

11-4-75

LEASE AGREEMENT - GARDEN GROVE MASONIC BUILDING ASSOCIATION

Commissioner Adams moved, seconded by Commissioner Donovan, that the Lease Agreement by and between the GARDEN GROVE COMMUNITY DEVELOPMENT COMMISSION and the GARDEN GROVE MASONIC BUILDING ASSOCIATION regarding the lease of a portion of property in the Community Center Area to the Masonic Building Association, be and hereby is approved. Said motion carried by the following vote:

AYES:	COMMISSIONERS: (4)	ADAMS, DONOVAN, ERICKSON, BARR
NOES:	COMMISSIONERS: (0)	NONE
ABSENT:	COMMISSIONERS: (1)	KRIEGER

City of Garden Grove

COMMUNITY DEVELOPMENT COMMISSION

INTER-DEPARTMENT MEMORANDUM

AGENDA ITEM No. 2.2

To: Richard R. Powers
Dept: Director
Subject: Community Center
Project 1037, Parcels 12 and 26

From: Douglas N. LaBelle
Dept: Community Development
Date: November 4, 1975

The Community Development Department has been negotiating the acquisition for the Community Center Project No. 1. An agreement has been reached with Garden Grove Masonic Building Association, the owners of parcels 12 and 26. Subject parcels are located at 12912-12942, incl., Fourth Street, 12932 and 12951 Fifth Street and consist of the following:

- 12951 Fifth Street - Masonic Temple containing approx. 5,684 sq. ft.
- 12932 Fifth Street - One-story single family residence containing approximately 1,070 sq. ft.
- 12912 Fourth Street - One-story single family residence containing approximately 729 sq. ft.
- 12922 Fourth Street - One-story single family residence containing approximately 729 sq. ft.
- 12932 Fourth Street - One-story single family residence containing approximately 1,355 sq. ft.
- 12942 Fourth Street - One-story single family residence containing approximately 1,049 sq. ft.

The total land to be acquired consists of approximately 75,260 square feet.

The purchase price agreed to is \$277,000 which is at the appraised value. This parcel is presently occupied by the Masonic Building Association and by tenants, therefore, relocation assistance will be provided.

An agreement has also been reached with the Masonic Association to lease that portion of the property containing the Masonic Temple, for a period of one year from close of this escrow and for the purchase of replacement property within the Community Center District.

The Legal Officer of the Garden Grove Community Development Commission has reviewed the documents relative to these agreements and has approved them as to form. It is therefore recommended that the Commission authorize the Director and

Recording Secretary to execute them on behalf of the Commission and that the Finance Director be authorized to draw a warrant in the amount of \$277,000 and delay delivery of said warrant until its issuance is appropriate.

It is further recommended that staff be authorized to provide relocation assistance and payments.

A descriptive data sheet, along with area map and plot plan of subject parcels, are attached for your review.

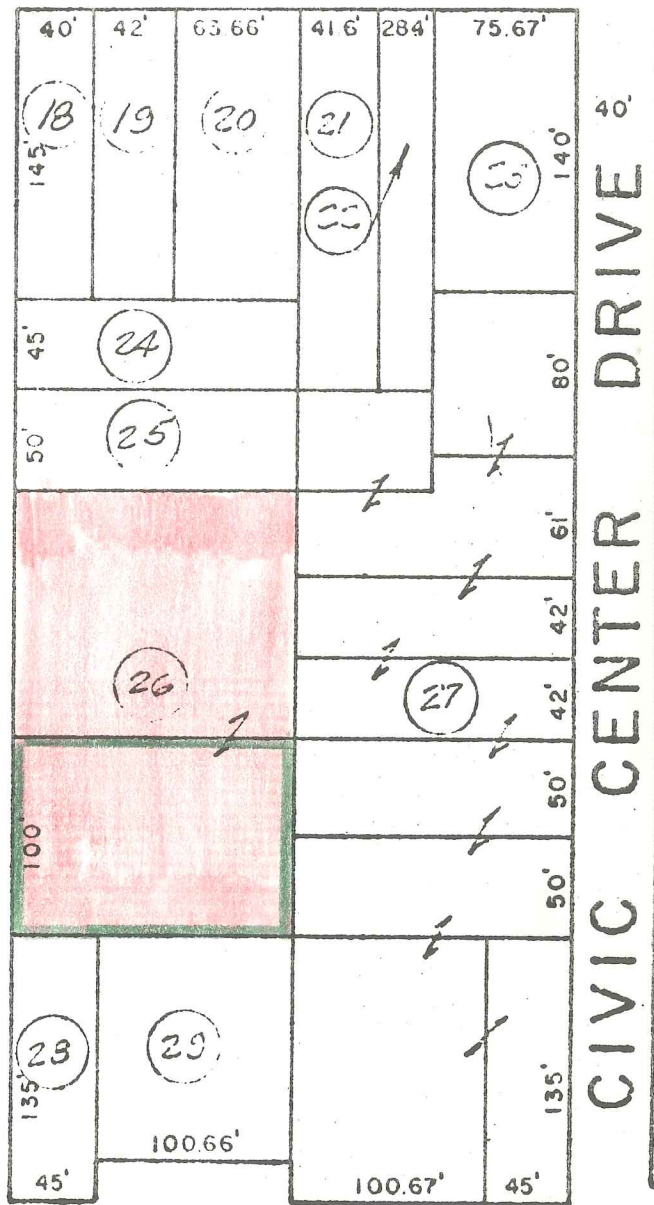
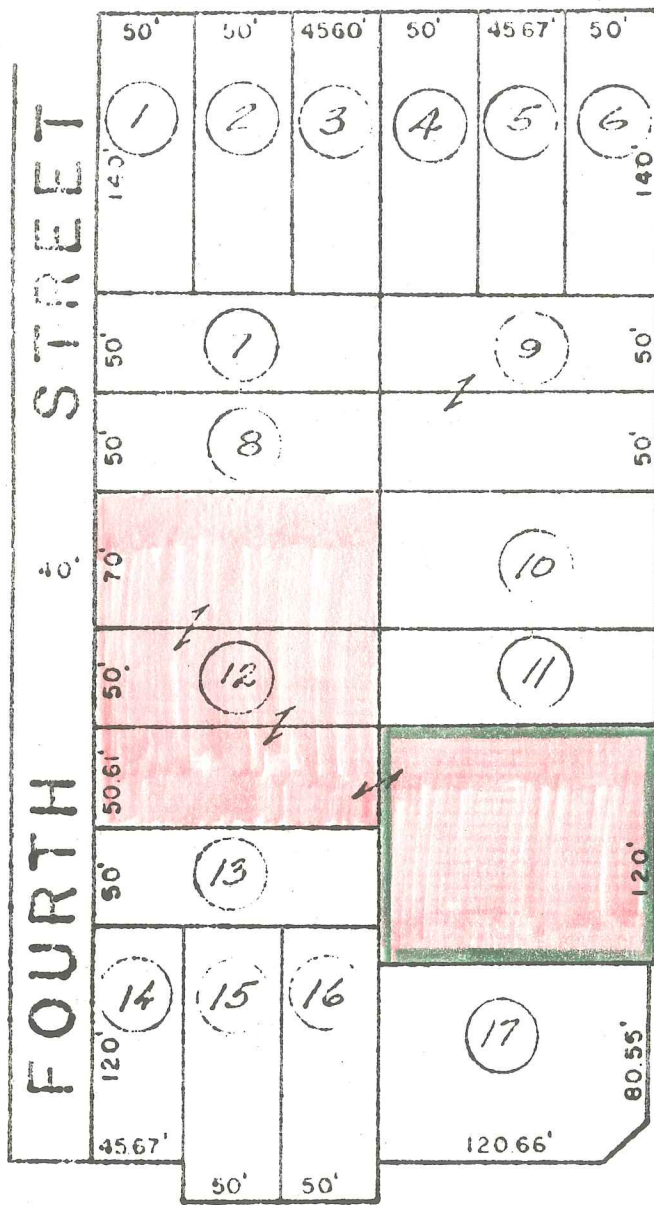
A handwritten signature in cursive script, appearing to read "Douglas N. LaBelle".

