bathrooms, and two (2) one-half baths, while Unit C-2 will have two and one-half bathrooms. The full bathrooms will serve each of the two (2) bedrooms, while the one-half bathrooms will serve as common bathrooms. The one-half bathroom will provide a convenience to persons using the living room and kitchen area in the first floor of each unit, while the additional one-half bathroom in Unit C-1 will provide a convenience to the persons utilizing the loft area.

2. The proposed minor deviation will not adversely affect the health, peace, comfort or welfare of the persons residing or working on adjoining properties as created.

The minor deviation will not adversely affect the health, peace, comfort or welfare of the persons residing or working on adjoining properties as the

minor deviation pertains to exceeding the bathroom count for convenience purposes. The minor deviation will allow Units C-1 and C-2 to exceed that bathroom count in order in order to provide a one-half on the first floor to serve visitors, and an additional one-half bathroom on the second floor of Unit C-1 to serve the loft area.

Additionally, the City's Water Services Division has reviewed the request and has determined that there is adequate sewer capacity to serve the number of bathrooms that are proposed.

4. The proposed deviation complies with all other applicable Title 9 provisions.

With exception of the Variance request to deviate from the unit and drive aisle separation, the project has been designed to comply with the R-3 development standards of Title 9 of the Municipal Code.

#### INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan, Variance, Tentative Parcel Map, Minor Deviation and Development Agreement possesses characteristics that would justify the request in accordance with Municipal Code Sections No. 9.24.030.3 (Site Plan), 9.24.030.6 (Variance), 9.24.030.11 (Minor Deviations), Section 9.32.060 (Tentative Maps), and California Government Code Section 65864 (Development Agreements).
2. In order to fulfill the purpose and intent of the Municipal Code and thereby promote the health, safety, and general welfare, the attached Conditions of Approval (Exhibit "A") shall apply to Site Plan No. SP-432-07, and Variance No. V-166-07, and Tentative Tract Map No. 17247.
3. The vesting of this project is contingent upon the City Council approving and adopting General Plan Amendment (GPA-01-07) and a Zone Change (A-135-07).

ADOPTED this 18th day of October, 2007.

/s/ RON PIERCE  
VICE CHAIR

I HEREBY CERTIFY that the foregoing resolution was duly adopted at the regular meeting of the Planning Commission of the City of Garden Grove, State of California, held on October 18th, 2007, by the following votes:

AYES:	COMMISSIONERS:	BANKSON, BEARD, NGUYEN, PIERCE
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	BRIETIGAM, CHI, PAK

/s/ JUDITH MOORE  
SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is November 8th, 2007.

## **EXHIBIT "A"**

**Site Plan No. SP-432-07  
Variance No. V-166-07  
Tentative Tract Map No. TT-17247**

9301 Chapman Avenue

### **CONDITIONS OF APPROVAL**

#### **GENERAL CONDITIONS**

1. The applicant shall record a "Notice Of Agreement With Conditions of Approval and Discretionary Permit," as prepared by the City Attorney's Office, on the property. Proof of such recordation is required prior to the issuance of any building permits. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval of the Planning Commission.
2. Approval of this Site Plan, Variance, and Tentative Tract Map shall not be construed to mean any waiver of applicable and appropriate zoning regulations or any Federal, State, County and City laws and regulations. Unless otherwise expressly specified, all other requirements of the Garden Grove Municipal Code shall apply. The applicant shall obtain, and abide by, any necessary permits or licenses required to conduct the use in compliance with applicable laws.
3. The approved floor plan, site plan, building design, and the use of the property is an integral part of the decision approving this Site Plan, Variance, and Tentative Tract Map application. There shall be no change in the design of the plans without the approval of the Community Development Department. Any change in the approved plans or use of the property, that has the effect of expanding or intensifying the proposed development, shall obtain the appropriate entitlements.
4. All conditions of approval shall be implemented at the applicant's expense, except where specified in the individual condition.

#### **Engineering Services Division**

5. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks and basement and septic facilities. Any soil or groundwater contamination shall be remediated prior to the issuance of a building permit in a manner meeting the approval of the City Engineer in concert with the Orange County Health Department.

The report shall also make recommendations for pavement design of the interior private street.

6. A separate street permit is required for work performed within the public right-of-way.
7. Grading plans prepared by a registered Civil Engineer are required. The grading plan shall be based on a current survey of the site, including adjacent properties, and designed to preclude cross-lot drainage. Minimum grades shall be 0.50% for concrete flow lines, 1.25% for asphalt surfaces and 2.0% for landscaped areas. The grading plan shall also include water and sewer improvements.
8. The applicant shall be subject to Traffic Mitigation Fees.
9. Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by the City Building Official, the applicant shall submit to the City for review and approval a Water Quality Management Plan that:
  - a. Addresses Site Design BMPs such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, and conserving natural areas.
  - b. Incorporates the applicable Routine Source Control BMPs as defined in the DAMP.
  - c. Incorporates Treatment Control BMPs as defined in the DAMP.
  - d. Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs.
  - e. Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs .
  - f. Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
10. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
  - a. Demonstrate that all structural best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications.



- b. Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
  - c. Demonstrate that an adequate number of copies of the approved Project WQMP are available onsite.
  - d. Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
11. The applicant shall design the project entrance driveway approach in accordance with City Standard Plan B-120.
  12. The existing driveway approach along Chapman Avenue shall be removed and curb, gutter and sidewalk shall be constructed in accordance with City Std. Plans B-113 (Type C-8) and B-106, respectively.
  13. The applicant shall remove the existing landscaping within the sidewalk area along Chapman Avenue. New 8' wide sidewalk shall be constructed adjacent to the curb per City Standard Plan B-106.
  14. The applicant shall provide a hydrological analysis with scaled map and calculations and hydraulic calculations to size drainage facilities per Orange County Resources & Development Management Department standards.
  15. TIES TO HORIZONTAL CONTROL: Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Sub article 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
  16. DIGITAL MAP SUBMISSION: Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital graphics file of said map in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Sub article 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
  17. Prior to the issuance of a building permit, the applicant shall design and construct an on-site drainage system in a manner meeting the approval of the City Engineer.
  18. Prior to recordation of a final map, the applicant shall widen the existing access easement to 25 feet in a manner meeting the approval of the City Engineer.

