

**CITY OF GARDEN GROVE  
INTER-DEPARTMENT MEMORANDUM**

To:	Matthew J. Fertal	From:	William E. Murray	
Dept:	City Manager	Dept:	Public Works	
Subject:	APPROVAL OF THE AGREEMENT WITH DAN C. CORYELL FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 12371 HARBOR BOULEVARD, GARDEN GROVE		Date:	June 11, 2013

**OBJECTIVE**

The purpose of this report is for the Garden Grove City Council to approve an Agreement for Acquisition of Real Property and Escrow Instructions ("Agreement") with Dan C. Coryell Sr. ("Owner") for the acquisition of the real property located at 12371 Harbor Boulevard, in the City of Garden Grove.

**BACKGROUND**

The City of Garden Grove and the Garden Grove Agency for Community Development are the owners of three contiguous parcels of land located at 12401, 12411, and 12421 Harbor Boulevard. The parcels are being assembled for a future replacement site for Fire Station No. 6. The current Fire Station No. 6 is a converted single-family residence that was moved to a small abandoned water well site at the corner of Chapman Avenue and Debbie Lane. Additional modifications were made to the station to house firefighters and accommodate fire engines. However, the station is small in size and does not meet modern fire station standards.

The subject property has been identified as a necessary acquisition towards the assemblage of a site suitable for construction. The subject property has been listed for sale at \$359,000. The property contains 7,410 square feet of land and is improved with a 975 square foot single-family residence.

**DISCUSSION**

Staff has negotiated the Agreement with Owner to acquire the subject property for \$350,000, which has been determined to be at fair market value. The subject property is being rented by three individuals (collectively, "Tenant") for \$1,100 per month. The lease is a holdover lease and is now on a month-to-month term. Upon the close of escrow, staff will re-negotiate new terms with the Tenant for continued occupancy of the subject property, until such time that construction is set to begin.

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The Tenant would be eligible for relocation assistance upon displacement by the City.

FINANCIAL IMPACT

Costs for the acquisition of the subject property will be appropriated from Fund 108 (Land Sale Proceeds). There is no impact to the General Fund.

RECOMMENDATION


Based on the foregoing, staff recommends that the City Council:

- Approve the acquisition of the real property located at 12371 Harbor Boulevard, Garden Grove;
- Authorize the Finance Director to appropriate Three Hundred Fifty Thousand Dollars (\$350,000.00) and necessary funds for closing costs from Fund 108 (Land Sale Proceeds) for Fiscal Year 2013-2014 for the acquisition of the subject property;
- Authorize the City Manager to execute the Agreement, Grant Deed, pertinent documents with Dan C. Coryell Sr., and make minor modifications as needed, on behalf of the City;
- Authorize the City Clerk to accept the Grant Deed on behalf of the City;
- Authorize the Finance Director to draw a warrant in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) and necessary funds for the purchase of the subject property and closing costs;
- Authorize the City Manager to execute rental agreements on an interim basis pending construction of the fire station.

  
WILLIAM E. MURRAY, P.E.  
Public Works Director/City Engineer

By: Carlos Marquez  
Senior Real Property Agent

**Recommended for Approval**



**Matthew Fertal**  
City Manager

Attachment 1 – Agreement for Acquisition of Real Property and Escrow Instructions  
Attachment 2 – Site Map

Project: Firestation No. 6  
APN: 231-451-40  
Address: 12371 Harbor Blvd, Garden Grove, CA 92840

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY  
AND ESCROW INSTRUCTIONS**

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THIS AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "**Agreement**") is made and entered into as of \_\_\_\_\_, 2013, by and between the **CITY OF GARDEN GROVE**, a municipal corporation ("**Buyer**") and **DAN C. CORYELL SR.**, an unmarried man ("**Seller**"), with reference to the following facts:

**RECITALS**

A. Seller is the owner of certain real property comprised of approximately 7,405 square feet of land, located at 12371 Harbor Boulevard, City of Garden Grove (the "**City**"), the County of Orange (the "**County**"), State of California (the "**State**"), designated as Assessor's Parcel No. 231-451-40, and ancillary rights connected therewith, including all rights appurtenant thereto, including, but not limited to, onsite and offsite wells and water rights, oil, gas, minerals, easements and profit, more particularly described on Exhibit A attached hereto (the "**Property**").

B. Seller desires to convey to Buyer and Buyer desires to acquire from Seller the Property, in accordance with the terms and conditions contained in this Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Seller, Buyer and Seller hereby agree as follows:

1. **PURCHASE AND SALE.**

1.1. Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Property. As used herein the "Property" shall include the real property identified on Exhibit A and all of Seller's right, title and interest in and to any and all entitlements, tenements, hereditaments, easements, easement rights, rights to half-widths of all adjacent public streets and public rights of way, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto and all improvements located thereon.

1.2. Purchase Price. The purchase price ("**Purchase Price**") for the Property shall be Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00) payable in cash at closing.

