

DELEGATION OF AUTHORITY TO THE CITY MANAGER TO ACCEPT CONVEYANCE TO THE CITY OF REMNANT PARCELS ON LEDA LANE AND EXECUTE CERTAIN DOCUMENTS IN CONJUNCTION WITH WATER PARK HOTEL PROJECT PROPERTY CONVEYANCE TO GARDEN GROVE MXD, INC. (12601 AND 12602 LEDA LANE; 12581, 12591, 12681, AND 12721 HARBOR BOULEVARD, GARDEN GROVE)
FEBRUARY 11, 2014
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On November 12, 2013, the City Council approved Final Parcel Map 2010-118 for the subdivision of the Project site. A copy of Final Parcel Map 2010-118 is attached. (Attachment 3)

DISCUSSION

Acceptance of Conveyance of Leda Lane Remnant Parcels to City

The entire Project site, including the two properties at the end of Leda Lane formerly identified as 12601 and 12602 Leda, is currently owned by The City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency") and will be conveyed to Garden Grove MXD, Inc., pursuant to that certain First Amended and Restated Disposition and Development Agreement between the former Garden Grove Agency for Community Development and Garden Grove MXD, Inc. (the "DDA").

Leda Lane is a private street serving the eight (8) remaining residential parcels located along it. A portion of the existing cul-de-sac at the end of Leda Lane is located on the property that will be conveyed to Garden Grove MXD, Inc. pursuant to the DDA. The Project Conditions of Approval require that this cul-de-sac be maintained. Accordingly, this portion of the property will be located on the northerly side of the boundary wall separating the Project from Leda Lane. This remnant property located north of the future Project wall consists of approximately 0.03 acres and is generally described and depicted on Final Parcel Map 2010-118 as lettered lots A and B.

In conjunction with the conveyance of the property by the Successor Agency pursuant to the DDA, Garden Grove MXD, Inc. has requested that the accept re-conveyance of this portion of the property from Garden Grove MXD, Inc. or its successor. The property would be transferred to the City at no cost. There will be minor costs to the City associated with ownership and maintenance of this remnant parcel, but the request is reasonable in order to facilitate closing of the property conveyance transaction and development of the Project. Conveyance of this remnant property to the City would be consistent with the General Plan.

Indemnity Agreements

The 2008 Agreement Affecting Real Property and Water Main and Service Extension Agreement and the 2011 Amendment No. 1 thereto (collectively, the "Water Line Agreements") are recorded in the chain of title to a portion of the property to be conveyed to Garden Grove MXD, Inc. pursuant to the DDA and are identified as exceptions in the preliminary title report. The Water Line Agreements cannot be removed as exceptions to title at this time because a few remaining obligations under the agreements have not been completed, and termination of the agreements would require the approval of each of

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the property owners along Leda Lane. Accordingly, in order to facilitate the developer's financing for the Project and the issuance of title insurance, it may be necessary for the City to provide an agreement to indemnify, defend, and hold harmless the title insurance company and/or Garden Grove MXD, Inc., or its successor from any claims that may arise from the Water Line Agreements. Because no specific indemnity agreement has been requested at this time, staff is requesting that the City Council delegate authority to the City Manager to enter into any such indemnity agreements on behalf of the City, if needed.

Most of the obligations under the Water Line Agreements have been satisfied. The only outstanding obligations are those referenced in (a) Section 3.2 of the Amendment No. 1 pertaining to the City's obligation to arrange for the slurry sealing of Leda Lane, and (b) Sections 4.2 and 4.3 of the Amendment No. 1 pertaining to the property owners' obligation to amend the corporate articles of incorporation and bylaws of the Leda Lane Mutual Association. Staff is engaged in ongoing discussions with the property owners along Leda Lane regarding these issues and anticipates that all outstanding obligations under the Water Line Agreements will be satisfied in the near future.

Other City Actions Associated With Conveyance of Property

Staff anticipates that the property conveyance transaction under the DDA may close within the next few weeks. In conjunction with this closing, staff anticipates that the City may be asked to execute various documents, including, but not limited to, an estoppel certificate relating to Development Agreement No. DA-183-10 and escrow instructions, and/or to provide various approvals or representations pertaining to zoning, financing, or other matters affecting the Project or the property being conveyed by the Successor Agency pursuant to the DDA. In order to facilitate closing and to avoid potential delays due to questions of legal authority, staff is requesting that the City Council expressly delegate authority to the City Manager, or his designee, to execute such documents on behalf of the City.

FINANCIAL IMPACT

No direct immediate costs to the City are anticipated as a result of the requested actions. Acceptance of conveyance of the Leda Lane remnant parcels will not cost the City anything up front, but will result in minor future ongoing costs associated with property ownership and maintenance. If the City is asked to indemnify the title company or developer for claims associated with the Water Line Agreements, the City would incur costs associated with any such claims; however, the risk of any such claims is minimal.

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RECOMMENDATION

It is recommended that the City Council:

- Authorize the City Manager or City Clerk to accept conveyance of the real property identified on Final Parcel Map 2010-118 to be located on the northerly side of the boundary wall separating the Water Park Hotel Project from Leda Lane from Garden Grove MXD, Inc. or its successor to the City of Garden Grove;
- Authorize the City Manager to enter into an agreement or agreements on behalf of the City, as needed, and in a form approved by the City Attorney, providing for the City to indemnify, defend, and hold harmless First American Title Insurance Company (or other title insurance company) and/or or Garden Grove MXD, Inc. or its successor, from any claims arising from or related to that certain Agreement Affecting Real Property and Water Main and Service Extension Agreement, dated August 12, 2008, and that certain First Amendment to Agreement Affecting Real Property and Water Main and Service Extension Agreement, dated May 3, 2011; and
- Authorize the City Manager, or his designee, to approve and execute on behalf of the City any and all agreements, escrow instructions, estoppel certificates, approvals, or other documents requested from the City and necessary to facilitate closing of the property conveyance transaction pursuant to that certain First Amended and Restated Disposition and Development Agreement between the former Garden Grove Agency for Community Development and Garden Grove MXD, Inc.


KINGSLEY OKEREKE
Finance Director


By GREG BLODGETT
Senior Project Manager

- Attachment 1: Agreement Affecting Real Property and Water Main and Service Extension Agreement
- Attachment 2: Amendment No. 1 to Agreement Affecting Real Property and Water Main and Service Extension Agreement
- Attachment 3: Final Parcel Map

Recommended for Approval


Matthew Fertal
City Manager

RECORDING REQUESTED BY:

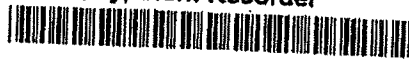
City of Garden Grove

WHEN RECORDED MAIL TO:

City of Garden Grove
Post Office Box 3070
Garden Grove, CA 92842
Attn: Real Property Office

2 3951

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

 NO FEE

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115 30 A12 43

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430

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

AGREEMENT AFFECTING REAL PROPERTY AND WATER MAIN
AND SERVICE EXTENSION AGREEMENT

**AGREEMENT AFFECTING REAL PROPERTY AND WATER MAIN AND SERVICE
EXTENSION AGREEMENT**

THIS AGREEMENT AFFECTING REAL PROPERTY AND WATER MAIN AND SERVICE EXTENSION AGREEMENT (this "Agreement") is made and entered into this 12 day of August, 2008 ("Effective Date"), by and between the following parties:

1. City:

The City of Garden of Garden Grove, a municipal corporation (hereinafter referred to as "City");

