## City of Garden Grove

## INTER-DEPARTMENT MEMORANDUM

To:

Matthew J. Fertal

From: William E. Murray

Dept:

City Manager

Dept:

Public Works

Subject:

APPROVAL OF FINAL TRACT MAP NO. 17036 AND SUBDIVISION

Date:

March 25, 2014

IMPROVEMENT AGREEMENT WITH GEO DANDELION, LLC FOR A

PROJECT LOCATED AT 8641 GARDEN GROVE BOULEVARD, GARDEN GROVE (AT THE NORTHEAST CORNER OF GARDEN GROVE BOULEVARD AND

ADELLE STREET)

## OBJECTIVE

To receive City Council approval of Final Tract Map No. TR 17036 and a Subdivision Improvement Agreement with GEO Dandelion, LLC for the property located at 8641 Garden Grove Boulevard, Garden Grove, on the northeast corner of Garden Grove Boulevard and Adelle Street, Garden Grove.

## **BACKGROUND**

On September 15, 2011, pursuant to Resolution No. 5748-11, the applicant, Steven Nguyen, received Planning Commission approval of Site Plan No. SP-465-11, and Tentative Tract Map No. TT-17036. A copy of Planning Resolution No. 5748-11 is attached.

Subsequent to the Planning Commission's approval, the project was taken over by GEO Dandelion, LLC, which is owned by Michael Chu.

## **DISCUSSION**

The subject map is a subdivision of six (6) numbered lots and four (4) lettered lots located on the northeast corner of Garden Grove Boulevard and Adelle Street, Garden Grove. The applicant is proposing to develop a 0.6-gross acre site with three lots to serve as a common area for landscaping, parking and recreation purposes, another lot to serve as a common area for private streets, drainage and utilities, and to construct 6 units of detached three-story single family residential development designed on individual lots. A blanket easement for a domestic water system and appurtenances has also been dedicated. The vehicular access rights to APPROVAL OF FINAL TRACT MAP NO. 17036 AND SUBDIVISION AGREEMENT FOR A PROJECT LOCATED THE NORTHEAST CORNER OF GARDEN GROVE BOULEVARD AND ADELLE STREET

March 25, 2014

Page 2

Adelle Street along with subsurface water rights have also have been released and relinquished except at access locations approved by the City.

The Subdivision Improvement Agreement requires the posting of security to ensure completion of the improvement of street, sewer, water, drainage, related onsite improvements and survey monumentation to guarantee the construction of these improvements for the subject development. The Developer has opted to provide a deposit in the form of cashier's checks, in lieu of bonds.

Staff has reviewed all subdivision documentation mandated by City Ordinances and the Subdivision Map Act and finds this map to be in compliance.

## FINANCIAL IMPACT

There is no financial impact.

## RECOMMENDATION

It is recommended that the City Council:

- Approve Final Tract Map No. TR 17036 and the Subdivision Improvement Agreement with GEO Dandelion, LLC, and accept the Deposit in lieu of Subdivision Improvement Bonds and the Insurance; and
- Authorize the City Manager to execute the Agreement on behalf of the City and make minor modifications as appropriate.

WILLIAM E. MURRAY, Public Works Director

> Kamyar Dibaj, MS Associate Engineer

Attachments:

1. Planning Commission Resolution No. 5748-11

2. Tract Map No. TR 17036

3. Subdivision Improvement Agreement

4. Cashiers Checks

Recommended for Approval

Matthew Fertal

## RESOLUTION NO. 5748-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-465-11.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on September 15, 2011, does hereby approve Site Plan No. SP-465-11, for land located at the northeast corner of Garden Grove Boulevard and Adelle Street, at 8641 Garden Grove Boulevard, Parcel No. 133-464-08.

