

# COMMUNITY DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

<b>AGENDA ITEM NO.:</b> C.2.	<b>SITE LOCATION:</b> W/\$ Harbor Blvd., N/O Chapman Ave. @ 11931 Harbor Blvd.
<b>HEARING DATE:</b> December 6, 2001	<b>GENERAL PLAN:</b> Recreation Commercial
<b>CASE NO.:</b> SP-300-01 & Development Agreement	<b>ZONE:</b> PUD-104-82
<b>APPLICANT &amp; PROPERTY OWNER:</b> Rigg, LLC.	<b>CEQA DETERMINATION:</b> Exemption

**REQUEST:**

The applicant, Rigg, LLC. requests approval of a Site Plan and a Development Agreement to construct a 200-room, 8-story, Marriott Residence Inn Hotel.

**CODE SECTIONS:**

The following code sections apply to this project:

1. 9.24.030.D.3 - Site Plans
2. Government Code Section 65864 - Development Agreement

**PROJECT STATISTICS:**

<u>PROJECT CRITERIA</u>	<u>ACTUAL</u>	<u>MEETS CODE</u>	<u>DOES NOT MEET CODE</u>	<u>VARIANCE REQUEST</u>	<u>CONDITION OF APPROVAL</u>
<u>LOT SIZE (TOTAL):</u>	2.73 acres	X			
<u>BUILDING SIZE:</u>	173,007 s.f	N/A			
<u>BUILDING HEIGHT:</u>	95' (8 story)	X			
<u>BUILDING SETBACKS: (N, S, E, W):</u>	72', 19', 7'-6", 5'	X			
<u>LANDSCAPING: (Parking Area)</u>	15,105 s.f. (23%)	X			
<u>PARKING:</u>	170	X			
Standard:	104				
Compact:	60				
Handicap:	6				

**BACKGROUND:**

The property is located on the west side of Harbor Boulevard, north of Chapman Avenue, and consists of two irregular shaped parcels (Parcel Nos. 14 and 15). The site is located between the Hilton Garden Inn and Hyatt Alicante Hotel. The property is zoned Planned Unit Development, and is approximately 2.73 acres in size. The subject property is currently improved with a parking lot. This parking lot was previously utilized by the former office development in the Hyatt Alicante complex.

In November 1998, the Planning Commission approved a minor modification to a Site Plan to allow the conversion of a 10-story office building to a 279-room all suites hotel as part of the Hyatt Alicante Hotel development. The conversion of the office building to an all-suites hotel reduced the overall parking requirement by 468 spaces. As a result, the applicant is proposing to utilize an area containing parking spaces that are no longer needed for the Hyatt Alicante complex for the development of the Marriott Residence Inn.

**DISCUSSION:**

**SITE PLAN:**

**Site and Building Design:**

The applicant is proposing to construct a 200-room, 8-story, "L" shaped hotel facility. The Marriott Residence Inn is a nationally recognized hotel development that offers competitive rates for both business and leisure travelers. The hotel provides many standard amenities and services including free continental breakfast buffet, an extensive courtyard area, an indoor fitness center, meeting rooms, cable television, in room data ports, fax and copy service, and in-room cooking facilities.

The courtyard consists of swimming and wading pools and a spa, a sport court, and overflow seating areas for the breakfast buffet.

The proposed hotel facility has a main lobby, front desk, and registration area, a gift shop, a fitness room, meeting rooms, a kitchen, indoor and outdoor dining areas, guest laundry room, a game room, a hotel laundry facility, and guest rooms located on the first floor of the building. The remaining floors of the hotel will contain guest rooms.

The exterior treatment of the Marriott Residence Inn will reflect a contemporary theme with stucco walls, decorative metal type awnings, and cornice accents. The building elevations incorporate various architectural elements that add visual interest to the building.

**Landscaping and Lighting:**

The applicant proposes to provide a total of 15,105 square feet (23%) of parking lot landscaping, exclusive of the landscape setback area along Harbor Boulevard.