19. Prior to recordation of a final map, the applicant shall remove the power pole along the frontage of the project site on Chapman Avenue and underground the utilities in a manner meeting the approval of the City Engineer.
20. Any new trash enclosures shall be constructed per Garden Grove Standard Plan B-502. The trash enclosures shall be located to allow pick-up and maneuvering, including turn-arounds, in the area of the enclosures.
21. Prior to issuance of a grading permit, applicant shall provide a five-foot wide hammerhead between buildings "A" and "B" in a manner meeting the approval of the City Engineer.
22. Prior to the issuance of a building permit, the applicant shall design the garage doors with an 18-foot wide opening in a manner meeting the approval of the City Engineer.
23. Prior to issuance of a grading permit, applicant shall provide a path of pedestrian travel (on-site sidewalk) connected directly to the City sidewalk in a manner meeting the approval of the City Engineer.

#### **Fire Department**

24. All the buildings shall be completely sprinkled per the California Fire Code Standards, NFPA 12R standards.
25. All the buildings shall have complete alarm system and emergency lighting per the California Fire Code, NFPA 72 standards.
26. A Fire Department road access with minimum clearances of 20'-0" wide by 13'-6" tall shall be maintained on the property at all times. The current driveway easement serving the nineteen (19) unit apartment complex shall be maintained throughout the duration of the construction that will allow ease of access to any emergency or trash pick-up vehicles.
27. The existing street fire hydrant shall be fully operational prior to construction with combustible materials.
28. An on-site private fire hydrant shall be installed using the City of Garden Grove water specification for fire hydrants. The on-site fire hydrant shall be fully operational prior to construction with combustible materials. The Fire Department shall review and approval the location of the on-site fire hydrant.
29. At the time of plan check, the Garden Grove Fire Department shall have the option to add or delete items per the California Fire Code and the California Building Code.

30. The project shall provide and maintain at all times a Fire Department turn-around at the rear of the project.
31. The project shall provide a Fire Department connection that faces Chapman Avenue, located on the east side of the property. The Fire Department shall approve the location of the fire connection device.

**Community Development Department**

32. The applicant shall submit detailed plans, showing the proposed location of utilities and mechanical equipment, to the Community Development Department for review and approval prior to submitting plans into the Building Division Plan Check process. The project shall also be subject to the following:
  - a. All on-site and off-site utilities pertaining to the improvements proposed under this Site Plan, Variance, and Tentative Tract Map, shall be installed or relocated underground.
  - b. All above-ground utility equipment (e.g., electrical, gas, telephone, cable TV, water meters, electrical transformer) shall not be located in the street setback, within the common areas, or any parking areas, and shall be screened to the satisfaction of the Community Development Director. The applicant shall relocate the water meters and the electrical transfer outside of the front setback area.
  - c. No roof-mounted mechanical equipment including, but not limited to dish antennas, shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community Development Department prior to the issuance of building permits. Said screening shall block visibility of any roof-mounted mechanical equipment from view of public streets and surrounding properties.
  - d. All ground or wall-mounted mechanical equipment shall be screened from view from any place on or off the site.
  - e. No exterior piping, plumbing, or mechanical ductwork shall be permitted on any exterior façade and/or be visible from any public right-of-way or adjoining property.
33. Hours and days of construction and grading shall be as set forth in the City of Garden Grove Municipal Code Section 8.47.010 referred to as the county Noise Ordinance as adopted, except that:
  - a. Monday through Friday – not before 7:00 a.m. and not after 5:00 p.m.

- b. Saturday – not before 8:00 a.m. and not after 5:00 p.m. All construction activity on Saturday shall be limited to interior construction only.
  - c. Sunday and Federal Holidays – no construction shall occur.
34. The Applicant shall submit a complete and permanent landscape and irrigation plan. The plan shall be submitted to, and be approved by, the Community Development Department, Planning Services Division prior to the issuance of building permits. The landscaping plan shall comply with all the landscaping requirements as specified in Title 9 of the City of Garden Grove Municipal Code. Said plan shall include substantial plantings that create a natural setting and include type (both common and botanical names), size, location and quantity of all plant material. Particular attention shall be paid to enhance landscaping for the walkway areas. The plans shall include irrigation plans and staking and planting specification. The landscape plan shall also include the following:
- a. A complete, permanent, automatic remote control irrigation system shall be provided for all landscape areas shown on the plan. Subsurface irrigation systems are encouraged. The irrigation plan for the trees planted in the setback areas, adjacent to the sidewalks, shall have a deep-water irrigation system that shall be specified on the landscape plan. If sprinklers are used, they shall be low flow/precipitation sprinkler heads for water conservation.
  - b. The plan shall provide a mixture of a minimum of ten percent (10%) of the trees at 48-inch box, ten percent (10%) of the trees at 36-inch box, fifteen percent (15%) of the trees at 24-inch box and sixty percent (60%) of the trees at 15-gallon, the remaining five percent (5%) may be of any size. Where clinging vines are used for covering walls, Boston Ivy shall be considered among other similar plantings. All proposed trees shall be non-weeping, evergreen trees that require minimal maintenance.
  - c. The condominium owners/home owner association shall be responsible for all installation and permanent maintenance of all landscaping on the property. Said responsibility shall extend to the parkway landscaping, sidewalk, curb, and pavement of the site. All planting areas are to be kept free of weeds, debris, and graffiti.
  - d. The landscaping treatment along the Chapman Avenue frontage, including the area designated as public right-of-way, all common areas, and the side and rear setbacks, shall incorporate a mixture of groundcover, flowerbeds, shrubs and trees to enhance the appearance of the property. The Community Development Department shall review the type and location of all proposed trees and plant materials.

- e. No trees shall be planted closer than five feet (5') from any public right-of-way. Trees planted within ten feet (10') of any public right-of-way shall be planted in a root barrier shield. All landscaping along the street frontages located adjacent to the driveway shall be of the low-height variety to ensure a safe sight clearance.
  - f. All above ground utilities (e.g., water backflow devices, electrical transformers, irrigation equipment, etc.) shall be shown on the landscaping plan in order to ensure proper landscape screening will be provided.
  - g. The applicant shall install evergreen canopy trees along the north (rear) property line in order to provide privacy to the abutting Single-Family Residential (R-1) zone properties. The Planning Division shall approve all proposed trees.
  - h. The applicant shall install Italian Cypresses along the front of each building, and along the drive aisle, as shown on the rendered elevations. In addition, the applicant shall provide bougainvilleas on all open balconies with trellises, as shown on the rendered elevations.
35. The developer/property owner shall prepare Covenants, Conditions and Restrictions (CC&R's) for review and approval by the City's Attorney's Office and the Community Development Department prior to the issuance of building permits. The approved CC&R's shall be recorded at the same time that the subdivision map is recorded. Two copies of the recorded CC&R's shall be provided to the Planning Division. The CC&R's shall include the following:
- a. All units shall maintain the ability to park two (2) vehicles within the enclosed garage. The enclosed garages shall not be converted to any other use.
  - b. There shall be no business activities, day care, or garage sales conducted within or from the enclosed garages.
  - c. Garages shall not be rented or leased separately from the dwelling units and shall not be made unavailable to the occupants of the units.
  - d. Residents shall not park or store vehicles anywhere on the site except within the garage of their dwelling unit; however, the parking spaces may be utilized by residents and guests for temporary parking.
  - e. Parking and storage of boats, recreational vehicles, or commercial vehicles on the property is prohibited.