1.2.1 Deposit into Escrow. Buyer shall make an initial good faith deposit into Escrow of an amount equal to Twenty Five Thousand Dollars (\$25,000.00) ("**Deposit**") within five (5) business days after the opening of Escrow. The Deposit shall be applicable to the Purchase Price upon the Close of Escrow. If this Agreement and the Escrow is terminated in accordance with Section 2.6.1 or due to Seller's breach or default of its obligations hereunder, then Seller has no rights to the Deposit and Escrow Holder shall release, return, and refund in full the Deposit to Buyer. If Buyer fails to timely perform a material obligation of Buyer under this Agreement within five (5) business days following

written notice from Seller describing Buyer's failure to perform, then Seller, as its sole and exclusive remedy, may choose to terminate this Agreement and the Escrow and retain the Deposit.

## 2. ESCROW AND CLOSING.

2.1. Opening of Escrow. Within ten (10) business days after execution of this Agreement by the last of Seller or Buyer, Buyer shall open an escrow (the "**Escrow**") with Agora Escrow Company, at the address set forth in Section 7.12 ("**Escrow Holder**"), by depositing with Escrow Holder this Agreement fully executed, or executed counterparts hereof. The date this fully executed Agreement is signed and accepted by Escrow Holder on the last page hereof shall be deemed the "**Opening of Escrow**" and Escrow Holder shall advise Buyer and Seller of such date in writing. The escrow instructions shall incorporate this Agreement as part thereof and shall contain such other standard and usual provisions as may be required by Escrow Holder, provided, however, that no escrow instructions shall modify or amend any provision of this Agreement, unless expressly set forth in writing by mutual consent of Buyer and Seller. In the event there is a conflict between any such standard or usual provisions and the provisions of this Agreement, the provisions of this Agreement shall control.

2.2. Escrow Fees and Other Charges. At the Close of Escrow, Buyer agrees to pay all of Seller's and Buyer's usual fees, charges and costs incidental to the conveyance of the Property which arise in this Escrow.

2.3. Closing Date; Conditions Precedent to Close of Escrow. Provided all of the conditions precedent set forth in this Section 2.3 have been satisfied (or are in a position to be satisfied concurrently with the Close of Escrow), the Close of Escrow shall occur on or before July 24, 2013 (the "**Closing Date**"). As used in this Agreement, the "**Close of Escrow**" shall mean the date a Grant Deed, as provided in Section 2.4.2(a) hereof ("**Grant Deed**"), is recorded in the Official Records of the County.

2.3.1 Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the following conditions or Buyer's written waiver of such conditions on or before the Closing Date. Buyer may waive in writing any or all of such conditions in its sole and absolute discretion.

(a) Seller shall have provided Buyer, and Buyer shall have approved, copies of all written leases and/or rental agreements affecting the Property and fully executed Tenant Estoppel Certificate(s) for each tenant and/or occupant of the Property.

(b) Seller shall have performed all obligations to be performed by Seller pursuant to this Agreement; and

(c) No event or circumstance shall have occurred which would make any of Seller's representations, warranties and covenants set forth herein untrue as of the Close of Escrow; and

(d) Buyer shall have approved the physical and/or legal condition of the Property; and

(e) Buyer shall have approved the condition of Title to the Property and the Title Company shall be committed to issue to Buyer, as of the Closing Date, the Title Policy (defined below) covering the Property, subject only to the Permitted Exceptions.

2.3.2 Conditions to Seller's Obligations. The Close of Escrow and Seller's obligation to sell and convey the Property are subject to the satisfaction of the following conditions or

Seller's written waiver of such conditions on or before the Closing Date. Seller may waive in writing any or all of such conditions as a condition to the Close of Escrow in its sole and absolute discretion.

(a) Buyer shall have performed all obligations to be performed by Buyer pursuant to this Agreement; and

(b) No event or circumstance shall have occurred which would make any of Buyer's representations, warranties and covenants set forth herein untrue as of the Close of Escrow.

2.3.3 Waiver of a Condition Does Not Excuse Performance. If any condition precedent to the Close of Escrow is expressly waived, in writing, as a condition to the Close of Escrow by the party for whose benefit such condition exists, then, to the extent such condition is capable of being satisfied following the Close of Escrow, such condition shall become a condition subsequent to the Close of Escrow and shall be satisfied by the party whose performance is required to satisfy such condition as soon as reasonably possible following the Close of Escrow.

2.4. Closing Documents. The parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

2.4.1 Buyer's Deposits. Buyer shall deposit:

(a) The balance of the Purchase Price together with Buyer's escrow and other cash charges; and

(b) A Certificate of Acceptance for the Grant Deed in the form of Exhibit C.

2.4.2 Seller's Deposits. Seller shall deposit:

(a) The Grant Deed in the form of Exhibit B attached hereto, conveying the Property subject only to the Permitted Exceptions (defined below);

(b) Subject to Section 2.5.1 below, an executed Affidavit of Non-foreign Status in the form of Exhibit D attached hereto and such other documentation necessary to exempt Seller from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder; and

(c) Subject to Section 2.5.1 below, a Withholding Exemption Certificate Form 593 as contemplated by California Revenue and Taxation Code §18662 (the "**Withholding Affidavit**") duly executed by Seller.

(d) Fully executed Tenant Estoppel Certificate(s) for each tenant and/or occupant of the Property, in a form acceptable to Buyer.

(e) Keys, if any, to all entrance doors and equipment and utility rooms, and any other keys relating to, the Property, including mailbox keys, to the extent such keys are in the possession, custody or control of Seller.

(f) Such proof of Seller's authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company.