Adjacent to the building, a variation from 7'-6" to 12'-6" of landscaped setback will be provided along Harbor Boulevard, and a minimum 5-foot landscaped setback will be provided along the interior property lines which integrate the subject property with the existing landscaping setback along the Hyatt Alicante property.

The preliminary landscaping plan for the project proposes abundant use of date palms and Chinese flame trees along the public and private landscape areas along Harbor Boulevard. As a condition of approval, the applicant is required to provide trees throughout the parking lot and in the landscape setback areas along Harbor Boulevard. All landscape treatments in areas located adjacent to Harbor Boulevard are also conditioned to be designed in accordance with the Harbor Boulevard Urban Design Plan which is consistent with the hotel developments located adjacent to Harbor Boulevard.

The lighting plan for the project will be required to incorporate special lighting treatments, including palm and canopy tree up lighting to highlight the project's main entry area. In addition, the project is conditioned to incorporate similar lighting treatments on the north and east hotel elevations to highlight façade elements and achieve a dramatic nighttime effect.

Circulation, Parking, & Refuse Storage:

The hotel's vehicular access is from Harbor Boulevard. The primary access to the hotel will be through the hotel's main entrance located on the north side of the building.

In reference to parking, a prior study evaluated parking demands of hotels in the Disneyland area and reviewed Urban Land Institute (ULI) standards. Based upon this review, the study determined that a parking ratio of 0.8 parking stalls per hotel room was sufficient to meet each hotel's respective parking demands. Based on the parking ratio of 0.8 parking stalls per hotel room, the site is required to provide a total of 160 parking spaces. A total of 170 on-site parking spaces are provided.

The proposed hotel development is likely to increase vehicle trips and traffic congestion in the immediate area. A focused traffic study to address any potential impact generated by the project will be prepared to satisfy the Public Works Department. The parking study will be completed prior to the issuance of building permits for the hotel.

The trash enclosure for the development will be located near the northwest corner of the site. The walls of the trash enclosure are required to be constructed to match the hotel building. Trash pick up is required to occur a minimum of 3 times per week.

Signage:

As part of the development application, the applicant is proposing 3 wall signs and one monument sign for the hotel facility. The wall signs will be mounted on the north, east, and west elevations and will be visible from Harbor Boulevard and Chapman Avenue.

DEVELOPMENT AGREEMENT:

The proposed hotel development requires the applicant to enter into a Development Agreement with the City. The applicant will be guaranteed that they will be able to construct the proposed hotel development within the time frame specified in the OPA and the City will receive a development impact payment.

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Approve Site Plan No. SP-300-01, subject to the recommended conditions of approval; and
2. Recommend approval of the Development Agreement to the City Council.

GLEN KRIEGER *GK*  
Planning Services Manager

  
By: Rosalinh M. Ung  
Urban Planner

RESOLUTION NO. 5253

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-300-01 AND RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT FOR LAND LOCATED ON THE WEST SIDE OF HARBOR BOULEVARD, NORTH OF CHAPMAN AVENUE, PARCEL NOS. 233-171-14 & 15.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on December 6, 2001, hereby approve Site Plan No. SP-300-01, and recommend approval of a Development Agreement.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-300-01, and the Development Agreement, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Rigg, LLC.
2. The applicant requests approval of a Site Plan and a Development Agreement to construct a 200-room, 8-story, Marriott Residence Inn hotel development.
3. The City of Garden Grove has determined that this project is exempt pursuant to Article 19, Section 15332, In-Fill Development Projects, of the California Environmental Quality Act.
4. The General Plan designation for the property is Recreation Commercial and is zoned Planned Unit Development No. PUD-104-82. The site is currently improved as a parking lot.
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 December 6, 2001, and all interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during its meeting of December 6, 2001; 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 9.24.030, are as follows:

FACTS:

The subject site is an irregular shaped property and consists of two (2) separate parcels.