- f. Each residence shall be utilized as one (1) dwelling unit. No portion of any residence shall be utilized or rented as a separate dwelling unit.
- g. Second and third story balconies shall remain open and shall not be enclosed at any time. There shall be no storage allowed in the balconies at any time.
- h. Best Management Practices shall be incorporated to detour and/or abate any graffiti vandalism throughout the project and throughout the life of the project.
- i. The CC&R's shall provide provisions for the tenants a means of contacting persons responsible for site maintenance, repairs, trash pick-up, and other related matters for a development of this type. This shall also include scheduling of maintenance of such items as the common recreation area, the common landscape area, etc.
- j. The CC&R's shall include stipulations that maintenance of the drive aisles, storm drain, sewer system, and open space areas is the responsibility of the condominium owners/home owner association, including the common recreation area, and the common landscape areas.
- k. The CC&R's shall include specific provision addressing the time and days of trash pick-up. The condominium owners /homeowner association shall provide sufficient trash pick-up times per week. The trash bin shall be kept inside the trash enclosure, and gates closed at all times except during disposal and pick-up.
- l. There shall be no parking allowed along the drive-aisle, except within the designated guest parking spaces. All curbs not designated as parking areas shall be painted red, including the curb located along the main drive aisle.
- m. The office/loft areas located on the second and third floors of Building C shall remain as common open areas at all times, and shall not be converted into sleeping rooms.
- n. The above stipulations shall not be modified without approval of the City of Garden Grove. The CC&R's shall contain a provision that indicates the CC&R's may not be terminated or substantially amended without the consent of the City and the Developer's successor-in-interest.
- o. The CC&R's shall include language regarding the responsibilities of the Homeowner's Association under the National Pollutant Discharge Elimination System (NPDES) regulations.

- p. The Association shall file with the City Community Development Department the name, address, and telephone number of a least one (1) member of the Association Board, and where applicable, the Association's management company, before January 1<sup>st</sup> of each year.
  
- L. The following provisions shall be included within the CC&R's:
  - i. Enforcement: The city is hereby made a party to these Declarations solely for purposes of enforcing its provisions and the Conditions of Approval of Site Plan No. SP-432-07, Variance No. V-166-07, and Tentative Tract Map No. TT-17247. The City, its agents, departments and employees shall have the unrestricted right and authority, but not the obligation, to enforce the provisions of these Declarations and the Conditions of Approval of Site Plan No. SP-432-07, Variance No. V-166-07, and Tentative Tract Map No. TT-17247. The City, its agents, departments and employees may further refuse to issue any building, electrical or plumbing permit that may be in violation of these Declarations or Site Plan No. SP-432-07, Variance No. V-166-07, and Tentative Tract Map No. TT-17247 approvals. However, the City shall not be liable for failing or refusing to enforce the provisions of these Declarations or the Conditions of Approval of Site Plan No. SP-432-07, Variance No. V-167-07, and Tentative Tract Map No. TT-17247.
  
  - ii. Assessments: The City may levy special assessments against the properties in connection with its actions to enforce the conditions of these Declarations or Site Plan No. SP-432-07, Variance No. V-166-07, and Tentative Tract Map No. TT-177247 approvals, or to abate the violation thereof. The City shall have the same power as the Association to levy special assessments pursuant to the provisions of [SECTION] of these Declarations in the event that it incurs expenses in the enforcement of the conditions of these Declarations or Site Plan No. SP-432-07, Variance No. V-166-07, and Tentative Tract Map No. TT-17247 approvals. Notice of intention to make such assessment shall be mailed by the City to the Owner of each affected [LOT/UNIT] affording the Owner thirty (30) days' notice to satisfy or reimburse the City's expenditure. In the event of the failure of any Owner of any affected [LOT/UNIT] to reimburse the City within thirty (30) days, notice of such assessment shall be mailed by the City to said Owner, and said assessment shall thereafter be due as a separate debt to the City within thirty (30) days following the mailing of such notice. Any such delinquent assessment may be and may become a lien upon the

interest of the defaulting Owner in the Lot upon the execution by the City and the recording in the Orange County Recorder's office of a notice of delinquent assessment under the same conditions that the Association could record the same pursuant to the provisions of [SECTION]. The City may foreclose on such notice of delinquent assessment in the same manner and with the same power as the Association could foreclose on such notice pursuant to the provisions of [SECTION]. It is the intent of Declarant, which intent shall be binding upon all of Declarant's successors in interest in the Properties, that the City shall be deemed an interest holder pursuant to the provisions of these Declarations in order to enforce the rights which have been given to the City generally in these Declarations and specifically pursuant to this Section.

- iii. Attorney Fees: The City shall be entitled to recover its attorney's fees incurred in connection with its actions to enforce the conditions of these Declarations or Site Plan No. SP-432-07, Variance No. V-166-07, and Tentative Tract Map No. TT-17247 approvals, or to abate the violation thereof.
- iv. Public Safety Access: The Police and Fire Department personnel may enter upon any part of the common area for the purpose of enforcing State and Local laws.

- 36. The facades of the units shall be designed with sound attenuation features including the installation of dual pane windows. These features shall be approved by the Community Development Department prior to the issuance of building permits.
- 37. Prior to submittal of working drawings for plan check, the Developer shall submit detail drawings showing the exterior of all building, architectural details, and window and door treatments. The garage doors shall be automatic roll-up type doors. The second floor windows shall, to the extent feasible, be oriented away from the existing single-family homes and the recreation areas/amenities of the adjacent residential dwelling units. Visual intrusion mitigation measures shall be used such as the use of high windows, window alignment, and obscure glass window glazing. The Planning Services Division shall approve the location and type of windows used on the second and third floors.
- 38. Prior to submittal of working drawings for Planning Division, Engineering Division and Building Plan Check, the developer shall submit to the Community Development Department a detailed and dimensioned plot plan, floor plans, exterior elevations and landscape plans that reflect the above conditions of



approval. The plans shall indicate landscape materials, wall materials and building materials proposed for the project.

