



In September of 2010, the property owner requested an extension of the entitlements citing the down-turned market. The State had already acted to extend tentative maps by an additional three years. The Planning Commission heard the request on November 4, 2010 and sent a recommendation to City Council to approve the extension. City Council approved the amended Development Agreement in January of 2011, which extended the entitlement approval to December 13, 2013.

### DISCUSSION

The representative for the new property owner, Cynthia Circle Apartments, LLC, submitted a letter (Attachment 3) dated December 11, 2013, requesting a second time extension for the project. The property owner requested an additional four years "to allow Cynthia Circle Apartments, LLC more time to formulate a plan for future development and operation of the property." The company purchased the property last year, and is currently operating it as an apartment complex. They requested the extension "to have the option of redeveloping the property in the future in accordance with the land use entitlements." The Planning Commission heard the request at the March 20, 2014 meeting and voted five "ayes" and one "no" (with one absence) to recommend approval to the City Council.

The Tentative Tract Map was originally approved under a Development Agreement that became effective December 2006 and had a four-year time frame with an expiration date of December 2010. The Tentative Tract Map then benefited from automatic time extensions granted by the State for a total of three years until December 13, 2013. Since July 2011, the State of California has approved two additional extensions to the approval of subdivision maps. The Cynthia Circle Tentative Tract Map has benefited again from automatic extensions and has an approval through December 13, 2017.

The granting of the four-year extension is appropriate given the unforeseen economic conditions that limited development for several years and for consistency with the automatic extension provided to the Tentative Tract Map. Also, the project remains a viable residential project that is consistent with the current zoning and the General Plan Land Use designation of the property.

### FINANCIAL IMPACTS

None.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a Public Hearing; and
- Introduce and conduct the first reading of the attached Ordinance approving an amended Development Agreement with the Cynthia Circle Apartments, LLC, successor in interest to Cynthia Circle Development L.P., extending the term of the Development Agreement for an additional four years, to December 13, 2017.



SUSAN EMERY  
Community Development Director



By: Erin Webb  
Senior Planner

- Attachment 1: Planning Commission Report for Four-Year Time Extension of SP-410-06, Dated March 20, 2014  
Attachment 2: Planning Commission Resolution No. 5813-14  
Attachment 3: Applicant's Letter Requesting Extension, Dated December 11, 2013  
Attachment 4: Planning Commission Minute Excerpt, Dated March 20, 2014  
Attachment 5: Revised Development Agreement  
Attachment 6: Draft City Council Ordinance

**Approved for Agenda Listing**



**Matthew Fertal**  
City Manager

# COMMUNITY DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

<b>AGENDA ITEM NO.:</b> C.1.	<b>SITE LOCATION:</b> End of Cynthia Circle cul-de-sac on east side of Euclid Street, north of Westminster Avenue and south of Woodbury Road, at 11031 Cynthia Circle.
<b>HEARING DATE:</b> March 20, 2014	<b>GENERAL PLAN:</b> Medium Density Residential
<b>CASE NOS.:</b> Time Extension of Site Plan No. SP-410-06 & Revised Development Agreement (SP-410-06TE2)	<b>ZONE:</b> Planned Unit Development No. PUD-116-06
<b>APPLICANT/PROPERTY OWNER:</b> Cynthia Circle Apartments, LLC	<b>APN:</b> 100-391-22
<b>REPRESENTATIVE:</b> Tim Whiting and Joe Rogoff	<b>CEQA DETERMINATION:</b> Previously adopted Negative Declaration

## **REQUEST:**

The applicant is requesting a second time extension for a project that was approved in 2006 through a Development Agreement that included land use entitlements. The approved land use entitlements were Site Plan No. SP-410-06 and Tentative Tract No. TT-17035. At the same time, the property was rezoned to Planned Unit Development No. PUD-116-06. The entitlements approved a project to construct 144 units on a 6.82-acre site, and a subdivision to allow the units to be sold as condominiums. On December 13, 2006, the Development Agreement and all Land Use Entitlements became effective and had a four-year expiration date of December 13, 2010. The Tentative Tract Map (TT-17035) has been further extended because of automatic time extensions adopted by State legislation. These automatic time extensions have extended the Tentative Tract Map No. TT-17035 expiration date to December 13, 2017. By amending the Development Agreement to extend the expiration date for four years, the Site Plan will be consistent with the Tentative Tract Map and all will have a single expiration date of December 13, 2017. The site is at 11031 Cynthia Circle and is currently developed with a 99-unit apartment complex that has occupied the site for over 30 years.

## **BACKGROUND:**

The project includes the demolition of the existing apartment complex and the construction of 144 residential condominium units. The project is designed to be an attractive, modern condominium community of townhouses, sited around a central

open space. With 144 units, the proposal will create its own integrated neighborhood with buildings defined by three different architectural styles.

On September 21, 2006, the City Planning Commission approved the Site Plan (SP-410-06) and Tentative Tract Map (TT-17035), and recommended that City Council approve the Residential Planned Unit Development (PUD-116-06), and a Development Agreement. Because the approval of the Site Plan and Tentative Tract Map were contingent on the approval of the Zone Change (Planned Unit Development) and the Development Agreement, the expiration dates run concurrently. On October 24, 2006, the City Council had the first reading of the project and a public hearing was held. On November 13, 2006, the City Council approved Planned Unit Development No. PUD-116-06, and adopted the Development Agreement. The Development Agreement became effective 30 days after the adoption, on December 13, 2006. Therefore, the Site Plan and Tentative Tract Map were approved under the Development Agreement for four (4) years with an expiration date of December 13, 2010.

In September of 2010, the property owner requested the extension of the entitlements citing the down-turned market and the scarcity of funds from lending institutions. Given those market conditions, the State of California had acted to automatically extend tentative maps giving them an additional three years. The request for Time Extension was heard at the November 4, 2010 Planning Commission meeting. The Planning Commission recommended to the City Council to approve the extension of the Site Plan by amending the Development Agreement. On January 2011, the City Council approved the amended Development Agreement extending the approval until December 13, 2013.

In 2011, Assembly Bill AB 2008 was passed granting a two-year time extension to Tentative Subdivision maps and this extended the Cynthia Circle Tentative Tract Map to December 13, 2015. In July of 2013, Governor Jerry Brown signed into law AB 116, once again extending the life of tentative maps for an additional two years. This assembly bill recognizes that despite the rebounding housing market in many cities, there are many approved maps in California that are set to expire and still cannot be processed because of persistent adverse economic conditions. Based on the provisions of AB 116, the final approval date of the Cynthia Circle Tentative Tract map is extended to December 13, 2017.

**DISCUSSION:**

The representative for the property owner, Cynthia Circle Apartments, LLC, has submitted a letter (Attachment 1) dated December 11, 2013, requesting a second time extension for the project. The request is for an additional four years "to allow Cynthia Circle, LLC more time to formulate a plan for the future development and operation of the property. The company purchased the property last year, and is currently operating it as an apartment complex. They requested the extension "to have the option of redeveloping the property in the future in accordance with the land use entitlements."