Douglas N. LaBelle

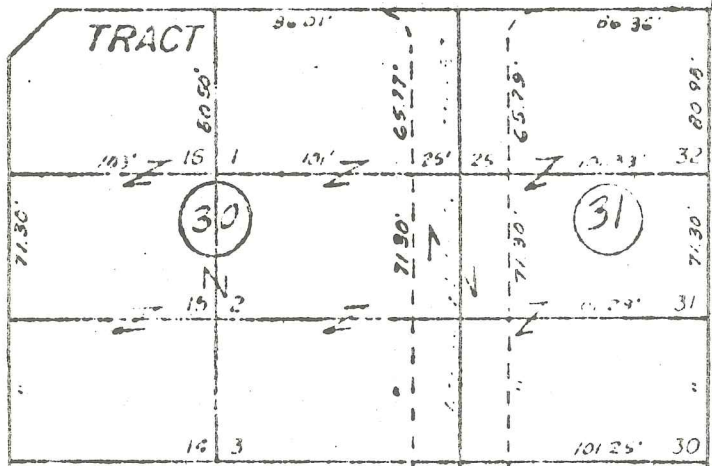
Attachments

ACACIA

PARKWAY



GARDEN GROVE BOULEVARD



 PARCEL TO BE ACQUIRED

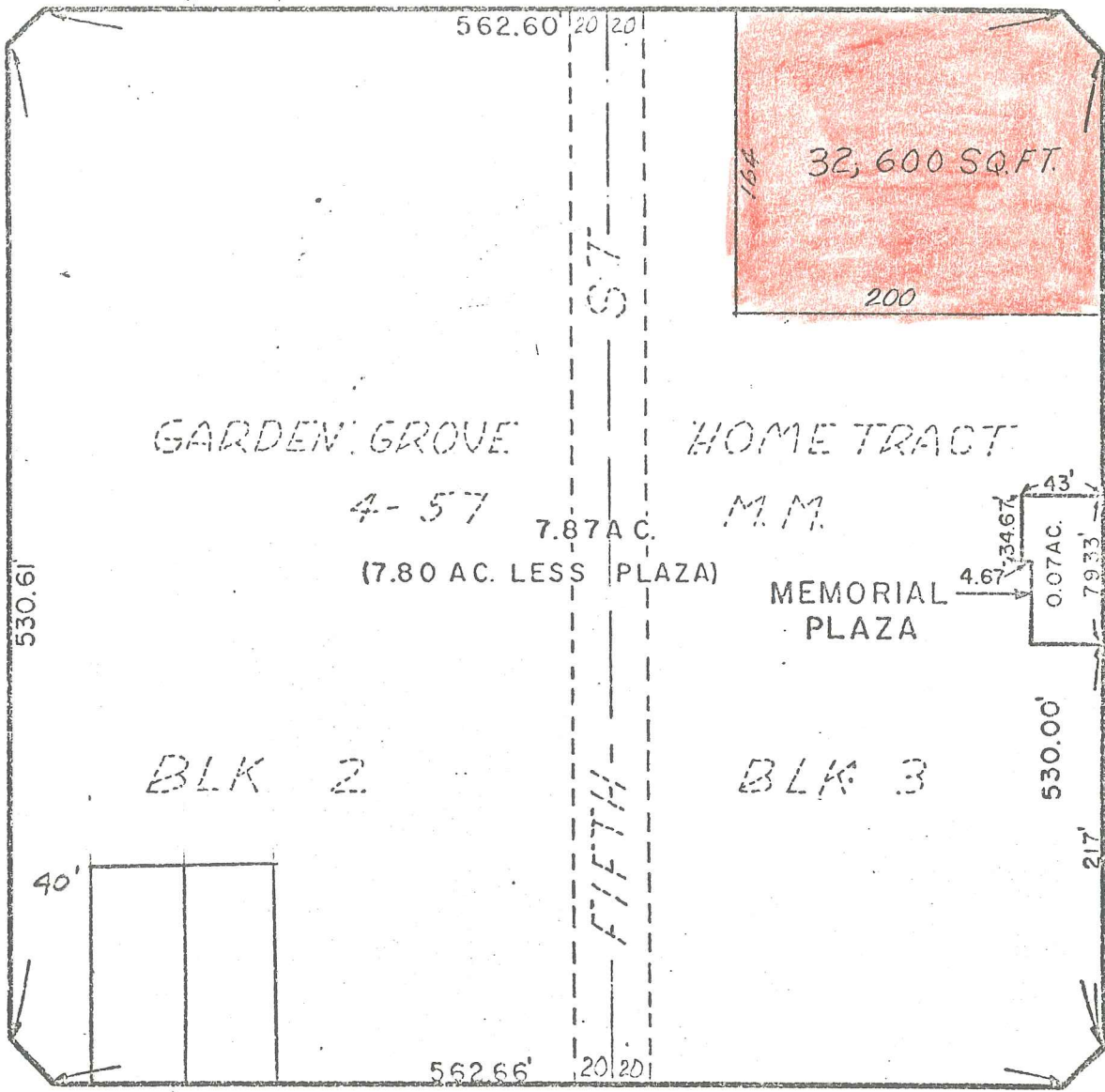
 LEASED PARCEL

CITY OF GARDEN GROVE REAL PROPERTY DIVISION	
PROJECT AREA 1 COMMUNITY CENTER DISTRICT	
DATE	R/W N ^o
OFFICE OF THE CONTROLLER	