2.4.3 Deposits of Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to proceed to the Close of Escrow and consummate the sale of the Property in accordance with the terms of this Agreement.

2.5. Closing.

2.5.1 Withholding. In the event that, pursuant to Section 2.4.2(b) above, Seller fails to deposit with Escrow Holder the executed Affidavit of Non-foreign Taxpayer Status which exempts Seller from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, Seller hereby authorizes Escrow Holder to withhold ten percent (10%) of the Purchase Price of the Property less any applicable closing costs and to report and transmit the withheld amount to the Internal Revenue Service. Additionally, in the event that, pursuant to Section 2.4.2(c) above, Seller fails to deposit with Escrow Holder any applicable tax document which exempts Buyer from California withholding requirements, if any, Seller hereby authorizes Escrow Holder to withhold such additional percentage of the Purchase Price of the Property as is required by California law, and Escrow Holder shall report and transmit the withheld amount in the manner required by California law. By agreeing to act as Escrow Holder hereunder, Escrow Holder expressly agrees to undertake and be responsible for all withholding obligations imposed pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder and under any similar provisions of California law, and shall defend, indemnify and hold Buyer harmless in connection with such obligations.

2.5.2 Necessary Actions of Escrow Holder. On the Close of Escrow, Escrow Holder shall: (i) record the Grant Deed in the Office of the County Recorder of the County, (ii) pay any transfer taxes, (iii) instruct the County Recorder to return the Grant Deed to Buyer, (iv) distribute to Seller the Purchase Price, and (v) deliver to Buyer the Title Policy covering the Property subject only to the Permitted Exceptions, the Affidavit of Non-foreign Status and the applicable California withholding exemption form, if any.

2.5.3 Taxes and Assessments. Real property taxes and assessments shall be prorated as of the Close of Escrow on the basis of the most recent tax information and such proration shall be final. Said prorations shall be based on a three hundred sixty-five (365) day year.

2.5.4 Title and Possession. Upon the Close of Escrow, title to and exclusive possession of the Property shall be conveyed to Buyer, subject only to the Permitted Exceptions.

2.5.5 Broker's Commission. Pay and charge Seller for commission payable to Century 21 J.R. Gibson Company, Seller's broker/agent, in the amount of Twenty One Thousand Dollars (\$21,000.00) (collectively, "Seller's Charges").

2.6. Failure to Close; Termination.

2.6.1 Neither Party in Default. In the event that any condition set forth in Section 2.3 is not satisfied or waived, in writing, and the Close of Escrow does not occur within the time required herein due to the failure of such condition or the Close of Escrow does not occur within the time frame required herein for any reason other than Seller's or Buyer's breach of or default of its respective obligations hereunder, or if this Agreement is terminated without default by either party as otherwise set forth herein, then Escrow Holder, with no further instructions from the parties hereto, shall return to the depositor thereof any funds, or other materials previously delivered to Escrow Holder, the Escrow shall be automatically terminated and of no force and effect, Buyer shall pay any Escrow termination fees, and except as otherwise provided herein the parties will have no further obligation to one another.

3. ACTIONS PENDING CLOSING.

3.1. Title Review.

3.1.1 Title Report. Within three (3) business days after the Opening of Escrow, Chicago Title Company (the "**Title Company**") will furnish Buyer with an updated Title Commitment on the Property together with legible copies of all documents referenced therein as exceptions to title and a plot plan for the Property showing all the locations of all easements referenced therein (collectively, the "**Title Commitment**").

3.1.2 Title Notices. Buyer shall have ten (10) business days after its actual receipt of the Title Commitment to deliver to Escrow Holder written notice (the "**Preliminary Title Notice**") of Buyer's approval, conditional approval or disapproval of the title matters disclosed in the Title Commitment. All matters not timely approved by Buyer will be deemed disapproved. All such exceptions disapproved by Buyer are referred to herein as "**Disapproved Exceptions**". Within ten (10) days after Seller's receipt of the Preliminary Title Notice, Seller shall notify Buyer in writing whether Seller intends to remove the Disapproved Exceptions. If Seller notifies Buyer of an intention to eliminate the Disapproved Exceptions, Seller shall do so prior to Close of Escrow. If Seller indicates to Buyer in writing within the time allowed that Seller does not intend to remove any of the Disapproved Exceptions, then Buyer, by notifying Seller within ten (10) days of Seller's notice to Buyer, may elect to terminate this Agreement or to waive, and take the Property subject to, such Disapproved Exceptions.

3.1.3 Permitted Exceptions. "**Permitted Exceptions**" shall mean all exceptions appearing on the Title Commitment which are: (i) standard printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; and (iii) any other liens, easements, encumbrances, covenants, conditions and restrictions of record approved, or expressly waived by Buyer pursuant to this Section 3.1.

3.2. Title Policy. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue an ALTA Standard Coverage Owner's Policy of Title Insurance (the "**Standard Coverage Policy**"), showing title to the Property vested in Buyer with liability equal to the Purchase Price, subject only to the Permitted Exceptions. At Buyer's option, Buyer may require an ALTA Extended Coverage Owner's Policy instead of the Standard Coverage Policy provided that Buyer pays any additional premium on account thereof. The form of title policy selected by Buyer shall be referred to herein as the "**Title Policy**".