The Tentative Tract Map (No. TT-17035) was approved under a Development Agreement that became effective on December 13, 2006 and had a four (4) year expiration for the land use entitlements until December 13, 2010. The Tentative Tract Map then benefited from automatic time extensions granted by State legislation for a total of three (3) years until December 13, 2013. Since July 2011, the State of California has approved two additional extensions to the approval of subdivision maps. The Cynthia Circle Tentative Tract Map No. TT-17035 has benefited from these automatic extensions and is approved until December 13, 2017.

The approval of a four-year time extension amending Section 1 of the Development Agreement (Attachment 2), will allow the Site Plan to be approved for the same time as the Tentative Tract Map. The Planning Commission will forward to the City Council, a recommendation to approve an amended Development Agreement to extend the effective date for the land use entitlements through December 13, 2013.

In reviewing the applicant's request, staff feels that the granting of the four-year extension would be appropriate because of the unforeseen economic conditions that limited development for several years and for consistency with the automatic extension provided to the Tentative Tract Map. Also, the project remains a viable residential project that is consistent with the current zoning and General Plan Land Use designation of the property.


**RECOMMENDATION:**

Staff recommends that the Planning Commission take the following actions:

1. Recommend that the City Council approve an amended Development Agreement with the Cynthia Circle Apartments, LLC, successor in interest to Cynthia Circle Development, L.P., extending the term of the Development Agreement for an additional four years, to December 13, 2017.



Karl Hill  
Planning Services Manager



By: Erin Webb  
Senior Planner

Attachment 1: Applicant's Letter Requesting Extension, Dated December 11, 2013  
Attachment 2: Draft Council Ordinance



## RESOLUTION NO. 5813-14

A RESOLUTION BY THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE RECOMMENDING THAT THE CITY COUNCIL APPROVE AN AMENDED DEVELOPMENT AGREEMENT WITH THE CYNTHIA CIRCLE APARTMENTS, LLC, SUCCESSOR IN INTEREST TO CYNTHIA CIRCLE DEVELOPMENT, L.P., EXTENDING THE TERM OF THE DEVELOPMENT AGREEMENT FOR AN ADDITIONAL FOUR YEARS, TO DECEMBER 13, 2017 (Site Plan No. SP-410-06TE2).

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on March 20, 2014, does hereby recommend approval of a four-year time extension for the approved Site Plan No. SP-410-06 entitlement included in a Development Agreement, for land located at the end of the Cynthia Circle cul-de-sac on the east side of Euclid Street, north of Westminster Avenue, at 11031 Cynthia Circle, Parcel No. 100-391-22.

BE IT FURTHER RESOLVED in the matter of the time extension to amend the Development Agreement and the included land use entitlements (Site Plan No. SP-410-06), the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Cynthia Circle Apartments, LLC, the applicant.
2. The applicant requests a time extension to amend the Development Agreement and the included entitlements under Site Plan No. SP-410-06 for the construction of 144 residential condominium units. The original approval under the Development Agreement became effective on December 13, 2006 and had a four (4) year expiration for the land use entitlements until December 13, 2010. The Tentative Tract Map No. TT-17035 has been automatically extended for a total of seven (7) years by several State Senate and Assembly Bills. The Site Plan received approval of a three-year time extension in 2010 and the Development Agreement was amended to provide that time frame with approval of an ordinance by City Council. This is the second request for a time extension.
3. The project was previously reviewed for California Environmental Quality Act (CEQA) compliance. A Negative Declaration was prepared and approved by the Garden Grove Planning Commission for the project. The Negative Declaration concluded that the proposed project will not have significant adverse effect on the environment; and was prepared and circulated in accordance with applicable law, including the CEQA, Public Resources Code of Regulations section 21000 et. seq., and the CEQA guidelines, 14 California Code of Regulations Sec. 15000 et. seq., and includes mitigation measures.
4. The site is developed with a 99-unit apartment complex, has a General Plan Land Use designation of Medium Density Residential, and is zoned Planned Unit Development No. PUD-116-06.



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 March 20, 2014, 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 March 20, 2014; 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 9.20.030.9, are as follows:

FACTS:

The site consists of one parcel of approximately 6.82 acres. The parcel is developed with a 99-unit apartment complex that has occupied the site for over 30 years.

The applicant/owner proposes to demolish the apartment complex and construct 144 residential condominium units. The project is designed to be an attractive, modern condominium community of townhouses, sited around a central open space.

The Planning Commission approved the project on September 21, 2006 and a recommendation was forwarded to the City Council to approve the Planned Unit Development and adopt the Development Agreement. The City Council held the first of two meetings on October 24, 2006 and a public hearing was held. On November 13, 2006, the City Council adopted the Development Agreement. Thirty days after this adoption, on December 13, 2006, the Development Agreement and all the included Land Use Entitlements became effective. The Development Agreement established an expiration date of the land use entitlements for four years, until December 13, 2010.

Given the market conditions throughout California, the Governor of California signed Assembly Bill No. SB1185, automatically providing any tentative map still valid as of July 15, 2008 with a one-year time extension. The Governor then signed Assembly Bill No. AB333, that automatically granted an additional two-year time extension for all tentative maps valid as of July 15, 2009. The Tentative Tract Map No. TT-17035 associated with the project was extended by these Assembly Bills until December 13, 2013. The applicant requested a time extension of the Site Plan to coincide with the Tentative Tract Map.

The Planning Commission heard the request for a three-year Time Extension on November 4, 2010 and approved the extension of the Site Plan. They also sent a recommendation to the City Council to approve the extension by amending the Development Agreement. On December 14, 2010, the City Council heard the extension request and on January 11, 2011 adopted the Ordinance approving an amended Development Agreement allowing a three-year Time Extension.

In 2011, another Assembly Bill (AB 2008) was passed granting a two-year time extension to Tentative Subdivision Maps. The Cynthia Circle Tentative Tract map (TT-17035) was extended until December 13, 2015. In July of 2013, Governor Jerry Brown signed into law AB 116, extending the life of tentative maps for two years. The final approval date of the Cynthia Circle Tentative Tract map was extended to December 13, 2017.

#### FINDINGS AND REASONS:

##### Time extension:

1. A request for a time extension, including the reasons therefore, has been submitted prior to the permit expiration date, or the hearing body finds that due to special circumstances demonstrated by the property owner or the applicant, a late-filed request should be considered.

The applicant submitted a request to amend the Development Agreement to extend the timeframe for the land use entitlements prior to the permit expiration date. The basis for this request is that market conditions and scarcity of funds from lending institutions had limited opportunities for the construction of the project and the new owner wanted the option to redevelop the property along with more time to formulate a plan for the future development and operation of the property. Approval of this four-year time extension amending Section 1 of the Development Agreement will allow the Site Plan to have an expiration date that is consistent with the Tentative Tract Map and affords the applicant a reasonable timeframe to proceed with construction.

2. There has been no change in the General Plan designation or Zoning of the site that would render the development or use nonconforming.