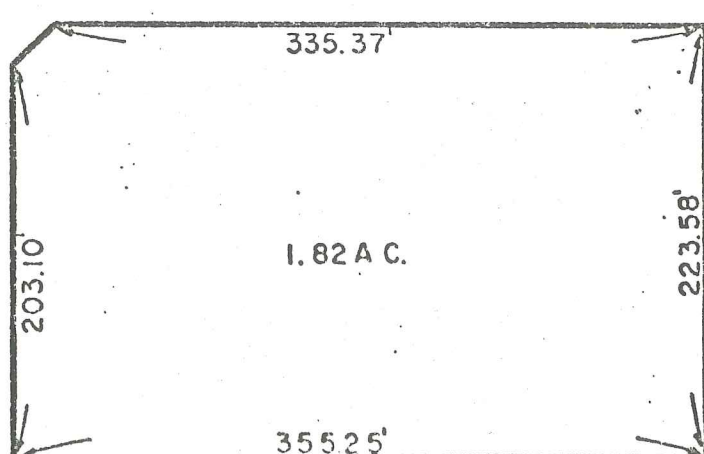
CIVIC CENTER

ACACIA PARKWAY
80'
N. LINE BLKS. 2-3

EUCLID STREET



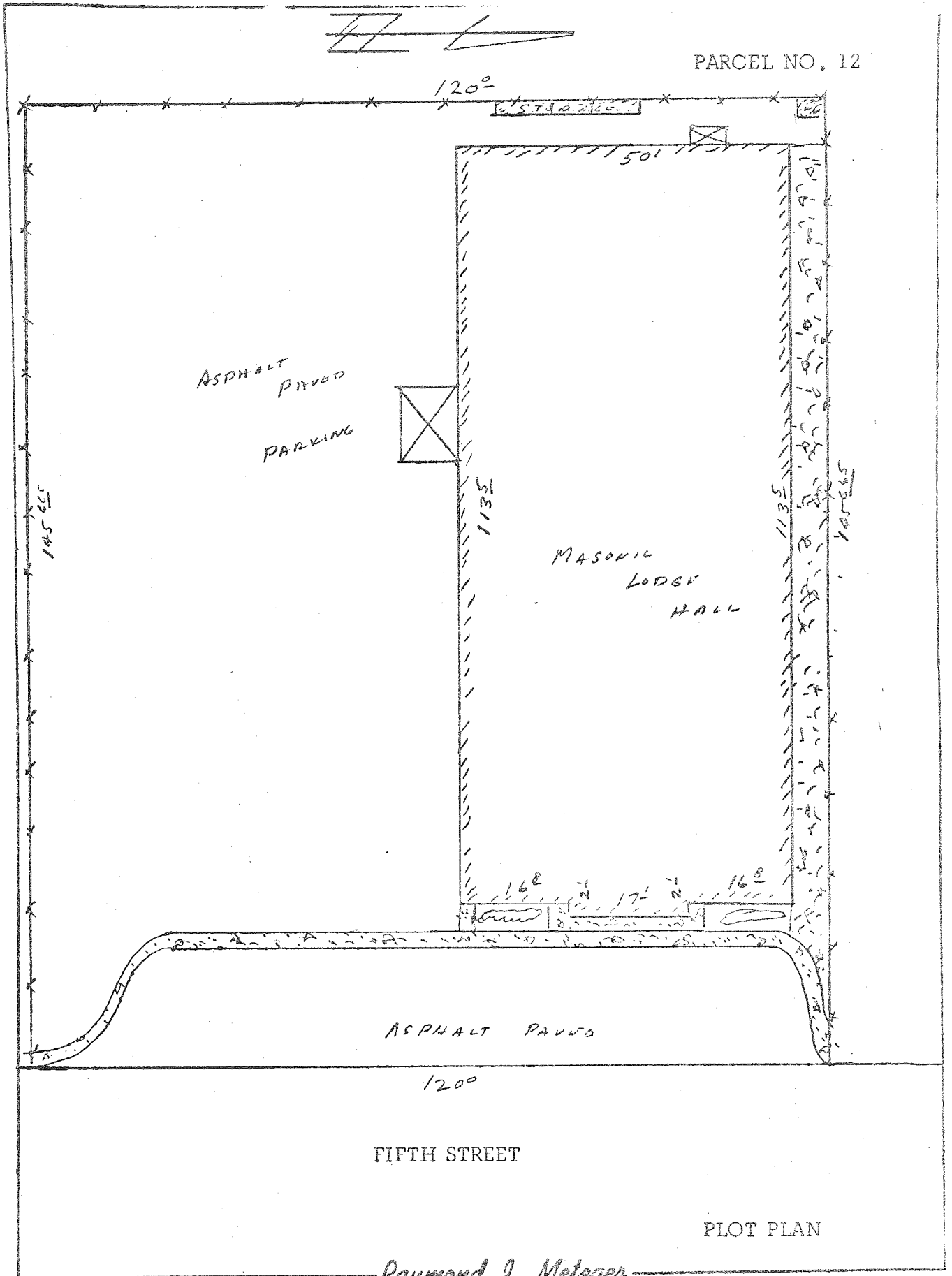
GARDEN GROVE BLVD.



SCALE 1"=100'

PROJECT AREA
NO. 1 WEST

PARCEL NO. 12

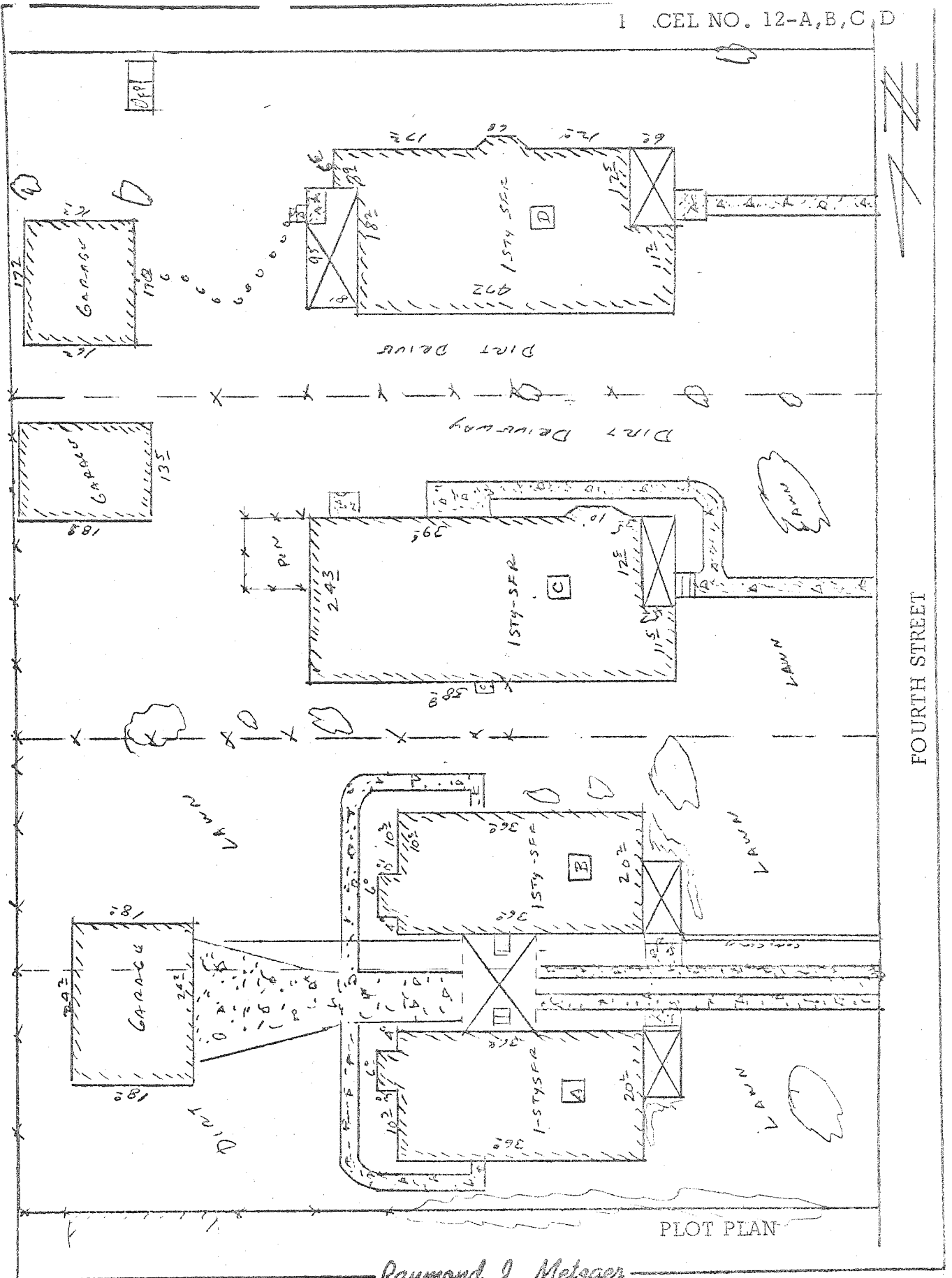


FIFTH STREET

PLOT PLAN

Raymond J. Metzger

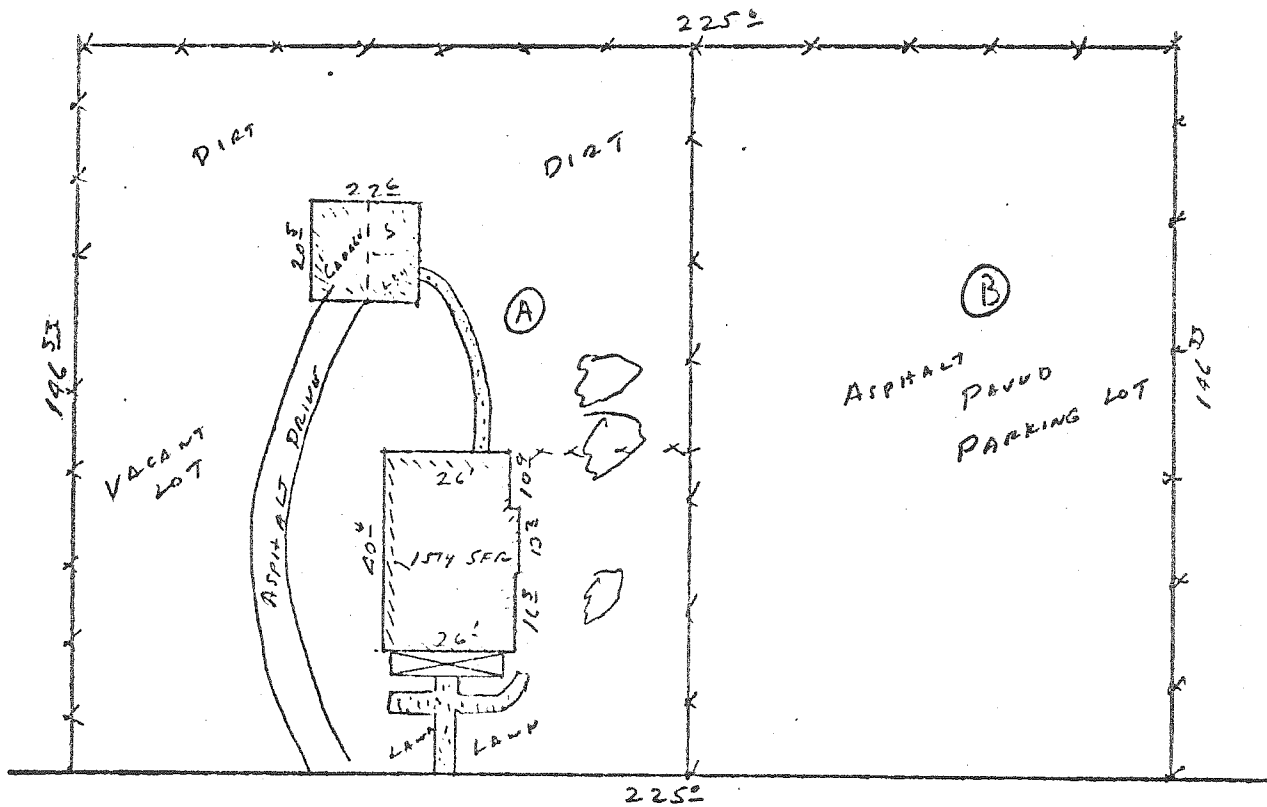
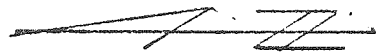
REAL ESTATE APPRAISER-CONSULTANT