3.3. Condition of Property and Buyer Inspections.

3.3.1 Maintenance of Property. Seller shall maintain the Property in substantially the same condition as on the effective date of this Agreement.

3.3.2 Buyer's Right to Inspect. Buyer and Buyer's employees, agents, consultants and contractors may enter upon the Property, at reasonable times after the giving of at least forty-eight (48) hours' notice to Seller, for the purpose of conducting any physical and legal inspections, investigations, assessments, tests, and studies as Buyer in its sole discretion elects to make or obtain, all at Buyer's sole cost. Immediately after performing any such tests and studies on the Property, Buyer shall restore the Property to the same condition as prior to performing such tests and studies, including, without limitation, recompaction or removal of any disrupted soil or material as Seller may reasonably direct. Buyer hereby indemnifies, defends and holds Seller harmless from any and all losses, damages, costs, liabilities and expenses, including, without limitation, reasonable attorneys' fees (and those fees incurred upon any appeals) and court costs incurred or suffered by Seller, whether directly or proximately, by the act or omission of Buyer or Buyer's representatives during their inspections of the Property. Seller shall provide notice to tenants of the Property as required under any applicable leases and/or as required by

law, and obtain tenant consent, as necessary to permit Buyer and/or Buyer's agents to enter onto the Property for the purpose of performing the physical and legal inspections, investigations, assessments, tests, and studies.

3.4. Seller's Covenant Not to Further Encumber the Property. Seller shall not, directly or indirectly, alienate, encumber, transfer, option, lease, assign, sell, transfer or convey its interest or any portion of its interest in the Property, or any portion thereof, or enter into any agreement to do so, so long as this Agreement is in force. Seller shall timely discharge, prior to the Closing, any and all obligations relating to work performed on or conducted at or materials delivered to or for the Property from time to time by Seller, or at Seller's direction or on its behalf, in order to prevent the filing of any claim or mechanic's lien with respect to such work or materials.

3.5. Loss or Damage to Improvements. Loss or damage to the Property, including any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of Seller. In the event that loss or damage to the Property, or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed, City may elect to require that the Seller pay to Buyer the proceeds of any insurance policy or policies which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the Purchase Price by an amount equal to the diminution in value of the Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

#### 4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1. Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer as follows, all of which shall survive the Close of Escrow:

4.1.1 Seller's Authority. Seller is the sole owner in fee simple absolute of the Property and has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. Seller has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest in the Property or any portion thereof except as set forth in the Title Commitment, nor entered into any Agreement to do so, nor shall Seller do so during the term of this Agreement. The entering into and performance by Seller of the transactions contemplated by this Agreement will not violate or breach any other agreement, covenant or obligation binding on Seller, and there is no consent required from any third party before the Property may be conveyed to Buyer. This Agreement has been duly authorized and executed by Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

4.1.2 Environmental Condition of Property. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any Hazardous Materials, toxic substances, or related materials on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. Seller has not received any order or notice from any governmental agency with jurisdiction over the Property informing Seller of the presence of any Hazardous Materials in, on, under, or about the Property. As used in this Agreement, the term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the "United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law, (ii) defined as "hazardous substance" under Section 25316 of the California Health



and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous"; or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20, (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. Section 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 9601).

(a) "As-Is" Conveyance. Except as specifically set forth herein, Buyer acknowledges and agrees that the Property shall be conveyed in an "as is" condition, with no warranties as to the physical or environmental condition of the Property. Buyer understands that Seller has not conducted any inspection of the Property regarding its suitability for sale. Upon the Close of Escrow, Buyer shall have accepted the Property in its present condition, except as expressly herein otherwise provided. Seller shall not be responsible to Buyer or any successor-in-interest of the Buyer for any acts or omissions relating to the Property that occurs after the Close of Escrow. Nothing in this Section 4.1.2(a) shall be construed as a waiver by Buyer of any representations, warranties or covenants of Seller contained in this Agreement.

4.1.3 Endangered Species. To Seller's knowledge, there are no endangered species or protected natural habitat, flora or fauna located on the Property, nor is any portion of the Property located in what is or may be designated as a wetland.

4.1.4 Mechanic's Liens. There are no mechanics', material men's or other claims or liens presently claimed or which will be claimed against the Property for work performed or commenced prior to the date of this Agreement or relating to the environmental condition of the Property. Seller agrees to hold Buyer harmless from all costs, expenses, liabilities, losses, charges and fees, including without limitation attorneys' fees, arising from or relating to any such lien or any similar lien claimed against the Property and arising from work performed or commenced prior to the Close of Escrow.

4.1.5 Leases/Easements. Except as otherwise disclosed on the Tenant Estoppel Certificate(s) deposited by Seller pursuant to Section 2.4.2(d), there are no written or oral leases, rental agreements or other such contracts of any kind or nature affecting possession or occupancy of the Property, and Seller shall not enter into any such contracts during the term of this Agreement without the prior consent of Buyer.

4.1.6 Other Agreements. Neither the execution or delivery of this Agreement or the documents or instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement or the documents or instruments referenced herein or therein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreement or instrument (a) to which Seller is a party, or (b) that affect the Property of which Seller has actual or constructive knowledge.

