

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. 17461 AND SUBDIVISION AGREEMENT WITH THE OLSON COMPANY, LLC FOR PROPERTY LOCATED AT 11631 and 11641 TRASK AVENUE, GARDEN GROVE Date: May 14, 2013

OBJECTIVE

To receive City Council approval of Final Tract Map No. TR 17461 and the Subdivision Agreement with The Olson Company, LLC for property located at 11631 and 11641 Trask Avenue, Garden Grove.

BACKGROUND

On September 20, 2012, the applicant, The Olson Company, LLC, received Planning Commission approval of Site Plan No. SP-469-12, Tentative Tract Map No. TT-17461, and Development Agreement No. DA1786-12, under Planning Resolution No. 5781-12 (see attached.)

DISCUSSION

The subject map is a subdivision of 17 numbered lots and 6 lettered lots located on the north side of Trask Avenue, just east of Newhope Street, immediately adjacent to the Garden Grove Elks Club. The applicant is proposing to develop a 1.786-gross acre site with one lot to serve as common area for landscaping purposes, five lots to serve as common area for private streets and utilities, and to construct 17 units of detached 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 Trask Avenue were relinquished by the property owner in order to allow the City to control where the access occurs to the new subdivision via the new entrance drive. Subsurface water rights were released and relinquished to the City to protect the regional water basin.

FINANCIAL IMPACT

There is no impact to the City by this action.

RECOMMENDATION

It is recommended that the City Council:

- Approve Final Tract Map No. TR 17461 and the Subdivision Agreement with The Olson Company, LLC and accept the Subdivision Improvement Bonds for property located at 11631 and 11641 Trask Avenue, Garden Grove.
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.


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

By: Greg Brown
Sr. Project Manager 

Attachments: 1. Planning Commission Resolution No. 5781-12
 2. Tract Map No. TR 17461 and Location Map
 3. Subdivision Agreement :

Recommended for Approval


Matthew Fertal
City Manager

RESOLUTION NO. 5781-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-469-12 AND TENTATIVE TRACT MAP NO. TT-17461 AND RECOMMENDING APPROVAL OF DEVELOPMENT AGREEMENT NO. DA-186-12 FOR PROPERTY LOCATED ON THE NORTH SIDE OF TRASK AVENUE, EAST OF NEWHOPE STREET, AT 11631 AND 11641 TRASK AVENUE, ASESSOR PARCEL NUMBERS 100-362-26, 100-362-27, AND 100-362-28.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on September 20, 2012, does hereby approve Site Plan No. SP-469-12 and Tentative Tract Map No. TT-17461, subject to the Conditions of Approval attached hereto as "Exhibit A", and recommends City Council approval of Development Agreement No. DA-1786-12, for land located on the north side of Trask Avenue, east of Newhope Street, at 11631 and 11641 Trask Avenue, Assessor's Parcel Nos. 100-362-26, 27, and 28.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-469-12, Tentative Tract Map No. TT-17461, and Development Agreement No. DA-186-12, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Olson Urban Housing, LLC.
2. The applicant requests approval of (i) a Site Plan in order to construct 17 single-family homes with associated site improvements that include a private road and common useable open space areas; and (ii) a Tentative Tract Map to subdivide the property into 17 separate lots. A Development Agreement (DA-186-12) is also proposed.
3. Pursuant to the California Environmental Quality Act ("CEQA"), the City of Garden Grove has determined that the proposed project is categorically exempt from the CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (14 Cal. Code Regs., Section 15332). The proposed project consists of an in-fill development on a site of less than five acres substantially surrounded by urban uses and which can be adequately served by all required utilities, and the project is consistent with the applicable General Plan land use designation, all applicable General Plan policies, and the applicable zoning designation and regulations. The project site has no value as habitat for endangered, rare or threatened species. Further, approval of the proposed project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
4. The property has a General Plan Land Use designation of Medium Density Residential and is currently zoned R-3 (Multiple-Family Residential). The 1.59-acre site currently consists three properties that include a vacant site and two single-family homes.

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 20, 2012, 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 on September 20, 2011 and considered all oral and written testimony presented regarding the project; 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 and 9.40, are as follows:

FACTS:

The site is 1.59 acres in area and currently consists three properties that include a vacant site and two single-family homes.

The site has a General Plan Land Use designation of Medium Density Residential and is zoned R-3 (Multiple-Family Residential).

The minimum site for a single-family residential small-lot subdivision is one (1) acre. The proposed site area is 1.59 acres.

The proposed project complies with the minimum development standards of the City's Small Lot Subdivision Ordinance, Garden Grove Municipal Code Section 9.12.40.060, and of the R-3 (Multi-Family Residential) zoning district.

The application for Site Plan No. SP-469-12 and Tentative Tract Map No. TT-17461 is being processed in conjunction with Development Agreement No. DA-186-12.

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 minimum standards Medium Density Residential Land Use Designation and the R-3 (Multiple-Family Residential) zoning of the property, as they pertain to the City's Small-Lot Subdivision Ordinance. The building facades, building setbacks, number of parking spaces, and landscaping

are consistent with the spirit and intent of the requirements of the Municipal Code. The proposed small-lot subdivision is consistent with the type and density of uses permitted within the Medium Density Residential Land Use Designation of the General Plan and is consistent with the goals and policies of the General Plan, which encourage land subdivision and in-fill projects in order to facilitate new development.

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. The project meets the Code's minimum parking requirements, 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 incorporated in the project design are sufficient for the existing and proposed development.

4. The project will not adversely impact the city's ability to perform its required public works functions.

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, as project conditions of approval. 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 and to be compatible with neighboring uses. The architectural styles of the proposed homes are traditional in design, exhibiting stucco exteriors, building pop-outs, decorative window trim, shutters, and varied rooflines with concrete tile roofing material.

6. That through the planning and design of buildings and building placement, the provision of open space, landscaping and other site amenities, the project will attain an attractive environment for the occupants of the property.

The project has been designed for building appearance, building placement, landscaping, and other amenities to attain an attractive environment. The proposed project consists of 17 two-story, single-family homes, ranging in size from 1,466 to 1,759 square feet. Each home will be served by 16 foot wide driveways that gain direct access from the private road system. Private rear yards have been provided for each home that maintain a minimum depth of 15 feet. A common open space area has been provided at the rear of project that totals 3,484 square feet, which exceeds the Municipal Code's minimum common open space requirement of 3,400 square feet. The open space area includes a benched and a child's play area. The houses on the west and east sides of the open space have direct access from their front doors. The architectural styles of the proposed homes are traditional in design, exhibiting stucco exteriors, building pop-outs, decorative window trim, shutters, and varied rooflines with concrete tile roofing material. The applicant is proposing to maintain the existing six-foot high masonry block walls along the northerly, easterly, and westerly property lines. In addition, 6-foot high stuccoed masonry block walls are proposed behind a 10 foot landscape area along Trask Avenue. Conditions of approval require that all walls be a minimum of 6-foot high from finished grade and be constructed of decorative block or stuccoed block with decorative caps and pilasters. The landscaping along Trask Avenue will include trees, shrubs, vines, and flowering ground covers.