2. Mutual Water Company

Leda Lane Mutual Association, a California nonprofit mutual benefit corporation ✓
(hereinafter referred to as "Corporation"); and

3. Property Owners

The following property owners and members of the Corporation (hereinafter separately referred to as "Property Owner" and collectively referred to as "Property Owners"):

Terijo Tardiff
Trustee, Helene H. Brewbaker Living Trust
12362 Lampson Avenue
Garden Grove, California 92840

Helena Hua and Donna Dungminh Hua
12522 Leda Lane
Garden Grove, California 92840

Tin Van Nguyen and Rue Thi Tran
12531 Leda Lane
Garden Grove, California 92840

Manh Dang Tran
12532 Leda Lane
Garden Grove, California 92840

Tina Hue Nguyen
12561 Leda Lane
Garden Grove, California 92840

Lam H. Khong and Van Thi Nguyen
12562 Leda Lane
Garden Grove, California 92840

Linh Van Dang and Kim Tuyet Thi Bui
12581 Leda Lane
Garden Grove, California 92840

Mien Van Pham and Van Thuy Pham
12582 Leda Lane
Garden Grove, California 92840

Young Chin Huh
12601 Leda Lane
Garden Grove, California 92840

Kathleen Ton
12602 Leda Lane
Garden Grove, California 92840

RECITALS

A. City operates a water service enterprise and is legally authorized to provide water service to properties within the jurisdictional limits of the City of Garden Grove.

B. Property Owners own the ten (10) parcels located at the above-mentioned addresses along Leda Lane and Lampson Avenue, within the jurisdictional limits of the City of Garden Grove, and more particularly described in Exhibits "A-1" through "A-10" hereto (collectively, the "Properties").

C. Corporation is a private mutual water company that is currently responsible for providing water service to the Properties.

D. Corporation owns and operates a water well (the "Well") and pumping plant, situated on the South 20 feet of the West 20 feet of the South 140 feet of the East ½ of the West ½ of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 34, Township 4 South, Range 10 West, S.B.B. & M, as well as certain appurtenant facilities necessary for the provision of water service to the Properties.

E. Corporation also is responsible for maintenance of the roadway commonly referred to as Leda Lane.

F. The Property Owners constitute the shareholders and members of the Corporation.

G. On or about November 16, 2007, the Corporation's pumping plant, which facilitated the delivery of water from the Well to the Properties, failed.

H. In order to ensure the Property Owners' continued access to potable water, the City, upon deposit of \$1,200.00 by the Corporation, immediately constructed and installed a

temporary connection between the City's water distribution system and the Properties, including the installation of two (2) 2" meters, utilizing the Corporation's existing pipelines and facilities, at a cost to the City of \$8,706.14.

I. From and since November 16, 2007, the City has provided potable water to the Properties via this temporary connection.

J. The Corporation and the Property Owners have agreed to pay all costs for construction and installation of the facilities necessary for the temporary connection of the Properties to the City's water system, as well as all appropriate fees and charges of City for the provision of temporary water service to the Properties by the City.

K. The Property Owners desire to have the City permanently extend water service to the Properties and to cease having the Corporation provide water service to the Properties.

L. The Property Owners desire to terminate the Corporation's status as a mutual water company, but to continue to operate the Corporation for the sole purpose of maintaining the common roadway commonly referred to as Leda Lane.

M. The Property Owners have applied to the City for extension of water mains and services pursuant to Garden Grove Municipal Code Section 14.24.010.

N. The Property Owners have agreed to pay all costs for construction and installation of the facilities necessary to permanently extend the City's water service to the Properties, as well as all fees and charges of City related to connection of the Properties to the City's water system and for the provision of water service to the Properties by the City.

AGREEMENT

1. Payment of Costs For Temporary Connection

1.1 Construction and Installation Costs. The Corporation and the Property Owners acknowledge and agree that they owe the City the sum of Seven Thousand Five Hundred Six Dollars and 14/100 Cents (\$7,506.14), which sum represents the total cost incurred by the City in constructing and installing the temporary connection between the Properties and the City's water system (\$8,706.14), less the previously submitted deposit (\$1,200.00). The City hereby agrees to allow the Property Owners to pay the City this sum over time, as follows. The Property Owner(s) of each of the ten (10) Properties agree to pay the sum of \$750.62 to the City, payable in six (6) equal bi-monthly installments. The City shall include each installment on the Property Owner's bi-monthly invoice for ongoing water service, and each installment shall be paid within such time and in such manner as set forth on the invoice. The Property Owners hereby acknowledge and agree that failure to pay each bi-monthly installment when due and according to the terms set forth the invoice shall subject the Property Owners to any and all penalties, and entitle the City to any and all remedies, which are applicable to other water service charges typically charged to customers by the City. Notwithstanding the foregoing, the Corporation shall remain jointly and severally liable for any unpaid costs incurred by the City in constructing and installing the temporary connection, and, in the event any portion of such costs is not paid by the Property Owners as provided above, the City shall be entitled to seek payment from the

Corporation. The Corporation shall pay any such sums within thirty (30) days of demand by the City.

1.1 Previous Temporary Water Service Costs. On or before the Effective Date of this Agreement, the Corporation and/or the Property Owners shall pay to the City a sum representing the unpaid cost to the City of providing water to the Properties via the temporary connection from November 16, 2007 through the Effective Date (or such earlier date acceptable to the City). City, Corporation, and Property Owners acknowledge and agree that the cost to the City of providing water to the Properties via the temporary connection shall be calculated in accordance with Section 14.12.010 of the Garden Grove Municipal Code, but shall not include a Capital Improvements Charge.

1.2 Continuing Temporary Water Service Costs. To the extent such costs are not paid pursuant to Section 1.2, above, Corporation and/or Property Owners also agree to pay to the City all additional costs to the City of providing water to the Properties via the temporary connection through and until such date as the Properties become permanently connected to the City's water system. The Corporation shall pay the City for such costs within thirty (30) days of submission of a written invoice by the City to the Corporation. In the event the Corporation does not pay the City for such costs within thirty (30) days, the Property Owners acknowledge and agree that the owner(s) of each of the Properties shall be responsible for, and shall pay to the City upon demand, a sum representing 1/10th of such total cost.

2. Payment of Costs for Permanent Connections

2.1 Deposit of Construction Costs. Pursuant to Garden Grove Municipal Code Section 14.24.010, prior to or upon execution of this Agreement, the Property Owner(s) of each of the ten Properties shall each deposit the sum of Three Thousand Six Hundred Five Dollars and 50/100 Cents (\$3,605.50) with the City, which sum represents 1/10th of the total cost for construction and installation of new water mains necessary to extend the City's water service to the Properties (\$2,990.50), plus the total construction and installation cost of the one-inch service connection for each Property (\$615.00). This deposit does not include the cost of connecting the existing services lines on each Property to the back side of the newly installed one-inch meter, which shall be the sole responsibility of the Property Owners. No payment in excess of the above-stated costs shall be required. Notwithstanding the foregoing, the Property Owner(s) of each Property may elect to defer payment of up to fifty percent (50%) of such deposit, or One Thousand Eight Hundred Two and 75/100 Cents (\$1,802.75), until completion of construction by the City. In the event of such an election is made, the Property Owner(s) may choose to pay the remaining portion of their share of the total cost for construction and installation of new water mains and service connections either (i) within thirty (30) days following completion of construction of the improvements by the City, or (ii) in equal bi-monthly installments over a two (2) year period commencing upon completion of construction of the improvements by the City. If the Property Owner(s) elect to pay the remaining balance in installments over time, said remaining balance shall be subject to simple interest at the rate of five percent (5%) per annum, which interest will be added to the bi-monthly installments due the City.