BE IT FURTHER RESOLVED that the Planning Commission previously adopted a Negative Declaration on June 15, 2006 for the proposed project, which has not substantially changed from its original approval. Pursuant to Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, no further environmental review is required.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-465-11, the Planning Commission of the City of Garden Grove does hereby report as follows:

- 1. The subject case was initiated by Steven Nguyen.
- 2. The applicant is requesting to reinstate the previously approved entitlement under Site Plan No. SP-399-06 for the construction of six (6), detached, three-story single-family residential units.
- 3. The Community Development Department prepared a Negative Declaration for the project that was adopted by the Planning Commission on June 15, 2006, that (a) concluded that the proposed project can not, or will not, have a significant adverse effect on the environment, (b) was prepared and circulated in accordance with applicable law, including the California Environmental Quality Act, Public Resources Code of Regulations Section 15000 et. Seq. The proposed project does not involve substantial changes, which will require major revisions of the Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. No substantial changes have occurred with respect to the circumstances under which the proposed project is being implemented which will require major revisions of the Negative Declaration due to the involvement of new significant environmental impacts or a substantial increase in the severity of previously identified significant effects. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Negative Declaration was adopted shows any of the following: (a) the proposed project will have one or more significant effects not discussed in the Negative Declaration; or (b) significant effects previously examined will be substantially more severe than shown in the Negative Declaration. No further environmental review is required for the Project.

- 4. The property has a General Plan Land Use designation of Residential/Commercial Mixed Use 3 and is currently zoned currently zoned PUD-112-06 (Planned Unit Development). The 26,180 square foot site is vacant.
- 5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
- 6. Report submitted by City staff was reviewed.
- 7. Pursuant to a legal notice, a public hearing was held on September 15, 2011, and all interested persons were given an opportunity to be heard.
- 8. The Planning Commission gave due and careful consideration to the matter during its meeting of September 15, 2011; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Section 9.32.030, are as follows:

## FACTS:

The property is currently vacant, however, it was previously improved with a restaurant that was demolished more than ten years ago.

The property has a General Plan Land Use designation of Residential/Commercial Mixed Use 3 and is currently zoned currently zoned PUD-112-06 (Planned Unit Development).

The one-year time extension for Site Plan No. SP-399-06 approved on October 16, 2008, has since expired, and the applicant is requesting to reinstate the previously approved entitlement.

## **FINDINGS AND REASONS:**

## Site Plan:

1. The Site Plan complies with the spirit and intent of the provisions, conditions and requirements of Title 9 and the General Plan.

The project complies with the Mixed Use General Plan designation and the proposed PUD zoning for the property. The building facades, site design, parking, and landscaping, are consistent with the spirit and intent of the requirements of Municipal Code.

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

The drive aisles and maneuvering areas are adequate for vehicle access. Sufficient parking is provided, and adequate pedestrian access is provided within the project.

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

The existing streets, utilities and drainage facilities within the area are adequate to accommodate the project. The on-site circulation and parking are sufficient for the existing and proposed development.

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

The project has been reviewed by the Public Works Department, which has required various on- and off-site improvements, including sidewalks, driveways, and grading improvements. Issues raised by the project have been addressed in the project design and the conditions of approval.

5. The project is compatible with the physical, functional and visual quality of the neighboring uses and desirable neighborhood characteristics.

The project has been designed for building appearance, building placement, landscaping, and other amenities to attain an attractive environment.

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

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

- 1. The Site Plan does possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.32.030 (Site Plan).
- 2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the following conditions of approval, attached as "Exhibit A", shall apply to Site Plan No. SP-465-11.