The property is approximately 2.73 acres in size and is current improved as a valet parking lot for the Hyatt Alicante Hotel.

The site is zoned Planned Unit Development and the zoning established the development standards for the site.

A total of 170 on-site parking spaces are provided. Based on the parking ratio of 0.8 parking stalls per hotel room, the site is required to provide a total of 160 parking spaces.

Government Code Section 65864 provides the authority for the City to enter into a Development Agreement with the applicant.

FINDINGS AND REASONS:

SITE PLAN:

1. The Site Plan complies with the spirit and intent of the provisions, conditions, and requirements of the Municipal Code and other applicable ordinances. The proposed project is consistent with the existing General Plan designation which permits hotel development and service related uses. The PUD zoning allows tourist and business serving facilities. The site is located within the described zone and, therefore, consistent with the General Plan designation of Recreation Commercial, as the site allows hotel, motel, and similar related uses.

The site is adequate to accommodate the proposed hotel development including building setbacks, landscaping, parking and circulation. The hotel development is compatible with the surrounding development. As a condition of approval, the applicant is required to adjust the property line of Parcel No. 15 to satisfy the Building Services Division requirement of providing a clear path of travel around the proposed building. This lot line adjustment will done prior to the issuance of building permits for the hotel.

2. The proposed hotel development does 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 plans have been reviewed by the City's Traffic Engineering Section and it has been determined that the project will have no adverse impacts to surrounding streets. The site

provides sufficient off-street parking spaces. A total of 170 on-site parking spaces is proposed. Additionally, the project is designed with adequate pedestrian access into the development.

3. The proposed hotel development will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels. A focused traffic study will be required and any off-site improvements to address any potential traffic impacts be designed and constructed prior to the issuance of building permits.

Utilities and drainage channels in the area are adequate to accommodate the development.

4. The proposed hotel development has a reasonable degree of physical, functional, and visual compatibility with the neighboring uses and desirable neighborhood characteristics. The proposed hotel development will be architecturally compatible with the neighboring uses. The design and conditioning of the proposed development will enhance and insure a reasonable degree of compatibility with adjacent uses.
5. Through the planning and design of the building and building placement, the site will attain an attractive environment for the occupants of the property. The project has been designed in accordance with City Code landscape provisions in accordance with the Harbor Boulevard Urban Design Plan and will provide an adequate amount of landscaped areas. The necessary agreements for the protection and maintenance of improvements will be achieved through the conditions of approval for the project.

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

In addition to the foregoing, the 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 possesses characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.24.030.D.3 (Site Plan) and with Government Code Section 65864 et. seq., provisions for Development Agreements.

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 shall apply to Site Plan No. SP-300-01:

CONDITIONS OF APPROVAL:

- A. The applicant shall record a "Notice of Agreement With Conditions of Approval and Discretionary Permit of Approval," as prepared by the City Attorney's Office, on the property. Proof of such recordation is required prior to the issuance of building permits. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval of the Planning Commission.
- B. Approval of this Site Plan shall not be construed to mean any waiver of applicable and appropriate zoning regulations or any Federal, State, County and City laws and regulations. Unless otherwise expressly specified, all other requirements of the City of Garden Grove Municipal Code shall apply. The applicant shall obtain, and abide by, any necessary permits or licenses required to conduct the use in compliance with applicable laws.
- C. All minor modifications may be approved by the Community Development Department. If other than minor changes are made in the proposed development, a Site Plan application shall be filed which reflects the revisions made to, or changes to the design/placement of the new building.
- D. The approved floor plan is an integral part of the decision approving this Site Plan application. There shall be no change in the design of the floor plan without the approval of the Community Development Department. Any change in the approved floor plan which has the effect of expanding or intensifying the proposed development shall require a new Site Plan.
- E. Prior to the issuance of building permits, a computer generated, point-by-point, light plan shall be approved by the Engineering and Planning Divisions. The lighting plan shall be generated on the site plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height, and method of shielding. These fixtures shall be compatible with the existing light standards located throughout the Hilton Garden Inn/Embassy Suites/Hampton Inn parking areas. The applicant shall be responsible for providing adequate parking area lighting in compliance with City regulations, at a minimum of two footcandles of light on the parking surface during all hours of darkness.