Tentative Tract Map:

1. The Tentative Tract Map for the proposed 17 single-family residential dwelling units is consistent with the objectives, policies, general land uses, and programs specified in the Garden Grove General Plan, which encourages land subdivision in order to facilitate new development. The General Plan Land Use Designation of the subject site is Medium Density Residential, which permits small lot subdivisions of the scope and density proposed. The site is adequate in size and shape to accommodate the proposed future development of the site.
2. The design and improvements of the proposed subdivision is consistent with the zoning, Title 9 of the Garden Grove Municipal Code, the City's Small-Lot Subdivision Ordinance, and the General Plan provisions for location, proximity to similar uses, lot width, and overall depth for the proposed improvements.
3. The site is physically suitable for the proposed development and complies with the spirit and intent of Title 9 of the City's Municipal Code. The site is adequate in size and shape to accommodate the proposed future development of the site.
4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, and the requirements of the California Environmental Quality Act ("CEQA") have been satisfied. The City of Garden

Grove has determined that the proposed project is categorically exempt from the CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (14 Cal. Code Regs., Section 15332). The proposed project consists of an in-fill development on a site of less than five acres substantially surrounded by urban uses and which can be adequately served by all required utilities, and the project is consistent with the applicable General Plan land use designation, all applicable General Plan policies, and the applicable zoning designation and regulations. The project site has no value as habitat for endangered, rare or threatened species. Further, approval of the proposed project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

5. The site is physically suitable for the proposed density of the development. The subject site is rectangular in configuration and consists of three properties located on the north side of Trask Avenue, east of Newhope Street, with a combined street frontage of 211.86 feet and a land area of 1.59 acres. The properties have a General Plan Land Use designation of Medium Density Residential and are zoned R-3 (Multiple Family Residential), which allows a density up to 32 units per acre. The resulting density of the proposed project will be 10.7 units per acre, which is well within the permitted maximum density for the property.
6. The design of the 17-unit single-family residential subdivision, and the proposed improvements, are not likely to cause public health problems. The conditions of approval for on and off-site improvements will safeguard the public health.
7. The design of the 17-unit single-family residential dwelling small-lot subdivision, and the proposed improvements, will not conflict with easements of record or easements established by court judgment acquired by the public-at-large for access through or use of property within the subdivision; if such easements exist, then alternate easements for access or for use will be provided and these will be substantially equivalent to the ones previously acquired by the public.
8. The design and improvements of the 17-unit single-family residential small-lot subdivision are suitable for the existing site improvements and the subdivision can be developed in compliance with the applicable zoning regulations.
9. The design and improvement of the proposed subdivision are suitable for the residential project proposed and the subdivision can be developed in compliance with the applicable zoning regulations.
10. The design of the subdivision, to the extent feasible, does have allowance for future passive or natural heating and cooling opportunities.

11. The design, density, and configuration of the subdivision strikes a balance between the effect of the subdivision on the housing needs of the region and of public service needs, and that the character of the subdivision is compatible with the design of existing structures and lot sizes in the general area.
12. The discharge of waste from the proposed subdivision into the existing sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board. The conditions of approval for on and off-site improvements will ensure permitted capacity of the public sewer system is not exceeded.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN THE 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 and Tentative Tract Map do possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.32.030 (Site Plan) and 9.40.010, *et seq.* (Subdivisions).
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-469-12, and Tentative Tract Map No. TT-17461.
3. The Development Agreement possesses characteristics that would indicate justification of the request in accordance with Government Code Section 65864 *et. seq.*, provisions for Development Agreements.

ADOPTED this 20th day of September, 2012

/s/ JENNIFER CABRAL
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 20, 2012, by the following votes:

AYES:	COMMISSIONERS:	BRIETIGAM, CABRAL, DOVINH, LAZENBY, SILVA
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	BUI, PAK

/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 11, 2012.

SHEET 1 OF 4 SHEETS
 ALL OF TENTATIVE TRACT MAP NO. 17461
 NO. OF LOTS: 17 NUMBERED
 6 LETTERED
 ACREAGE: 1.786 AC. GROSS
 1.581 AC. NET
 DATE OF SURVEY: MARCH 1, 2012

TRACT MAP NO. 17461

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE
 NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE
 RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 12 OF MISCELLANEOUS MAPS,
 RECORDS OF ORANGE COUNTY, CALIFORNIA

C & V CONSULTING, INC.
 VINCENT W. SCARPATI,

MARCH 11, 2012
 R.C.E. 33520

ACCEPTED AND FILED AT THE
 REQUEST OF
 FIRST AMERICAN TITLE COMPANY
 DATE _____
 TIME _____ FEE \$ _____
 INSTRUMENT # _____
 BOOK _____ PAGE _____
 HUGH NGUYEN
 COUNTY CLERK-RECORDER
 BY _____
 DEPUTY

OWNERSHIP'S CERTIFICATE

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

WE HEREBY RESERVE AND SUBJECT TO THE FORMATION OF A COMMUNITY HOA AFTER RECORDATION: LOT 'A' FOR
 LANDSCAPING, RECREATION AND COMMON AREA USE PURPOSES, AND TO BE MAINTAINED BY SAID HOA;

WE HEREBY RESERVE AND SUBJECT TO THE FORMATION OF A COMMUNITY HOA AFTER RECORDATION: LOT 'E' &
 LOT 'F' FOR LANDSCAPING, DRAINAGE AND BEST MANAGEMENT PRACTICES PURPOSES, AND TO BE MAINTAINED BY
 SAID HOA;

WE HEREBY RESERVE AND SUBJECT TO THE FORMATION OF A COMMUNITY HOA AFTER RECORDATION: LOT 'B', LOT
 'C', LOT 'D' FOR PRIVATE STREET, UTILITIES AND DRAINAGE PURPOSES, AND TO BE MAINTAINED BY SAID HOA;

WE HEREBY DEDICATE TO THE CITY OF GARDEN GROVE AN EASEMENT ACROSS AND THROUGH LOT 'B', LOT 'C' AND
 LOT 'D' FOR WATER MAIN APPURTENANCES AND METERS AND INCIDENTAL PURPOSES (SUBJECT TO IMPROVEMENTS),
 AS DELINEATED ON SAID MAP;

WE HEREBY DEDICATE TO THE CITY OF GARDEN GROVE A PORTION OF TRASK AVENUE, FOR PUBLIC UTILITY AND
 STREET PURPOSES, AS DELINEATED ON THIS MAP;

WE HEREBY DEDICATE TO THE CITY OF GARDEN GROVE A 3.0' WIDE EASEMENT FOR ACCESS AND UTILITIES
 PURPOSES SHOWN ON THIS MAP;

WE HEREBY RESERVE AND SUBJECT TO THE FORMATION OF A COMMUNITY HOA AFTER RECORDATION: A 4.0' WIDE
 EASEMENT FOR ACCESS AND UTILITY PURPOSES SHOWN AS AREA I ON THIS MAP, TO BE MAINTAINED BY SAID HOA;

WE HEREBY DEDICATE TO THE CITY OF GARDEN GROVE ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE
 RIGHT OF SURFACE ENTRY;

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE ALL VEHICULAR ACCESS RIGHTS TO
 AND ACCESS FROM TRASK AVENUE EXCEPT AT APPROVED ACCESS LOCATIONS;

WE HEREBY DEDICATE TO THE CITY OF GARDEN GROVE AN EASEMENT FOR EMERGENCY VEHICLE ACCESS AND
 PUBLIC UTILITIES OVER LOTS 'B', 'C' AND 'D' (SUBJECT TO IMPROVEMENTS);

OLSON - GARDEN GROVE 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
 NAME: SCOTT LAURIE
 TITLE: PRESIDENT & C.O.O.