2.2 Reimbursement by City. In the event the final total cost incurred by the City for construction and installation of new water mains necessary to extend the City's water service to

the Properties is less than the total estimated cost of \$29,905.00, the City shall reimburse the Property Owner(s) of each of the Properties a sum equaling 1/10th of such difference.

3. Construction and Installation of Water Main

3.1 Within sixty (60) days of the Effective Date of this Agreement, the City shall commence construction and installation of the water mains and appurtenances necessary to permanently extend City water service to the Properties. Upon completion of the construction and installation of the necessary water mains and appurtenances, City shall fill and re-pave any trenches cut in Leda Lane in conjunction therewith. Corporation and Property Owners understand and agree, however, that City shall not be responsible for re-paving or re-surfacing any other portions of Leda Lane after construction and installation of the water mains and appurtenances serving the Properties.

3.2 All water mains and appurtenances installed by the City pursuant to this Agreement shall become and remain the property of the City.

3.3 Each Property Owner shall be responsible, at the Property Owner's sole expense, for connecting the existing water service lines on the Property to the back side of the newly installed one-inch meter. This work shall be performed by a licensed plumbing contractor. Prior to construction, the Property Owners shall locate the individual service lines on their respective Properties and direct the City where to construct the individual one-inch services.

4. **Grant of Easement.** Concurrently with the execution of this Agreement, the Property Owners of each of the Properties shall cause to be delivered to City a duly executed and acknowledged Easement Deed in a form acceptable to the City. The general form of the Easement Deed to be executed by each Property Owner is attached hereto at Exhibit "B".

5. **Provision of Water Services.** Upon connection of the Properties to the City's water system, the City shall provide domestic water services to the Properties on the same terms and conditions City provides water services to other residential properties within the City and in accordance with, and subject to, all applicable laws and regulations, including, but not limited to, Title 14 of the Garden Grove Municipal Code, as such Title may be periodically amended.

6. Abandonment of Well and Appurtenant Facilities

6.1 Within sixty (60) days of completion by the City of construction and installation of the water main pursuant to Section 3, above, the Corporation shall (i) sound the Well to determine its depth and diameter, and (ii) cap and seal the well casing with a welded metal cap, leaving the sealed well casing exposed, all in compliance with all applicable federal, state, and local laws and requirements. Within one hundred eighty (180) days of completion by the City of construction and installation of the water main pursuant to Section 3, above, the Corporation shall remove and dispose of the pumping plant and all above-ground appurtenant facilities utilized by the Corporation for provision of water from the Well to the Properties.

6.2 Within sixty (60) days of completion by the City of construction and installation of the water main pursuant to Section 3, above, the Corporation shall to take all necessary action to abandon in place all underground appurtenant facilities utilized by the Corporation for

provision of water from the Well to the Properties in compliance with all applicable federal, state, and local laws and requirements. This shall include, without limitation, filling the pipeline connecting the pumping plant to the Properties with concrete at the point where the pipeline is cut in conjunction with removal of the pumping plant, or such other method acceptable to the City and applicable regulatory agencies which will permanently render such pipeline unusable.

6.3 Within three (3) years of the Effective Date of this Agreement, the Corporation and/or the Property Owners shall take all necessary action to properly abandon the Well. Abandonment of the Well shall be performed in compliance with all applicable laws, regulations, rules, and guidelines of the California Department of Water Resources, the County of Orange, the City of Garden Grove, and any other federal, state, or local governmental agency with jurisdiction, and shall include, without limitation, the following:

- (a) An approved well destruction permit must be obtained, and a C-57 licensed contractor must be utilized. The well destruction permit shall conform to requirements of California Department of Water Resources ("CDWR") and be properly filed with CDWR prior to destruction and upon completion of the well destruction.
- (b) Removal of metal cap and video the well for inspection of debris, location and assessment of casing perforations and overall condition assessment of the casing. All interfering debris shall be removed and any loose sand and sediment shall be bailed from the well.
- (c) Install string charge with ball bearings spaced every four feet opposite sections of blank casing, fill (via tremie) casing with 10 sack cement – sand slurry, cover casing with 2-inch steel plate, and detonate charge.
- (d) Remove top five (5) feet of casing and dirt, flare top of casing, backfill top section of casing with 450-C-2000 concrete to form a cap at least 1-foot thick, and backfill the excavation with native soil compacted to a minimum of 90% density.

7. Water Rights and Services

7.1 Management of Groundwater in Corporation's Former Service Area. Pursuant to California Water Code Section 10750.7, Corporation hereby agrees that, to the extent necessary or required by law, City shall have the right, but not necessarily the obligation, to manage the groundwater within the Corporation's service area.

7.2 Authorization to Provide Water Service and Waiver of Compensation. To the fullest extent allowed by law, Corporation and each Property Owner, in his or her capacity as a member of the Corporation and in his or her individual capacity, and on behalf of each of their respective successors and assigns, expressly authorize City to provide water service to the Properties and hereby waive any and all rights any or each of them has or may have to compensation for the taking of property under the United States Constitution, the California Constitution, or Chapter 8.5 of Part 1 of Division 1 of the California Public Utilities Code as a result of the extension of City facilities and water service into the Corporation's service area and/or the required abandonment of the Well and appurtenant facilities by the Corporation.

8. Termination of Corporation's Status as a Mutual Water Company

8.1 Termination of Mutual Water Company Status. Corporation and each Property Owner hereby agree to take all necessary actions, including, but not limited to, amendment of the Corporation's articles of incorporation and bylaws, to legally waive, forfeit, and terminate Corporation's status as a mutual water company and all rights possessed by Corporation as a result of its status as a mutual water company to provide water service to the Properties.

8.2 Amendment of Corporate Articles and Bylaws. The Corporation and each Property Owner hereby agree to take all necessary action to legally amend Corporation's articles of incorporation and bylaws in a manner acceptable to the City Attorney, such that Corporation ceases to purport to be or to retain any legal status as a mutual water company under California law and remains in existence only for the purpose of maintaining the common roadway commonly referred to as Leda Lane and to carry out any ongoing obligations imposed on the Corporation pursuant to this Agreement. Proposed amendments to the Corporation's articles of incorporation and bylaws shall be provided to the City Attorney within one hundred eighty (180) days of the Effective Date of this Agreement and prior to approval by the Corporation and/or Property Owners. Upon written notice to the Corporation from the City Attorney of the approval of the proposed amended documents, the Corporation and Property owners shall take all necessary actions to legally approve and adopt the amended articles of incorporation and bylaws approved by the City Attorney and shall file the amended articles of incorporation with the California Secretary of State. Within ninety (90) days of the City Attorney's written notice approving the proposed amended documents, the Corporation shall provide the City with (i) an original conformed copy of the Amended Articles of Incorporation filed with the California Secretary of State and (ii) a true and correct copy of the amended bylaws dated and executed by the Secretary of the Corporation.

9. Representations and Warranties of the Corporation

9.1 The Corporation represents and warrants that the Property Owners constitute the sole shareholders and members of the Corporation.

9.2 The Corporation represents and warrants that the Corporation is the lawful owner of the Well and appurtenant pumping plant and other facilities described in the Recitals to this Agreement and possesses the lawful authority to perform each and every obligation undertaken by the Corporation pursuant to this Agreement.