PLOT PLAN

Raymond J. Metzger

REAL ESTATE APPRAISER-CONSULTANT



FIFTH STREET

PLOT PLAN

Raymond J. Metzger

REAL ESTATE APPRAISER-CONSULTANT

11-4-75

PROJECT NO. 1037 - PARCELS 12 AND 26 - COMMUNITY CENTER

The Assistant Director introduced Staff Report dated November 4, 1975, reviewing the acquisition of the parcels as well as graphics highlighting the parcels, and presented a purchase agreement and a lease agreement for Commission consideration in connection with the Masonic Lodge.

Staff advised that Parcels 12 and 26 encompass 12912-12942 Fourth Street and 12932 and 12951 Fifth Street, with the total land to be acquired being approximately 75,260 square feet.

Staff advised that the property is presently occupied by the Masonic Building Association and by tenants, therefore, relocation assistance will be provided.

Commissioner Adams inquired how the lease rental of \$200 per month can be justified for the size of the building. Staff advised that this is a short-term lease and as part of the negotiations and part of the consideration of the purchase price of \$277,000.

11-4-75

PURCHASE AGREEMENT - GARDEN GROVE MASONIC BUILDING ASSOCIATION

Commissioner Adams moved, seconded by Commissioner Donovan, that the Purchase Agreement by and between the GARDEN GROVE COMMUNITY DEVELOPMENT COMMISSION and the GARDEN GROVE MASONIC BUILDING ASSOCIATION regarding the buying back of a certain portion of property by the Masonic Building Association in the Community Center area, be and hereby is approved, and the Director authorized to execute said Purchase Agreement on behalf of the Community Development Commission and the Secretary directed to attest thereto. Said motion carried by the following vote:

AYES:	COMMISSIONERS: (4)	ADAMS, DONOVAN, ERICKSON, BARR
NOES:	COMMISSIONERS: (0)	NONE
ABSENT:	COMMISSIONERS: (1)	KRIEGER

1 LEASE AGREEMENT
2 (Garden Grove Masonic Building Association)

A-55.17

3 THIS AGREEMENT is made and entered into this 4th day of
4 November, 1975, by and between the GARDEN GROVE COMMUNITY
5 DEVELOPMENT COMMISSION, hereinafter designated as "LESSOR" and the GARDEN
6 GROVE MASONIC BUILDING ASSOCIATION, a California corporation, hereinafter
7 designated as "LESSEE."

8 RECITALS

9 1. The Lessor is purchasing from Lessee that certain real property
10 herein described in Exhibit "A", attached hereto and incorporated herein by
11 reference as if set forth in full.

12 2. Lessee has requested that Lessor as additional consideration
13 for the purchase of said real property, lease said real property to Lessee.

14 AGREEMENT

15 The parties mutually agree as follows:

16 3. As additional consideration for the Lessee selling to the
17 Lessor the real property described in said Exhibit "A", the Lessor does hereby
18 lease to Lessee said real property.

19 4. The term of this lease shall be for a period of one year,
20 commencing on the 1st day of December, 1975, and continuing
21 thereafter until the 30th day of November, 1976.

22 5. Lessee shall pay to Lessor an annual rental of Twenty-Four
23 Hundred Dollars (\$2400) per year. Payable \$200 per month on the 1st day
24 of each month.

25 6. The term of this lease may be extended on a month-to-month basis
26 if the Lessor determines that said tenancy will not interfere with the proposed
27 development of the site.

28 7. The Lessee shall bear the cost of required maintenance of the
building and ancillary parking lots.

*Buyer copy sent to Com. Devs for transmittal
cc: 3 to Comm. Devs.
1 to Controller
1 to City Attorney*

1 8. The Lessee shall have the unlimited right to sublet during the
2 term of this lease or any extension thereof, except the right to assign,
3 transfer or give control of this Agreement or lease premises or any part
4 thereof, either voluntarily or involuntarily, unless first approved by Lessor.
5 Any assignment or transfer entered into without the written approval of
6 Lessor shall be void and invalid.

7 9. Lessee shall promptly pay for all utility services furnished to
8 it and shall pay before delinquent, any general and special taxes or assess-
9 ments or other governmental charges, if any, which may be levied on the
10 premises or property or furnishings therein, or improvements thereon, or any
11 possessory interest therein arising out of or based upon the leasehold interest
12 throughout the term hereof, or may be imposed upon Lessee as a result of its
13 operation under the lease. Satisfactory evidence of such payments shall be
14 delivered to Lessor upon demand thereof.

15 10. Lessee shall maintain in full force fire insurance with extended
16 coverage on the premises to be constructed on the property and any premises
17 hereinafter constructed on said property to the extent of 80% of the insurable
18 value of said premises. Lessee shall have included in the policy or policies
19 of fire insurance procured by Lessee, standard waiver of rights of subrogation
20 against Lessor by the insurance company issuing said policy or policies.

21 11. The Lessee shall have and keep Lessor, its officers, agents and
22 employees free and harmless from any and all claims or demands of any name or
23 nature whatsoever arising out of, or incident to the use and occupancy of the
24 premises and said property described in this Agreement. In partial performance
25 of this obligation by Lessee, Lessee shall procure and at all times during
26 the terms of his tenancy maintain in full force and effect a policy or policies
27 of public liability and property damage insurance protecting the Lessor, its
28 officers, agents and employees from all claims or demands for damages and

1 naming the Garden Grove Community Development Commission as an additional
2 insured under the policy. The policy or policies shall provide for not less
3 than Two Hundred Thousand Dollars (\$200,000.00) for injury or death of one
4 person; Five Hundred Thousand Dollars (\$500,000.00) for injury or death of
5 two or more persons; and Fifty Thousand Dollars (\$50,000.00) for damage to
6 property. The Lessor may require an increase in the amount of insurance from
7 time to time in accordance with changes in economic conditions. Attached to
8 said policy shall be an endorsement which shall provide as follows:

9 "Within the limits set forth in this policy, insurance
10 company agrees to indemnify and save the Garden Grove
11 Community Development Commission, its officers, agents
12 and employees, free and harmless from all damage, claim,
13 loss or liability of any name or nature whatsoever which
14 the Garden Grove Community Development Commission, its
15 officers, agents or employees may hereafter sustain or
16 incur, or may be imposed upon them, arising out of, or in
17 any way connected with, the use or occupancy by the insured,
18 its servants, agents and employees, of the premises
19 described in the agreement between the insured and the
20 Garden Grove Community Development Commission."

21 The certification of insurance by the insurance carrier shall contain a state-
22 ment of obligation on the part of the carrier to notify Lessor of any material
23 change, cancellation or termination of the coverage at least thirty (30) days
24 in advance of the effective date of any such material change, cancellation or
25 termination. Lessee shall furnish, and maintain with Lessor, either the
26 original policy or policies, or a certified copy, or copies thereof. The
27 policy, or policies shall be approved as to sufficiency and form by
28 Lessor.