BY: _____
 NAME: MARIO URZUA
 TITLE: C.F.O.

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS
 COUNTY OF _____)

ON THIS _____ DAY OF _____, 2013, BEFORE ME, _____, WHO
 A NOTARY PUBLIC, PERSONALLY APPEARED
 PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)
 IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY
 EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their
 SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
 PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE _____
 NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS
 IN _____ COUNTY

MY COMMISSION EXPIRES _____

(NAME PRINTED)

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS
 COUNTY OF _____)

ON THIS _____ DAY OF _____, 2013, BEFORE ME, _____, WHO
 A NOTARY PUBLIC, PERSONALLY APPEARED
 PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)
 IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY
 EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their
 SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
 PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE _____
 NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS
 IN _____ COUNTY

MY COMMISSION EXPIRES _____

(NAME PRINTED)

BENEFICIARY'S CERTIFICATE

WELLS FARGO BANK, NATIONAL ASSOCIATION, BENEFICIARY UNDER DEED OF TRUST RECORDED
 JANUARY 10, 2013 AS INSTRUMENT NO. 201300020667 OF OFFICIAL RECORDS.

BY: _____
 PRINT NAME:
 & TITLE:

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436(a)(3) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING
 OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR ROAD PURPOSES RECORDED AUGUST 04, 1936 IN BOOK 666,
 PAGE 178 OF DEEDS; AND IN NOVEMBER 24, 1971 AS BOOK 8901, PAGES 947, 948 AND 952, ALL OF OFFICIAL RECORDS.

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
 CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT
 THE REQUEST OF OLSON URBAN HOUSING, LLC ON MARCH 01, 2012. I HEREBY STATE THAT ALL
 MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY
 WILL BE SET 60 DAYS AFTER COMPLETING REQUIRED IMPROVEMENTS AND THAT SAID
 MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS
 FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

VINCENT W. SCARPATI, R.C.E. 33520 DATE _____
 LICENSE EXPIRES 6-30-14

COUNTY SURVEYOR'S STATEMENT

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

DATED THIS _____ DAY OF _____, 2013.

KEVIN R. HILLS, COUNTY SURVEYOR
 L.S. NO. 6617, EXPIRATION DATE: 12/31/13

BY: CRAIG S. WEHRMAN, CHIEF DEPUTY SURVEYOR

GARDEN GROVE CITY ENGINEER'S STATEMENT

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

DATED THIS _____ DAY OF _____, 2013

CITY ENGINEER - CITY OF GARDEN GROVE
 WILLIAM MURRAY R.C.E. 50353 EXP. 06/30/2013

GARDEN GROVE CITY CLERK'S CERTIFICATE

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

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

AND HEREBY ACCEPT ON BEHALF OF THE PUBLIC AN EASEMENT ACROSS AND THROUGH LOT 'B', LOT
 LOT 'C' AND LOT 'D' FOR WATER MAIN APPURTENANCES AND METERS AND INCIDENTAL PURPOSES
 (SUBJECT TO IMPROVEMENTS);

AND DID ALSO ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THE DEDICATION
 FOR STREET AND UTILITY PURPOSES: TRASK AVENUE, AS DELINEATED ON THIS MAP;

AND DID ALSO ACCEPT A 3.0' WIDE EASEMENT FOR ACCESS AND UTILITIES PURPOSES AS DELINEATED
 ON THIS MAP;

AND DID ALSO ACCEPT ON BEHALF OF THE PUBLIC ALL RIGHTS TO UNDERGROUND WATER WITHOUT
 THE RIGHT OF SURFACE ENTRY;

AND DID ALSO ACCEPT ON BEHALF OF THE PUBLIC AN EASEMENT FOR EMERGENCY VEHICLE ACCESS
 AND PUBLIC UTILITIES OVER LOTS 'B', 'C' AND 'D' ON THIS MAP;

AND DID ALSO ACCEPT THE VEHICULAR ACCESS RIGHTS TO AND FROM TRASK AVENUE AS
 RELEASED AND RELINQUISHED

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

DATED THIS _____ DAY OF _____, 2013

KATHLEEN BAIOR
 CITY CLERK OF THE CITY OF GARDEN GROVE

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
) SS
 COUNTY OF ORANGE)

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS
 AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE,
 COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENT COLLECTED AS TAXES,
 EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE
 SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT
 OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS
 MAP.