39. Any proposed entry sign shall require a separate permit and shall be installed in accordance with the provisions of the City's Sign Ordinance, and shall be approved by the Community Development Department prior to installation.
40. Each unit shall have phone jacks and cable-TV outlets in all rooms, with the exception of the laundry area, hallways, and bathrooms.
41. Mechanical equipment, including air conditioning units, Jacuzzi spa equipment, sump pump, etc., shall not be located closer than three (3) feet to any property line. The equipment shall only be located in an enclosed rear or side yard, and only if the above distance stipulation is met. If either unit is not provided with an air conditioning condensing unit, a place shall be designated for the location of such on the property that allows for a ground mounted unit, minimizes noise intrusion to adjacent units, and allows for ease of installation per the distance separation requirements noted immediately above. No wall mounted or roof type of air conditioning system is permitted.
42. All new lighting structures shall be placed so as to confine direct rays to the subject property. All exterior lights shall be reviewed and approved by the Planning Services Division. Lighting adjacent to the residential properties to the north, west, and east, shall be restricted to low decorative type wall-mounted lights, or a ground lighting system. Lighting shall be provided throughout all parking and drive areas. Lighting shall be directed, positioned, or shielded in such a manner so as to not unreasonably illuminate the windows of the units within the project and of the adjacent residences. Lighting in the common recreation areas shall be provided at a maximum one-foot light candle during the hours of darkness. Decorative and matching lighting shall be provided at the entrance to each unit, and shall also be included along the drive aisle.
43. The applicant shall maintain a six-foot high block wall along the east and north property lines, as measured from the new finished grade, at all times. If the height of the existing eastern block wall, increases to comply with this condition, the wall shall be developed to City Standards or designed by a Registered Engineer, and shall be measured from the on-site finished grade.
44. A new six-foot high block wall shall be constructed along the rear property line, as measured from the finished grade. The block wall shall be of a slump block and color similar to that of the existing rear block wall for the apartment complex. The applicant shall install clinging vines along the north and east perimeter walls, such as Boston Ivy or other similar plantings, to deter graffiti.

45. The applicant shall work with the existing property owners along the project perimeter in designing and constructing the perimeter block walls. This requirement is to avoid having double walls and minimize any impact that it might cause to the existing landscaping on the neighbor's side as much as possible. The perimeter block wall shall be constructed and situated entirely within the subject property. In the event that the applicant cannot obtain approval from the property owners, the applicant shall construct the new wall with a decorative cap to be placed between the new and existing walls.
46. No fence greater than 36-inches in height shall be located within a setback distance of twenty-feet as measured from the front property line. Wood fencing located adjacent to any street, parking area, or driveway is prohibited. The applicant shall work with the Community Development Department in order to ensure proper vision clearance for cars entering or leaving the driveway or parking spaces. The applicant shall install a 3'-0" high decorative fence in the front setback to secure and enclose the entry landing for each unit in Building A. The Community Development Department shall review and approve the placement of this decorative fence.
47. At no time shall any structure, fireplace, architectural feature, or otherwise, be closer than three feet to any property line. Any roof eaves or similar roof overhangs intruding into the three (3) foot setback requirement, shall comply with the C.B.C. concerning method of construction.
48. The developer shall include playground equipment, benches, tables, and a barbeque area in the active recreation area. These items shall be noted on the site plan, and a detail plan shall be submitted for review prior to issuance of a building permit. Final placement of the active recreation equipment shall be approved by the Community Development Department. The playground area shall not incorporate a sand box. The use of the common recreation areas shall be limited to the daylight hours only. Lighting in the common recreation areas shall be provided at a maximum one-foot light candle during the hours of darkness, and shall be restricted to low decorative type wall-mounted lights or ground lighting systems.
49. Construction activities shall adhere to SCAQMD Rule 403 (Fugitive Dust), which includes dust minimization measures, the use of electricity from power poles rather than diesel or gasoline powered generators, the use of methanol, natural gas, propane or butane vehicles instead of gasoline or diesel powered equipment, where feasible, the use of solar or low-emission water heaters, and the use of low-sodium parking lot lights, to ensure compliance with Title 24.
50. Each unit shall have a private and secured storage area having a minimum of three hundred cubic feet that complies with Section 9.16.070 of Title 9 of the

- Municipal Code. The storage may be located within the garage, provided it does not interfere with the garage use for parking.
51. The driveway approach shall be treated with decorative stamped concrete or interlocking pavers or other enhanced treatment, excluding scored and/or colored concrete. Color, pattern and material shall be approved by the Community Development Department, Planning Division, and shall be shown on the final site plan and the grading plan.
  52. Any unit not located within 100 feet of walking distance to the refuse storage area (the trash enclosure) shall be equipped with trash compactors.
  53. All units shall provide a washer and dryer hookups, and laundry space within each unit.
  54. In the event that parking related issues and/or problems occur between the property owner of the nineteen (19)-unit apartment complex and the subject property, the situation shall be resolved amongst the parties involved.
  55. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, or proceeding against the City, its officers, agents, employees and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body, or City staff action concerning Site Plan No. SP-432-07, Variance No. V-166-07 and Tentative Tract Map No. TT-17241. The applicant shall pay the City's defense costs, including attorney fees and all other litigation related expenses, and shall reimburse the City for court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award, which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein.
  56. The project shall not eliminate any approved, and required parking spaces from the adjacent apartment complex. The trash enclosure location and design shall not interfere or impede access to the parking spaces of the apartment complex.
  57. The applicant shall redesign the entry for Units 1 and 4 in Buildings A and B, and Units 1-3 in Building C, to provide an arched design similar to that of the other units, in order to provide consistency in the architectural design.
  58. The trash enclosure shall match the color and block type used for the rear block wall and shall be gated.

59. The windows shall have a decorative panel design, and shall be incorporated into the building plans at the time of plan check submittal.
60. The carport shall be architecturally compatible with the proposed residential units, including roofing material and paint color. The applicant shall submit elevations for the carport to the Planning Services Division for review prior to plan check submittal.
61. There shall be no more than eleven (11) residential dwelling units on the property.
62. The applicant shall redesign the pedestrian walkway located along the east property line to resemble that of a meandering walkway.
63. The reveal lines used on the building's facade shall be a minimum of  $\frac{3}{4}$ -inches wide.
64. The garage doors shall be of a decorative panel type that includes glass paneling at the top of the garage door, and shall be incorporated into the building plans at the time of plan check submittal.
65. Each unit shall provide an front entry that incorporates the use of a sidelight and transom window, as shown on the floor plan and building elevations, and a detail shall be incorporated into the building plans at the time of plan check submittal.
66. The applicant shall submit a color and material board to the Planning Division for review and approval prior to plan check submittal.
67. The applicant/property owner shall submit signed letters acknowledging receipt of the decision approving Site Plan No. SP-432-07, Variance No. V-166-06, and Tentative Tract Map No. TT-17247, and his/her agreement with all conditions of approval.
68. The developer/property owner shall enter into a binding Development Agreement with the City of Garden Grove. This includes the payment of a Development Impact Mitigation Fee in accordance with City Council Ordinance.
69. The vesting of this project is contingent upon the City Council approving and adopting General Plan Amendment No. GPA-01-07 and Zone Change No. A-135-07.