1 12. Lessee shall not suffer or permit to be enforced against the
2 leased land, or any part thereof, any mechanics', materialmen's, contractors'
3 or subcontractors' liens arising from, or any claims for damage growing out
4 of, the work of any construction, repair, restoration, replacement or
5 improvement, or any other claim or demand howsoever the same may arise, but
6 Lessee shall pay or cause to be paid all of said liens, claims or demands
7 before any action is brought to enforce the same against said land; and
8 Lessee agrees to indemnify and hold Lessor and said land free and harmless
9 from all liability for any and all such liens, claims and demands, together
10 with reasonable attorney fees and all costs and expenses in connection there-
11 with. Notwithstanding anything to the contrary, hereinabove contained in
12 this lease, if Lessee shall in good faith contest the validity of such lien,
13 claim or demand, then Lessee shall, at its expense, defend itself and Lessor
14 against the same and shall pay and satisfy any adverse judgment that may be
15 rendered thereon before the enforcement thereof against Lessor or the leased
16 land, upon the condition that if Lessor shall require, Lessee shall furnish
17 to Lessor a surety bond satisfactory to Lessor in any amount equal to such
18 contested lien, claim or demand, indemnifying Lessor against liability for
19 the same, and holding the leased land free from the effect of such lien or
20 claim.

21 13. Lessor reserves the right by its authorized agent, employee or
22 representative to enter the leased premises to inspect the same or any part
23 thereof at any time and to attend to or protect the Lessor's interest under
24 this Agreement.

25 14. If Lessee fails to comply with any of the terms and conditions
26 of this Agreement, the Lessor may give to Lessee a notice in writing of such
27 failure and specify therein the particulars in which Lessee has failed to
28 comply with the provisions of this Agreement. If Lessee fails for a period

1 of ninety (90) days after the giving of such notice to comply with the pro-
2 visions of this Agreement, the Lessor may, at its option, terminate this
3 agreement, and all rights of the Lessee therein shall cease and terminate and
4 the Lessee shall immediately thereafter deliver possession of the premises
5 to Lessor.

6 15. Upon the expiration of the terms of this Agreement or sooner
7 termination thereof as herein provided, Lessee shall deliver possession of
8 said leased premises to Lessor in the same condition as delivered to Lessee,
9 normal wear and tear excepted, and also excepting any changes or alterations
10 authorized or approved in writing by Lessor. Upon the expiration or termin-
11 ation of this Agreement, any additions or improvements made upon the leased
12 premises shall become the property of Lessor if Lessor agrees to same in
13 writing or which, upon written request by Lessor, shall be removed in their
14 entirety by Lessee within ninety (90) days of said expiration or termination.

15 The parties hereto have executed this Agreement the day and year
16 first appearing herein.

17 GARDEN GROVE COMMUNITY DEVELOPMENT COMMISSION

18 By Kathryn R. Barr
19 Vice Chairman

20 ATTEST:

21 Jeri Louise Wilson
22 JERI LOUISE WILSON, Secretary

23 APPROVED AS TO FORM:

24 Eric Lauterer
ERIC LAUTERER, Legal Officer

25 GARDEN GROVE MASONIC BUILDING ASSOCIATION

26 By James J. Monaghan
27 President

28 Robert C. Halliwell II
Secretary

LEASE AGREEMENT
Legal Description

Parcel A (Temple Property)

The East Half of Lot 2, Block B, L. L. Borden's Addition to Garden Grove, in the City of Garden Grove, County of Orange, State of California, as shown on map recorded in Book 5, Page 10 of Miscellaneous Maps in the office of the Recorder of said county.

Parcel B

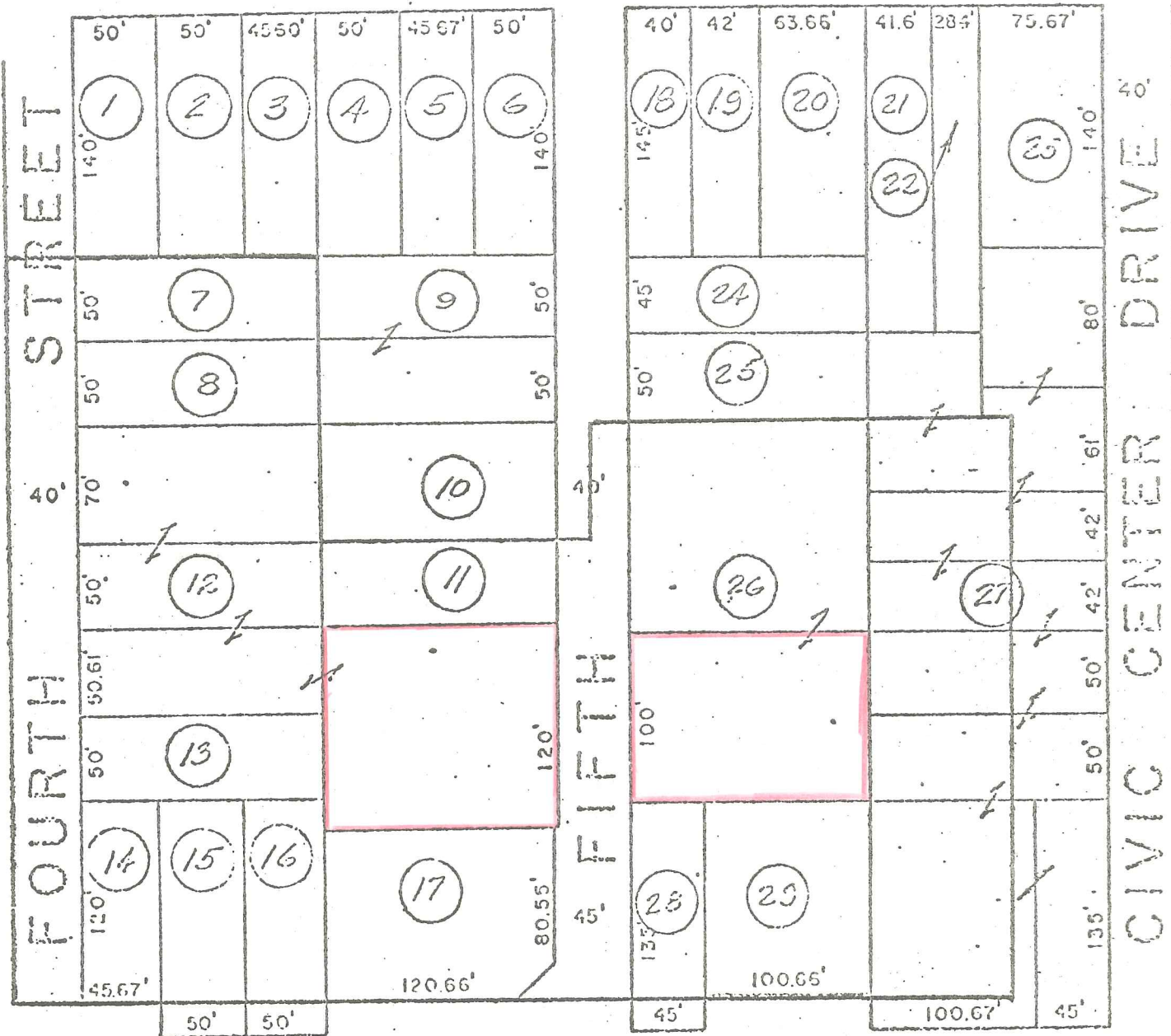
That portion of Block 3, Garden Grove Home Tract, as shown on map recorded in Book 4, Page 57 of Miscellaneous Maps in the office of the Recorder of the County of Orange within the following described boundaries:

Beginning at a point in the centerline of Fifth Street, which is 165 feet North of the intersection of the centerlines of said Fifth Street and Ocean Avenue, as shown on said map; thence East 166.33 feet to the West line of the land conveyed by Elmer Nearing and wife to George A. Starr and wife by deed recorded in Book 353, page 202 of Deeds, Records of Orange County, California; thence North along said West line and the Northerly prolongation thereof 100 feet to a point; thence West, parallel with said centerline of Ocean Avenue, 166.33 feet to a point in the centerline of said Fifth Street; thence South along the centerline of said Fifth Street to the point of beginning.

Excepting therefrom the portion on the West included in Fifth Street.