DATED: THIS _____ DAY OF _____, 2013

SHARI L. FREIDENRICH BY: _____
 COUNTY TREASURER-TAX COLLECTOR DEPUTY TREASURER-TAX COLLECTOR

SHEET 3 OF 4 SHEETS

ALL OF TENTATIVE TRACT MAP NO. 17461

NO. OF LOTS: 17 NUMBERED
6 LETTEREDACREAGE: 1.786 AC. GROSS
1.591 AC. NET

DATE OF SURVEY: MARCH 1, 2012

TRACT MAP NO. 17461

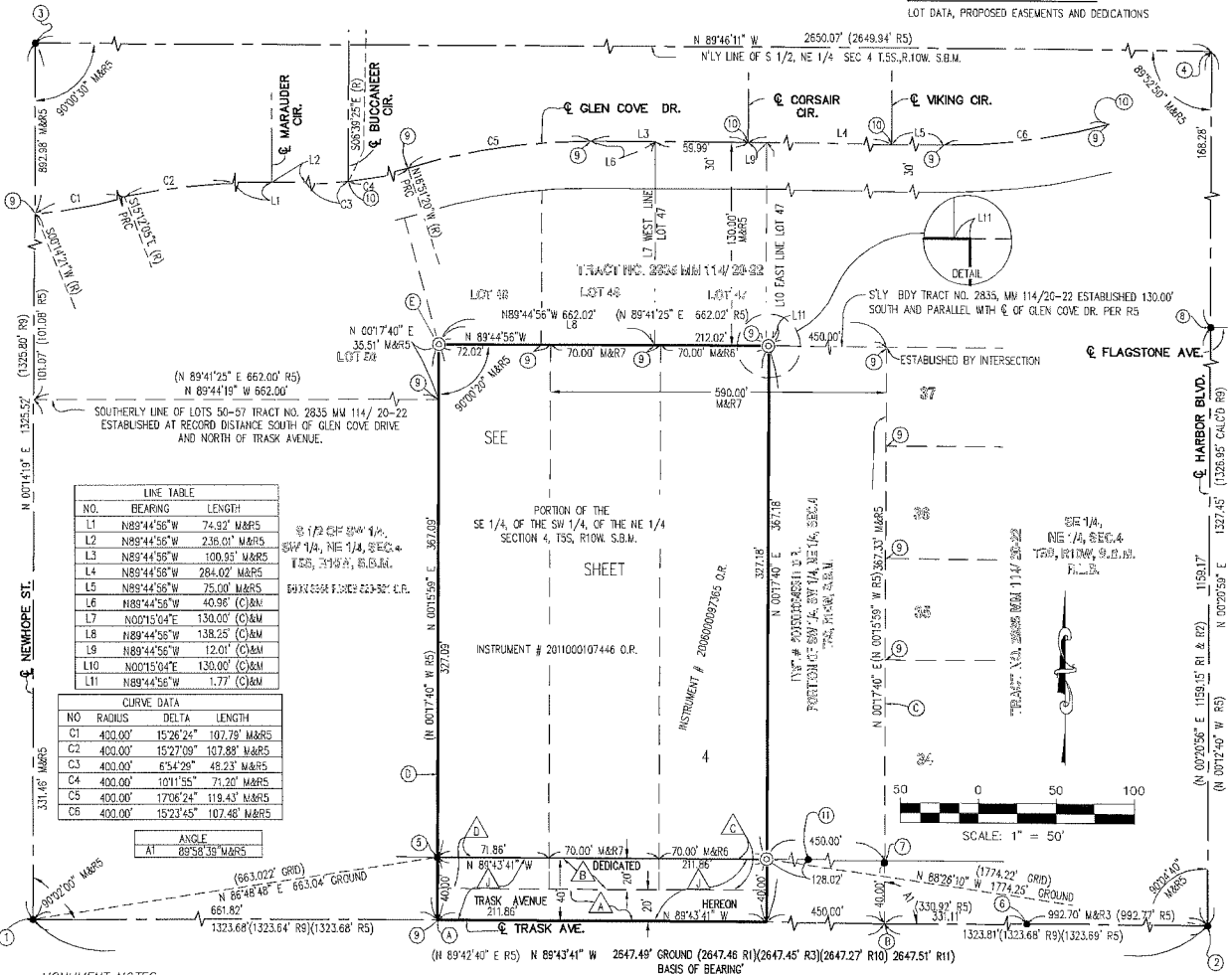
IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

C & V CONSULTING, INC.
VINCENT W. SCARPATI, MARCH 1, 2012
R.C.E. 33520

PROCEDURE OF SURVEY

SEE SHEET 4 OF 4 FOR:

LOT DATA, PROPOSED EASEMENTS AND DEDICATIONS



MONUMENT NOTES

- GPS #4168 FD. 1 1/4" HEX BAR DN. 0.8" IN WELL MONUMENT ACCEPTED AS THE E INTERSECTION OF NEWHOPE & TRASK AVE. & CENTER OF SECTION 4, T.S.S., R.10W, S.B.M. RANCHO LAS BOLSAS PER RSB 201/19-36 AND R3.
- GPS #4167 FD. PUNCHED SQUARE 1/2" STEEL STOCK, DOWN 1.1" IN WELL MONUMENT ACCEPTED AS CENTERLINE INTERSECTION OF HARBOR BLVD. AND TRASK AVE. AND E 1/4 CORNER SECTION 4 T.S.S., R.10W, RANCHO LAS BOLSAS PER RSB 201/19-36 AND R3.
- FD. 1 1/4" HEX BAR IN WELL MONUMENT 0.8" DN. ACCEPTED ON THE E NEWHOPE ST & N.E. COR. SE 1/4, NW 1/4, SECTION 4, T.S.S., R.10W S.B.M. RANCHO LAS BOLSAS PER TRACT NO. 2835 MM 114/20-22.
- SEARCHED NOTHING FOUND, SET NOTHING NE COR. SE 1/4, NE 1/4 OF SECTION 4, T.S.S., R.10W S.B.M. ESTABLISHED BY INTERSECTION.
- FD. LIT "LS 5411" IN LIEU OF "LIT LS 4657" FLUSH, AS SHOWN ON CR 2011-1559, FITS TIES AS SHOWN ON CR 2011-1559.
- FD. SPIKE & TIN ON CENTERLINE OF TRASK AVE. PER CR 2011-1561, FLUSH.
- FD. LIT "LS 2681" FLUSH, 1.00' SOUTHERLY OF THE SOUTHWEST CORNER OF LOT 34 TR. 2835 MM 114/20-22, HELD FOR LINE (EAST/WEST).
- FD. LARGE PK-NAIL WITH WASHER FLUSH, FITS TIES PER CEB 11/32, ACCEPTED AS CENTERLINE INTERSECTION OF FLAGSTONE AVE. AND HARBOR BLVD., AS SHOWN ON RSB 201/19-36 & RSB 242/30.
- SEARCHED, NOTHING FOUND, SET NOTHING.
- CENTERLINE OF GLEN COVE DRIVE ESTABLISHED BY CITY OF GARDEN GROVE T.B. NO. 5 PAGES 43-45 & 47; T.B. NO. 5 PAGE 46 FOR VIKING CIRCLE MISSING FROM RECORDS.
- FD. LIT "LS 5411" IN LIEU OF "LIT R.C.E. 28034" FLUSH, 38.94' NORTH OF CENTERLINE OF TRASK AVE. FITS TIES AS SHOWN ON CR 2011-1560.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN THE ACCEPTED POSITIONS OF O.C.S. HORIZONTAL CONTROL STATION GPS NO. 4167 AND 4168 BEING N89°43'41"W, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

GPS POINT LOCATIONS:

GPS #4168 N 2226823.26 E 6051393.27

FOUND PUNCHED HEX BAR, DOWN 0.8" IN WELL MONUMENT. STATION IS LOCATED AT CENTERLINE INTERSECTION OF NEWHOPE ST AND TRASK AVE.

GPS #4167 N 2226810.71 E 6054040.70

FOUND PUNCHED SQUARE 1/2" STEEL STOCK, DOWN 1.1" IN WELL MONUMENT. STATION IS LOCATED AT CENTERLINE INTERSECTION OF HARBOR BLVD. AND TRASK AVE. (DESCRIPTION PER O.C.S. DATA SHEET)

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM (CCS83) ZONE V, 1983 NAD (2007.00 EPOCH O.C.S. GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND DISTANCE BY 0.99998387. (A MEAN VALUE)

EASEMENT NOTES:

- EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED AUGUST 04, 1926 IN BOOK 686 OF DEEDS, PAGE 176 OF OFFICIAL RECORDS IN FAVOR OF THE CITY OF GARDEN GROVE.
- EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 24, 1971 AS BOOK 9901, PAGE 949 OF OFFICIAL RECORDS IN FAVOR OF THE CITY OF GARDEN GROVE.
- EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 24, 1971 AS BOOK 9901, PAGE 952 OF OFFICIAL RECORDS IN FAVOR OF THE CITY OF GARDEN GROVE.
- EASEMENT FOR PUBLIC STREET, HIGHWAY AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 24, 1971 AS BOOK 9901, PAGE 947 OF OFFICIAL RECORDS IN FAVOR OF THE CITY OF GARDEN GROVE.