10. Representations and Warranties of the Property Owners

10.1 Each Property Owner represents and warrants that he or she is the title owner of record of one or more of the Properties, or is otherwise legally authorized to act on behalf of such title owner(s) of record, and is legally authorized to enter into this Agreement and to perform each and every obligation of the Property Owner undertaken pursuant to this Agreement.

10.2 Each Property Owner represents and warrants that he or she is a member of the Corporation.

10.3 Each Property Owner, as a member of the Corporation, represents and warrants that the President and Secretary of the Corporation are Wayne Yau and Kathleen Ton, respectively, and agrees that these two individuals have the authority to execute this Agreement on behalf of the Corporation and to legally bind the Corporation.

10.4 Each Property Owner, as a member of the Corporation, hereby ratifies each and every action and obligation of the Corporation required by and/or provided for in this Agreement.

10.5 Each Property Owner and represents and warrants that the Corporation is the lawful owner of the Well and appurtenant pumping plant and other facilities described in the Recitals to this Agreement and possesses the lawful authority to perform each and every obligation undertaken by the Corporation pursuant to this Agreement.

11. **Indemnity and Hold Harmless.** Corporation and each Property Owner agree to protect, defend, and hold harmless City and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, and for any other damage claim resulting from, arising out of, or in any way connected with performance of this Agreement, or the breach of any representations or warranties set forth herein, by Corporation or such Property Owner, as applicable, or their respective agents, officers, employees, subcontractors, or independent contractors hired by Corporation or such Property Owner. The only exception to Corporations' and/or Property Owners responsibility to protect, defend, indemnify and hold harmless City, is due to the sole negligence or intentional wrongful conduct of City, or any of its elective or appointive boards, officers, agents or employees.

12. **No Assignment.** No assignment of this Agreement by the Corporation or any Property Owner shall be valid without the prior written approval of the City, which approval the City may withhold in its absolute discretion.

13. **Obligations Run With the Land.** The parties expressly agree that this Agreement and all rights and obligations of the Property Owners hereunder shall run with the land and shall be binding upon all subsequent purchasers, grantees, donees, successors, and/or assigns ("Successor Owners") of all or any portion of any of the Properties. Each Property Owner hereby agrees to provide actual notice of this Agreement and its terms to all such Successor Owners.

14. **General Provisions**

14.1 **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded.

14.2 **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

14.3 Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

14.4 Governing Law, Jurisdiction and Venue. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Agreement, and service mailed to the address of the Corporation and Property Owners set forth herein shall be adequate service for such litigation. The parties further agree that Orange County, California is the proper place for venue as to any such litigation and Corporation and each Property Owner agrees to submit to the personal jurisdiction of such court in the event of such litigation.

14.5 Notices. All notices, requests, demands, consents, approvals or other communications required or permitted hereunder or by law shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

Address of City:

Water Services Manager
City of Garden Grove
13802 Newhope Street
Garden Grove, CA 92843

With a Copy to:

City Attorney
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Address of Corporation

President
Leda Lane Mutual Association
12582 Leda Lane
Garden Grove, CA 92840

With a Copy to:

Hoang Huy Tu
Law Offices of Hoang Huy Tu
10872 Westminster Ave, Ste. 114
Garden Grove, CA 92843

Addresses of Property Owners

As Set Forth Above

14.6 Non-Waiver. A waiver by any party of any breach of any term covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character. No waiver of any of the provision of this Agreement shall be effective unless in writing and signed by an authorized representative of the party to be charged.

14.7 Severability. In the event that any term, covenant, condition or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or against public policy, the remaining provisions shall continue in full force and effect.

14.8 Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Parties.

14.9 No Third Party Beneficiaries. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies pursuant to, or by reason of, this Agreement on any person other than the parties hereto and their respective successors and assigns, if any.

14.10 Binding Upon Successors. The terms and conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

14.11 Time of the Essence. Time is of the essence in connection with every provision contained in this Agreement.

14.12 Recitals. The parties hereby agree that the recitals are incorporated into this Agreement by this reference.

14.13 Counterparts. This Agreement may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument.

14.14 Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

14.15 Authority to Execute. The individuals executing this Agreement in a representative capacity warrant that they are duly authorized to execute this Agreement on behalf of the party they represent and that by executing this Agreement, such party is formally bound.

14.16 Cooperation. Each party agrees to reasonably cooperate with the others and to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

"CITY"
City of Garden Grove

Date: 7-12-08

By: Matthew J. Fertal
Matthew J. Fertal
City Manager

ATTESTED:

By: Kathleen Baines
City Clerk

Date: August 1, 2008

APPROVED AS TO FORM:

By: [Signature]
Garden Grove City Attorney

Date: 7/23/08

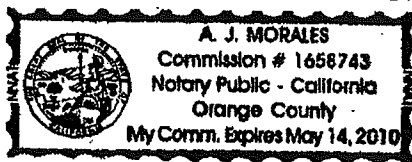
STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On October 6, 2008, before me, A. J. MORALES, a Notary Public, personally appeared MATTHEW FERTAL, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 declare 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]
Notary Public A. J. MORALES



AMENDMENT NO. 1 TO
AGREEMENT AFFECTING REAL PROPERTY
AND WATER MAIN AND SERVICE EXTENSION AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT AFFECTING REAL PROPERTY AND WATER MAIN AND SERVICE EXTENSION AGREEMENT (this "Amendment No. 1") is made and entered into to be effective **May 3, 2011** ("Effective Date"), by and between the City of Garden of Garden Grove, a municipal corporation (hereinafter referred to as "City"), Leda Lane Mutual Association, a California nonprofit mutual benefit corporation (hereinafter referred to as "Corporation"), and the undersigned owners of those properties located at the following addresses within the jurisdictional limits of the City of Garden Grove, California (hereinafter separately referred to as "Property Owner" and collectively referred to as "Property Owners"):

12362 Lampson Avenue
Garden Grove, California 92840

12522 Leda Lane
Garden Grove, California 92840

12531 Leda Lane
Garden Grove, California 92840

12532 Leda Lane
Garden Grove, California 92840

12561 Leda Lane
Garden Grove, California 92840

12562 Leda Lane
Garden Grove, California 92840

12581 Leda Lane
Garden Grove, California 92840

12582 Leda Lane
Garden Grove, California 92840

12601 Leda Lane
Garden Grove, California 92840

12602 Leda Lane
Garden Grove, California 92840

RECITALS

A. City, Corporation, and Property Owners (or their predecessors in interest) previously entered into that certain Agreement Affecting Real Property and Water Main and Service Extension Agreement, dated on or about August 12, 2008, and recorded in the Official Records of Orange County, California on October 27, 2008 as the following document numbers: 2008000493472, 2008000493474, 2008000493476, 2008000493478, 2008000493480, 2008000493481, 2008000493483, 2008000493485, 2008000493487, 2008000493506, and 2008000493509 (the "Agreement").

B. Property Owners own the ten (10) parcels located at the above-mentioned addresses along Leda Lane and Lampson Avenue, within the jurisdictional limits of the City of Garden Grove, and more particularly described in Exhibits "A-1" through "A-10" hereto (collectively, the "Properties").

C. The roadway commonly referred to as Leda Lane is a private street ending in a cul-de-sac that runs through and serves the Properties and in which the Property Owners individually and/or collectively possess certain property rights.