ACACIA

PARKWAY



GARDEN GROVE BOULEVARD

GARDEN GROVE BOULEVARD

GARDEN GROVE BOULEVARD

- UNDER OPTION
- CONTACTED FOR OPTION
- MASONIC OWNED
- CITY OWNED
- PARCEL TO BE ACQUIRED

CITY OF GARDEN GROVE
 REAL PROPERTY DIVISION
 PROJECT AREA 1
 COMMUNITY CENTER
 DISTRICT
 DATE 11/27/19
 OFFICE OF THE CONTROLLER

A-55.7

PURCHASE AGREEMENT
(Garden Grove Masonic Building Association)

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THIS AGREEMENT is made and entered into this 4th day of November, 1975, by and between the GARDEN GROVE COMMUNITY DEVELOPMENT COMMISSION, hereinafter designated as "SELLER," and the GARDEN GROVE MASONIC BUILDING ASSOCIATION, a California corporation, hereinafter designated as "BUYER."

RECITALS

1. The Seller is the owner of that certain real property herein described in Exhibit "A" attached hereto and incorporated herein by reference as if set forth in full.
2. The Seller is purchasing from Buyer certain real property located in the Project Area of the Seller.
3. The Buyer desires to purchase from Seller the real property described in said Exhibit "A."

AGREEMENT

The parties mutually agree as follows:

4. That as additional consideration for the Buyer selling to Seller the real property owned by Buyer in the Project Area of the Seller, the Seller shall sell to Buyer and the Buyer shall purchase from Seller, the real property described in said Exhibit "A."
5. The purchase price for the purchase of said real property shall be Forty-Nine Thousand Dollars (\$49,000.00).
6. The Buyer at the time of execution of this Agreement shall deposit the purchase price of Forty-Nine Thousand Dollars (\$49,000.00) in an interest bearing account. The principal in said account shall be made payable to the Seller and the interest payable to the Buyer. Said principal shall be withdrawn by the Seller at the transfer of said property to Buyer. The Buyer

Buyer's copy sent to Comm. Sec. for transmittal

cc: 3 to Comm. Sec.

1 to Controller

1 to City Attorney

- 557

1 shall have the right to withdraw the interest at any time during the life of
2 this Agreement, but not the principal.

3 7. The Buyer shall have the right to construct a suitable building
4 upon the premises described in said Exhibit "A." Detailed elevations, working
5 drawings and specifications shall be completed by the Buyer and submitted to
6 Seller for approval prior to the Buyer proceeding to bid.

7 8. The Seller shall transfer title to said real property to the
8 Buyer at the recording of a notice of completion of the Buyer's new temple
9 facilities to be constructed on said real property.

10 9. The Buyer agrees to rent from Seller said real property for a
11 rental of One Dollar (\$1.00) a year from December 1, 1975,
12 until the temple facility is completed and title is transferred.

13 10. Buyer shall promptly pay for all utility services furnished to
14 it and shall pay before delinquent, any general and special taxes or assess-
15 ments or other governmental charges, if any, which may be levied on the
16 premises or property or furnishings therein, or improvements thereon, or any
17 possessory interest therein arising out of or based upon the leasehold interest
18 throughout the term hereof, or may be imposed upon Buyer as a result of its
19 operation under this Agreement. Satisfactory evidence of such payments shall
20 be delivered to Seller upon demand thereof.

21 11. Buyer shall not suffer or permit to be enforced against said
22 real property, or any part thereof, any mechanics', materialmen's, contractors'
23 or subcontractors' liens arising from, or any claims for damage growing out
24 of, the work of any construction repair, restoration, replacement or improve-
25 ment, or any other claim or demand howsoever the same may arise, but Buyer
26 shall pay or cause to be paid all of said liens, claims or demands before
27 any action is brought to enforce the same against said land; and Buyer
28 agrees to indemnify and hold Seller and said land free and harmless from all

1 liability for any and all such liens, claims and demands, together with
2 reasonable attorney fees and all costs and expenses in connection therewith.
3 Notwithstanding anything to the contrary hereinabove contained in Agreement,
4 if Seller shall in good faith contest the validity of such Agreement, claim
5 or demand, then Buyer shall, at its expense, defend itself and Seller against
6 the same and shall pay and satisfy any adverse judgment that may be rendered
7 thereon before the enforcement thereof against Seller or said land, upon the
8 condition that if Seller shall require, Buyer shall furnish to Seller a
9 surety bond satisfactory to Seller in an amount equal to such contested lien,
10 claim or demand, indemnifying Seller against liability for the same, and
11 holding the said land free from the effect of such lien or claim.

12 12. Before the commencement of any work of construction of any
13 building, structure or other improvement on the said land, or of any sub-
14 stantial repairs, alterations, additions, replacement or restoration in and
15 about said premises as herein provided, Buyer shall give to Seller written
16 notice thereof, specifying the nature and location of the intended work and
17 the expected date of commencement thereof. Seller reserves the right at any
18 time, and from time to time, to post and maintain on said land such notices
19 as may be necessary to protect Seller against liability for all such liens
20 and claims.


21 The parties hereto have executed this Agreement the day and year
22 first appearing herein.

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25 GARDEN GROVE COMMUNITY DEVELOPMENT COMMISSION


26
27 By Kathryn L. Barr
28 Vice Chairman

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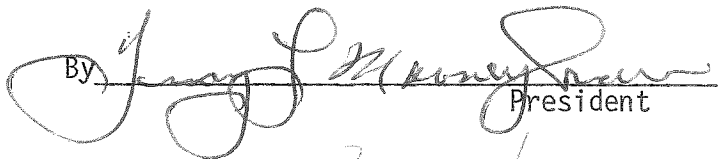
ATTEST:

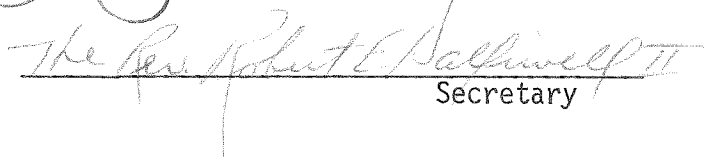

JERRIL LOUISE WILSON, Secretary

APPROVED AS TO FORM:


ERIC LAUTERER, Legal Officer

GARDEN GROVE MASONIC BUILDING ASSOCIATION

By  President

 Secretary

PURCHASE AGREEMENT

Legal Description

Westerly 200 feet of the Easterly 260 feet of the Southerly 164 feet of the Northerly 174 feet of Block 3, Garden Grove Home Tract in the City of Garden Grove, County of Orange, State of California as shown in map recorded in Book 4, page 57 of Miscellaneous Maps in the office of the County Recorder of said county.