The subject site's General Plan Land Use designation and Zoning designation have not been changed since the project's approval, and therefore, the development will not be rendered nonconforming.

3. There are no land use actions or study currently underway that would have the potential to render the development or use nonconforming.

There are no known studies or actions that would affect the site or proposed development that would possibly render the development nonconforming.

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 Time Extension to amend the Development Agreement and therefore all included entitlements (Site Plan No. SP-410-06TE2) until December 13, 2017, does possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.20.030.9 (Time Extension).
2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the originally approved conditions of approval for Site Plan No. SP-410-06, and Tentative Tract Map No. TT-17035 shall remain in effect.

Adopted this 20<sup>th</sup> day of March 2014

ATTEST:

/s/ GARY LAZENBY  
CHAIR

/s/ JUDITH MOORE  
SECRETARY

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

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on March 20, 2014, by the following vote:

AYES: COMMISSIONERS: (5) LAZENBY, MARGOLIN, NGUYEN, SILVA,  
ZAMORA  
NOES: COMMISSIONERS: (1) BRIETIGAM  
ABSTAIN: COMMISSIONERS: (0) NONE  
ABSENT: COMMISSIONERS: (1) ALEJANDRO

/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 April 10, 2014.

REAL ESTATE LAW GROUP  
A Professional Corporation

620 Newport Center Drive, Suite 1100  
Newport Beach, CA 92660  
Telephone: (949) 721-6616  
Facsimile: (949) 721-6617  
jrogoff@relawgroup.net

December 11, 2013

Via Overnight Mail

City of Garden Grove  
Planning Division  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attn: Erin Webb, Senior Planner

Re: Request for Extension of Development Agreement for 11050 Cynthia Circle,  
Garden Grove, California (the "Property")

Dear Ms. Webb:

I represent Cynthia Circle Apartments, LLC, a Delaware limited liability company ("Cynthia Circle, LLC"), the current owner of the above-referenced Property. As you know, a Development Agreement, dated October 24, 2006 and extended by a second Development Agreement, dated February 10, 2011 (together, the "Agreement"), is currently in place under which the City of Garden Grove granted certain land use entitlements for the Property under Site Plan No. SP-410-06 and Tentative Tract Map No. TT-17035.

The Agreement is scheduled to expire on December 13, 2013. We hereby request a four (4) year extension of the Agreement and the entitlements granted thereunder. Enclosed is Cynthia Circle, LLC's Land Use Permit Application requesting an extension of the Agreement, together with a check in the amount of \$1,200 for the Site Plan Time Extension Fee and Records Retention Fee. Also enclosed is a copy of the recorded Grant Deed pursuant to which Cynthia Circle Apartments, LLC acquired fee title to the Property.

I understand that the submission of the Land Use Permit Application will stay the expiration of the Agreement during the approval process.

Cynthia Circle, LLC purchased the Property last year, and is currently operating the Property as an apartment complex. Cynthia Circle, LLC would like to have the option of redeveloping the Property in the future in accordance with the land use entitlements

City of Garden Grove  
Planning Division  
Attn: Erin Webb  
December 11, 2013  
Page 2

granted under the Agreement. An extension would allow Cynthia Circle, LLC more time to formulate a plan for the future development and operation of the Property.

It would be greatly appreciated if you could send me a receipt for this submittal in pdf, addressed to [jrogoff@relawgroup.net](mailto:jrogoff@relawgroup.net).

Please feel free to contact me if you have any questions or if you need any more information to facilitate the extension.

Your assistance is greatly appreciated.

Very truly yours,

REAL ESTATE LAW GROUP,  
A Professional Corporation

A handwritten signature in black ink, appearing to read 'J. Rogoff', written over a horizontal line.

Joseph A. Rogoff,  
Shareholder

Cynthia Circle Apartments, LLC

MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

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PUBLIC HEARING - SITE PLAN NO. SP-410-06TE2 (TIME EXTENSION NO. 2) (REF: TENTATIVE TRACT MAP NO. TT-17035, PLANNED UNIT DEVELOPMENT NO. PUD-116-06, DEVELOPMENT AGREEMENT). For property located at 11031 Cynthia Circle at the end of Cynthia Circle cul-de-sac on the east side of Euclid Street, between Westminster Avenue and Woodbury Road.

Applicant: Cynthia Circle Apartments, LLC

Date: March 20, 2014

Request: Approval of a Time Extension to extend a Site Plan entitlement (SP-410-06) to construct 144 units on a 6.82-acre site. The project was originally approved in 2006 through a Development Agreement that included the Site Plan and a Tentative Tract Map No. TT-17035. The Site Plan approval was extended for three years by a Time Extension in 2010 to be consistent with the Tentative Tract Map that was automatically extended by State Assembly Bills. This second Time Extension request is for four years, with an expiration date of December 13, 2017. The site is in the Planned Unit Development No. PUD-116-06 zone. The City of Garden Grove recognizes a previously adopted Negative Declaration.

Action: Public Hearing held. Speakers: Mr. Tim Whiting, the applicant's representative.

Action: Resolution No. 5813-14 adopted.

Motion: Nguyen Second: Zamora

Ayes: (5) Lazenby, Margolin, Nguyen, Silva, Zamora

Noes: (1) Brietigam

Absent: (1) Alejandro

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )

City Clerk's Office )  
City of Garden Grove )  
11222 Acacia Parkway )  
Garden Grove, CA 92840 )  
)  
)

(Space above for Recorder.)

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

Dated: \_\_\_\_\_

**DEVELOPMENT AGREEMENT**

**SP-410-06 and TT-17035**

(Cynthia Circle Apartments, LLC)

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the  
CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and CYNTHIA  
CIRCLE APARTMENTS LLC (DEVELOPER).

**RECITALS**

The following recitals are a substantive part of this Agreement:

- A. The CITY and DEVELOPER desire to enter into this DEVELOPMENT AGREEMENT for the construction of a multi-family residential project consisting of 144 dwelling units to be constructed on a 6.82-acre site and related improvements (the "PROJECT") on that certain real property located at the end of the Cynthia Circle cul-de-sac on the east side of Euclid Street, between Westminster Avenue and Woodbury Road, at 11031 Cynthia Circle, Parcel No. 100-391-22.