4.1.7 Legal Proceedings. To the best of Seller's actual or constructive knowledge, there are no actions, suits, claims, legal proceedings, administrative proceedings, or any other proceedings

affecting the Property or any portion thereof or Seller's ability to fulfill all of its obligations under this Agreement, at law, or in equity threatened or pending before any court or governmental agency, domestic or foreign, or before any administrative agency.

4.1.8 Bankruptcy. Neither Seller nor any related entity is the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for Seller to be able to transfer the Property as provided herein.

4.1.9 Agreements with Governmental Agencies. Seller has made no written or oral commitments to or agreements with any governmental authority or agency materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow. Seller has entered into no understanding or agreement with any taxing or assessing authority respecting the imposition or deferment of any taxes or assignments respecting the Property.

4.1.10 Encroachments. To the best of Seller's actual or constructive knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.

4.1.11 Other Facts and Circumstances. There are no other facts or circumstances known to Seller that would adversely affect the Property, or any party thereof or any interest therein, which will survive Close of Escrow.

4.1.12 No Untrue Statements or Omissions of Fact. Neither this Agreement, nor any of the exhibits hereto, nor any document, certificate, or statement referred to herein or furnished to Buyer in connection with the transaction contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the execution of this Agreement) contains any untrue statement of material fact or, omits to state a material fact in any way concerning the Property, or otherwise affecting or concerning the transaction contemplated hereby.

Each of the representations and warranties made by Seller in this Agreement, or in any exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow. Seller shall immediately notify Buyer of any fact or circumstance which becomes known to Seller which would make any of the foregoing representations or warranties untrue.

4.2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, all of which shall survive the Close of Escrow:

4.2.1 Buyer's Authority. Buyer has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer.

4.2.2 No Untrue Statements or Omissions of Fact. Neither this Agreement, nor any of the exhibits hereto, nor any document, certificate, or statement referred to herein or furnished to Seller in connection with the transaction contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the execution of this Agreement) contains any untrue statement of material fact or, omits to state a material fact in any way concerning the Property, or otherwise affecting or concerning the transaction contemplated hereby.

Each of the representations and warranties made by Buyer in this Agreement, or in any exhibit or on any document or instrument delivered pursuant hereto, shall be continuing representations and warranties which shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Close of Escrow, and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow. Buyer shall notify Seller immediately of any facts or circumstances which are contrary to the foregoing representations and warranties contained in this Section 4.2.

4.3. Mutual Indemnity. Seller and Buyer shall defend, indemnify and hold free and harmless the other from and against any losses, damages, costs and expenses (including attorneys' fees) resulting from any inaccuracy in or breach of any representation or warranty of the indemnifying party or any breach or default by such indemnifying party under any of such indemnifying party's covenants or agreements contained in this Agreement.

## 5. CONDEMNATION.

5.1. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Orange, wherein the herein described property is included and also waives any and all claims to any money on deposit in the action and further waives all attorneys' fees, costs, disbursements, and expenses incurred in connection therewith. Moreover, the total compensation to be paid by Buyer to Seller is for all of Seller's interest in the Property and any rights which exist or may arise out of the acquisition of the Property for public purposes, including without limitation, Seller's interest in the land and any improvements and fixtures and equipment located thereon, improvements pertaining to the realty (if any), severance damages, any alleged pre-condemnation damages, loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of Seller which might arise out of or relate in any respect to the acquisition of the Property by the Buyer.

## 6. BROKERS.

6.1. Seller and Buyer each represents and warrants to the other that, except for the commission payable to Century 21 J.R. Gibson Company, pursuant to Section 2.5.5 herein, no brokerage commissions or finder's fees are payable in connection with this transaction. Buyer and Seller each agree to indemnify and hold harmless the other against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of breach of the foregoing representation by the indemnifying party. Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities and agreements contained in this Section 6 shall survive the Close of Escrow or earlier termination of this Agreement.

## 7. GENERAL PROVISIONS.

7.1. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument and any executed counterpart may be delivered by facsimile transmission with the same effect as if an originally executed counterpart had been delivered.

7.2. Further Assurances. Each of the parties agrees to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be appropriate or necessary to effectuate the agreements of the parties, whether the same occurs before or after the Close of Escrow.

7.3. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

7.4. Headings. Headings used in this Agreement are for convenience of reference only and are not intended to govern, limit, or aide in the construction of any term or provision hereof.

7.5. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of California.

7.6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

7.7. Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

7.8. Legal Advice. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

7.9. Relationship of Parties. The parties agree that their relationship is that of Seller and Buyer, and that nothing contained herein shall constitute either party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

7.10. Attorneys' Fees. In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

7.11. Assignment. Neither Seller nor Buyer shall assign its rights or delegate its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably




notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Delivery of a copy of a notice as set forth above is as an accommodation only and is not required to effectuate notice hereunder.

7.13. Survivability. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations, warranties, and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the Deed, and be binding upon and inure to the benefit of the respective Parties.