ADOPTED this 15th day of September, 2011

## /s/ PHAT BUI CHAIR

I HEREBY CERTIFY that the foregoing resolution was duly adopted at the regular meeting of the Planning Commission of the City of Garden Grove, State of California, held on September 15, 2011, by the following votes:

AYES:

COMMISSIONERS:

BRIETIGAM, BUI, DOVINH, LAZENBY,

PAK, SILVA

NOES:

COMMISSIONERS:

NONE

ABSENT: COMMISSIONERS:

CABRAL

# /s/ JUDITH MOORE SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is October 6, 2011.

# Lot A, Private Street Utilitis & Drainse Lot BEP, Lundscape, recreation,

SHEET 1 OF 3 SHEETS
ALL OF TENTATIVE TRACT NO.
17036
6 NUMBERED LOTS
4 LETTERED LOTS
GROSS AREA = 0.635 ACRES

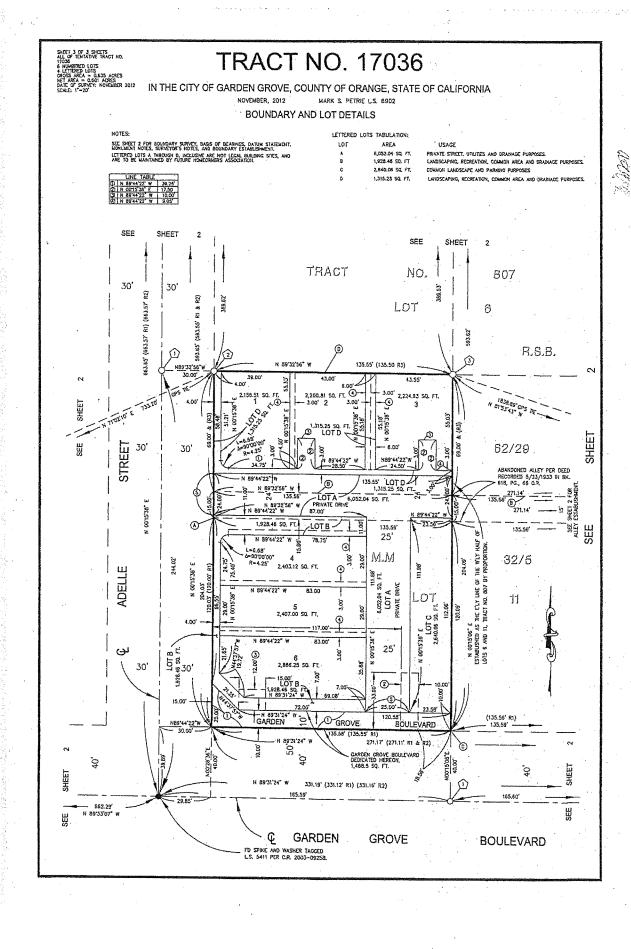
# TRACT NO 17036

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3. AN EASEMENT TO THE CITY OF CARDEN GROVE FOR PUBLIC STREET AND HIGHWAY AND INCIDENTAL PURPOSES PER BOOK 13355, PAGE 940 OF INSTRUMENT NO. 25258 OF OFFICIAL RECORDS, PLOTTED HEREIN.



SHEET 2 OF 1 SHEETS
ALL OF TENTATIVE TRACT NO.
17036
6 NUMBERED LOTS
4 LETTERED LOTS
GROSS AREA = 0.635 ACRES

# **TRACT NO. 17036**

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

NOVEMBER, 2012

MARK S. PETRIE LS. 6902

## **BOUNDARY SURVEY & GPS CONTROL**

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS 3500 AND STATION 3757RI BEING H 89'31'24" W PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