- B. The Planning Commission approved Site Plan No. SP-410-06 and Tentative Tract Map No. TT-17035, for the PROJECT, on September 21, 2006, conditioned upon DEVELOPER entering into a Development Agreement.
- C. The CITY, and DEVELOPER desire to enter into this DEVELOPMENT AGREEMENT for the construction of the PROJECT pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code (the "Development Agreement Statute").
- D. The City Council adopted the Development Agreement on November 13, 2006. Thirty days after the adoption date, on December 13, 2006, the Development Agreement and all Land Use Entitlements became effective and had a four-year expiration date of December 13, 2010.
- E. The applicant requested a time extension for the project in a letter dated September 7, 2010.
- F. At the November 4, 2010 meeting the Planning Commission approved the request for a time extension and made the recommendation to the City Council to approve a Time Extension to Amend Section 1 of the Development Agreement, extending the approval of the project until December 13, 2013. This approval extends the timeframe for Site Plan No. SP-410-06TE to be consistent with the Tentative Tract Map No. TT-17035, which benefited from automatic extensions totaling three (3) years granted by State legislation.
- G. A new property owner requested a second time extension for the project in a letter dated December 11, 2013.**
- H. At the March 20, 2014, meeting the Planning Commission approved the request for a second time extension and made a recommendation to the City Council to approve a Time Extension to amend Section 1 of the Development Agreement, extending approval of the project until December 13, 2017. This approval extends the timeframe for Site Plan No. SP-410-06TE2 to be consistent with the Tentative Tract Map No. TT-17035, which has benefited from additional automatic extensions totaling four (4) years granted by State legislation.**
- I. The PROJECT is a development requiring certain discretionary approvals by the CITY before it may be constructed.
- J. The Development Agreement Statute provides the authority for CITY to enter into binding development agreements with a developer having a legal and equitable interest in real property.

- K. DEVELOPER has an equitable interest in the PROPERTY.

## AGREEMENT

### **THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. DURATION. This Agreement and Land Use Entitlements described in Section 2 shall expire **on December 13, 2017 which is eleven (11)** years from its effective date **of December 13, 2006**, unless any duty specified remains executory, in which case this Agreement may be renewed for a successive one year term at discretion of CITY, pursuant to law, until all duties are performed. This renewal shall not unreasonably be withheld.
2. Permitted Uses/Land Use Entitlements. The following uses are permitted on the PROPERTY: A multi-family residential project consisting of one, four-unit three-story building, ten, six-unit three-story buildings, and ten, eight-unit three-story buildings, for a total of 144 dwelling units with related improvements such as a recreation area and open space. The PROJECT has been granted the following land use entitlements: Site Plan No. SP-410-06 and Tentative Tract Map No. TT-17035. The Development is processed in conjunction with a zone change to Planned Unit Development No. PUD-116-06.
3. Density/Intensity. The density or intensity of the PROJECT is as follows: Multi-family residential project consisting of one, four-unit three-story building, ten, six-unit three-story buildings, and ten, eight-unit three-story buildings, for a total of 144 dwelling units with related improvements on a 6.82-acre site.
4. Maximum Height and Building Size. The maximum height and building sizes are as follows: The maximum building height shall be three stories with an overall height of approximately 37 feet and the building area is comprised of 144 dwelling units with a combined square footage of 205,056 square feet for the proposed development, as indicated on the site plan and elevations.
5. Reservation or Dedication. The reservation of easements or dedication of property to the City to allow the construction of the proposed residential development shall be as shown on and/or conditioned in the approved Site Plan No. SP-410-06 and Tentative Tract Map No. TT-17035.
6. Improvements. The improvements described in Planning Commission Resolution No. 5569 shall be constructed prior to the occupancy of the proposed development or the issuance of any certificate of occupancy for any unit of the development, all in accordance with the terms and

conditions of Site Plan No. SP-410-06 and Tentative Tract Map No. TT-17035.

7. Scope of PROJECT. The PROJECT shall consist of a multi-family residential project consisting of one, four-unit three-story building, ten, six-unit three-story buildings, and ten, eight-unit three-story buildings, for a total of 144 dwelling units with related improvements.
8. Resolution/Material Terms. All conditions of approval as per Resolution No. 5569 attached hereto and incorporated herein as "Exhibit A," are material terms of this Agreement. Breach of any condition of approval shall be deemed to be a breach of this Development Agreement.
9. Development Agreement Fee. DEVELOPER shall pay a development fee to the CITY as follows:
  - 9.1 Amount. \$750 per unit and shall be paid prior to issuance of any building permits.
  - 9.2 Amount. The Developer shall make a contribution of \$1,166 per unit toward construction of a Fire Station, including, but not limited to, related equipment, furnishings, and fixtures, etc. as part of this Development Agreement and shall be paid prior to issuance of any building permits.
  - 9.3 Not to Exceed. Payment under this Agreement shall not exceed \$275,904.00.
10. City Agreement. CITY agrees that the sums to be paid to the City, pursuant to Paragraph 9, will reimburse CITY for the cost of certain CITY services required by the PROJECT that are not otherwise being reimbursed to CITY.
11. Payment Due Date. The payment amount of \$275,904.00 shall be due and payable prior to the issuance of building permits for the PROJECT.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
  - A. Failure of Developer to perform any of the provisions of this Agreement, or
  - B. Mutual agreement of the parties.
13. Periodic Review. CITY shall review DEVELOPER'S performance every twelve (12) months at the anniversary of the adoption of this Agreement. DEVELOPER shall demonstrate good faith compliance with the terms of

this Agreement. If as a result of the review CITY finds and determines, based upon substantial evidence, that DEVELOPER has not complied in good faith with terms or conditions of this Agreement, CITY may terminate the Agreement. This review shall be conducted by the Director of the Community Development Department.

14. City Discretion. So long as the Agreement remains in effect, DEVELOPER shall have the full vested right to construct and complete development of the PROJECT and the use of the PROPERTY consistent with the land use entitlements identified in Paragraph 2. Otherwise, CITY retains its right and discretion, under all applicable Codes, to approve or disapprove any item related to this PROJECT that it has not specifically agreed to via this Agreement. DEVELOPER acknowledges that it shall comply with all CITY requirements for applications and permits of any nature that apply to the PROJECT and the PROPERTY on or before of the Commencement Date and that this Agreement does not relieve DEVELOPER of the necessity of filing applications for and obtaining any such permits.

15. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All repairs and improvements to the public right-of-way required in Planning Commission Resolution No. 5569 shall be completed prior to the issuance of any certificates of occupancy or release of any public utilities.

16. Developer Breach. Failure of DEVELOPER to construct improvements as specified, or to pay amounts specified in a timely fashion, shall result in the withholding of building permits, any other permit or certificate of occupancy until the breach is remedied.

17. Non-Liability of Officials and Employees of the City. No official or employee of CITY shall be personally liable to DEVELOPER in the event of any default or breach by CITY, or for any amount that will become due to DEVELOPER, or any obligation under the terms of this Agreement.

18. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

A. Address of DEVELOPER is as follows:  
Cynthia Circle Apartments, LLC  
26 Corporate Park, Suite 200  
Irvine, CA 92606  
Attn.: Jerome Fink

B. Address of CITY is as follows:  
City of Garden Grove

11222 Acacia Parkway  
Garden Grove, CA 92840

19. DEVELOPER'S Proposal. The PROJECT shall include DEVELOPER's proposal, as modified by Planning Commission and City Council, including all conditions of approval contained in Planning Commission Resolution No. 5569, which shall be incorporated herein by this reference. In the event of any inconsistency between terms of the proposal and this Agreement, this Agreement shall govern.
20. Licenses, Permits, Fees, and Assessments. At its sole expense, DEVELOPER shall obtain all licenses, permits, and approvals as may be required by this Agreement, or by the nature of the PROJECT.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. Successor's In Interest. The provisions of this Agreement shall be binding upon and inure to successors in interest of the parties and shall be specifically binding upon and for the benefit of any future lessees or other owners of an interest in PROPERTY.
23. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
24. Indemnification. DEVELOPER agrees to protect, defend, and hold harmless CITY and their 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, arising out of, or in any way connected with performance of the Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, subcontractors hired by DEVELOPER.
25. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written, regarding the subject matter set forth herein. This Agreement may be modified only by subsequent mutual written agreement executed by CITY, and the DEVELOPER.
26. The City Clerk shall cause this Agreement to be recorded against the PROPERTY when DEVELOPER or its permitted successor in interest becomes the owner in fee of the PROPERTY.