D. Corporation is a nonprofit mutual benefit corporation responsible for maintenance of Leda Lane, and the Property Owners constitute the shareholders and members of the Corporation.

E. Corporation also owns and previously operated a water well (the "Well") and pumping plant, situated on the South 20 feet of the West 20 feet of the South 140 feet of the East ½ of the West ½ of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 34, Township 4 South, Range 10 West, S.B.B.& M (the "Well Site"), as well as certain appurtenant facilities necessary for the previous provision of water service to the Properties by Corporation.

F. In accordance with the Agreement, City previously constructed and installed new water mains and service connections on the Properties in order to extend the City's water service to the Properties, and the Property Owners each paid City for their respective proportionate share of the cost of such construction and installation.

G. Section 6 of the Agreement requires the Corporation and Property Owners to undertake certain actions within specified time periods related to abandonment of the Well and appurtenant facilities. To date, no actions towards abandonment of the Well and appurtenant facilities in accordance with Section 6 have been taken.

H. The City has approved certain land use entitlements for the construction and operation of a water park hotel and related facilities to the south of the Properties (the "Project"). The Project area includes those two Properties located at 12601 and 12602 Leda Lane, respectively, and currently owned by the Garden Grove Agency for Community Development (the "Agency"). The Well Site is located between and adjacent to these two Properties.

I. The approved Project does not contemplate use of Leda Lane for emergency access, and the conditions of approval of the Project entitlements require that the cul-de-sac located at the southerly end of Leda Lane be maintained.

J. The Parties desire to enter into this Amendment No. 1 in order to facilitate abandonment of the Well and appurtenant facilities and to clear title to the Well Site.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The parties acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Amendment No. 1.

2. **Satisfaction of Sections 1 Through 5 of Agreement.** The parties hereto acknowledge and agree that the City, Corporation, and Property Owners have each respectively satisfied their respective obligations under Sections 1 through 5 of the Agreement.

3. **Obligations of City.**

3.1 **Abandonment of Well by City.** The City shall be responsible for undertaking and paying for all work necessary to fully abandon the Well and appurtenant facilities. The Corporation and the Property Owners are hereby released of any and all obligations pursuant to Section 6 of the Agreement.

3.2 **Slurry Seal of Leda Lane.** If requested by the Corporation within four (4) years from the Effective Date of this Amendment No. 1, City shall arrange for Leda Lane to be slurry sealed, at City's cost, and will make City's in-house staff available to Corporation to evaluate the existing pavement on Leda Lane and recommend cut and patch solutions that may help prolong the life of the pavement. Except as expressly set forth in this paragraph 3.2, City shall have no obligation to maintain or repair Leda Lane, which is a private road.

4. **Obligations of Corporation and Property Owners.**

4.1 **Quitclaim of Interest in Well Site.** Concurrently with the execution of this Amendment No. 1, the Corporation, the Property Owners of each of the Properties, and each spouse of a Property Owner that is not a title holder of record, but who possesses any interest in one of the Properties, shall cause to be delivered to City a duly executed and acknowledged Quitclaim Deed, in a form acceptable to the City, conveying any and all interest they may have in the Well Site, if any.

4.2 **Severance of Agency Membership in Corporation.** Prior to completion of construction of the Hotel Project, Corporation and each Property Owner hereby agree to cooperate with the Agency and/or its successors in interest to the two Properties located at 12601 and 12602 Leda Lane, and to execute all documents and take all actions, including, but not limited to, amending the Corporation's articles of incorporation and bylaws, necessary to legally relieve the owner(s) of these two properties from any and all ongoing future Corporation obligations, including but not limited to maintenance of Leda Lane and/or the cul-de-sac, and to permanently sever membership in the Corporation from ownership of these two Properties. The Agency and/or its successors in interest shall be an express third party beneficiary(ies) to this Agreement for purposes of enforcing this obligation.

4.3 Other Obligations Under Agreement Remain in Effect. Except as provided above, Corporation and Property Owners shall not be released from any other obligations under the Agreement, including, but not limited to, those obligations set forth in Section 8 of the Agreement related to termination of Corporation's mutual water company status and corresponding amendment of the Corporation's articles of incorporation and bylaws.

5. Effect of Amendment No. 1. This Amendment No. 1 is supplemental to the Agreement and is by reference made a part of the Agreement. All of the terms, conditions and provisions of the Agreement unless specifically modified herein, shall apply to this Amendment No. 1 and shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment No. 1 and any of the provisions of the Agreement, the provisions of this Amendment No. 1 shall in all respects govern and control.

6. Representations and Warranties of the Corporation

6.1 The Corporation represents and warrants that the Property Owners constitute the sole shareholders and members of the Corporation.

6.2 The Corporation represents and warrants that the Corporation possesses the lawful authority to perform each and every obligation undertaken by the Corporation pursuant to this Agreement.

7. Representations and Warranties of the Property Owners

7.1 Each Property Owner represents and warrants that he or she is the title owner of record of one or more of the Properties, or is otherwise legally authorized to act on behalf of such title owner(s) of record, and is legally authorized to enter into this Amendment No. 1 and to perform each and every obligation of the Property Owner undertaken pursuant to this Amendment No. 1.

7.2 Each Property Owner represents and warrants that he or she is a member of the Corporation.

7.3 Each Property Owner, as a member of the Corporation, represents and warrants that the President and Secretary of the Corporation are Wayne Yau and Charles Dang, respectively, and agrees that these two individuals have the authority to execute this Amendment No. 1 on behalf of the Corporation and to legally bind the Corporation.

7.4 Each Property Owner, as a member of the Corporation, hereby ratifies each and every action and obligation of the Corporation required by and/or provided for in this Amendment No. 1.

8. Counterparts. This Amendment No. 1 may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first set forth above.

"CITY"
City of Garden Grove

By: Matthew J. Fertal
MATTHEW J. FERTAL
City Manager

ATTESTED:

By: Kathleen Bailes
City Clerk

Date: 3/12/2012

APPROVED AS TO FORM:

By: James H. Eggert
Garden Grove City Attorney

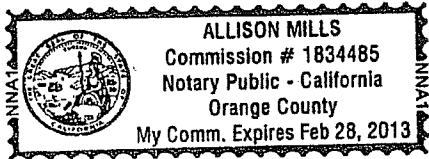
Date: 11-17-2011

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On March 12, 2012, before me, Allison Mills, a Notary Public, personally appeared Matthew Fertal, 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 declare under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

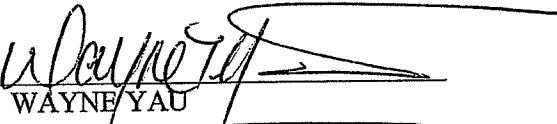
WITNESS my hand and official seal.




Allison Mills
Notary Public

"CORPORATION"

**Leda Lane Mutual Association, a
California nonprofit mutual
benefit corporation**

By: 
WAYNE YAU
President

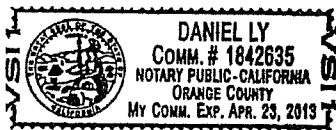
By: 
CHARLES DANG
Secretary

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On Sept. 28, 2011, before me, Daniel Ly, a Notary Public, personally appeared Wayne Yan, 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 declare 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.