## DATUM STATEMENT:

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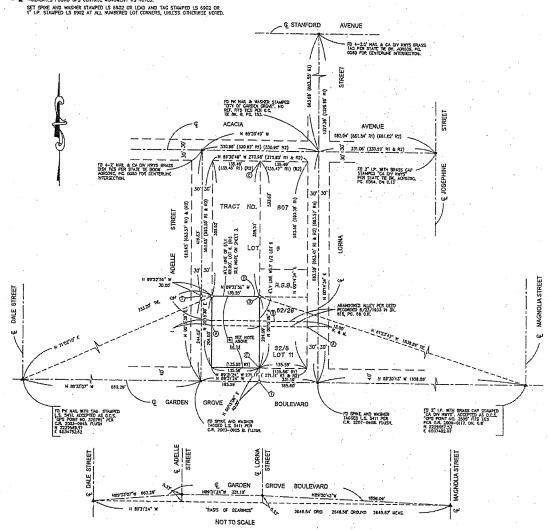
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- (R4)" INDICATES RECORD R.S. 2005-1178, R.S.B. 215/28-30
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- (2) EASEMENT 10 THE CITY OF GARDEN GROW, FOR WATERLINES AND INCOENTAL PURPOSES PER BOOK 7771, PAGE 92), AS DISTRIMENT NO. 10189 OF GETICAL RECORDS. PLOTTED ON SHEEF 3 HOSEIN.
- (3) EASEMENT TO THE CITY OF GARCEN GROWE FOR STORM CHAIN AND INCODENTAL PURPOSES PER INSTRUMENT NO. 83—086130 OF OFFICIAL RECORDS, PLOTTED ON SMEET 3 HEREIN.
- ( ) EASEMENT FOR ROOF OVERHAND AND DRAWAGE FOR THE BENEFIT OF ADJACENT PARCEL



## SUBDIVISION IMPROVEMENT AGREEMENT

Draft

SUBDIVIDER: GEO DAN DANDELION, LLC

## TRACT MAP NO. 17036

**THIS AGREEMENT** is made this 25<sup>th</sup> day of March 2014, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and Michael Chu-GEO DANDELION, LLC a limited liability corporation ("SUBDIVIDER"). CITY and SUBDIVIDER are sometime referred to herein individually as the "Party" or collectively as the "Parties."

## **RECITALS:**

The following recitals are a substantive part of this Agreement:

- 1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Tract Map No. 17036 ("Project"), subject to certain conditions of approval for the development of the Project ("Conditions of Approval").
- 2. As a condition precedent to the approval of the Final Map by CITY, SUBDIVIDER is required to construct, install and/or offer for dedication to CITY certain streets, highways, easements, infrastructure improvements and/or parcels of land intended for public use.
- 3. SUBDIVIDER, by the Final Map, has offered for dedication to CITY certain streets, easements, property, and infrastructure improvements.
- 4. CITY desires to accept the dedications of such streets, easements, property, and other improvements as shown on the Final Map, and certain other improvements described in this Agreement.
- 5. SUBDIVIDER has delivered to CITY and CITY has approved plans and specifications and related documents for certain "Improvements" (as hereinafter defined), which are required to be constructed and installed in order to accommodate the development of the Project.
- 6. SUBDIVIDER has requested approval of the Final Map prior to completion of all of the Improvements required by CITY.
- 7. To assure CITY that SUBDIVIDER will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.
- 8. SUBDIVIDER's agreement to construct and install the Improvements pursuant to this Agreement and its offer of dedication of the streets, easements, and other improvements, as shown on the Final Map, are a material consideration to CITY in approving the Final Map and permitting development of the Project to proceed.
- 9. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 et seq.) and the ordinances, rules, regulations, and determinations of the CITY.

## **AGREEMENT**

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

- 1. <u>Improvements</u>. SUBDIVIDER, at his or her sole expense, agrees to construct and install, as applicable, the street, sidewalks, drainage, domestic water, sanitary sewer, and other improvements (herein sometimes collectively referred to as the "Improvements") required to be constructed or agreed to be constructed as a condition precedent to the approval of the Final Map and acceptance of such streets and easements, as expressly shown on (1) the Improvement Lists attached hereto at Exhibit "A" and Exhibit "B" and incorporated herein, and/or (2) the approved Project Improvement Plans on file with CITY and/or subsequently approved or revised by CITY and SUBDIVIDER (the "Improvement Plans"). The estimated construction cost for the Improvements is \$212,709.00
- 2. <u>Security.</u> To secure the faithful performance of each improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each improvement required, SUBDIVIDER shall provide CITY, prior to the execution of this Agreement by CITY, with the following bonds:

Improvement	Type of Bond	Amount
100% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1268	Faithful Performance	\$212,709.00
50% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1268	Labor & Material	\$106,354.50
100% total estimate for Survey Monument Bond for setting required survey monuments and filing all documentation and records as described and required by the Final Tract Map on file with the CITY	Monument Bond	\$2000.00

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

- 3. <u>Time for Completion</u>. SUBDIVIDER shall complete construction and installation of the improvements within 365 days, or such later time as approved by the CITY in writing.
- 4. <u>CITY Inspection and Acceptance</u>. The City Engineer or his or her duly authorized representative, upon request of SUBDIVIDER, shall inspect the improvements herein agreed to be constructed or installed by SUBDIVIDER, and, if determined to be in accordance with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans, shall recommend the acceptance of such improvements by the CITY.
- 5. Changes or Alterations. SUBDIVIDER shall perform any changes or alterations in the construction and installation of the improvements required by CITY, to the extent such changes or alterations are needed to cause the improvements to comply with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans.
- 6. **Guarantee.** SUBDIVIDER shall guarantee such improvements for a period of one (1) year following the completion by SUBDIVIDER and acceptance by CITY against any defective work or labor done, or defective materials furnished, in the performance of work pursuant to this Agreement.

## 7. Insurance Requirements.

- 7.1 COMMENCEMENT OF WORK. SUBDIVIDER, all contractors, and subcontractors shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All contractors and subcontractors shall obtain and maintain the same insurance as required of SUBDIVIDER. SUBDIVIDER shall be responsible to collect and maintain all insurance from all contractors and subcontractors. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 7.2 <u>WORKERS COMPENSATION INSURANCE</u>. For the duration of this Agreement, SUBDIVIDER shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 7.3 <u>INSURANCE AMOUNTS</u>. SUBDIVDER shall provide and maintain or shall cause it's CONTRACTOR to provide and maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount not less than of \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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

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

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

In the event any of SUBDIVIDER's underlying policies do not meet policy limits within the insurance requirements, SUBDIVIDER shall provide: 1) the schedule of underlying polices for a follows form excess liability policy, 2) state that the excess policy follows form on the insurance certificate, and 3) an additional insured endorsement for the follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers.

If SUBDIVIDER maintains higher insurance limits than the minimums shown above, SUBDIVIDER shall provide coverage for the higher insurance limits otherwise maintained by the SUBDIVIDER.

## 7.4 Indemnification.

- A. SUBDIVIDER agrees to protect, defend, and hold harmless CITY and its officials, officers, employees and agents from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees for injury to or death of any person, damage to property, interference with use of property, and monetary damages of any nature resulting from, arising our of, or in any way connected with performance of the Agreement by SUBDIVIDER and its agents, officers, employees, subcontractors, or independent contractors hired by SUBDIVIDER. The only exception to SUBDIVIDER'S responsibility to protect, defend, indemnify and hold harmless CITY, is due to the negligence or willful misconduct of CITY, or any of its officials, officers, employees or agents.
- B. CITY does not, and shall not waive any rights against SUBDIVIDER, which it may have by reason of this hold harmless agreement. This hold harmless agreement

shall apply to all liability regardless of whether or not any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBDIVIDER in the event of loss, claim, damage, or expense. The indemnification obligations of SUBDIVIDER shall survive the termination of this Agreement until all such obligations are fully and finally resolved.

## 8. **Default**.

- 8.1 Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to CITY for a default by SUBDIVIDER hereunder, such remedy shall be in addition to, and not exclusive of, CITY's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.
- 8.2 <u>CITY Right to Perform Work.</u> In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER hereby authorizes CITY to perform such obligations twenty (20) days after mailing written Notice of Default to SUBDIVIDER at the address given below, and agrees to pay the entire cost of such performance by CITY, unless SUBDIVIDER cures such default in such twenty (20) day period, or such additional time as CITY deems reasonable in its sole discretion.
- 8.3 Costs and Attorney's Fees. In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER agrees to pay all costs and expenses reasonably incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of SUBDIVIDER's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.
- 9. Non-Liability of Officials and Employees of CITY. No member, official or employee of CITY shall be personally liable to SUBDIVIDER, or any successor in interest, in the event of any default or breach by CITY, or for any amount which may become due from CITY or its successor, or any obligation under the terms of this Agreement.