27. Remedies. The occurrence of any Event of Default shall give the nondefaulting party the right to proceed with any and all remedies set forth in this Agreement, including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.
28. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or default are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.
29. Attorney's Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorney's fees.
30. Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each other and every such right, power, remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.
31. Waiver of Terms and Conditions. The CITY may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
32. Non-Liability of City Officials and Employees. No member, official, employee or agent of the CITY shall be personally liable to the

DEVELOPER, or any successor in interest, in the event of any default or breach by the CITY or for any amount that may become due to the DEVELOPER or its successors, or on any obligations under the terms of this Agreement.

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

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

**"CITY"**  
**CITY OF GARDEN GROVE**

BY \_\_\_\_\_

**ATTEST:**

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

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

**"DEVELOPER"**  
**Cynthia Circle Apartments, LLC**

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

Its: \_\_\_\_\_

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

(Signature must be notarized.)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

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

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

## **EXHIBIT "A"**

### **Planned Unit Development PUD-116-06 Site Plan No. SP-410-06, Tentative Tract Map No. TT-17035**

11031 Cynthia Circle

#### **CONDITIONS OF APPROVAL**

##### **General Conditions**

1. The applicant shall record a "Notice of Agreement with Conditions of Approval and Discretionary Permit of Approval," as prepared by the City Attorney's Office, on the property. Proof of such recordation is required within 30 days of this approval. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval by the Planning Commission.
2. Approval of this Planned Unit Development, Site Plan, and Tentative Tract Map, shall not be construed to mean any waiver of applicable and appropriate zoning and other regulations; and wherein not otherwise specified, all requirements of the City of Garden Grove Municipal Code shall apply.
3. Minor modifications may be approved by the Community Development Department. If other than minor changes are made in the proposed development, a new Site Plan application shall be filed which reflects the revisions made.
4. All lighting structures shall be placed so as to confine direct rays to the subject property. All exterior lights shall be reviewed and approved by the City's Planning Section. Lighting adjacent to residential properties shall be restricted to low decorative type wall-mounted lights, or a ground lighting system. Lighting shall be provided throughout all private drive aisles and entrances to the development per City standards for street lighting. Lighting in the common areas shall be directed, positioned, or shielded in such manner so as not to unreasonably illuminate the window area of nearby residences.
5. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community Development Department for review and approval prior to Building Division Plan Check. The project shall also be subject to the following:
  - a. All on-site and off-site utilities (off site refers to the areas within public right-of-way to the center line of the streets adjacent to the subject property) within the perimeter of the site and to the centerline of the adjacent streets shall be installed or relocated underground.



- b. Above-ground utility equipment (e.g., electrical, gas, telephone, cable TV) shall not be located in the street setbacks, within the common areas along Cynthia Circle, or any parking areas and shall be screened to the satisfaction of the Community Development Department.
- c. No roof-mounted mechanical equipment, including but not limited to dish antennas, shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community Development Department prior to the issuance of building permits. Said screening shall block visibility of any roof-mounted mechanical equipment from view of public streets and surrounding properties.
- d. All ground- or wall-mounted mechanical equipment shall be screened from view from any place on or off the site.

### **Public Work's Engineering Division**

The following provisions of the Public Work's Engineering Division shall be complied with:

6. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks, basement and septic facilities and contamination. Any soil or groundwater contamination shall be remediated prior to the issuance of a building permit in a manner meeting the approval of the City Engineer in concert with the Orange County Health Department. The report shall also make recommendations for pavement design of the interior drive aisles and parking spaces.
7. A separate street permit is required for work performed within the public right-of-way.
8. Grading plans prepared by a registered Civil Engineer are required. The grading plan shall be based on a current survey of the site, including adjacent properties, and designed to preclude cross-lot drainage. Minimum grades shall be 0.50% for concrete flow lines, 1.25% for asphalt surfaces and 2.0% for landscaped areas. The grading plan shall also include water and sewer improvements.
9. The applicant shall be subject to Traffic Mitigation Fees.
10. Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by the City Building Official, the applicant shall submit to the City for review and approval a Water Quality Management Plan that:

- a. Addresses Site Design BMPs such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, and conserving natural areas;
  - b. Incorporates the applicable Routine Source Control BMPs as defined in the DAMP;
  - c. Incorporates Treatment Control BMPs as defined in the DAMP;
  - d. Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs;
  - e. Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs; and,
  - f. Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
11. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
- a. Demonstrate that all structural best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications;
  - b. Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP;
  - c. Demonstrate that an adequate number of copies of the approved Project WQMP are available onsite; and,
  - d. Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
12. The applicant shall provide a hydrological analysis with scaled map and calculations and hydraulic calculations to size drainage facilities per Orange County PF&RD standards.
13. TIES TO HORIZONTAL CONTROL: Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Sub article 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.

14. **DIGITAL MAP SUBMISSION:** Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital graphics file of said map in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Sub article 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
15. Prior to the issuance of any grading or building permits for projects that will result in soil disturbance of one acre or more of land, the applicant shall demonstrate that coverage has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request.

### **Garden Grove Fire Department**

The following provisions of the Garden Grove Fire Department and the California Fire Code shall be met:

16. Fire sprinkler system is required throughout the entire project per the California Fire Code and adopted City standards. NFPA 13 system is required throughout with a density as required by that standard. Sprinkler systems shall have a double detector check valve according to Garden Grove City's standards and shall provide Fire Department connections that face the street and shall be within 40 feet of a fire hydrant.
17. Fire hydrants shall be provided on site, number of hydrants and locations are subject to Fire Department and Water Services Department approval. The fire hydrants shall be installed and fully operational prior to any combustible material being delivered to the site. Prior to and during construction, a temporary roadway shall be constructed and maintained to the satisfaction of the Fire Department for access to each of these fire hydrants. The Fire lanes serving the site shall be constructed to support the weight load of Fire truck(s) per Fire Department requirements.
18. Address numbers shall be provided on each building and shall be visible from the street/main drive aisle, twelve inches minimum height (in contrasting colors).
19. Fire alarm system shall be required and to be installed to NFPA 72 standards and in accordance with the California Fire and Building Codes.