CIVIC CENTER

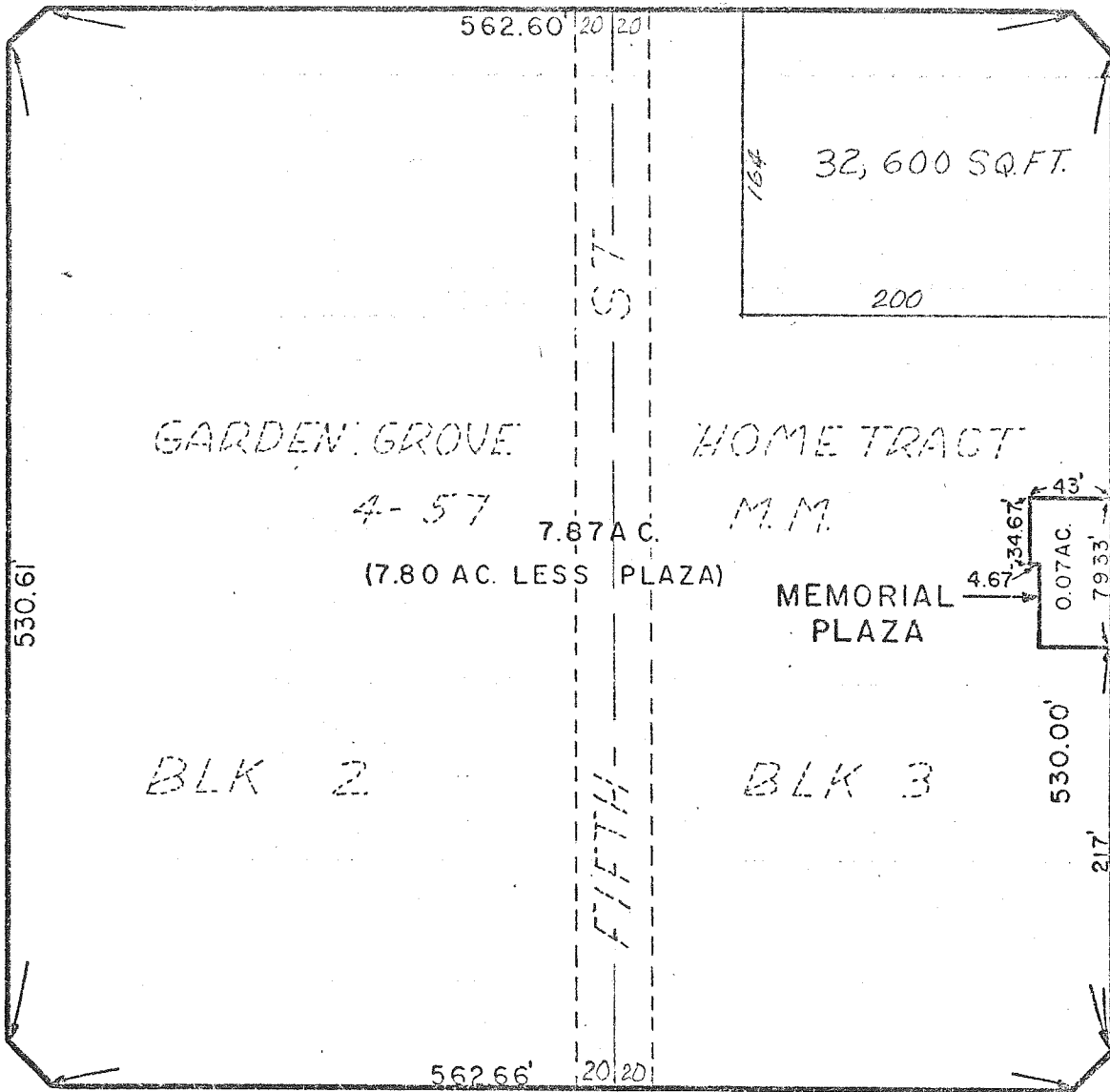
100' 207

ACACIA PARKWAY

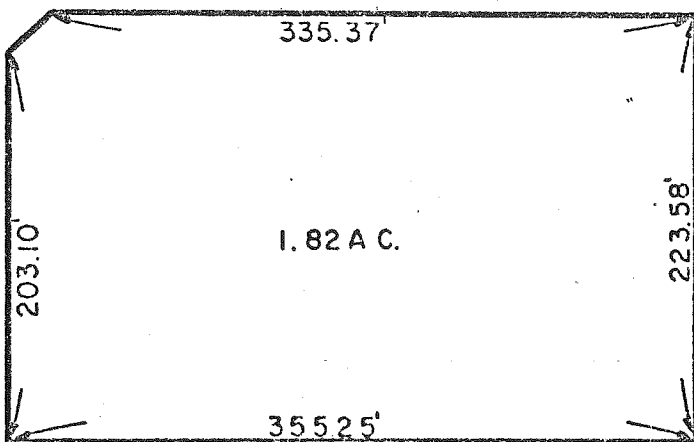
80'
N. LINE BLKS. 2-3

EUCLID STREET

CIVIC CENTER DR.



GARDEN GROVE BLVD.



SCALE 1"=100'

PROJECT AREA NO. 1 WEST

RESOLUTION NO. 2817

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-103-76.

WHEREAS, in the matter of Site Plan No. SP-103-76, the Planning Commission of the City of Garden Grove does report as follows:

1. The subject case was initiated by Garden Grove Masonic Building Corporation, as applicant.
2. The applicant is requesting site plan approval for the construction of a 12,350 square foot two story private club and office building on an approximately 32,600 square foot parcel in the CC-0 zone located at the southwest corner of Acacia Parkway and Civic Center Drive.
3. The City of Garden Grove has filed a Negative Declaration eliminating the requirement for an Environmental Impact Report because the proposed development will not have a significant effect on the environment.
4. Subject property is zoned CC-0 and is unimproved.
5. Existing land use and zoning of property in the vicinity of the subject property have been reviewed.
6. Past cases affecting the subject property were considered, and the report submitted by the City's staff was reviewed.
7. Pursuant to legal notice, public hearing was held on February 12, 1976, and all interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during their meeting of February 12, 1976; and

WHEREAS, facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Section 9219.9, are as follows:

1. The proposed private club and office building is consistent with existing and proposed uses in the vicinity in that it is a permitted use in the CC-0 zone and is in keeping with the Community Center Appearance Plan.
2. The design of the site will enhance the Community Center area in that it maintains the quality required of similar developments in the zone and the Community Center area.
3. The proposed development will result in the property's being put to its highest and best use in that the development plan meets or exceeds all City standards in regards to use, parking, landscaping, vehicular circulation, and principles of good site planning; and

WHEREAS, the Planning Commission does conclude:

1. Subject Site Plan does possess characteristics that would indicate justification of the request for approval in accordance with Municipal Code Section 9219.7.
2. In order to fulfill the purpose and intent of the Municipal Code and thereby promote the public health, safety, and general welfare, the following conditions of approval shall apply to the subject case:
 - A. All lighting structures shall be placed so as to confine direct rays to the subject property.
 - B. All roof-mounted mechanical equipment shall be completely enclosed with an architectural treatment compatible with the development.

Resolution No. 2817

- C. Minor modifications shall be approved by the Zoning Administrator. If other than minor modifications are proposed, a new site plan application reflecting the changes to be made shall be submitted to the City of Garden Grove, Public Works and Development Department.
- D. The applicant shall submit a revised plot plan indicating 9½-foot wide parking stalls and 19-foot long parking stalls for Zoning Administrator approval prior to the issuance of building permits.
- E. The applicant shall submit a revised plot plan indicating landscaping in those areas of the parking lot where parking spaces are removed and which are not properly landscaped on the plans submitted;

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Garden Grove does hereby approve Site Plan No. SP-103-76, subject to the conditions stated above.

ADOPTED this 12th day of February, 1976.

/s/ Thomas Petrosine
Chairman of the Planning Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted at the regular meeting of the Planning Commission of the City of Garden Grove on February 12, 1976, and carried by the following vote, to wit:

AYES: COMMISSIONERS: BALLIET, FULLER, SLIMMER, WHITTAKER, PETROSINE
NOES: COMMISSIONERS: NONE
ABSENT: COMMISSIONERS: FINCH, JENNINGS

/s/ Florence T. Davis
Secretary of the Planning Commission

City of Garden Grove

COMMUNITY DEVELOPMENT COMMISSION

INTER- DEPARTMENT MEMORANDUM

CDC
APPROVED BY COUNCIL

Date 2-17-76

To: Richard R. Powers
Dept: Director
Subject: Review of Plans for Masonic Temple

From: Douglas N. LaBelle
Dept: Planning Officer
Date: February 13, 1976 

As required by the Redevelopment Plan for Community Center Project No. 1, the Planning Commission and the Community Development Commission are to review all proposed projects in the project area.

On February 12, 1976, the Planning Commission, pursuant to their Resolution No. 2817 attached, approved the Site Plan for the new Masonic Temple in the Civic Center Office Plaza. Inasmuch as this case is a Site Plan, the Planning Commission action is final unless appealed to the City Council. However, the Community Development Commission does have final action on any proposed development in the Project Area.

The Staff joins the Planning Commission in recommending approval of the new Masonic Temple.

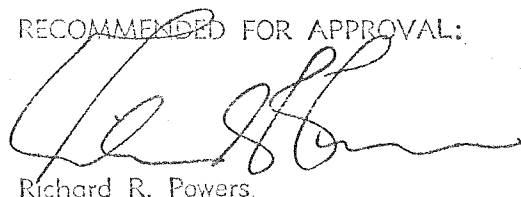
Douglas N. LaBelle
Planning Officer



By: E. John Graichen
Community Development Manager

Attachment

RECOMMENDED FOR APPROVAL:



Richard R. Powers

2-17-76

Community Development Commission

REVIEW OF PLANS FOR MASONIC TEMPLE

Staff report dated February 13, 1976, was introduced, indicating that according to the Redevelopment Plan for Community Center Project No. 1, the Planning Commission and the Community Development Commission are to review all proposed projects in the project area.

Staff indicated that the Planning Commission, pursuant to Resolution No. 2817, approved the Site Plan for the new Masonic Temple on February 12, 1976.