- F. Hotel elevations, which face Harbor Boulevard shall incorporate lighting treatments, such as uplighting, to highlight building facades and achieve a dramatic nighttime effect, in accordance with the Harbor Boulevard Urban Design Plan.
- G. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community Development Department for review and approval prior to the issuance of a certificate of occupancy. The project shall also be subject to the following:
1. All on-site utilities pertaining to the improvements proposed under this Site Plan, shall be installed or relocated underground.
  2. Above-ground utility equipment (e.g., electrical, water, gas, telephone, cable TV) shall not be located in the street setbacks, within the common areas along Harbor Boulevard, or any parking areas and shall be screened to the satisfaction of the Community Development Department. Final location for the equipment shall be shown on the final landscaping plan and shall be reviewed and approved by Community Development and Public Works Departments.
  3. No roof-mounted mechanical equipment shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community Development Department prior to the issuance of building permits. Said screening shall block visibility of any roof-mounted mechanical equipment from view of public streets and surrounding properties.
  4. All ground- or wall-mounted mechanical equipment shall be screened from view of public streets and surrounding properties.
- H. The following provisions of the Public Works' Engineering Division shall be complied with:
1. Prior to the issuance of any building permits, the applicant shall file a Lot Line Adjustment application to adjust the west property line of Parcel 15 in order to provide a clear twenty-foot path of travel around the building.
  2. Prior to the issuance of any permits, the applicant shall have a traffic study prepared by a registered Traffic Engineer for approval by the City Traffic Engineer. Any off-site improvements required shall be designed and constructed prior to the issuance of a building permit.

3. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks, basement and septic facilities. Should contaminants be found the site will require Environmental Clearance that will usually involve site remediation. The report shall make recommendations for pavement design based on a Traffic Index to be supplied by the City Traffic Engineer.
4. A new trash enclosure to accommodate a minimum of two trash bins shall be constructed per Garden Grove Standard Plan B-502. The trash enclosure shall be located to allow pick-up and maneuvering, including turnarounds, in the area of the enclosures.
5. Grading and street improvement plans prepared by a registered Civil Engineer are required.
6. In accordance with the 1972 Clean Water Act and National Pollution Discharge Elimination System (NPDES) requirements, the developer is required to submit a long term, post construction, Water Quality Management Plan (WQMP). The WQMP shall include provisions for the installation and maintenance of appropriate structural facilities and identify all non-structural Best Management Practices (BMPs) to be implemented with the project. The plan shall be submitted to and approved by the Public Works Department prior to the issuance of a grading or building permit, whichever occurs first. The project shall also be subject to all conditions in the latest edition of the Drainage Area Management Plan (DAMP) and appendices.
7. A separate street permit is required for work performed within the public right-of-way.
8. Prior to the issuance of a building permit, the applicant shall design the project driveway entrance to restrict left turn movements into the site in a manner meeting with the approval of the City Engineer.
9. The applicant is subject to Traffic Mitigation Fees.
10. Prior to the issuance of a building permit the applicant shall dedicate and improve eleven (11) feet of right-of-way on Harbor Boulevard to match the improvements to the north of the site. This includes a 8'-6" wide sidewalk

with the same pattern as the sidewalk to the north of the site, a seven (7) foot wide landscape planter with the same material as the planter to the north of the site which includes uplighting, palm trees, and ground cover. Final design of curb, gutter, sidewalk, and landscaping along Harbor Boulevard is subject to the approval of the Public Works and Community Development Departments. The improvements shall be completed prior to occupancy of the building.