**Building Services Division**

- 70. The building plans, including grading and site development plans, and all construction activity, shall comply with the current editions of the California Building Regulations as found in the California Code of Regulations (CCR), Title 24, Parts 2 through 12 as adopted by the City of Garden Grove.
- 71. The project shall comply with all required State of California disabled accessibility regulations.

**Water Services Division**

- 72. New water service(s) installations 2" and smaller, shall be installed by the City of Garden Grove at owner's/developer's expense. Installation shall be scheduled upon payment of applicable fees. Water meter(s) shall be located within the Chapman Ave. right-of-way.
- 73. The City shall determine if existing water services(s) is/are usable and meets current City Standards. Any existing meter and service located within new driveway(s) shall be relocated at owner's expense.
- 74. The location and number of fire hydrants shall be as required by Water Services Division and the Fire Department.
- 75. The owner shall install new sewer lateral(s) with clean out at right-of-way line. Lateral in public right-of-way shall be 4" minimum diameter, extra strength VCP with wedgelock joints.
- 76. The contractor shall abandon any existing unused sewer lateral(s) at street right-of-way on the property owner's side. The sewer pipe shall be capped with an expansion sewer plug and encased in concrete.

SHEET 2 OF 2  
ALL OF TENTATIVE TRACT NO. 17247  
LOT = 1  
ACREAGE: 0.840 ACRES (GROSS)  
6.700 ACRES (NET)  
DATE OF SURVEY: JUNE, 2008

# TRACT NO. 17247

SCALE: 1" = 50'

IN THE CITY OF GARDEN GROVE  
COUNTY OF ORANGE, STATE OF CALIFORNIA  
CAL LAND ENGINEERING, JACK C. LEE, LS 8407  
FOR CONDOMINIUM PURPOSES

**BASIS OF BEARING:**  
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN C.I.S. HORIZONTAL CONTROL STATION GPS NO. 3008 AND STATION GPS NO. 3007 BEING N06°34'E PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

**DATUM STATEMENT:**  
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CGCS83) ZONE 14, 1983 MAD (1991.35) EPOCH CGS GPS ADJUSTMENT. ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND DISTANCE BY 0.99998782.

TO SEE BOLT WITH PUNCH MARK IN CONCRETE ON 8" IN SURVEY WELL MONUMENT PER GC. TO 13/26, OR 2003-1010, DCS GPS NO. 3008 N 233445.00 E 531587.007

- GENERAL NOTES:**
- ( ) RECORD DATA PER RS 16/13
  - [ ] RECORD DATA PER TR. NO. 1336, MM 45/3
  - [ ] RECORD DATA PER TR. NO. 1869, MM 54/30-31
  - [ ] RECORD DATA PER TR. NO. 2142, MM 83/49-50
  - [ ] RECORD DATA PER TR. NO. 3252, MM 107/15-14
  - <<<>> RECORD DATA PER TR. NO. 10374, MM 454/3-4
- ⊙ INDICATES FOUND MONUMENT, AS NOTED
  - INDICATES LAT'L'S 'NOT TO BE SET
  - INDICATES LAT'L'S 'SHOULD TO BE SET ON TOP OF WALL
  - SNF - INDICATES SEARCH AND FOUND NOTHING MADE DILIGENT SEARCH FOR MONUMENTS AS SHOWN ON MM 45/3, MM 107/13-14, MM 454/3-4. ALL MONUMENTS EXCEPT FOR THOSE SHOWN HEREON APPEAR TO HAVE BEEN DESTROYED BY NEW SIDEWALK, SEWER, WALL & DRIVEWAY CONSTRUCTION.

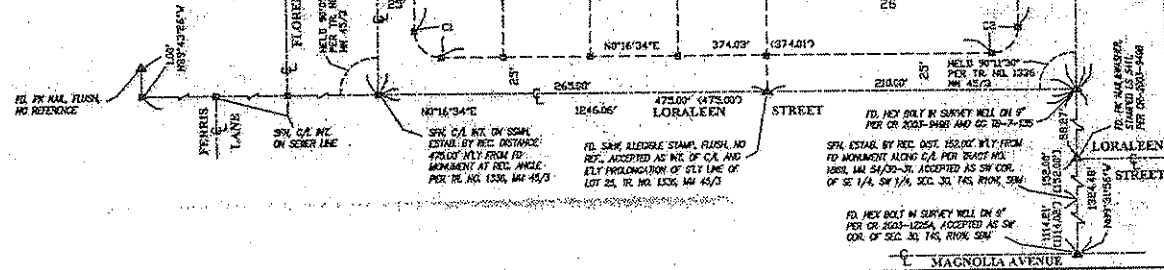
- EASEMENT NOTES:**
- ① 5' WIDE EASEMENT TO SOUTHERN CALIFORNIA Edison COMPANY FOR UTILITY LINES PURPOSES PER DEED REC. 7-15-1991, IN BOOK 2196/548, OR
  - ② 20' WIDE EASEMENT TO ROBERT W. DILLS, RALPH R. YOUNG, JOSEPH C. PATTERSON, EUGENE E. BRUNNER FOR ACCESS AND EGRESS PER DEEDS REC. MAY 2, 1960, IN BOOK 5222/491, AND DEED, MARCH 15, 1960, IN BOOK 854/205, ALL OF OR. OR
  - ③ 40' WIDE EASEMENT TO COUNTY OF ORANGE FOR STREET AND HIGHWAY PURPOSES PER DEEDS REC. MARCH 22, 1954, IN BOOK 2692/833, OR
  - ④ 50' WIDE EASEMENT TO CITY OF GARDEN GROVE FOR STREET AND HIGHWAY PURPOSES PER DEEDS REC. AUGUST 12, 1957, IN BOOK 4001/454, OR

**CURVE DATA**

NO.	RADIUS	DELTA	LENGTH	TANGENT	SEC. LENGTH
C1	180.00'	90°00'00"	283.90'	180.00'	180.00'
C2	180.00'	90°00'00"	283.90'	180.00'	180.00'
C3	400.00'	94°54'26"	595.26'	300.00'	1160.2131'
C4	400.00'	94°54'26"	595.26'	300.00'	1160.2131'
C5	400.00'	48°37'16"	325.44'	180.00'	1133.9443'
C6	400.00'	48°37'16"	325.44'	180.00'	1133.9443'

TR. NO. 1543  
MM. 45/8

TR. NO. 1336  
MM. 45/3



**SUBDIVISION IMPROVEMENT AGREEMENT**

**SUBDIVIDER: TONY NGOC DANG**

**TRACT MAP NO. 17247**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 2012, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and Tony Ngoc Dang, an individual ("SUBDIVIDER"). CITY and SUBDIVIDER are sometime referred to herein individually as the "Party" or collectively as the "Parties."