ESTABLISHMENT NOTES:

- ESTABLISHED AS THE SE CORNER OF SE 1/4, SW 1/4, NE 1/4 SECTION 4, T. 5 S., R.10 W., SAID POINT ALSO BEING THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 50, TR. NO. 2835, MM 114/20-22.
- ESTABLISHED AS THE SOUTHEAST CORNER OF SW 1/4, NE 1/4, SECTION 4, T. 5 S., R.10 W., SAID POINT BEING THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 34, TR. NO. 2835, MM 114/20-22.
- ESTABLISHED AS THE EAST LINE OF THE SE 1/4, SW 1/4, NE 1/4, SECTION 4, T. 5 S., R.10 W., BY HOLDING (B) AND RECORD ANGLE PER TR. NO. 2835, MM 114/20-22 (RS) THRU MONUMENT (7).
- ESTABLISHED AS THE WEST LINE OF THE SE 1/4, SW 1/4, NE 1/4 SECTION 4, T. 5 S., R.10 W., AND THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 50, TR. 2835 BETWEEN POINTS (E) & (A).
- ESTABLISHED ANGLE POINT OF LOT 50 BY INTERSECTION OF A LINE 130.00' (RS), SOUTH OF THE CENTERLINE OF GLEN COVE DRIVE AND A LINE 662.00' EAST OF THE CENTERLINE OF NEWHOPE STREET PER TR. 2835.

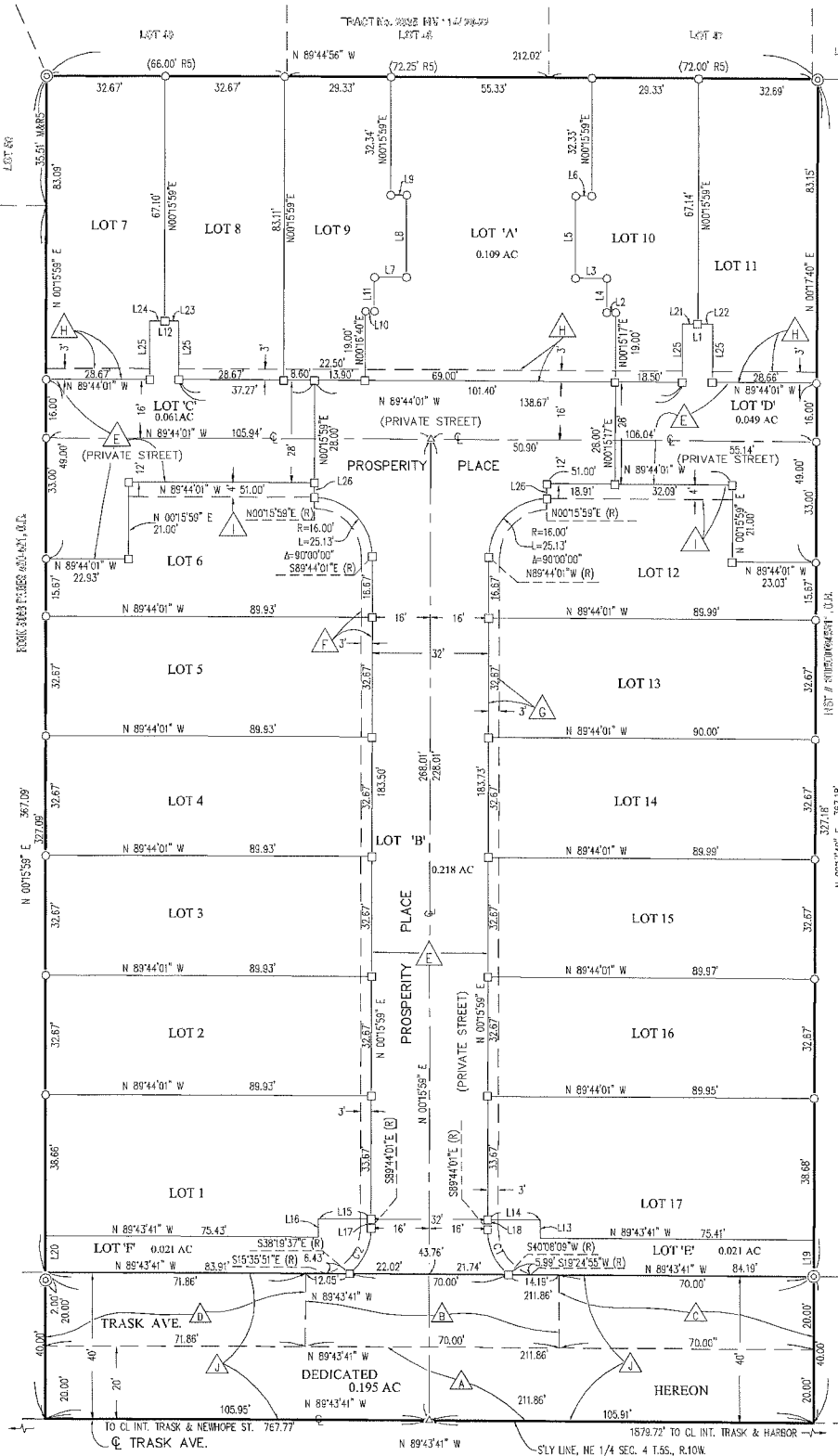
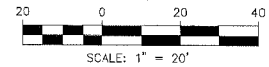
LEGEND

- FOUND MONUMENT AS NOTED
- INDICATES SET 1-1/2" IRON PIPE OR SET LIT ON TOP OF WALL, OR TOP OF FOUNDATION AT ALL REAR CORNERS STAMPED "R.C.E. 33520"
- INDICATES SET LIT AT 3/70" OFFSET ALONG FRONT PROPERTY LINES STAMPED "R.C.E. 33520"
- SET SPIKE AND WASHER STAMPED "R.C.E. 33520", FLUSH
- INDICATES SET 2" IRON PIPE WITH CONCRETE PLUG OR SET LIT ON TOP OF WALL OR TOP OF FOUNDATION AT TRACT BOUNDARY CORNERS STAMPED "R.C.E. 33520"
- () INDICATES DATA AS NOTED BELOW UNLESS OTHERWISE INDICATED
- M MEASURED
- C CALCULATED DIMENSION PER TRACT NO. 2835, UNLESS OTHERWISE INDICATED
- LIT LEAD TACK AND TAG
- PT PART/PORTION
- M&R INDICATES MEASURED & RECORD DATA PER
- (R) INDICATES RADIAL BEARING, UNLESS OTHERWISE NOTED
- R1 RECORD DATA PER RS 2003-1079, RSB 201/19-36
- R2 RECORD DATA PER RS 2009-1130, RSB 242/30
- R3 CORNER RECORD 2011-1561
- R4 CORNER RECORD 2011-1559
- R5 RECORD DATA PER TRACT 2835, MM 114/20-22
- R6 RECORD DATA PER INSTRUMENT # 200600007365 O.R.
- R7 RECORD DATA PER INSTRUMENT # 201000107446 O.R.
- R8 CORNER RECORD 2011-1560
- R9 RECORD DATA PER TRACT 2770, MM 114/13-15
- R10 RECORD DATA PER PMB 93/20-21
- R11 RECORD DATA PER PM NO. 2005-136, PMB 347/27-29