11. Provide hydrology with scaled map and calculations and hydraulic calculations to size storm drain per Orange County PF&RD standards. Parkway culverts shall be constructed per Orange County PF&RD Standard Plan 1309, Type B.
  12. Wheelchair ramps shall be provided on either side of the project entry approach.
  13. The applicant shall redesign the parking lot to accommodate the following:
    - a) No parking spaces shall be permitted off of the main drive aisle within 30' from the curb line of Harbor Blvd.
    - b) A vehicular access drive to the west (Hyatt Alicante) shall be maintained for emergency vehicles, or alternative access as approved by the Community Development Director.
- I. The following provisions of the Public Works Traffic Engineering Division shall be complied with:
1. Entrance to the property shall be posted with a sign indicating that unauthorized vehicles will be removed at the owner's expense. The sign shall be of the size, type, and location specified in the California Vehicle Code and Garden Grove Municipal Code.
  2. All handicap parking stalls shall be marked and signed in accordance with California Vehicle Code. All parking stalls shall be approved by the Public Works and Community Development Departments, and hairpin striped. All curbs not associated with a parking stall shall be painted red and parking shall be prohibited in those areas. A minimum of 160 parking spaces shall be provided and maintained at all times.
  3. Traffic mitigation fees shall be paid prior to the issuance of building permits for the hotel.

4. Motorcycle and bicycle parking shall be provided as required by code.

J. The following provisions of the Garden Grove Fire Department and the Uniform Fire Code shall be met:

1. The building shall comply with all CBC and CFC standards and codes, 1998 Edition, for high-rise buildings, or alternative as approved by the Fire Department.
2. Smoke control shall comply with CBC, 1998 Edition and NFA 92, 2000 Edition, or alternative as approved by the Fire Department.
3. The developer shall be responsible for payment of plan checks and inspections for the smoke control and fire alarm system.
4. Address numbers shall be visible from the street (in contrasting colors).
5. Fire extinguishers shall be provided, locations and rating to be determined by fire inspector.
6. Fire alarm system in accordance with the California Fire Code, Article 10 and the California Electrical Code shall be provided.
7. Signage requirements for the Emergency Planning and Information Plan as required in C.C.R. Title 19, Section 3.09, shall be provided.
8. Required fire lane shall be posted and marked in accordance with Garden Grove Fire Department Fire Protection Specifications and Requirements as required by the Fire Department.

K. The building plans, site plans and all construction shall comply with the current editions of the U.B.C., U.P.C., U.M.C., and N.E.C. as amended by the City of Garden Grove and State of California handicap access, energy conservation and sound transmission control requirements.

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

1. New water service installations shall be at the developer's expense. Fire and water services shall be installed by developer's contractor per City Standards.

2. Water meters shall be located within the City right-of-way or within dedicated waterline easement. Fire services and large water services (3" and larger) shall be installed by contractor with class A or C-34 license, per City water standards and inspected by a Public Works inspector.
3. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for meter protection. The landscape system shall also have an RPPD device. Any carbonation dispensing equipment shall have a stainless steel RPPD device. Installation shall be per City Standards and shall be tested by a certified backflow device tester immediately after installation. Cross connection inspector shall be notified for inspection after the initial installation is completed. Owner shall have RPPD devices tested once a year by a certified backflow device tester and the test results shall be submitted to the Public Works Water Services Division.
4. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
5. Fire service shall have above ground device with a double check detector valve assembly. Device shall be tested immediately after installation and once a year a certified backflow device tester and the results shall be submitted to Public Works, Water Services Division. Device shall be on private property and shall be responsible by the property owner. The above ground assembly shall be screened from public view as required by the Planning Division.
6. Contractor shall abandon and remove existing abandoned VCP sewer within building area. Balance of existing line shall be abandoned in place and filled with 1 sack sand/cement slurry. Manhole in Chapman Avenue shall be rechanneled and existing stub to the north to be filled with concrete.
7. No permanent structures, trees or deep-rooted plants shall be placed over sewer main or water main.
8. A properly sized grease interceptor shall be installed on the sewer lateral and maintained by the property owner. There shall be a separate sanitary waste line that will connect to the sewer lateral downstream of the grease interceptor. All other waste lines shall be drained through the grease interceptor. Grease interceptor shall be located outside of the building and accessible for routine maintenance. The property owner shall

maintain comprehensive grease interceptor maintenance records and shall make them available to the City of Garden Grove upon demand.