20. The final roadway layout and construction shall maintain a minimum width clearance of 20 feet and a minimum height clearance of 13'-6". All designated corners shall meet the Fire Department minimum turning radius and all corners shall have reinforced rolled curbs. During grading plan preparation, the Developer shall work with the Garden Grove Fire Department in determining the exact location of on-site curb returns, curb locations, and any other related matters pertaining to Fire Truck access and turning maneuvers throughout the entire site. Upon completion of the project, the Homeowners Association shall become fully responsible for replacing any damaged curbs and gutters throughout the development that resulted from the Fire Department's emergency vehicles and related equipment.
21. All fire related matters/issues referenced on construction plans and documents, and during construction, shall be referenced as "per the Garden Grove Fire Department."
22. All access gates on the site shall be equipped with a Knox box key access system subject to the approval of the Garden Grove Fire Department.
23. All Fire related aspects of the proposed project shall comply with California Fire Codes and the California Building Codes 2001 Edition.
24. Where required, red curbing will be required in designated fire access lanes as directed by the Fire Department and such red curbing and any related Fire Lane signage shall be maintained at all times by the Homeowners Association.

#### **Building Services Division**

25. The building plans, site plans and all construction shall comply with the current editions of the C.B.C., U.P.C., U.M.C., and N.E.C. as amended by the City of Garden Grove and State of California handicap access, energy conservation and sound transmission control requirements, and California Building Regulations as found in the California Code of Regulations (CCR), Title 24, Parts 2 through 12, as adopted by the City of Garden Grove. It is recommended that the developer obtain a copy of the above amended code sections before completing the final design.
26. The Developer is encouraged to consider designing and constructing all units to standards outlined in the Community Energy Efficiency Program co-sponsored by the California Energy Commission, Southern California Edison, and the Building Industry Institute. Prior to preparing construction drawings, contact the Community Development Building Division for further information.

**Public Work's Water Services Division**

The following provisions of the Garden Grove Public Works' Water Services Division shall be met:

27. The development of this project requires approval from the County Sanitary District to connect to the County trunk line in Euclid Street prior to issuance of any building permits. If the County approves the connection to the County trunk line, then the Garden Grove Sanitation District will obtain the necessary permits, however, the Developer shall be responsible for all costs and fees related to this sewer line connection. If the County Sanitary District does not allow the connection to their line, then developer will need to coordinate with the Garden Grove Sanitary District all sewer related matters, such as but not limited to, providing a sewer flow study and provide calculations for the daily flows that would be generated by the 144 units. The following "Garden Grove Public Works' Water Services Division" conditions apply only after sewer deficiency has been resolved:
28. A composite utility site plan shall be part of the water plan approval.
29. There is to be a minimum ten-foot horizontal separation between the sewer and water main. Sewer and water main separation and crossing are to be per City Of Garden Grove Standards B-760 thru B-763.
30. The development of this project requires the installation of a public 8" water main system and appurtenances within private streets, to be constructed per City Standards and dedicated to the City with a blanket water easement. Bonding will be required.
31. Existing asbestos pipe to be removed and discarded per AQMD Rule 1403. Unused fire hydrants and water meters to be returned to the City Of Garden Grove Water Services Division.
32. New water meters and boxes shall be installed by City forces upon payment of applicable fees and after new water system (including water services) pass all bacteriological and pressure test.
33. Water meters shall be located within a within dedicated waterline easement.
34. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for the landscape system. Installation shall be per City Standards and shall be tested by a certified backflow device tester immediately after installation. Cross connection inspector shall be notified for inspection after the installation is completed. Owner shall have RPPD device tested once a year thereafter by a certified backflow device tester and the test results to be submitted to Public Works, Water Services Division.

35. Owner shall dedicate all rights to underground water without the right to surface entry.
36. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
37. The development of this project requires the installation of a new (private) 8" sewer main system with extra strength VCP pipe with wedgelock joints. Laterals to have a clean-out per City Of Garden Grove Standard B-405.
38. Contractor shall abandon any existing unused sewer lateral(s) at street right-of-way on the property owner's side. The sewer pipe shall be capped with an expansion sewer plug and encased in concrete.

### **Planning Services Division**

39. The developer shall submit a complete landscape plan governing the entire development. Said plan shall include type, size, location and quantity of all plant material. This includes enhanced landscaping for the walkway areas. It shall include irrigation plans and staking and planting specifications. The landscape plan is also subject to the following:
  - a. A complete, permanent, automatic remote control irrigation system shall be provided for all common area landscaping shown on the plan. The sprinklers shall be of low flow/precipitation sprinkler heads for water conservation.
  - b. The plan shall provide a mixture of a minimum of ten percent (10%) of the trees at 48-inch box, ten percent (10%) of the trees at 36-inch box, fifteen percent (15%) of the trees at 24-inch box and sixty percent (60%) of the trees at 15-gallon, the remaining five percent (5%) may be of any size. These trees shall be incorporated into the landscaped frontages of all streets. Where clinging vines are considered for covering walls, Boston Ivy shall be used.
  - c. The developer shall be responsible for installing and maintaining the common area landscaping until such time as the project nears complete sell-out and the Homeowner's Association takes over maintenance responsibility.
  - d. Trees planted within ten feet (10') of any public right of way shall be planted in a root barrier shield. All landscaping along street frontages adjacent to driveways shall be of the low height variety to ensure safe sight clearance. The number of street trees to be planted along Cynthia Circle shall be incorporated into the front landscape setback, no street trees will

be planted in the sidewalk. The street right-of-way plans may be modified to have the sidewalk adjacent to the curb, meeting City Standards, in order to minimize tree overhanging in the street

- e. The landscape treatment along the street frontage, including the area designated as public right-of-way, shall incorporate the landscape area between the sidewalk and the dwelling units with ground cover, shrubs and bushes, and trees that highlight the project's entrance as well as enhance the exterior appearance along Cynthia Circle. The plant material for the entrances shall be the type to inhibit graffiti such as vines and dense growing shrubs and bushes, and shall be maintained.
  - f. The northerly and easterly sides of the development shall be planted with either red iron bark or silk oak, or other screening tree acceptable to the Planning Division, with a minimum size of 24-inch box and maintained at a minimum height of 20 feet. These trees shall be planted in a manner to grow closely together and maintained at a sufficient height to achieve an unbroken landscape screen for the adjacent homes.
  - g. All landscape areas are the responsibility of the Homeowner's Association and this includes the landscaped area within the Cynthia Circle right-of-way.
40. If the development has a project entry sign, it shall require a separate permit and shall be installed in accordance with the provisions of the sign ordinance and shall be approved by the Community Development Department prior to installation.
41. Hours and days of construction and grading shall be as follows as set forth in the City of Garden Grove's Municipal Code Section 8.47.010 referred to as the County Noise Ordinance as adopted:
- a. Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).
  - b. Sunday and Federal Holidays may work same hours but subject to noise restrictions as stipulated in section 8.47.010 of the Municipal Code.
42. The developer/property owner shall enter into a binding Development Agreement with the City of Garden Grove. This includes the payment of a Development Impact Mitigation Payment in accordance with City Council Ordinance.
43. The developer/owner shall prepare Covenants, Conditions, and Restrictions (CC&R's) for review and approval by the City Attorney's office and Community Development Department prior to the issuance of building permits. The approved CC&R's shall be recorded at the same time that the subdivision map

is recorded and two copies of the recorded CC&R's shall be provided to the Planning Division. The CC&R's shall include the following stipulations:

- a. All units shall maintain within the garages, the ability to park two cars at all times. Garages shall not be converted to any other use.
- b. There shall be no business activities, day care, or garage sales conducted within or from the garages.
- c. Parking spaces in the garages shall be made available to the occupants of the unit at all times.
- d. Residents shall not park or store vehicles anywhere on the site except within the designated parking spaces in the garages for their dwelling unit. However, the parking spaces along the main drive aisles may be utilized by residents or guests for temporary parking. These parking spaces along the main drive aisles shall be posted with parking signs indicating "Temporary Parking Only," specify duration of parking (e.g., maximum 4-hour parking), and shall be spaced a minimum of 75 feet apart, minimum four signs. Any issues arising from the use, application, or restriction of such open parking spaces shall be at the resolve of the Homeowner's Association.
- e. Best Management Practices shall be incorporated to detour and/or abate any graffiti vandalism throughout the project and the life of the project.
- f. Trash compactors shall be provided in each unit per Title 9 Zoning Code.
- g. Each residence shall be utilized as one (1) dwelling unit. No portion of any residence shall be utilized or rented as a separate dwelling unit.
- h. The CC&R's shall provide provisions for the tenants a means of contacting persons responsible for site maintenance, repairs, trash pick-up, and other related matters for a development of this type. This shall also include scheduling of maintenance of such items as the recreation area, landscape area maintenance, etc. This includes maintaining, replacing, and repairing all curb, gutter, sidewalk along Cynthia Circle and Anita Place and San Juan Avenue due to damage resulting from trees and/or plant material within these right-of-ways adjacent to the project site. This also includes ensuring tree overhangs do not block or hinder any vehicles such street sweepers, trash trucks, fire trucks, etc. from maneuvering around the cul-de-sac.
- i. Storage of boats, recreational vehicles, or commercial vehicles on the property is prohibited.
- j. The CC&Rs shall include specific provisions addressing the trash enclosures for trash pick up and the maintenance of these enclosures. The trash



- enclosures shall be built per City standards and the gates shall be kept closed at all times except for trash pick-up. This includes number of times per week for trash pick-up, arrangements with trash hauler for location of pick-ups on site, maintenance of trash shoots and operational components for this type of trash disposal construction.
- k. The CC&R's shall include stipulations that maintenance of the private drive aisles, storm drain, sewer system, and open space areas is the responsibility of the Homeowner's Association, including the common landscaped areas.
  - l. The above stipulations shall not be modified without the approval of the City of Garden Grove. The CC&R's shall contain a provision that indicates CC&R's may not be terminated or substantially amended without the consent of the City and the Developer's successor-in-interest.
  - m. CC&R's shall include language regarding Homeowner's Association responsibilities under National Pollutant Discharge Elimination System (NPDES) regulations.
  - n. Each unit shall have a minimum of 100 cubic feet of storage space, which may be provided in the garage parking areas, and typical closet space within the unit shall not count toward this requirement.
44. The developer shall comply with all provisions of the Community Development Department including, but not limited to, the following:
- a. The facades of the units shall be designed with sound attenuation features including the use of dual pane windows and limiting, when possible, the use of windows and vents. These features shall be approved by the Community Development Department prior to the issuance of building permits.
  - b. Prior to the finalization of working drawings for Planning Division, Engineering Division, and Building Division Plan Check, the developer shall submit to the Community Development Department detailed and dimensioned plot plans, floor plans, exterior elevations, and landscape plans which reflect the above conditions of approval. The plans shall indicate cross sections of all streets within the development, landscape materials, wall materials, and building materials proposed for the project. Each unit shall have phone jacks and cable-TV outlets in all rooms except the laundry area, hallways, and bathrooms. Mechanical equipment, including air conditioning units, Jacuzzi spa equipment, sump pump, etc., shall not be located closer than five feet of any side or rear property line and shall not be located in the front landscape setback. Air conditioning units may be placed adjacent to or in front of the dwelling units provided the location

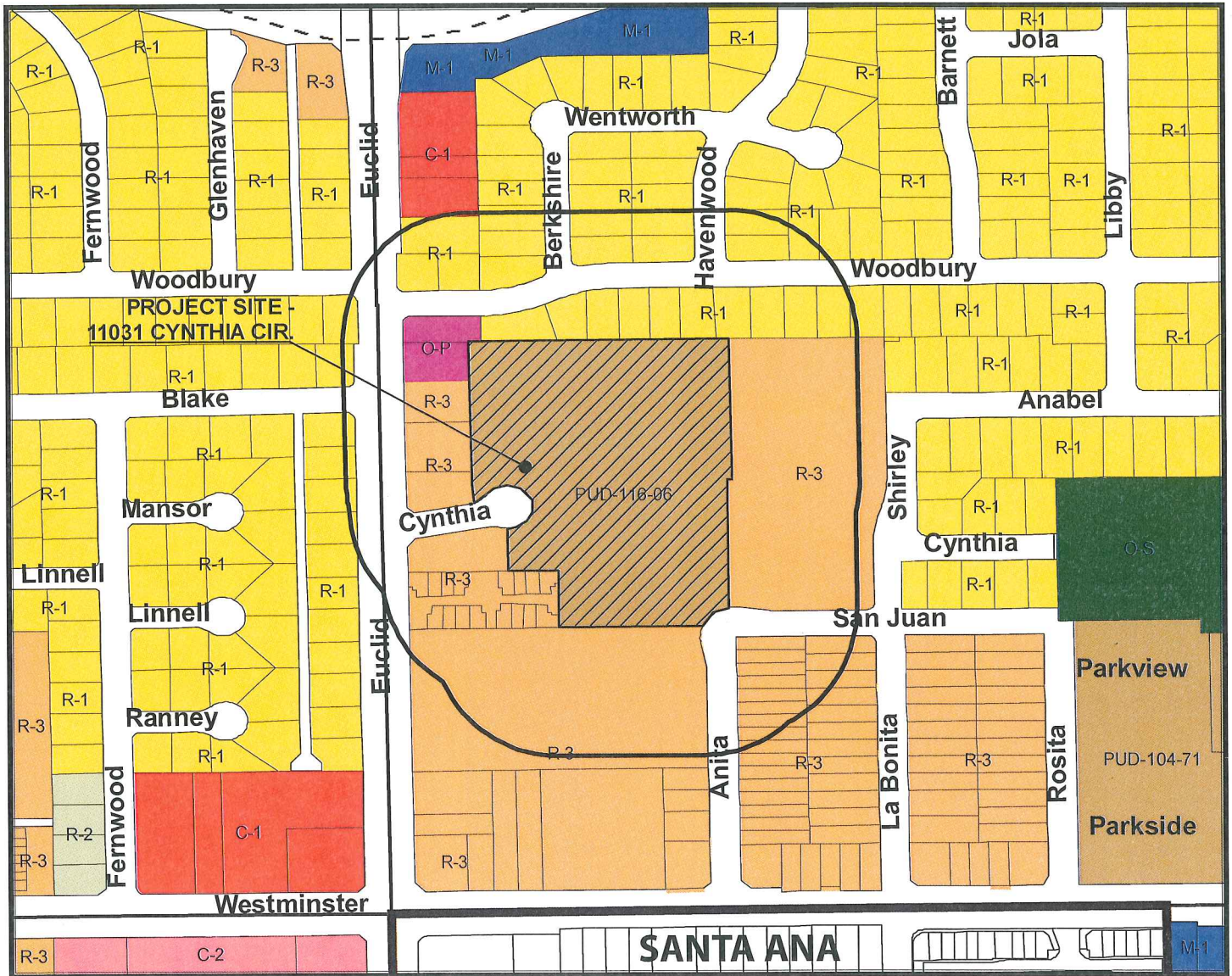
does not obstruct, impede, or hinder any vehicle traffic or pedestrian access to any unit.