**RECITALS:**

The following recitals are a substantive part of this Agreement:

1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Tract Map No. 17247 ("Project"), subject to certain conditions of approval for the development of the Project ("Conditions of Approval").
2. As a condition precedent to the approval of the Final Map by CITY, SUBDIVIDER is required to construct, install and/or offer for dedication to CITY certain streets, highways, easements, infrastructure improvements and/or parcels of land intended for public use.
3. SUBDIVIDER, by the Final Map, has offered for dedication to CITY certain streets, easements, property, and infrastructure improvements.
4. CITY desires to accept the dedications of such streets, easements, property, and other improvements as shown on the Final Map, and certain other improvements described in this Agreement.
5. SUBDIVIDER has delivered to CITY and CITY has approved plans and specifications and related documents for certain "Improvements" (as hereinafter defined), which are required to be constructed and installed in order to accommodate the development of the Project.
6. SUBDIVIDER has requested approval of the Final Map prior to completion of all of the Improvements required by CITY.
7. To assure CITY that SUBDIVIDER will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.
8. SUBDIVIDER's agreement to construct and install the Improvements pursuant to this Agreement and its offer of dedication of the streets, easements, and other improvements, as shown on the Final Map, are a material consideration to CITY in approving the Final Map and permitting development of the Project to proceed.
9. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 et seq.) and the ordinances, rules, regulations, and determinations of the CITY.

## AGREEMENT

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

1. **Improvements.** SUBDIVIDER, at his or her sole expense, agrees to construct and install, as applicable, the street, sidewalks, drainage system, domestic water, sanitary sewer, and other improvements (herein sometimes collectively referred to as the "Improvements") required to be constructed or agreed to be constructed as a condition precedent to the approval of the Final Map and acceptance of such streets and easements, as expressly shown on (1) the Improvement Lists attached hereto at Exhibit "A" and Exhibit "B" and incorporated herein, and/or (2) the approved Project Improvement Plans on file with CITY and/or subsequently approved or revised by CITY and SUBDIVIDER (the "Improvement Plans"). The estimated construction cost for the Improvements is \$42,000.00
  
2. **Security.** To secure the faithful performance of each improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each improvement required, SUBDIVIDER shall provide CITY, prior to the execution of this Agreement by CITY, with the following bonds:

Improvement	Type of Bond	Amount
100% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1208, as described on the attached exhibit "A"	Faithful Performance	\$42,000.00
50% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1208, as described on the attached exhibit "B"	Labor & Material	\$21,000.00

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



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

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

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

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

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

## 8. **Default.**

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

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

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

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

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

10. **Labor.**

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

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

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

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

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

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

- 12.2 **Independent Contractor.** It is understood and agreed that, in connection with the performance of SUBDIVIDER's obligations under this Agreement, SUBDIVIDER, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER shall act and be independent contractors and shall not be agents or employees of the CITY, and as independent contractors, shall obtain no rights to retirement benefits, or other benefits which accrue to CITY employees, and SUBDIVIDER, on behalf of itself, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER, hereby expressly waives any claim it may have to any such rights.
- 12.3 **Compliance with Law.** SUBDIVIDER shall comply with, and require all those acting on SUBDIVIDER's behalf to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 12.4 **Conflict of Interest and Reporting.** SUBDIVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12.5 **Notices.** All notices shall be personally delivered or mailed, postage prepaid, to the below-listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. If to Subdivider:  
Tony Ngoc Dang  
15022 Moran Street  
Westminster, California 92683
- B: If to CITY:  
City of Garden Grove  
Attention: Public Works Director  
11222 Acacia Parkway  
Garden Grove, California 92842
- 12.6 **Licenses, Permits, Fees, and Assessments.** At its sole cost and expense, SUBDIVIDER shall obtain such license, permits, and approvals as may be required by law for the performance of SUBDIVIDER's obligations under this Agreement. SUBDIVIDER shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the obligations required under this Agreement.
- 12.7 **Time of Essence.** Time is of the essence in the performance of this Agreement.
- 12.8 **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, including all successors and assigns to SUBDIVIDER's right, title, and interest in the property covered by the Project and any portion thereof.
- 12.9 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on

behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

“CITY”

CITY OF GARDEN GROVE

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
City Manager

ATTEST:

“SUBDIVIDER”

\_\_\_\_\_  
City Clerk

By: Tony Ngoc Dang

Date: \_\_\_\_\_

Its: Owner

Date: \_\_\_\_\_

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

TONY NGOC DANG  
Name  
OWNER  
Title

APPROVED AS TO FORM:

James H. Eggen For  
Garden Grove City Attorney

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

Date: 6-7-12

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

05-17-12A10:53 RCVD

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 09/13/2011
PRODUCER (213) 383-6100 GLOBAL OPTIMA INSURANCE CENTER, INC. 3700 WILSHIRE BLVD. #280		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
LOS ANGELES CA 90010-		
INSURED TONY DANG DBA: D.T.J.A., INC. 15022 MORAN ST.		INSURERS AFFORDING COVERAGE INSURER A: UNITED SPECIALTY INS. CO. 12537 INSURER B: INSURER C: INSURER D: INSURER E:
WESTMINSTER CA 92683-		NAIC #

*Anna*  
*Anna@goinst9.com*

*Tony Dang*  
*714-383-2287*

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TWCG41000108	07/27/2011	07/27/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER		/ /	/ /	

**RECEIVED**

MAY 17 2012  
11:10 am

RISK MGMT  
CITY OF GARDEN GROVE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE HEREBY NAMED AS ADDITIONAL INSUREDS.  
 DESIGNATED PREMISES: 9301,9303,9305 CHAPMAN AVE. GARDEN GROVE, CA 92841