9. Location and number of fire hydrants shall be as required by Water Services Division and the Fire Department.
  10. The property owner shall install a new sewer lateral with clean out at right-of-way line. Lateral in public right-of-way shall be 6" minimum diameter, extra strength VCP with wedgelock joints. Connection shall be made to 12" PVC sewer main in Harbor Blvd.
  11. A blanket easement for Public Water System on private property shall be required.
- M. The following provisions of the Garden Grove Sanitation District shall be met:
1. The developer shall construct and maintain the trash enclosure area, as indicated on the site plan, per City Standard. The trash enclosure location shall be reviewed and approved by the Community Development and Public Works Departments. The trash enclosure doors shall be kept closed and secured except during trash disposal or pickup. The trash pickup and automated parking lot cleaning/sweeping, shall occur between the hours of 7:00 a.m. and 6:00 p.m. Trash pickups shall be a minimum of three (3) times a week.
  2. The refuse storage area shall be constructed to match the building walls.
  3. The refuse storage area shall be maintained in a neat and sanitary manner.
- N. No exterior piping, plumbing, or mechanical ductwork shall be permitted on any exterior facade and/or visible from any public right-of-way or adjoining property.
- O. Hours and days of construction and grading shall be as follows as set forth in the City of Garden Grove's Municipal Code Section 8.47.010 referred to as the County Noise Ordinance as adopted:
1. Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).
  2. Sunday and Federal Holidays - may work same hours but subject to noise restrictions as stipulated in Section 8.47.010 of the Municipal Code.

- P. The developer shall submit a complete, detailed landscape plan governing the entire development. Said plan shall include type, size, location and quantity of all plant material. This includes enhanced landscaping and hardscape treatment along areas located immediately adjacent to Harbor Boulevard in accordance with the Harbor Boulevard Urban Design Plan. The plan shall include irrigation plans staking and planting specifications. The landscape plan is also subject to the following:
1. A complete, permanent, automatic remote control irrigation system shall be provided for all landscaped areas shown on the plan. The sprinklers shall be of low flow/precipitation sprinkler heads for water conservation.
  2. The developer is and shall be responsible for installation and maintenance of all landscaping on the property and public parkway.
  3. The plan shall provide a mixture of a minimum of ten (10) percent of the trees at 48-inch box, ten (10) percent of the trees at 36-inch box, fifteen (15) percent of the trees at 24-inch box and sixty (60) percent of the trees at 15-gallon. Remaining five (5) percent may be of any size.
  4. Trees planted within ten feet (10') of any public right-of-way shall be planted in a root barrier shield. All landscaping along street frontage(s) adjacent to driveways shall be of the low height variety to ensure safe site clearance.
  5. Trees located along the project's main entry drive shall incorporate special lighting treatments, including the use of uplighting.
  6. The applicant shall be required to provide trees throughout the parking lot and in the landscape setback areas along Harbor Boulevard. Provision of landscape finger planters in every eight (8) parking spaces shall be provided where possible.
  7. All above ground utilities (e.g. water backflow devices, electrical transformers, irrigation equipment, etc.) shall be shown on the landscaping plan in order to ensure proper landscape screening will be provided.
- Q. Prior to the construction of the hotel facility, the site area shall be secured with a six-foot (6') high chain link fence. Access gate(s) are permitted and the fence shall be removed upon construction of permanent perimeter fencing and/or completion of the project.