7.14. Waiver and Release. Seller agrees that performance of this Agreement by Buyer, including the payment of the Purchase Price, above, shall constitute full and fair compensation and consideration for any and all claims that Seller, and its successors and assigns, may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Seller, on behalf of itself and its successors and assigns, hereby knowingly and voluntarily waives, and expressly releases and discharges Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to, any and all such claims, including claims for severance or taking compensation or damages to the remainder not taken on account of the acquisition of the Property or the location, establishment, construction and/or operation of the above-named Project. The foregoing waiver and release shall include the waiver and release of any and all rights or claims that Seller has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation; except as provided herein. Seller, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Buyer, and any and all of Buyer's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Seller may be entitled pursuant to applicable sections in Chapter 16 of Division 7 of Title 1 of the California Government Code (Gov. Code sec. 7260, et seq.) ("California Relocation Assistance Law"), regulations adopted by the State of California to implement or pursuant to the California Relocation Assistance Law, and/or the Federal Uniform Relocation Assistance Act (42 U.S.C. sec. 4601, et seq.), regulations adopted by the Federal Government to implement 42 U.S.C. sec. 4601, et seq., pre-condemnation damages, lost business goodwill, lost profits, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from Buyer, or receive any financial gain from, Buyer's sale of any portion of the Property, any right to challenge Buyer's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245, any right to receive any notices pursuant to Code of Civil Procedure section 1245.245, any right to enforce any other obligation placed upon Buyer pursuant to Code of Civil Procedure sections 1245.245 and 1263.615, any other rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025, and claims litigation expenses, attorney's fees and/or costs. Seller is aware of and understands all potential benefits to which he/she/it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the Buyer and with legal counsel of his/her/its choice. This waiver and release shall survive the Close of Escrow. By such release, Seller expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HIS SETTLEMENT WITH THE DEBTOR."

  
\_\_\_\_\_  
Seller's Initials

7.15 City Council Approval of Agreement. This Agreement is subject to the approval of the Buyer's City Council. If this Agreement remains unapproved by the Buyer's City Council then the parties will have no further obligation under this Agreement.

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

**BUYER**

**SELLER**

**CITY OF GARDEN GROVE,**  
a municipal corporation,

**DAN C. CORYELL SR.,** an unmarried man

\_\_\_\_\_  
Matthew J. Fertal  
City Manager

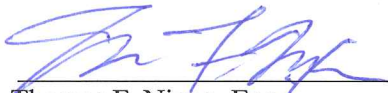
By:  \_\_\_\_\_

Attest:

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

Approved as to form by:

**WOODRUFF, SPRADLIN & SMART**

  
\_\_\_\_\_  
Thomas F. Nixon, Esq.  
City Attorney

**Exhibit List**


- Exhibit A -- Legal Description of the Property
- Exhibit B -- Form of Grant Deed
- Exhibit C -- Form of Certificate of Acceptance
- Exhibit D -- Affidavit of Non-foreign Taxpayer Status
- Exhibit E --Tenant Estoppel Certificate(s)

**ACCEPTANCE BY ESCROW HOLDER:**

Marisela Serrato hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement for Acquisition of Real Property and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. By agreeing to act as Escrow Holder hereunder, Escrow Holder expressly agrees to undertake and be responsible for all withholding obligations imposed pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations thereunder and California Revenue and Taxation Code §18662 and shall defend, indemnify and hold Buyer harmless in connection with such obligations.

Date: 5-28-13

[Agora Escrow Services]

By:   
Name: Marisela Serrato  
Its: Escrow Officer



**EXHIBIT A**

**LEGAL DESCRIPTION**

REAL PROPERTY IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 2 TRACT NO. 1923, IN THE CITY OF GARDEN GROVE, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 54, PAGES 18 AND 19, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

End of Legal Description

**EXHIBIT C**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Grant Deed from Dan C. Coryell Sr. Grantor, dated \_\_\_\_\_, 2013, to the City of Garden Grove, a municipal corporation, Grantee, is hereby accepted by the City Clerk of said City, by the order of the City Council of the City of Garden Grove on the \_\_\_\_ day of \_\_\_\_\_, 2013, and the Grantee consents to recordation thereof by the City Clerk, its duly authorized officer.

CITY OF GARDEN GROVE

By: \_\_\_\_\_  
Name:  
Title: City Clerk

DATED: \_\_\_\_\_, 20\_\_

**EXHIBIT D**

DO NOT RECORD.  
DO NOT SEND  
TO IRS.

TRANSFeree (BUYER)  
MUST RETAIN FOR  
SIX YEARS AFTER  
THE TRANSACTION.

**CERTIFICATION OF NON-FOREIGN  
STATUS BY TRANSFEROR**

1. Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U. S. real property interest must withhold tax if the transferor (Seller) is a foreign person.

2. In order to inform each transferee that withholding of tax is not required upon disposition of a U. S. real property interest by DAN C. CORYELL SR.  
(hereinafter referred to as "the Transferor"), the undersigned hereby certifies, and declares by means of this certification, the following on behalf of the Transferor:

A. The one item marked below is true and correct:

(I) The Transferor is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as these terms are defined in the Internal Revenue Code and Income Tax Regulations).

(II) The Transferor is a corporation incorporated under the laws of a foreign jurisdiction but has elected to be treated as a U. S. corporation under Section 897(i) of the Internal Revenue Code, AND HAS ATTACHED TO THIS CERTIFICATE A TRUE AND GENUINE COPY OF THE ACKNOWLEDGMENT OF SUCH ELECTION ISSUED BY THE IRS.

B. The Transferor's social security number is 548-70-5662

C. The Transferor's address is 418 E. 22nd St.  
SANTA ANA, CA 92706

3. The Transferor understands that this certificate may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained in this certification may be punished by fine or imprisonment (or both).

