

ORDINANCE NO. 2825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ADOPTING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (DEVELOPMENT
AGREEMENT NO. DA-189-12) BETWEEN THE CITY OF GARDEN GROVE AND
LANDMARK MARRIOTT SUITES, LLC

City Attorney Summary

This Ordinance approves a First Amendment to a previously recorded Development Agreement between the City of Garden Grove and the current property owner, Landmark Marriott Suites, LLC, for property located at 12015 Harbor Boulevard, Garden Grove, California (Assessor's Parcel No. 231-481-17), in order to add a current legal description of the property subject to the Development Agreement.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS AND
DETERMINES AS FOLLOWS:

WHEREAS, the City of Garden Grove and Landmark Hospitality, LLC previously entered into a Development Agreement, dated September 8, 1998, and recorded in the Official Records of Orange County on September 28, 1998, as Instrument No. 19980650561 (the "Development Agreement"), covering property located at 12015 Harbor Boulevard, Garden Grove, California, and currently identified as Assessor's Parcel No. 231-481-17;

WHEREAS, Landmark Marriott Suites, LLC, the current owner of the property subject to the Development Agreement, has requested the City enter into a First Amendment to the Development Agreement to add a current legal description of the property subject to the Development Agreement;

WHEREAS, the proposed First Amendment to Development Agreement is referred to herein as Development Agreement No. DA-189-12;

WHEREAS, pursuant to Resolution No. 5788-12, the Planning Commission following a duly noticed Public Hearing held on November 15, 2012, recommended approval of Development Agreement No. DA-189-12;

WHEREAS, pursuant to a legal notice, a Public Hearing was held by the City Council on December 11, 2012, and all interested persons were given an opportunity to be heard;

WHEREAS, Development Agreement No. DA-189-12 is consistent with the General Plan and Planned Unit Development No. PUD-122-98, including the goals and policies of the Garden Grove General Plan; and

WHEREAS, the City of Garden Grove has determined that the proposed First Amendment to Development Agreement is not subject to the California

Environmental Quality Act ("CEQA"; Cal. Pub. Resources Code Section 21000 et seq.) pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that the above recitations are true and correct.

Section 2. Approval. The First Amendment to Development Agreement between the City of Garden Grove and Landmark Marriott Suites, LLC (Development Agreement No. DA-189-12) is hereby adopted for property located at 12015 Harbor Boulevard, Garden Grove, California, and identified as Assessor's Parcel No. 231-481-17. A copy of the First Amendment to Development Agreement (Development Agreement No. DA-184-12) is attached to this Ordinance and is on file in the City Clerk's Office.

Section 3. Recording. Pursuant to California Government Code Section 65868.5, the City Clerk shall record a copy of the First Amendment to Development Agreement with the County Recorder for the County of Orange within ten (10) days after the Development Agreement is executed.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on December 11, 2012, with a vote as follows:

AYES: COUNCIL MEMBERS: (5) BEARD, JONES, NGUYEN, PHAN, BROADWATER
NOES: COUNCIL MEMBERS: (0) NONE
ABSENT: COUNCIL MEMBERS: (0) NONE

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
)
 City Clerk's Office)
 City of Garden Grove)
 11222 Acacia Parkway)
 Irvine, CA 92612)
)

The Above Space for County Recorder's use only

This document is exempt from payment of a recording fee pursuant to Government Code Section 6103

Dated: _____

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

**LANDMARK MARRIOTT SUITES, LLC
 (Renaissance Hotel – Parcel 2)
 SP-223-98, V-234-98, PM-96-196**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "First Amendment") is hereby entered into by and between the City of Garden Grove, a municipal corporation (the "City"), and LANDMARK MARRIOTT SUITES, LLC, a Delaware limited liability company (the "Developer"), as of _____.

RECITALS

A. The City and Developer's predecessor in interest, Landmark Hospitality, LLC, entered into a Development Agreement dated September 8, 1998 and recorded in the Official Records of Orange County on September 28, 1998, as Instrument No. 19980650561 (the "Development Agreement"). Capitalized words not defined herein shall have the meaning set forth in the Development Agreement.

B. The City and Developer desire to amend the Development Agreement to add Exhibit A, the legal description for the Disposition Site.

C. The City and Developer therefore desire to amend the Development Agreement by executing and recording this First Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties mutually agree as follows:

1. Amendment. Paragraph 1 of the Development Agreement is hereby amended and restated in its entirety to read as follows:

"The Garden Grove Agency for Community Development, OWNER of the subject property and DEVELOPER have previously entered into a Disposition and Development Agreement (DDA) dated April 28, 1998, which provides for the development of that certain real property located on the west side of Harbor Boulevard, south of Chapman Avenue, the "Disposition site," as described on **Exhibit A** attached hereto and incorporated herein."

2. Ratification and Republication. To the extent not otherwise modified by this First Amendment, the terms and conditions of the Development Agreement are hereby ratified and republished.

3. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which counterparts shall together constitute one and the same instrument.

[THE REST OF THIS PAGE IS PURPOSELY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date set forth above.

"CITY":

CITY OF GARDEN GROVE,
a municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

CITY CLERK
Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney
Date: _____

"DEVELOPER":

LANDMARK MARRIOTT SUITES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

STATE OF _____)

_____)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

EXHIBIT A

LEGAL DESCRIPTION – DISPOSITION SITE

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF GARDEN GROVE, CA
KNOWN AS:

PARCEL A AS DESCRIBED IN EXHIBIT "A" AND AS SHOWN ON EXHIBIT "B"
ATTACHED TO LOT LINE ADJUSTMENT LL-200 RECORDED AUGUST 30, 2000, AS
INSTRUMENT NO. 20000453105 OF OFFICIAL RECORDS OF ORANGE COUNTY,
CALIFORNIA