SHEET 4 OF 4 SHEETS
ALL OF TENTATIVE TRACT MAP NO.
17461
NO. OF LOTS: 17 NUMBERED
6 LETTERED
ACREAGE: 1.786 AC. GROSS
1.591 AC. NET
DATE OF SURVEY: MARCH 1, 2012

TRACT MAP NO. 17461

INT THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
C & V CONSULTING, INC.
VINCENT W. SCARPATI, R.C.E. 33520
MARCH 1, 2012



LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°44'01"W	8.00'
L2	N89°44'01"W	7.50'
L3	N89°44'01"W	8.67'
L4	N00°15'59"E	9.30'
L5	N00°15'59"E	22.50'
L6	N89°44'01"W	4.33'
L7	N89°44'01"W	8.67'
L8	N00°15'59"E	22.50'
L9	N89°44'01"W	4.33'
L10	N89°44'01"W	7.50'
L11	N00°15'59"E	9.28'
L12	N89°44'01"W	8.00'
L13	N00°00'00"E	5.00'
L14	N89°43'52"W	14.50'
L15	N89°43'52"W	14.50'
L16	N00°16'09"E	5.00'
L17	N00°15'59"E	2.49'
L18	N00°15'59"E	2.72'
L19	N00°17'40"E	10.00'
L20	N00°15'59"E	10.00'
L21	N89°44'01"W	4.00'
L22	N89°44'01"W	4.00'
L23	N89°44'01"W	4.00'
L24	N89°44'01"W	4.00'
L25	N00°15'59"E	16.00'
L26	N00°15'59"E	4.00'

CURVE DATA			
NO.	RADIUS	DELTA	LENGTH
C1	16.00'	50°07'50"	14.00'
C2	16.00'	51°24'24"	14.36'

- PROPOSED EASEMENTS AND DEDICATIONS**
- PROPOSED EASEMENT FOR WATER LINES AND INCIDENTAL PURPOSES AND ALSO FOR PUBLIC UTILITIES AND EMERGENCY VEHICLES ACCESS TO THE CITY OF GARDEN GROVE (SUBJECT TO IMPROVEMENTS) OVER LOTS B, C & D.
 - 3.0' PUBLIC UTILITY EASEMENT TO THE CITY OF GARDEN GROVE FOR WATER MAIN APPURTENANCES AND METERS AND INCIDENTAL PURPOSES (SUBJECT TO IMPROVEMENTS);
 - 3.0' PUBLIC UTILITY EASEMENT TO THE CITY OF GARDEN GROVE FOR WATER MAIN APPURTENANCES AND METERS AND INCIDENTAL PURPOSES (SUBJECT TO IMPROVEMENTS);
 - 3.0' PUBLIC UTILITY EASEMENT TO THE CITY OF GARDEN GROVE FOR WATER MAIN APPURTENANCES AND METERS AND INCIDENTAL PURPOSES (SUBJECT TO IMPROVEMENTS);
 - 4.0' PUBLIC UTILITY EASEMENT TO THE CITY OF GARDEN GROVE FOR WATER MAIN APPURTENANCES AND METERS AND INCIDENTAL PURPOSES (SUBJECT TO IMPROVEMENTS);
 - RELEASE AND RELINQUISH ALL VEHICULAR ACCESS RIGHTS TO THE CITY OF GARDEN GROVE EXCEPT AT APPROVED LOCATIONS.

LETTERED LOT DESIGNATION

- LOT A OPEN SPACE AREA, NOT A BUILDING SITE
- LOT B PRIVATE STREET, EMERGENCY VEHICLE ACCESS & PUBLIC UTILITY PURPOSES.
- LOT C PRIVATE STREET, EMERGENCY VEHICLE ACCESS & PUBLIC UTILITY PURPOSES.
- LOT D PRIVATE STREET, EMERGENCY VEHICLE ACCESS & PUBLIC UTILITY PURPOSES.
- LOT E OPEN SPACE AREA, NOT A BUILDING SITE.
- LOT F OPEN SPACE AREA, NOT A BUILDING SITE.

SEE SHEET 3 OF 4 FOR:
BASIS OF BEARING, MONUMENT NOTES, DATUM STATEMENT,
LEGEND, GPS POINTS LOCATION & EASEMENT NOTES.

SHEET 2 OF 4 SHEETS
ALL OF TENTATIVE TRACT MAP NO. 17461
NO. OF LOTS: 17 NUMBERED
6 LETTERED
ACREAGE: 1,786 AC. GROSS
1,591 AC. NET
DATE OF SURVEY: MARCH 1, 2012

TRACT MAP NO. 17461

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

C & V CONSULTING, INC.
VINCENT W. SCARPATI, MARCH 1, 2012
R.C.E. 33520

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF)

ON THIS ____ DAY OF _____, 2013, BEFORE ME, _____ WHO
AS NOTARY PUBLIC PERSONALLY APPEARED _____
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)
IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY
EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE _____
NOTARY PUBLIC IN AND FOR SAID STATE

(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
MY COMMISSION EXPIRES _____

SUBDIVISION IMPROVEMENT AGREEMENT**SUBDIVIDER: GARDEN GROVE 5, LLC****TRACT MAP NO. 17461**

THIS AGREEMENT is made this 9th day of January 2013 by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and Olson – Garden Grove 5, LLC a Delaware limited liability company ("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. 17461 ("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 Tract 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 Tract 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 Tract 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 Tract 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 Tract Map, are a material consideration to CITY in approving the Final Tract 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 Tract 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. **Improvements.** 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 Parcel 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 \$379,911.00.
2. **Security.** 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 and Site Improvement Plans, as described on the approved Project Improvement Plans on file with the CITY	Faithful Performance	\$379,911.00
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	\$2,008.00
50% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading and Site Improvement Plans, as described on the approved Project Improvement Plans on file with the CITY	Labor & Material	\$189,955.50

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. **Time for Completion.** SUBDIVIDER shall complete construction and installation of the improvements within 365 days, or such later time as approved by the CITY in writing. Monuments shall be set within the required time stated on the approved Final Tract Map.
4. **CITY Inspection and Acceptance.** 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, the Final Tract Map, shall recommend the acceptance of such improvements and survey monuments 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/CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY/AGENCY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY/AGENCY of any material change, cancellation, or termination at least thirty (30) days in advance.
 - 7.2 **Workers' Compensation Insurance.** For the duration of this Agreement, CONTRACTOR/SUBDIVIDER and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
 - 7.3 **Insurance Amounts.** SUBDIVIDER/CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - A. Commercial general liability in the amount of \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY/AGENCY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY/AGENCY.
 - B. Automobile liability in the amount of \$1,000,000 per occurrence; Insurance companies must be **acceptable to CITY/AGENCY** and have a Best's guide Rating of A-, Class VII or better as approved by the CITY/AGENCY.

An Additional Insured Endorsement of the policy under section 7.3 (A) shall designate CITY/AGENCY, its officers, officials, employees, agents, and volunteers as additional insured's for liability arising out of work or operations performed by or on behalf of the SUBDIVIDER/CONTRACTOR. SUBDIVIDER/CONTRACTOR shall provide to CITY/AGENCY proof of insurance and endorsement forms that conform to CITY's/AGENCY's requirements, as approved by the CITY/AGENCY.