4. The Transferor understands that each transferee is relying on this certificate in determining whether withholding is required and each transferee may face liabilities if any statement in this certificate is false.

5. The Transferor hereby indemnifies each transferee, and agrees to defend and hold each transferee harmless, from any liability, cost, damage, or expense which such transferee may incur as a result of:

A. the Transferor's failure to pay any U. S. Federal income tax which the Transferor is required to pay under applicable U. S. law, or

B. any false or misleading statement contained herein.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete; I further declare that I have authority to sign this document on behalf of the Transferor.

EXECUTED in Orange County, State of CA, I.F.  
on 5/24/13.

Transferor: DAN C. CORYELL SR.

By: [Signature]

Title: \_\_\_\_\_



TENANT ESTOPPEL CERTIFICATE

(C.A.R. Form TEC, Revised 4/11)

Tenant: Larry Hart, Janice Hart  
Premises: 12371 Harbor Blvd, Garden Grove, CA 92840

To whom it may concern: The undersigned is the Tenant of the above premises and makes the following representations:

1. LEASE TERMS:

- A.  If checked) A copy of the Lease is attached hereto.
  - B. Date of the Lease: prior to 1987
  - C. Name of the current Landlord: Dan C. Bryell, Sr
  - D. Name of the current Tenant: \_\_\_\_\_
  - E. Current monthly base rent: \$ 1100.00, paid through: May 2013
  - F. Security deposit: \$ 0 Other deposits: \$ 0
  - G. Expiration date of current term: month to month
  - H. Number and Location of Parking Spaces: Garage and alley
  - I. Number and Location of Storage Spaces: \_\_\_\_\_
  - J. Who pays utilities services: **Water:**  Landlord  Tenant; **Electric:**  Landlord  Tenant; **Gas:**  Landlord  Tenant; **Waste Disposal:**  Landlord  Tenant; **Gardener:**  Landlord  Tenant; **Sewer:**  Landlord  Tenant; **Other:** \_\_\_\_\_  Landlord  Tenant; **Other:** \_\_\_\_\_  Landlord  Tenant.
  - K. Who owns appliances: **Stove:**  Landlord  Tenant; **Refrigerator:**  Landlord  Tenant; **Washer/Dryer:**  Landlord  Tenant; **Microwave:**  Landlord  Tenant; **Other:** \_\_\_\_\_  Landlord  Tenant.
2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease:

There are no verbal or written agreements or understandings between Landlord and Tenant with respect to the Premises, except as set forth above.

- 3. Tenant is the actual occupant and is in possession of the Leased Premises. Tenant has not assigned, transferred or hypothecated its interest under the Lease. Any construction, build-out, improvements, alterations, or additions to the Premises required under the Lease have been fully completed in accordance with the plans and specifications described in the Lease.
  - 4. All obligations of Landlord under the Lease have been fully performed and Landlord is not in default under any term of the Lease. Tenant has no defenses, off-sets or counterclaims to the payment of rent or other amounts due from Tenant to Landlord under the Lease.
  - 5. Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as follows:
6. Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws or similar state laws.
7. Tenant represents that Tenant: (a) is not in default of the performance of any obligations under the Lease; (b) has not committed any breach of the Lease; and (c) has not received any notice of default under the Lease, which has not been cured.
8. The correct address for notices to Tenant is the Premises above unless otherwise specified in writing.
9. The person signing below represents that he/she is duly authorized by Tenant to execute this Statement in Tenant's behalf.
10. Tenant understands that: (a) a lender may make a loan secured in whole or part by the Premises, and that if Lender does so, Lender's action will be in material reliance on this Estoppel Certificate; and/or (b) a buyer may acquire the Premises or the building in which the Premises is located, and if buyer completes the purchase, buyer will do so in material reliance on this Estoppel Certificate.

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

Tenant \_\_\_\_\_  
By: DAN C. BRYELL Title: 3/24/13  
Landlord or Manager

Receipt Acknowledged:

Date: \_\_\_\_\_ By: \_\_\_\_\_ Title \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**EXHIBIT B**

**FORM OF GRANT DEED**

**RECORDING REQUESTED BY**

**WHEN RECORDED RETURN TO:**

City Clerk  
CITY OF GARDEN GROVE  
11222 Acacia Parkway  
Garden Grove, CA 92840

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
**Exempt from recording charges under Government Code § 6103**

**GRANT DEED**

**APN:**

This transfer is exempt from Documentary Transfer Tax pursuant to Revenue & Taxation Code § 11922.

THE UNDERSIGNED SELLER(S) DECLARE(S):

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

**DAN C. CORYELL SR.**, an unmarried man,

hereby GRANT(S) to:

**CITY OF GARDEN GROVE, a municipal corporation,**

the real property in Orange County, California, more particularly set forth on Exhibit A attached hereto and incorporated herein by this reference.

**TOGETHER** with:

1. All tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof; and

2. All rights, title, and interests of Seller in and under all covenants, conditions, restrictions, reservations, easements, and other matters of record, including, without limitation, all rights as "Declarant" under any Declarations of Covenants, Conditions and Restrictions ("Declarations") of record.