<b>CERTIFICATE HOLDER</b> ( ) - ( ) -  CITY OF GARDEN GROVE  11222 ACACIA PARKWAY GARDEN GROVE CA 92842-	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

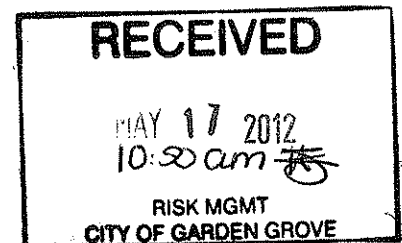
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS. 11222 ACACIA PKWY. GARDEN GROVE, CA 92842
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





POLICY NUMBER: TWCG41000108 ✓

COMMERCIAL  
GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

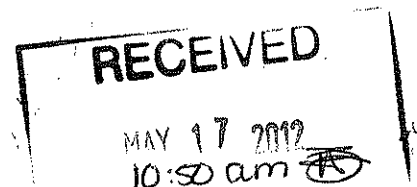
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS. 11222 ACACIA PKWY. GARDEN GROVE, CA 92842	9301, 9303, 9305 CHAPMAN AVE. GARDEN GROVE, CA 92841
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



05-17-12A10:53 RCVD

POLICY NUMBER: TWCG41000108

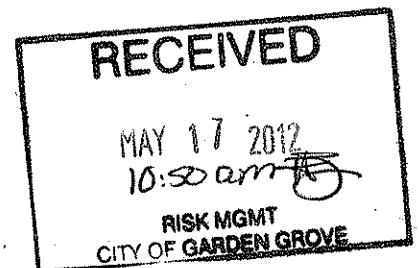
COMMERCIAL  
GENERAL LIABILITY  
IL 12-01-11-85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

Policy Change  
Number

POLICY NUMBER  TWCG41000108	POLICY CHANGES EFFECTIVE  07/27/2011	COMPANY  United Specialty Insurance Company
NAMED INSURED  Tony Dang dba D.T.J.A., Inc.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED: Commercial General Liability		
<b>Primary Insurance / Excess &amp; Non-Contributory Wording</b>		
<p>This endorsement modifies insurance provided under the following:</p> <p>The Additional Insured Endorsement - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION (CG 2026 0704 &amp; CG 2037 0704) IS AMENDED TO INCLUDE THE FOLLOWING.</p> <p>C: Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory, but only if required of the Named Insured by an "insured contract".</p>		



POLICY NUMBER: TWCG41000108

COMMERCIAL  
GENERAL LIABILITY  
CG 24 04 10 93

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

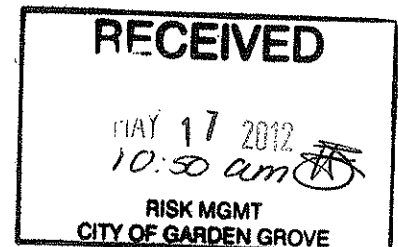
### SCHEDULE

**Name of Person or Organization:** All clients of the insured where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



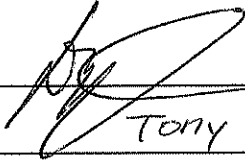
ATTACHMENT "1"

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

**Tony Dang, an Individual  
Subdivision Agreement**

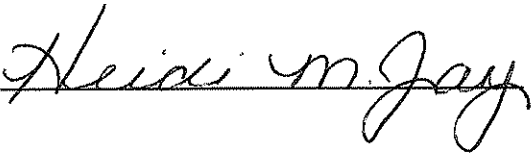
Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

**I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind** Tony Dang Company Name.

SIGNATURE OF AUTHORIZED PERSON:   
PRINTED NAME OF AUTHORIZED PERSON: Tony Dang  
TITLE OR POSITION OF AUTHORIZED PERSON: Owner / CEO  
COMPANY NAME: Tony Dang dba : D.T. J. A. , Inc.  
DATE: 09 / 13 / 11

**NOTE:** This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

**DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST!**  
**City/Agency/Sanitary District Use Only**

RISK MANAGEMENT DIVISION SIGNATURE:   
DATE: 5-17-12  
Insurance Completed 5-17-12

**ATTACHMENT "2"**

**REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY  
COVERAGE**

**Tony Dang, an Individual  
Subdivision Agreement**

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind** Tony Dang.

Company Name

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

PRINTED NAME OF AUTHORIZED PERSON: \_\_\_\_\_

TITLE OR POSITION OF AUTHORIZED PERSON: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE:** This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.

**DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST**  
**City/Agency/Sanitary District Use Only**

Denied

Approved

RISK MANAGEMENT DIVISION SIGNATURE: \_\_\_\_\_

DATE: 5-17-12

Insurance Completed 5-17-12

Bond No. 20-SUR-207069

Premium listed on Performance Bond

Executed in three originals

**SUBDIVISION IMPROVEMENT BOND**

**LABOR AND MATERIAL**

NOTICE: TO WHOM IT MAY CONCERN: That we, Tony Dang

as Principal, and American Safety Casualty Insurance Company

As Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of twenty one thousand and ninety one Dollars (\$21,000.00), lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

That the Surety's office is located at 100 Galleria Parkway SE, Ste 700, Atlanta, GA 30339 telephone no. 770-916-1908; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone numbers are as follows:

License No.: 0B45331  
Address: 151 Kalmus Dr., Ste A201, Costa Mesa, Ca 92626  
Telephone No.: 714-546-5100

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

Name of non-resident agent: N/A  
Non-resident agent's office address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION IS SUCH, that:**

WHEREAS, the Principal has entered into a Subdivision Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011, with the CITY OF GARDEN GROVE to install or complete an improvement consisting of Off-Site and On-Site Improvements as described on the attached exhibit "B", as part of Tract No. 17247.

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

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

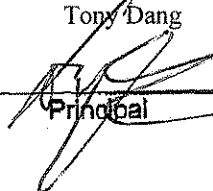
5-17-12

Subdivision Improvement Bond  
Labor and Material

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

Executed this 20th day of May, 2010.

By: American Safety Casualty Insurance Company  
Surety

Tony Dang  
  
Principal

By:   
Stephanie Pham Attorney-in-Fact

By:   
Stephanie Pham California Resident Agent

By: N/A  
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

See attached

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the Attorney-in-Fact of the \_\_\_\_\_ of \_\_\_\_\_ (Corporation) (City)

\_\_\_\_\_, and acknowledged that it executed the attached bond to the \_\_\_\_\_ (State) City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

WITNESS my hand and Official Seal.