Notary Public

SHEET 1 OF 4
3 NUMBERED PARCELS
12.078 ACRES GROSS
11.168 ACRES NET
DATE OF SURVEY: JANUARY 2012
ALL OF TENTATIVE
PARCEL MAP NO. 2010-118

PARCEL MAP NO. 2010-118

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE
STATE OF CALIFORNIA
BEING A CONSOLIDATION AND RE-SUBDIVISION OF A PORTION OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, S.B.M., IN THE RANCHO LAS BOLSAS AS SHOWN ON A MAP ON FILE IN BOOK 61, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

KENNETH E. TAIT, RCE 14900 TAIT & ASSOCIATES, INC
DATE OF SURVEY: JANUARY 2012
FOR COMMERCIAL PURPOSES

ACCEPTED AND FILED AT THE
REQUEST OF
FIRST AMERICAN TITLE INSURANCE COMPANY
DATE 12-3-2013
TIME 9:21 P.M. FEE \$ 12.00
INSTRUMENT # 201300652497
BOOK 376 PAGE 12-15
BY HUGH NGUYEN
COUNTY CLERK-RECORDER
DEPUTY

OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

- A WE HEREBY RESERVE FOR PRIVATE STREET PURPOSES, LEDA LANE AS SHOWN HEREON.
- B WE HEREBY RESERVE FOR PRIVATE STREET PURPOSES, LEDA LANE AS SHOWN HEREON.
- C WE HEREBY DEDICATE TO THE CITY OF GARDEN GROVE HARBOR BOULEVARD FOR STREET AND HIGHWAY PURPOSES AS SHOWN HEREON.
- D WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE AN EASEMENT 7.00 FEET WIDE FOR SIDEWALK PURPOSES AS SHOWN HEREON.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS AN EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER PARCELS 1 AND 3 IN FAVOR OF PARCEL 2.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE:

1. ALL VEHICULAR INGRESS AND EGRESS ACCESS RIGHTS TO HARBOR BOULEVARD EXCEPT AT APPROVED LOCATIONS.
2. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHTS TO SURFACE ENTRY.

OWNER:

CITY OF GARDEN GROVE, AS SUCCESSOR AGENCY PURSUANT TO THE STATUTE TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, A PUBLIC BODY, CORPORATE AND POLITICAL, AS OWNER.

Matthew J. Fernal
NAME: MATTHEW J. FERNAL
TITLE: DIRECTOR

Deena Romero
NAME: MARILEEN ROMERO TEJERA
TITLE: SECRETARY, Deputy



BENEFICIARY:
CITY OF GARDEN GROVE, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED MARCH 09, 2011 AS INSTRUMENT NO. 2011000124340, 2011000124341, 2011000124348, 2011000124347, 2011000124348 AND 2011000124349, ALL OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

Matthew J. Fernal
NAME: MATTHEW J. FERNAL
TITLE: CITY MANAGER

Deena Romero
NAME: MARILEEN ROMERO TEJERA
TITLE: CITY CLERK, Deputy



NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA)
COUNTY OF Orange) SS

ON November 12, 2013 BEFORE ME Allison Mills, NOTARY PUBLIC, PERSONALLY APPEARED Matthew Fernal 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/IT/WE EXECUTED THE SAME IN HIS/HER/ITS/OUR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ITS/OUR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Allison Mills
NAME: Allison Mills, NOTARY PUBLIC
NOTARY COMMISSION NUMBER: 2005892
MY COMMISSION EXPIRES: 2-28-17
MY PRINCIPAL PLACE OF BUSINESS IS IN: Orange County

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA)
COUNTY OF Orange) SS

ON November 12, 2013 BEFORE ME Allison Mills, NOTARY PUBLIC, PERSONALLY APPEARED Deena Romero 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/IT/WE EXECUTED THE SAME IN HIS/HER/ITS/OUR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ITS/OUR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Allison Mills
NAME: Allison Mills, NOTARY PUBLIC
NOTARY COMMISSION NUMBER: 2005892
MY COMMISSION EXPIRES: 2-28-17
MY PRINCIPAL PLACE OF BUSINESS IS IN: Orange County

SEE SHEET 2 FOR SIGNATURE OMISSIONS

ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF GARDEN GROVE IN JANUARY 2012. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS 90 DAYS AFTER THE ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Kenneth E. Tait 11-7-13
KENNETH E. TAIT DATE
R.C.E. 14900
LICENSE EXPIRES 03/31/15



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS 11 DAY OF 12, 2013.

William E. Murray
WILLIAM E. MURRAY
CITY ENGINEER OF THE CITY OF GARDEN GROVE
R.C.E. 60353 REGISTRATION EXPIRES 03/30/2015



COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617, EXPIRATION DATE 12-31-2019

Craig S. Wehrman 12/13
BY: CRAIG S. WEHRMAN, CHIEF DEPUTY SURVEYOR



CITY CLERK'S CERTIFICATE:

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

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD ON THE 12th DAY OF November, 2013 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE:

1. THE RELINQUISHMENT OF ALL VEHICULAR ACCESS RIGHTS TO HARBOR BOULEVARD EXCEPT AT APPROVED LOCATIONS FOR INGRESS AND EGRESS
2. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHTS TO SURFACE ENTRY.
- C THE DEDICATION OF HARBOR BOULEVARD FOR STREET AND HIGHWAY PURPOSES.
- D THE DEDICATION OF AN EASEMENT 7.00 FEET WIDE FOR SIDEWALK PURPOSES.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS 12th DAY OF November, 2013.

Deena Romero, Deputy City Clerk
NAME
CITY CLERK OF GARDEN GROVE



COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES FROM UNPAID

AND AS SUCH TO THE RECORDS OF ORANGE COUNTY WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEBTS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS 12th DAY OF November, 2013.

Shari L. Freidenrich
COUNTY TREASURER-TAX COLLECTOR

Shari L. Freidenrich
DEPUTY TREASURER-TAX COLLECTOR

SHEET 2 OF 4
3 NUMBERED PARCELS
12.078 ACRES GROSS
11.168 ACRES NET
DATE OF SURVEY: JANUARY 2012
ALL OF TENTATIVE
PARCEL MAP NO. 2010-118

PARCEL MAP NO. 2010-118

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE
STATE OF CALIFORNIA

KENNETH E. TAIT, RCE 14900 TAIT & ASSOCIATES, INC
DATE OF SURVEY: JANUARY 2012
FOR COMMERCIAL PURPOSES

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (4)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- ① THE COUNTY OF ORANGE HOLDER OF AN EASEMENT FOR WIDENING HARBOR BOULEVARD AND INCIDENTAL PURPOSES, RECORDED MAY 13, 1947 IN BOOK 1521, PAGE 294 OF OFFICIAL RECORDS, DOCUMENT RE-RECORDED MARCH 29, 1948 IN BOOK 1743, PAGE 131 OF OFFICIAL RECORDS.
- ④ THE COUNTY OF ORANGE HOLDER OF AN EASEMENT FOR THE WIDENING LAMPSON AVENUE AND HARBOR BOULEVARD, RECORDED MARCH 29, 1955 IN BOOK 3013 PAGE 205 OF OFFICIAL RECORDS.