**SAID GRANT BEING FURTHER SUBJECT TO:**

1. General and special real property taxes for the current fiscal year and all later years.
2. All assessments imposed by a duly empowered governmental entity, whether or not of record.
3. Any and all declarations, covenants, conditions, restrictions, easements, reservations (including, but not limited to, reservations and exceptions to the mineral estate), rights, and rights of way of record.

Date: 5/24/13

By:   
Name:

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

By: \_\_\_\_\_  
Name:

ACKNOWLEDGEMENT

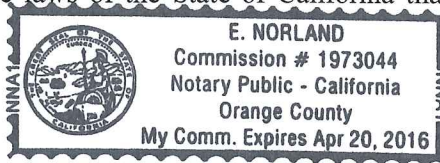
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On MAY 24 2013, before me, E. NORLAND, Notary Public, personally appeared DAN C. CORYELL SR., 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]  
Signature



My Commission Expires: 4/20/14

*This area for official notarial seal*



**Exhibit "A" to the Grant Deed**

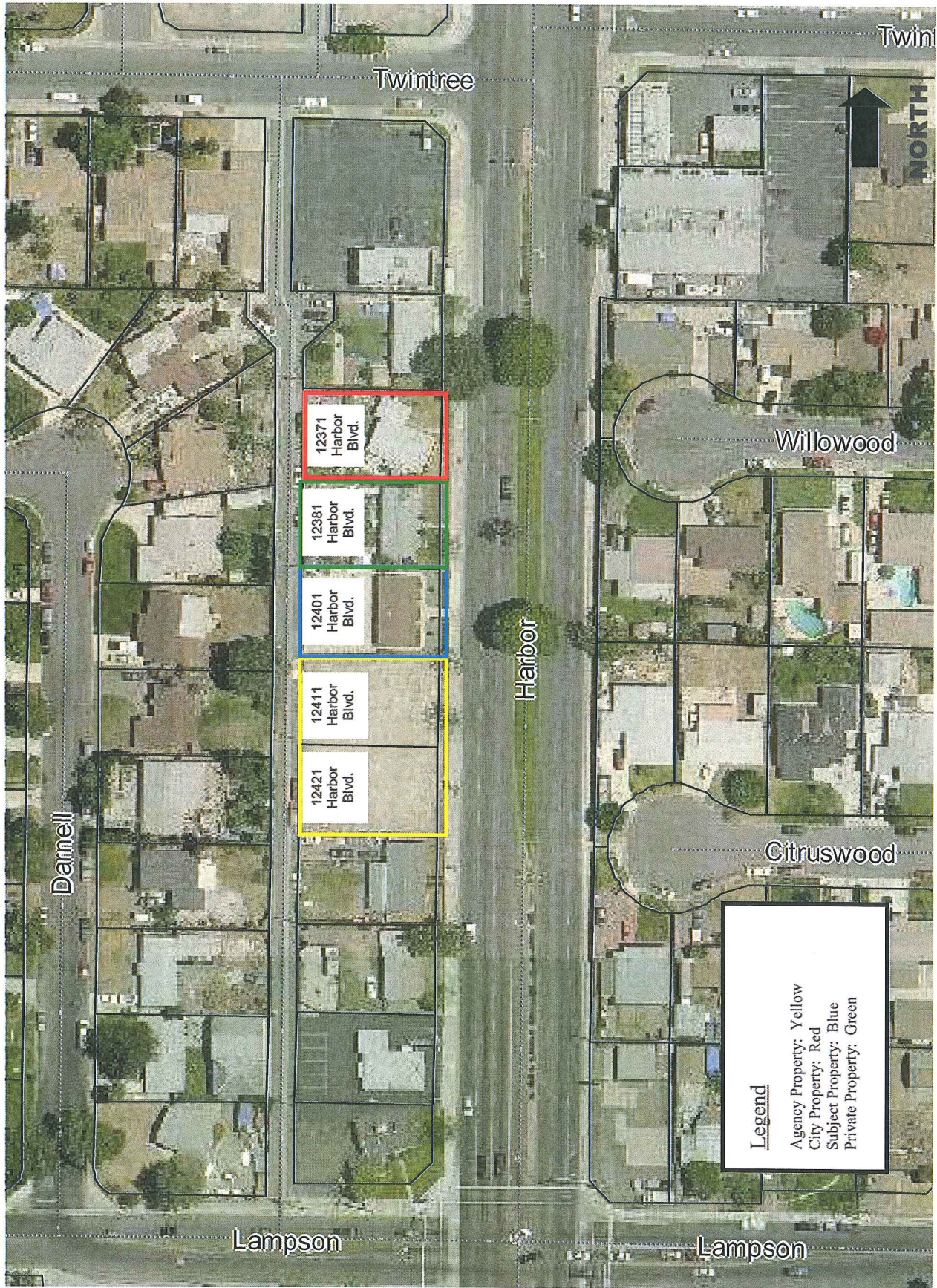
**LEGAL DESCRIPTION OF THE PROPERTY**

REAL PROPERTY IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 2 TRACT NO. 1923, IN THE CITY OF GARDEN GROVE, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 54, PAGES 18 AND 19, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

End of Legal Description

Fire Station No. 6 Replacement Site



**Legend**

- Agency Property: Yellow
- City Property: Red
- Subject Property: Blue
- Private Property: Green