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

\_\_\_\_\_  
Notary Public in and for said County and State.

My Commission expires: \_\_\_\_\_

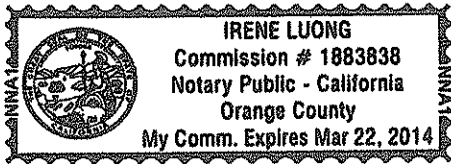
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 5/20/10 before me, Irene Luong, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephanie Pham  
Name(s) of Signer(s)



Place Notary Seal Above

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 [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

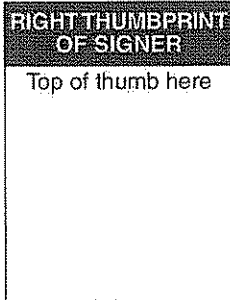
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

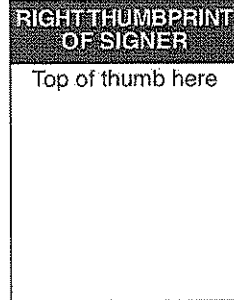
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_



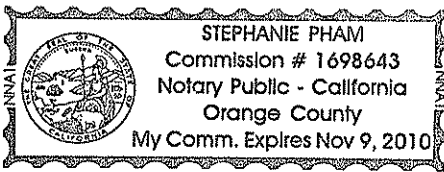
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On May 20, 2010 before me, Stephanie Pham, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Tony Dang  
Name(s) of Signer(s)



Place Notary Seal Above

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 [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

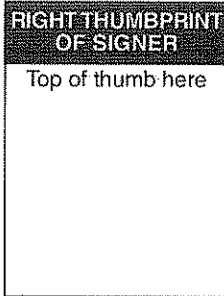
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

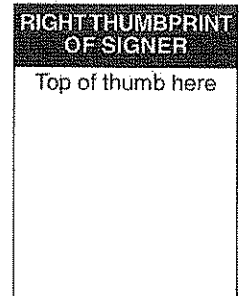
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Bond No. 20-SUR-207069

Premium: \$1,020.00

Executed in three originals

**SUBDIVISION IMPROVEMENT BOND**

**FAITHFUL PERFORMANCE**

NOTICE: TO WHOM IT MAY CONCERN: That we, Tony Dang

as Principal, and American Safety Casualty Insurance Company

as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of) forty two thousand Dollars (\$42,000.00), lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

That the Surety's office is located at 100 Galleria Parkway SE, Ste 700, Atlanta, GA 30339 telephone no. 770-916-1908; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone numbers are as follows:

License No.: 0B45331

Address: 151 Kalmus Dr., Ste A201, Costa Mesa, Ca 92626

Telephone No.: 714-546-5100

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

Name of non-resident agent: N/A

Non-resident agent's office address: \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal has entered into a Subdivision Agreement, dated the \_\_\_\_\_ day of, 2011, with the CITY OF GARDEN GROVE to install or complete an improvement consisting of Off-Site and On-Site Improvements as described on the attached exhibit "A", as part of Tract No. 17247.

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

✓ 5-17-12

Subdivision Improvement Bond  
Faithful Performance

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

Executed this 20th day of, May, 2010

By: American Safety Casualty Insurance Company  
Surety

By: Stephanie Pham  
Stephanie Pham Attorney-in-Fact

By: Stephanie Pham  
Stephanie Pham California Resident Agent

By: N/A  
Non-resident Agent - Attorney-in-Fact

Tony Dang  
Principal

STATE OF CALIFORNIA)

COUNTY OF \_\_\_\_\_ ) ss.

See attached

On this \_\_\_\_\_ day of, 2009, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

\_\_\_\_\_, Known to me to be the Attorney-in-Fact of the \_\_\_\_\_ of \_\_\_\_\_

(Corporation)

(City)

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

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

WITNESS my hand and Official Seal.

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

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

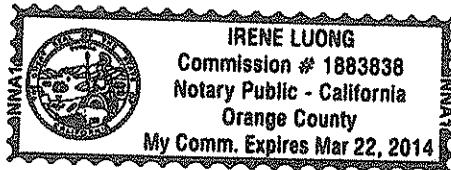
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 5/20/10 before me, Irene Luong, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephanie Pham  
Name(s) of Signer(s)



Place Notary Seal Above

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 [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

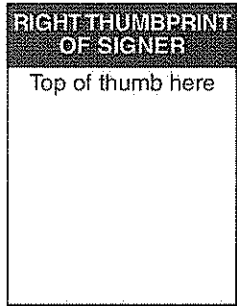
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

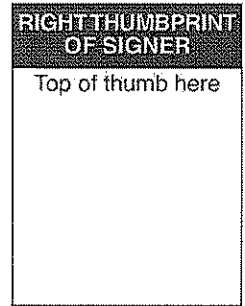
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

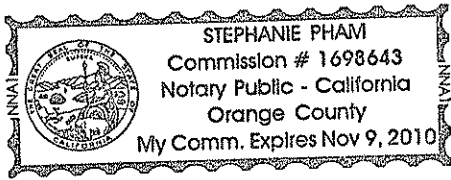
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On May 20, 2010 before me, Stephanie Pham, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Tony Dang  
Name(s) of Signer(s)



Place Notary Seal Above

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 [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

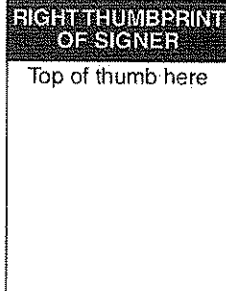
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_





NUMBER

20-SUR-207069

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Stephanie Pham

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES,

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Forty Two Thousand Dollars (\$42,000.00)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the Eighth day of September, 2003.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

(i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

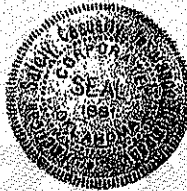
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this Eighth day of September, 2003.

Attest:

Handwritten signature of Randolph L. Hutto, Secretary

Randolph L. Hutto, Secretary



Handwritten signature of Stephen R. Crim, President

Stephen R. Crim, President

STATE OF GEORGIA

COUNTY OF COBB

On this Eighth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



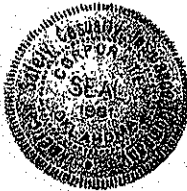
Handwritten signature of Ruth A. Bankston, Notary Public

Ruth A. Bankston, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and Sealed at the City of Atlanta, in the State of Georgia.

Dated the 20th day of May, 2010



Handwritten signature of Randolph L. Hutto, Secretary

Randolph L. Hutto, Secretary