PORTIONS OF SAID EASEMENT WAS ABANDONED BY RESOLUTION NO. 79 RECORDED JANUARY 09, 1957 IN BOOK 3765, PAGE 42, RESOLUTION NO. 894 RECORDED NOVEMBER 09, 1959 IN BOOK 4985, PAGE 241 AND RESOLUTION NO. 8086-11 RECORDED AUGUST 23, 2011 AS INSTRUMENT NO. 2011000415068 ALL OF OFFICIAL RECORDS.
- ⑤ GUS J. BURINDA AND LINDA L. BURINDA AND FRIEDA KATHRYNE DICKSON HOLDER OF AN EASEMENT FOR ROAD PURPOSES RECORDED AUGUST 28, 1955 IN BOOK 3189, PAGE 126 OF OFFICIAL RECORDS.
- ⑦ SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED MARCH 2, 1972 IN BOOK 10023, PAGE 774 OF OFFICIAL RECORDS.
- ④⑧ SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED SEPTEMBER 18, 2012 AS INSTRUMENT NO. 2012000540820 OF OFFICIAL RECORDS.

RECORD DATA REFERENCES:

- R1 INDICATES RECORD DATA PER PARCEL MAP NO. 84-503, AS SHOWN BY MAP ON FILE IN BOOK 194 PAGES 1 THROUGH 4 INCLUSIVE OF PARCEL MAPS, RECORDS OF ORANGE COUNTY.
- R2 INDICATES RECORD DATA PER RECORD OF SURVEY, AS SHOWN BY MAP ON FILE IN BOOK 85 PAGE 15 OF RECORD OF SURVEYS, RECORDS OF ORANGE COUNTY.
- R3 INDICATES RECORD DATA PER TRACT NO. 1636, AS SHOWN BY MAP ON FILE IN BOOK 58 PAGES 32 AND 33 OF MAPS, RECORDS OF ORANGE COUNTY.
- R4 INDICATES RECORD AND MEASURED DATA PER DOCUMENT RECORDED NOVEMBER 09, 1959 IN BOOK 4985, PAGE 241 BOTH OF OFFICIAL RECORDS.
- R5 INDICATES RECORD DATA PER DOCUMENT RECORDED AUGUST 11, 2009 AS INSTRUMENT NO. 2009000432873 OF OFFICIAL RECORDS.
- R6 INDICATES RECORD DATA PER DOCUMENT RECORDED APRIL 22, 2009 AS INSTRUMENT NO. 2009000106038 OF OFFICIAL RECORDS.
- R7 INDICATES RECORD DATA PER DOCUMENT RECORDED OCTOBER 6, 2009 AS INSTRUMENT NO. 2009000537183 OF OFFICIAL RECORDS.
- R8 INDICATES RECORD DATA PER DOCUMENT RECORDED DECEMBER 30, 2010 AS INSTRUMENT NO. 2010000708908 OF OFFICIAL RECORDS.
- R9 INDICATES RECORD DATA PER DOCUMENT RECORDED DECEMBER 22, 2011 AS INSTRUMENT NO. 2011000689805 AND 2011000689608 BOTH OF OFFICIAL RECORDS.
- R10 INDICATES RECORD DATA PER DOCUMENT RECORDED JULY 15, 2003 AS INSTRUMENT NO. 2003000544149 OF OFFICIAL RECORDS.
- R11 INDICATES RECORD DATA PER DOCUMENT RECORDED JUNE 9, 2003 AS INSTRUMENT NO. 2003000687063 OF OFFICIAL RECORDS.

DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (1981.55 EPOCH DCS GPS ADJUSTMENT)

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99996489 (PROJECT SPECIFIC).

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS. NO. 3857 AND GPS. NO. 3074 BEING NORTH 81°22'22" WEST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

MONUMENT NOTES

- INDICATES MONUMENT FOUND AS NOTED
- ▲ INDICATES FOUND O.C.S. GPS CONTROL STATION AS NOTED HEREON
- 2" IRON PIPE TAGGED "R.C.E. 14900" OR LEAD & TACK TAGGED "R.C.E. 14900" OR GEAR SPIKE & WASHER STAMPED "R.C.E. 14900". SET AT ALL BOUNDARY CORNERS, 90 DAYS AFTER THE ACCEPTANCE OF IMPROVEMENTS.
- 1" I.P. TAGGED "R.C.E. 14900" OR LEAD & TACK TAGGED "R.C.E. 14900" OR GEAR SPIKE & WASHER STAMPED "R.C.E. 14900". SET AT ALL PARCEL CORNERS, 90 DAYS AFTER THE ACCEPTANCE OF IMPROVEMENTS

EASEMENT DETAIL:

SEE SHEET 4

EASEMENT NOTES & DEDICATIONS:

- ① THE COUNTY OF ORANGE HOLDER OF AN EASEMENT FOR WIDENING HARBOR BOULEVARD AND INCIDENTAL PURPOSES, RECORDED MAY 13, 1947 IN BOOK 1521, PAGE 294 OF OFFICIAL RECORDS, DOCUMENT RE-RECORDED MARCH 29, 1948 IN BOOK 1743, PAGE 131 OF OFFICIAL RECORDS.
 - ④ THE COUNTY OF ORANGE HOLDER OF AN EASEMENT FOR THE WIDENING LAMPSON AVENUE AND HARBOR BOULEVARD, RECORDED MARCH 29, 1955 IN BOOK 3013 PAGE 205 OF OFFICIAL RECORDS.

PORTIONS OF SAID EASEMENT WAS ABANDONED BY RESOLUTION NO. 79 RECORDED JANUARY 09, 1957 IN BOOK 3765, PAGE 42, RESOLUTION NO. 894 RECORDED NOVEMBER 09, 1959 IN BOOK 4985, PAGE 241 AND RESOLUTION NO. 8086-11 RECORDED AUGUST 23, 2011 AS INSTRUMENT NO. 2011000415068 ALL OF OFFICIAL RECORDS.
 - ⑤ GUS J. BURINDA AND LINDA L. BURINDA AND FRIEDA KATHRYNE DICKSON HOLDER OF AN EASEMENT FOR ROAD PURPOSES RECORDED AUGUST 28, 1955 IN BOOK 3189, PAGE 126 OF OFFICIAL RECORDS.
 - ⑦ SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED MARCH 2, 1972 IN BOOK 10023, PAGE 774 OF OFFICIAL RECORDS.
 - ④⑧ SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED SEPTEMBER 18, 2012 AS INSTRUMENT NO. 2012000540820 OF OFFICIAL RECORDS.
- A A RESERVATION FOR PRIVATE STREET PURPOSES, LEDA LANE AS SHOWN HEREON.
 - B A RESERVATION FOR PRIVATE STREET PURPOSES, LEDA LANE AS SHOWN HEREON.
 - C HARBOR BOULEVARD DEDICATED TO THE CITY OF GARDEN GROVE FOR STREET AND HIGHWAY PURPOSES AS SHOWN HEREON.
 - D AN EASEMENT 7.00 FEET WIDE TO THE CITY OF GARDEN GROVE FOR SIDEWALK PURPOSES AS DEDICATED HEREON.