## 10. **Labor**.

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

- 10.2 <u>Non-Discrimination</u>. SUBDIVIDER covenants and agrees that there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity undertaken pursuant to this Agreement.
- 10.3 <u>Licensed Contractors</u>. SUBDIVIDER shall cause all of the Infrastructure Improvements to be constructed and/or installed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.
- 11. Change of Subdivider. If SUBDIVIDER ceases to have legal interest in the Project, then a notice to that effect shall be filed with CITY by Subdivider. The notice shall include the name and address of the new Subdivider. SUBDIVIDER shall require as a condition of the transfer of the legal interest in the Project, that the new Subdivider shall (1) submit new bonds in accordance with this Agreement (at which time the original bonds shall be released); (2) submit to CITY a certified copy of the recorded deed referencing the transfer of the legal interest; and (iii) require that, upon transfer, the successor Subdivider undertake all of the obligations under this Agreement in lieu and in place of SUBDIVIDER. Thereafter, SUBDIVIDER shall have no further obligations to CITY under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer. Subdivider's responsibility for such liability, obligations, acts or omissions shall survive until such liability or obligations are fully and finally resolved, or until the statute of limitations on such acts or omissions has elapsed.
- 12. **General Provisions.** It is mutually agreed as follows:
- 12.1 <u>Assignment or Delegation</u>. Neither CITY nor SUBDIVIDER shall assign this Agreement without the consent of the other. SUBDIVIDER shall not delegate its obligations under this Agreement to another.
- 12.2 <u>Independent Contractor</u>. It is understood and agreed that, in connection with the performance of SUBDIVIDER's obligations under this Agreement, SUBDIVIDER, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER shall act and be independent contractors and shall not be agents or employees of the CITY, and as independent contractors, shall obtain no rights to retirement benefits, or other benefits which accrue to CITY employees, and SUBDIVIDER, on behalf of itself, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER, hereby expressly waives any claim it may have to any such rights.
- 12.3 <u>Compliance with Law.</u> SUBDIVIDER shall comply with, and require all those acting on SUBDIVIDER's behalf to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 12.4 <u>Conflict of Interest and Reporting</u>. SUBDIVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12.5 <u>Notices</u>. All notices shall be personally delivered or mailed, postage prepaid, to the below-listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

If to SUBDIVIDER: Michael Chu-Geo DANDELION, LLC

a limited liability company 11 Daystar Irvine, California 92612

If to CITY:
City of Garden Grove
Attention: Public Works Director
11222 Acacia Parkway
Garden Grove, California 92840

- 12.6 <u>Licenses, Permits, Fees, and Assessments</u>. At its sole cost and expense, SUBDIVIDER shall obtain such license, permits, and approvals as may be required by law for the performance of SUBDIVIDER's obligations under this Agreement. SUBDIVIDER shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the obligations required under this Agreement.
- 12.7 **Time of Essence**. Time is of the essence in the performance of this Agreement.
- 12.8 <u>Heirs, Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, including all successors and assigns to SUBDIVIDER's right, title, and interest in the property covered by the Project and any portion thereof.
- 12.9 <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.
- 12.10 <u>Modification</u>. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and SUBDIVIDER.
- 12.11 <u>Waiver</u>. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and SUBDIVIDER. SUBDIVIDER agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.
- 12.12 <u>California Law</u>. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.
- 12.13 **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.
- 12.14 <u>Preservation of Agreement.</u> Should any paragraph, clause, provision or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, provision or word so construed and interpreted, and all remaining provisions shall remain valid and enforceable.
- 13. <u>Mutual Agreement</u>. The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this Agreement.