- c. Should the developer elect to build the project in more than one phase, then a phasing plan shall be submitted to the Community Development Department prior to releasing units for model purposes. The phasing plan shall include, but not limited to, a site plan showing the phasing areas, protection of finished units, and protection for related safety issues concerning pedestrians and non-construction vehicles. The perimeter improvements including landscaping, walls, street improvements, and underground utilities, shall be completed in the first phase. The phasing plan shall be approved by the Community Development, Fire, and Public Works Departments prior to issuance of building permits.
45. Any new or required block walls and/or retaining wall(s) shall be shown on the grading plans. Block walls shall be developed to City Standards or designed by a Registered Engineer and shall be measured from on-site finished grade. The applicant shall provide the following:
- a. Block walls are required along the north, east, and south property lines and shall be constructed to a height of seven feet as measured from highest point of finished grade on the project's side. These walls shall use split-face block, subject to Community Development Department's approval. Any walls used along Cynthia Circle shall not exceed three feet in height within fifteen feet from the property line on Cynthia Circle.
  - b. The applicant shall work with the existing property owners along the project perimeter in designing and constructing the required perimeter block walls. This requirement is to avoid having double walls and minimize any impact that it might cause to the existing landscaping on the neighbor's side as much as possible. The perimeter block wall shall be constructed and situated entirely within the subject property. In the event that the applicant cannot obtain approval from the property owners, the applicant shall construct the new wall with a decorative cap to be placed between the new and existing walls. In the event the location of a new wall adjacent to an existing wall or fence has the potential to affect the landscape planter, then the Developer shall work with City Staff to address this situation.
46. Construction activities shall adhere to SCAQMD Rule 403 (Fugitive Dust) that includes dust minimization measures, the use of electricity from power poles rather than diesel or gasoline powered generators, and the use methanol, natural gas, propane or butane vehicles instead of gasoline or diesel powered equipment, where feasible. Also the use of solar or low-emission water heaters, use low-sodium parking lot lights, and ensure compliance with Title 24.

47. The common recreation area improvements shall be reviewed and approved by the Community Development Department, Planning Division prior to issuance of building permits. The improvements shall include patio trellises, tot lot and general play area, benches, barbeque equipment, and related equipment and improvements. The area may be physically separated from the residential units on each side of the recreation area, with a combination block wall and/or wrought iron fencing around the perimeter.
48. The entry drive from Cynthia Circle shall have enhanced concrete treatment subject to Community Development Department's approval.
49. The secondary point of access, the site's southeast corner where Anita Place and San Juan Avenue intersect, the developer shall have this secondary point of access described and shown on plan for City review prior to recordation. The description and usage shall be as follows: the access gate may be used by residents (vehicles) exiting the site but not for accessing the property, and there may be the allowance to install an ingress and egress pedestrian access gate. Accessing the site from this location shall be only for emergency vehicles only and the configuration and installation of the gate shall be reviewed and approved by the Community Development Department, Public Works Department, and the Fire Department. The emergency access improvements, including a Knox box key system, shall be in place prior to granting first occupancy. This emergency easement access shall not be used an access point of any kind during construction, except to allow the construction of the perimeter wall and installation of the emergency access gate improvements and for emergency vehicles.
50. The recreation areas may be fenced with a combination of wrought iron fencing and block/brick columns in between with caps. The recreation area shall be maintained for the life of the project and such maintenance provisions shall be included in the CC&R's. Satisfying this condition is subject to Community Development Department approval.
51. In the event any legal action or proceeding is filed against the City and/or applicant, seeking to attack, set aside, void or annul any of the Project entitlements, applicant shall have the right and obligation to either: (1) defend the City with legal counsel mutually selected by the applicant and the office of the City Attorney; legal fees shall be limited so as not to exceed \$250 per hour; or (2) request that the City rescind the entitlement approvals, in which case the applicant would have no obligation to defend or indemnify the City; however, applicant shall reimburse the City for any costs incurred or assessed against the City as a result of the filing of such legal action or proceeding, provided the City acts promptly to rescind the entitlements.



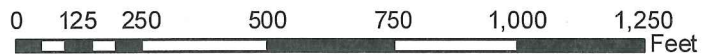
# TENTATIVE TRACT NO. TT-17035-2014 SP-410-06TE2 PUD-116-06



### LEGEND

PROJECT SITE - 11031 CYNTHIA CIRCLE

300 FEET RADIUS



### NOTES

1. GENERAL PLAN: MEDIUM DENSITY RESIDENTIAL
2. ZONE: PUD-116-06 (PLANNED UNIT DEVELOPMENT)

CITY OF GARDEN GROVE  
COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION  
GIS SYSTEM  
MARCH 2014

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING AN AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN CYNTHIA CIRCLE APARTMENTS, LLC, (DEVELOPER), SUCCESSOR IN INTEREST TO CYNTHIA CIRCLE DEVELOPMENT, L.P., AND THE CITY OF GARDEN GROVE, EXTENDING THE TERM OF THE DEVELOPMENT AGREEMENT FOR AN ADDITIONAL FOUR YEARS, TO DECEMBER 13, 2017, FOR PROPERTY LOCATED AT THE END OF THE CYNTHIA CIRCLE CUL-DE-SAC ON THE EAST SIDE OF EUCLID STREET, NORTH OF WESTMINSTER AVENUE, AT 11031 CYNTHIA CIRCLE, PARCEL NO. 100-391-22.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

Section 1. An Amendment to Section 1 of the Development Agreement is hereby adopted allowing for a four-year time extension until December 13, 2017, for all entitlements, including Site Plan No. SP-410-06, for property located at the end of the Cynthia Circle cul-de-sac, at 11031 Cynthia Circle. A copy of the revised Development Agreement is on file in the City Clerk's Office and includes the amended name of the Developer and the recitals regarding the background of the project.

Section 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Section 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.