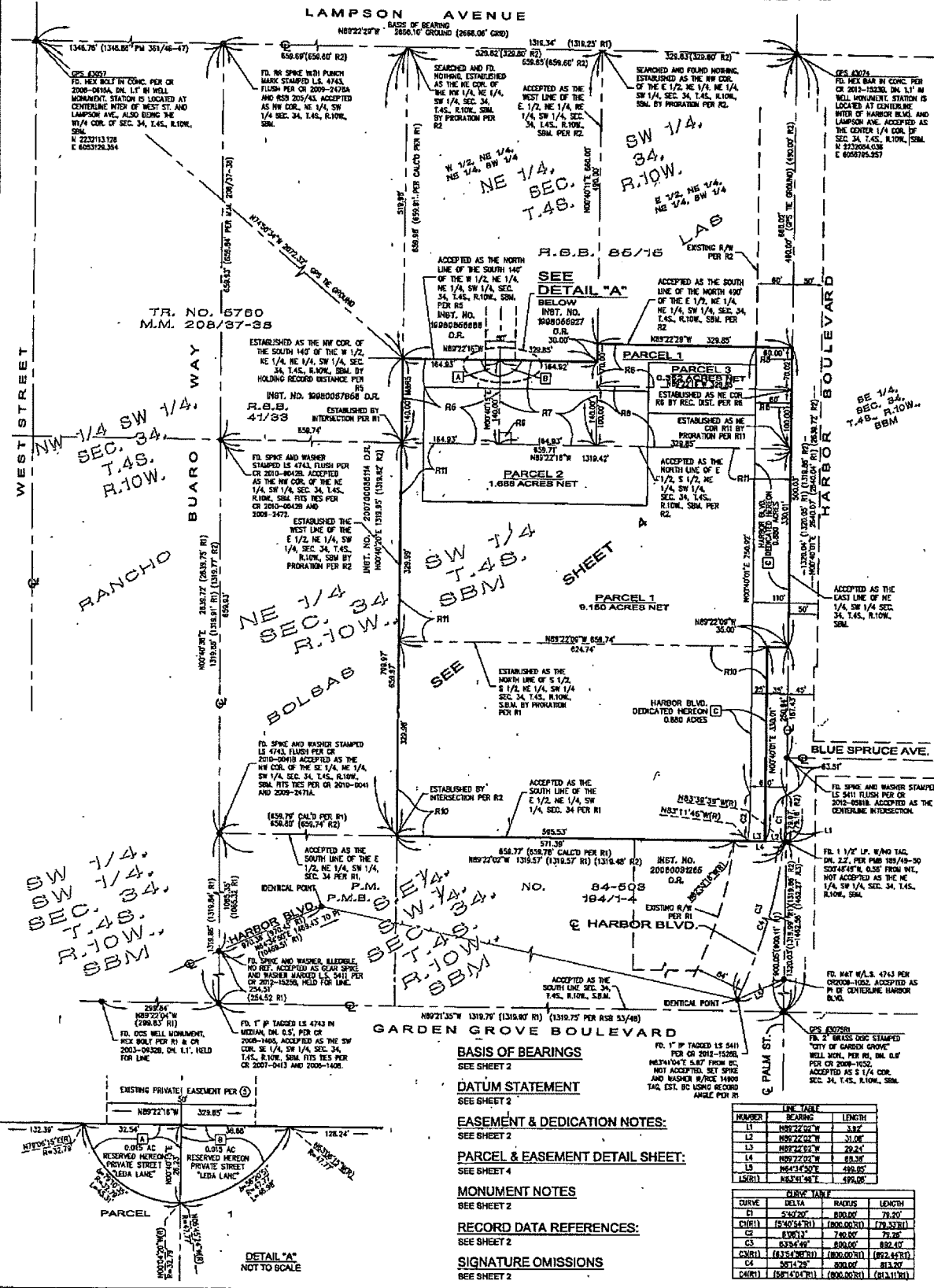
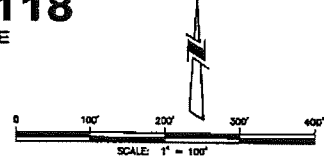
SHEET 3 OF 4
 3 NUMBERED PARCELS
 12.078 ACRES GROSS
 11.168 ACRES NET
 DATE OF SURVEY: JANUARY 2012
 ALL OF TENTATIVE
 PARCEL MAP NO. 2010-118

PARCEL MAP NO. 2010-118

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE
 STATE OF CALIFORNIA

KENNETH E. TAIT, RCE 14900 TAIT & ASSOCIATES, INC
 DATE OF SURVEY: JANUARY 2012

FOR COMMERCIAL PURPOSES
 BOUNDARY ESTABLISHMENT



BASIS OF BEARINGS
 SEE SHEET 2

DATUM STATEMENT
 SEE SHEET 2

EASEMENT & DEDICATION NOTES:
 SEE SHEET 2

PARCEL & EASEMENT DETAIL SHEET:
 SEE SHEET 4

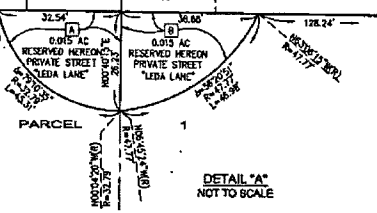
MONUMENT NOTES
 SEE SHEET 2

RECORD DATA REFERENCES:
 SEE SHEET 2

SIGNATURE OMISSIONS
 SEE SHEET 2

NUMBER	LINE TABLE	LENGTH
L1	N89°22'02"W	3.87
L2	N89°22'02"W	31.06
L3	N89°22'02"W	29.24
L4	N89°22'02"W	61.39
L5(R)	N89°41'50"E	496.05
L5(L)	N89°41'50"E	496.05

CURVE	DELTA	RADIUS	LENGTH
C1	S49°20'	800.00'	79.00'
C2(R)	S20°34'30"	1000.00'	179.53'
C2	S69°11'	750.00'	72.25'
C3	S35°49'	600.00'	892.47'
C3(R)	S13°42'30"	1000.00'	1092.45'
C4	S61°12'	800.00'	813.00'
C4(R)	S58°10'45"	800.00'	811.11'



SHEET 4 OF 4
 3 NUMBERED PARCELS
 12.078 ACRES GROSS
 11.168 ACRES NET
 DATE OF SURVEY: JANUARY 2012
 ALL OF TENTATIVE
 PARCEL MAP NO. 2010-118

PARCEL MAP NO. 2010-118

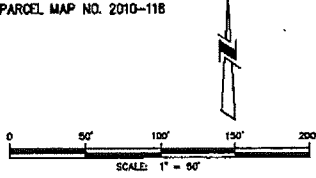
IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE
 STATE OF CALIFORNIA

KENNETH E. TAIT, RCE 14900 TAIT & ASSOCIATES, INC
 DATE OF SURVEY: JANUARY 2012
 FOR COMMERCIAL PURPOSES

PARCEL AND EASEMENT DETAIL SHEET

NUMBER	LINE TABLE BEARING	LENGTH
L1	N892230°W	3.82
L2	N892230°W	31.06
L3	N892230°W	78.24
L4	N892230°W	88.38
L5	N812430°E	199.02
L6(R1)	N623414°E	489.08

CURVE	DELTA	RADIUS	LENGTH
C1	5°40'20"	800.00'	72.20'
C1(R1)	(892230°)	(800.00' R1)	(78.33' R1)
C2	8°03'15"	750.00'	73.28'
C3	8°35'40"	800.00'	89.240'
C3(R1)	(832458° R1)	(800.00' R1)	(89.244' R1)
C4	58°14'29"	800.00'	813.27'
C4(R1)	(381334° R1)	(800.00' R1)	(813.11' R1)



BASIS OF BEARINGS
 SEE SHEET 2

DATUM STATEMENT
 SEE SHEET 2

EASEMENT & DEDICATION NOTES:
 SEE SHEET 2

MONUMENT NOTES
 SEE SHEET 2

RECORD DATA REFERENCES:
 SEE SHEET 2

SIGNATURE OMISSIONS
 SEE SHEET 2

BOUNDARY ESTABLISHMENT
 SEE SHEET 3

SEE SHEET 3

SEE SHEET 3