# [SIGNATURES ON FOLLOWING PAGE]

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

	"CITY"
	CITY OF GARDEN GROVE
Date:	BY: City Manager
ATTEST:	"SUBDIVIDER"
City Clerk	- Pyr Michael Chu Coe DANDELION LL C
Date:	By: Michael Chu-Geo DANDELION, LLC a limited liability company
	Its: Owner
Date:	BY:
	Name
	Title
APPROVED AS TO FORM:	
Garden Grove City Attorney	If SUBDIVIDER is a corporation, a Corporate Resolution and/or Corporate Seal is required. If
Date:	a partnership, Statement of Partnership must be submitted to CITY.

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

## **EXHIBIT A**

# PROJECT SITE: 8641 GARDEN GROVE BLVD.

# STREET IMPROVEMENT COST ESTIMATE

		ESTIMATED	
		COST	
ITEM	QUANTITY	BREAKDOWN	SUBTOTAL
5" SIDEWALK (per sf)	2152	\$ 12.00	\$ 25,824.00
DRIVEWAY APRON (per sf)	250	\$ 15.00	\$ 3,750.00
6" CURB & GUTTERS (per If)	35	\$ 15.00	\$ 525.00
8" CURB & GUTTERS (per If)	200	\$ 15.75	\$ 3,150.00
PLACE AC PAVEMENT	3770	\$ 3.15	\$ 11,875.50
HANDICAP RAMPS	2	\$ 3,000.00	\$ 6,000.00
REMOVE STREET LIGHTS	2	\$ 1,500.00	\$ 3,000.00
EX. AC PAVEMENT REMOVAL	3770	\$ 0.82	\$ 3,091.40
REMOVE CONC. WALK	300	\$ 1.26	\$ 378.00
6" WATER LINE	250	\$ 80.00	\$ 20,000.00
PARKWAY DRAIN	5	\$ 2,500.00	\$ 12,500.00



**ESTIMATED TOTAL COST** 

90,093.90

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## **EXHIBIT B**

PROJECT SITE: 8641 GARDEN GROVE BLVD.

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		ESTIMATED	
ITEM	QUANTITY	COST BREAKDOWN   SUBTOTAL	SUBTOTAL
RETAINING WALL (SF)	932	\$ 12.00	\$ 11,184.00
7' GARDEN WALL (SF)	1365	\$ 10.00	\$ 13,650.00
BLOWOFF (EA)		\$ 1,500.00	\$ 1,500.00
IMPORT DIRT (CY)	17766	\$ 0.85	\$ 15,101.10
CATCH BASINS (EA)	6	\$ 800.00	\$ 7,200.00
4" STORM DRAIN PIPE (LF)	100	\$ 50.00	\$ 5,000.00
CONC PAVING (SF)	8490	\$ 2.00	\$ 16,980.00
CON SWALE (LF)	120	\$ 10.00	\$ 1,200.00
6" SEWER LINE (LF)	240	\$ 120.00	\$ 28,800.00
CLEANOUT (EA)	9	\$ 2,500.00	\$ 15,000.00
SEWER MH (EA)	2	\$ 3,500.00	\$ 7,000.00

**ESTIMATED TOTAL COST** 

122,615.10

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Mr. Kamyar

City of Garden Grove

Personal Delivery

RE: 8641 Garden Grove Blvd

Dear Mr. Kamyar,

Attach are three cashier check to cover the performance security deposit for our above project.

I believe this submittals is the last item required to put our building permit applications onto the raster for council hearing.

According to our verbal agreement, we can be granted the building permit as soon as our application is on the hearing raster. Therefore, please email me the permit fee schedule at our earliest convenience.

Our favorable consideration and continuous help will be deeply appreciated.

Sincerely yours,

Michael J Chu

Geo Dandelion LLC

Attachment



March 6, 2014