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

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

If SUBDIVIDER/CONTRACTOR is not constructing or installing the required improvements itself, SUBDIVIDER/CONTRACTOR's insurance obligation pursuant to this subsection 7.3 may be satisfied from each of SUBDIVIDER's contractors and each of their subcontractors, as appropriate, at the time of application for any permit from the CITY related to the construction and/or installation of the improvements under this Agreement.

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 **CITY Right to Perform Work.** 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 **Labor Standards.** SUBDIVIDER shall be responsible for causing all contractors and subcontractors constructing or installing any of the 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 Improvements required to be constructed and/or installed pursuant to this Agreement constitute public works subject to the prevailing wage requirements.

- 10.2 **Non-Discrimination.** 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 **Licensed Contractors.** SUBDIVIDER shall cause all of the 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. 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.

- 12 **General Provisions.** It is mutually agreed as follows:

- 12.1 **Assignment or Delegation.** 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 **Independent Contractor.** 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 reitement 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 **Compliance with Law.** 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 **Conflict of Interest and Reporting.** SUBDIVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12.5 **Notices.** 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.
- A. If to SUBDIVIDER:
Olson – Garden Grove 5, LLC
a Delaware limited liability company
3010 Old Ranch Parkway, Ste 100
Seal Beach, CA 90740
- B: If to CITY:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92842
- 12.6 **Licenses, Permits, Fees, and Assessments.** 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 **Heirs, Successors and Assigns.** 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 **Corporate Authority.** 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 **Modification.** 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 **Waiver.** 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 **California Law.** 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 **Preservation of Agreement.** 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 construed and interpreted, and all remaining provisions shall remain valid and enforceable.
- 13 **Mutual Agreement.** 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:

City Clerk
Date: _____

Date: _____

Date: January 21, 2013

"SUBDIVIDER"

Olson – Garden Grove 5, LLC
a Delaware limited liability company

By: OLSON URBAN VENTURES, LLC
a Delaware limited liability company
Its: Sole Member

By: Olson URBAN HOUSING, LLC
a Delaware limited liability company
Its: Managing Member

BY: IN TOWN LIVING, INC.,
a Delaware corporation
Its: Managing Member

Scott Laurie

President and COO

Katherine M. Chandler

Secretary

APPROVED AS TO FORM:

James H. Egner for
Garden Grove City Attorney

Date: 2-14-13

If SUBDIVIDER is a corporation, a Corporate Resolution and/or Corporate Seal is required. If 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

Exhibit A

Revised Insurance Requirements

7. Insurance Requirements.

7.1 COMMENCEMENT OF WORK. SUBDIVIDER shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY, nor shall SUBDIVIDER allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved. 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.

All subcontractors shall be subject to the same insurance as requirements and obligations as SUBDIVIDER and as described here in. SUBDIVIDER shall be fully responsible to assure that all subcontractors carry and maintain the same insurance and endorsements as required herein for the duration of the project.

7.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, SUBDIVIDER and all subcontractors 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 INSURANCE AMOUNTS. SUBDIVIDER shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$5,000,000 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 \$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.

- (c) Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 6.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, 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 6.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by 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 6.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds under the excess liability policy. SUBDIVIDER shall provide to CITY proof of insurance stating the excess liability policy follows form, endorsement forms, and the schedule of underlying policies with policy numbers, 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 for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as

determined by the CITY shall be excess of the SUBDIVIDER'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 the schedule of underlying policies for an excess liability policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

On January 21, 2013, before me, Miranda Lynn Rice-Medrano, Notary Public, personally appeared Scott Laurie and Katherine Chandler who proved to me on the basis of satisfactory evidence to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Miranda Lynn Rice-Medrano



This area for official notarial seal

My Commission Expires: May 30, 2014

Notary Name: Miranda Lynn Rice-Medrano

Notary Phone: (562) 596-4770

Notary Registration Number: 1891509

County of Principal Place of Business: Orange

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document
And could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement, Tract Map No. 17461
 Garden Grove 5, LLC

Document Date: 01/09/13

Exhibit B
Improvements List
See Attached

"Harmony Walk"
Trask Avenue
Garden Grove, CA

Date: November 30, 2012		Net Acres: 1.59		TOTAL: 17
		Gross Acres: 1.59		
				Ref No.: OLSO-053
SUMMARY				
	CONSTRUCTION ITEMS (OFFSITE)		AMOUNT	\$/DU
	SEWER IMPROVEMENTS		8,020	472
	STORM DRAIN SYSTEM IMPROVEMENTS		6,500	382
	STREET IMPROVEMENTS		11,945	703
	Sub-Total, CONSTRUCTION COSTS		26,465	1,557
		10% CONTINGENCY	2,646	156
	TOTAL, CONSTRUCTION COSTS		29,111	1,712
		Total	29,111	1,712
This Cost Estimate is the Exclusive Property of C&V Consulting, Inc and is for bonding purposes only				



LOGGED

COST EST - PCO3

OK

 12/18/12

"Harmony Walk"
Trask Avenue
Garden Grove, CA

Date: November 30, 2012		Net Acres: 1.59		TOTAL: 17	
		Gross Acres: 1.59			
				Ref No.: OLSO-053	
Item	Item	Unit	Unit	Item	Item
No.	Description	Meas.	Cost	Quantity	Amount
	<u>SEWER IMPROVEMENTS</u>				
1.	48" Standard Sewer Manhole	EA	3,000.00	1	3,000
2.	Remove & Replace Existing Asphalt Pavement Traffic Controls	SF	14.00	180	2,520
3.	Traffic Controls @ Sewer Tie In	EA	2,500.00	1	2,500
	Total, SANITARY SEWER IMPROVEMENTS				8,020
				\$/DU	472
	<u>STORM DRAIN SYSTEM IMPROVEMENTS</u>				
1.	Parkway Culvert	EA	3,250.00	2	6,500
	Total, STORM DRAIN SYSTEM IMPROVEMENTS				6,500
				\$/DU	382
Item	Item	Unit	Unit	Item	Item
No.	Description	Meas.	Cost	Quantity	Amount
	<u>STREET IMPROVEMENTS</u> Off-Tract				
	"Concrete"				
1.	8" Curb with 24" Gutter	LF	20.00	152	3,040
2.	4" PCC Sidewalk, Width = 7.0' @ Trask	SF	3.85	1,081	4,162
3.	8" PCC Cross Gutter, Including Spandrels & Curb Only	SF	9.00	527	4,743
4.	Pedestrian Access Ramps	EA		2	-
5.	Remove & Replace Existing Asphalt	SF		424	-
6.	Concrete Repair for Final Agency Acceptance (Allowance)	%			-
				Total, Concrete	11,945
			Total, STREET IMPROVEMENTS		11,945
				\$/DU	703