Commissioner Adams inquired into the total square footage of the proposed site. Staff advised that the site area is 32,600 square feet, and also reviewed the parking which will be located next to the Orange County Transit District building in a shared parking concept, which would be under a mutual parking agreement between the two organizations and other adjacent uses.

Commissioner Adams inquired into the percentage of required parking provided. Staff indicated that there is currently 60% of the required parking, but the Code permits 50% of required parking if a night-time facility has common parking with a day-time use. Therefore, the proposed use exceeds Code requirements.

Commissioner Donovan indicated that he is an active member of the Masonic Lodge and requested permission to abstain from voting on this matter.

Commissioner Erickson moved, seconded by Commissioner Barr, that Commissioner Donovan be and hereby is granted permission to abstain from voting on this matter. Said motion carried by the following vote:

AYES:	COMMISSIONERS: (4)	ADAMS, BARR, ERICKSON, KRIEGER
NOES:	COMMISSIONERS: (0)	NONE
ABSENT:	COMMISSIONERS: (0)	NONE
ABSTAIN:	COMMISSIONERS: (0)	DONOVAN

Commissioner Erickson moved, seconded by Commissioner Barr, that plans for the new Masonic Temple located within Community Center Project No. 1, be and hereby are approved. Said motion carried by the following vote:

AYES:	COMMISSIONERS: (4)	ADAMS, BARR, ERICKSON, KRIEGER
NOES:	COMMISSIONERS: (0)	NONE
ABSENT:	COMMISSIONERS: (0)	NONE
ABSTAIN:	COMMISSIONERS: (1)	DONOVAN

City of Garden Grove

COMMUNITY DEVELOPMENT COMMISSION

INTER- DEPARTMENT MEMORANDUM

Masonic

To: Richard R. Powers
Dept: Director
Subject: Notice of Non-Responsibility
Community Center Office Plaza
Project No. 1037 - Area 1

From: Douglas N. LaBelle
Dept: Community Development
Date: June 24, 1976



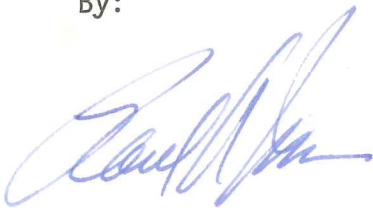
The City of Garden Grove and the Garden Grove Agency for Community Development are the owners of that certain parcel of land known as the Community Center Office Plaza (map attached). The Garden Grove Masonic Building Association, under lease, is currently constructing a building on this land.

In order that the City and Agency not be liable for any claims or liens for materials placed therein or by workmen, it is requested that a "Notice of Non-Responsibility" be posted on this land and that a verified copy of same be recorded with the Orange County Recorder's Office. The City Attorney has reviewed the documents relative to this matter and has approved them as to form.

It is therefore recommended that the Director and Recording Secretary be authorized to execute this notice. It is further requested that this document be returned to the Community Development Department for recording and posting.

Douglas N. LaBelle
Community Development Director

By:



Raul A. Mora
Public Projects Coordinator

AJM:mc
Attachments

RECOMMENDED FOR APPROVAL:



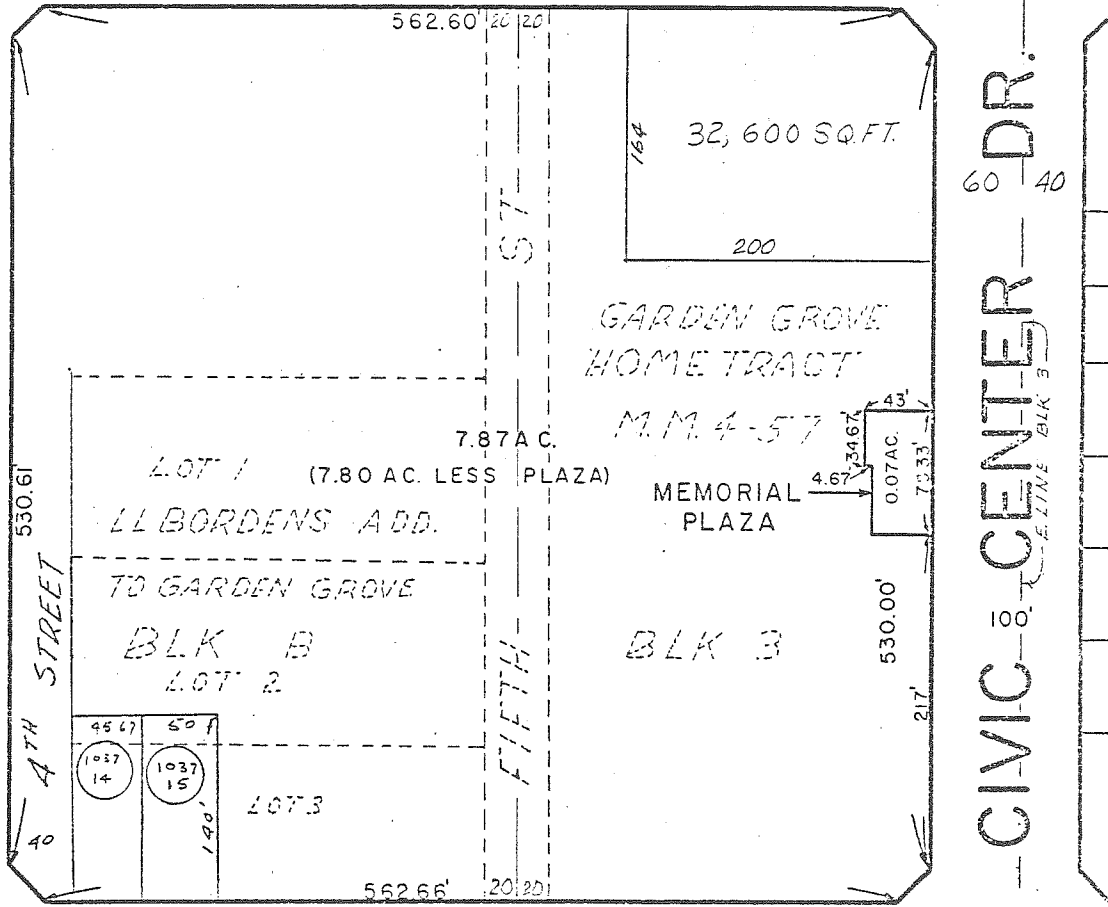
Richard R. Powers
Director

CIVIC CENTER

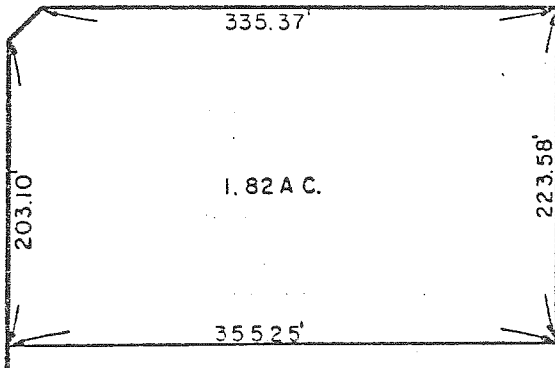
ACACIA PARKWAY

EUCLID STREET

CIVIC CENTER DR.



GARDEN GROVE BLVD.



SCALE 1"=100'

PROJECT AREA NO. 1 WEST

CDC (Community Development Commission)
~~CITY COUNCIL MINUTES~~
7-6-76

PROJECT NO. 1037 - AREA 1 - CIVIC CENTER OFFICE PLAZA

Staff Report dated June 24, 1976, was introduced, reviewing the construction of a building by the Garden Grove Masonic Building Association at the southwest corner of Acacia Parkway and Civic Center Drive, within the Civic Center Office Plaza, and indicating that in order that the City and the Agency not be liable for any claims or liens for materials placed thereon or by workmen, it is requested that a "Notice of Non-Responsibility" be posted on this land, and that a verified copy of same be recorded with the Orange County Recorder's Office.

Commissioner Williams moved, seconded by Commissioner Donovan, that the Director and the Secretary be and hereby are authorized to execute "Notice of Non-Responsibility" in connection with Project No. 1037, Civic Center Office Plaza. Said motion carried by the following vote:

AYES:	COMMISSIONERS: (5)	BARR, DONOVAN, KRIEGER, WILLIAMS, ERICKSON
NOES:	COMMISSIONERS: (0)	NONE
ABSENT:	COMMISSIONERS: (0)	NONE