Prepared By:
C and V Consulting, Inc
27156 Burbank
Foothill Ranch, CA 92610

12/12/2012
Page 2 of 2

Prepared For:
The Olson Company

"Harmony Walk"
Trask Avenue
Garden Grove, CA

Date: November 30, 2012		Net Acres: 1.59	TOTAL: 17
		Gross Acres: 1.59	
		Ref No.: OLSO-053	
SUMMARY			
CONSTRUCTION ITEMS		AMOUNT	\$/DU
MONUMENTATION		1,825	107
Sub-Total, CONSTRUCTION COSTS		1,825	107
10% CONTINGENCY		183	11
TOTAL, CONSTRUCTION COSTS		2,008	118
Total		2,008	118
This Cost Estimate is the Exclusive Property of C&V Consulting, Inc and is for bonding purposes only			



LOGGED

12/11/12
 COST EST - PC03

OK
 [Signature]
 12/18/12

DEC 21 2012

Garden Grove, CA

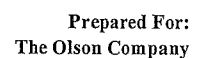
Date: November 30, 2012		Net Acres:	1.59	TOTAL: 17	
		Gross Acres:	1.59	Ref No.: OLSO-053	
Item No.	Item Description	Unit Meas.	Unit Cost	Item Quantity	Item Amount
	<u>MONUMENTATION</u>				
1.	Set Monuments	LS	1,825.00	1	1,825
2.					-
3.					-
4.					-
5.					-
			Total, MONUMENTATION		1,825
			\$/DU		107

Prepared By:
C and V Consulting, Inc
27156 Burbank
Foothill Ranch, CA 92610

Prepared For:
The Olson Company

Garden Grove, CA

This Cost Estimate is the Exclusive Property of C&V Consulting, Inc and is for bonding purposes only



"Harmony Walk"
Trask Avenue
Garden Grove, CA

Date: November 30, 2012		Net Acres:	1.59	TOTAL: 17	
		Gross Acres:	1.59		
		RefNo.: OLSO-053			
Item	Item	Unit	Unit	Item	Item
No.	Description	Meas.	Cost	Quantity	Amount
<u>DOMESTIC WATER IMPROVEMENTS</u>					
1.	8" PVC, CL200, Water Main	LF	29.00	450	13,050
2.	8" Gate Valve	EA	1,450.00	3	4,350
3.	6" Fire Hydrant Assembly	EA	4,250.00	2	8,500
4.	Blow-Off	EA	2,250.00	2	4,500
5.	1" Domestic Lot Service, Including Meter Box	DU	700.00	17	11,900
6.	DI vertical offset	LF	5,000.00	1	5,000
7.	8" x 8" x 8" Tees	EA	500.00	2	1,000
8.	RPPD for irrigation	EA	2,250.00	1	2,250
9.	Concrete Thrust Blocks @ Tees & Bends	EA	195.00	2	390
10.	Remove & Replace Existing Asphalt Pavement @ Water Tie Ins	SF	14.00	57	798
11.	Hot Tap Existing Main @ Trask Avenue	EA	5,750.00	1	5,750
12.	Traffic Controls @ Water Main Tie-Ins	EA	2,000.00	1	2,000
Total, DOMESTIC WATER IMPROVEMENTS					59,488
\$/DU					3,499
Item	Item	Unit	Unit	Item	Item
No.	Description	Meas.	Cost	Quantity	Amount
<u>SEWER IMPROVEMENTS</u>					
1.	8" PVC, SDR 35, Sewer Main	LF	30.00	453	13,590
2.	48" Standard Sewer Manhole	EA	3,000.00	1	3,000
3.	8" Sewer Cleanout	EA	900.00	19	17,100
4.	4" PVC,Lot Service Laterals	DU	650.00	17	11,050
Total, SANITARY SEWER IMPROVEMENTS					44,740
\$/DU					2,632
<u>STORM DRAIN SYSTEM IMPROVEMENTS</u>					
1.	6" PVC	LF	10.00	1,300	13,000
2.	12" x 12" Inlet	EA	85.00	30	2,550
3.	Emitter	EA	95.00	15	1,425
4.	Parkway Culvert	EA	3,250.00	2	6,500
Total, STORM DRAIN SYSTEM IMPROVEMENTS					23,475
\$/DU					1,381

"Harmony Walk"
Trask Avenue
Garden Grove, CA

Date: November 30, 2012		Net Acres:	1.59	TOTAL: 17	
		Gross Acres:	1.59		
		Ref No.: OLSO-053			
Item	Item	Unit	Unit	Item	Item
No.	Description	Meas.	Cost	Quantity	Amount
	<u>STREET IMPROVEMENTS</u>				
	<i>"Asphalt"</i>				
1.	Fine Grade Street R.O.W. , Prior to Placement of 4"AB	SF	0.175	10,660	1,866
2.	4" Aggregate Base, Class II	SF	0.55	10,660	5,863
3.	3.0" Asphalt Concrete, Base Course	SF	1.50	10,660	15,990
4.	Clean & Wash, Prior to Tack Coat	SF	0.05	10,660	533
5.	Tack Coat Prior to Asphalt Concrete Cap	SF	0.05	10,660	533
6.	1" Asphalt Concrete Cap	SF	0.675	10,660	7,196
7.	Mobilization for 3" Asphalt Concrete Base Course Over 4"	EA	4,500.00	1	4,500
	Aggregate Base, (Allowance)				
	Mobilization for 1" Asphalt Concrete Cap, (Allowance)	EA	4,250.00	1	4,250
8.	Fog Seal For Final Agency Acceptance	SF	0.075	10,660	800
9.	Asphalt Repair for Final Agency Acceptance (Allowance)	DU	200.00	17	3,400
				Total, Asphalt	44,930
	<i>"Concrete"</i>				
9.	6" Curb & Gutter	LF	16.00	531	8,496
10.	6" Curb Only	LF	15.00	157	2,355
11.	0" Curb Only	LF	14.00	241	3,374
12.	4" PCC Sidewalk, Width = 4.0'	SF	3.50	3,700	12,950
13.	6" PCC Drive Approach	SF	4.35	1,284	5,585
14.	PCC Driveway	SF	4.35	4,884	21,245
15.	3' Wide PCC Gutter	SF	12.00	144	1,728
16.	Decorative Pavers @ Entrance	SF	9.00	370	3,330
17.	Concrete Repair for Final Agency Acceptance (Allowance)	%			-
				Total, Concrete	59,064
	<i>"Miscellaneous"</i>				
18.	Stop Sign w/Bar & Legend	EA	425.00	1	425
19.	Fire Lane Signs	EA	350.00	3	1,050
20.	Hydrant Blue Pavement Markers	EA	450.00	2	900
21.	Street Name Signs	EA	350.00	2	700
22.	Traffic Light	EA	-	0	-
23.	Striping (Parking, Red Curb)	LS	1,250.00	1	1,250
				Total, Miscellaneous	4,325
		Total, STREET IMPROVEMENTS			108,318
				\$/DU	6.372

"Harmony Walk"
Trask Avenue
Garden Grove, CA

<i>Date: November 30, 2012</i>				<i>Net Acres: 1.59</i>		<i>TOTAL: 17</i>			
				<i>Gross Acres: 1.59</i>					
						<i>Ref No.: OLSO-053</i>			

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.