- R. Signage for the hotel development shall be as follows:
1. The hotel site shall be permitted to have a total of 1 monument sign along Harbor Boulevard, as shown on the approved site plan.
  2. The monument sign shall be designed in accordance with the Harbor Boulevard Urban Design Plan.
  3. The monument sign shall bear only the hotel's name and site address.
  4. Wall signs shall be permitted on the building's elevations, as shown on the approved building elevation plans.
  5. All signs require separate permit and shall be installed in accordance with the provisions of the sign ordinance and shall be approved by the Community Development Department.
- S. The developer shall enter into a binding development agreement with the City of Garden Grove. The agreement shall be executed prior to the building permit issuance.
- T. Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the name and address of the development, the developer's name, address, and a 24-hour emergency telephone number.
- U. The developer shall provide a decorative pavement treatment at the project entry drives. The color, material, and pattern shall be compatible with the Harbor Boulevard Urban Design Plan. The plan shall be approved by the Planning Services Division.
- V. Litter shall be removed daily from the premises including adjacent public sidewalks and all parking areas under the control of the applicant. These areas shall be swept or cleaned, either mechanically or manually, on a weekly basis, to control debris.
- W. The applicant/property owner shall submit a signed letter acknowledging receipt of the decision approving Site Plan No. SP-300-01 and his/her agreement with all conditions of approval.



- X. Graffiti shall be removed from the premises and all parking lots under the control of the licensee and/or the property owner within 120 hours of application.
- Y. The hotel facility shall be subject to Chapter 8.70 of the Municipal Code (Public Lodgings).
- Z. Should the hotel's phone system be a PBX System, a private switch ALLI (Automated Location Information) shall be installed to the satisfaction of the Police Department. This requirement is to allow the Police Department to identify the hotel and room number for the "911" calls.
- AA. No satellite dish antennas shall be installed on said premises unless and until plans have been submitted to and approved by the Community Development Department.
- BB. The service doors shall be kept closed at all times during the hours of operation on the premises except in case of an emergency or to permit deliveries. Panic hardware on doors shall comply with all City code requirements.
- CC. All lighting on the project site shall be enclosed in vandal-resistant fixtures. The fixtures shall be maintained and replaced as needed.
- DD. Prior to the issuance of certificate of occupancy, a security plan for the project shall be approved by the Police Chief. The security plan shall include provisions for security personnel, patrol, alarms, video cameras, lighting of pedestrian pathways, and employee protection.
- EE. The developer shall enter into a Reciprocal Access Agreement (REA), or other similar agreement, to ensure reciprocal vehicular access shall be provided between the subject site and the property to the south of the site, or alternative as approved by the Community Development Director.
- FF. Pedestrian pathways in the project shall be visually identified through the use of thematic lighting, planting, and paving treatments.
- GG. The operation of the proposed hotel shall comply with the provisions of the Extended-Stay Business Hotels.
- HH. No amplified systems shall be permitted outside of a fully enclosed building. The sound emitted from any loud speakers shall not extend beyond the walls of the buildings.

II. During construction the developer shall comply the following measures to contain fugitive dust as required by the General Plan EIR:

1. Adherence to SCAQMD Rule 403, Fugitive Dust, as revised, which includes dust minimization measures such as daily watering of soils, application of non-toxic soils stabilizers, replacement of ground cover in disturbed areas as soon as possible, suspension of excavating and grading operations when wind speeds (or instantaneous gusts) exceed 25 miles per hour, and maintenance of a minimum two feet of freeboard on all trucks hauling dirt, sand, soil or other loose material.
2. Sweeping of streets near construction area.
3. Rinsing of wheels on construction vehicles prior to leaving construction area.
4. Paving of all construction access roads at least 100 feet onto the site from the main access points.
5. Use of electricity from power poles rather than temporary diesel or gasoline powered generators.
6. Use of methanol, natural gas, propane or butane-powered on-site mobile equipment rather than diesel or gasoline powered equipment.
7. During construction, if paleontological or archaeological resources are found all attempts will be made to preserve in place or leave in an undisturbed state in compliance with CEQA.

ADOPTED this 6th day of December 2001.

/s/ SUSAN ANN BARRY  
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 December 6, 2001, by the following votes:

AYES: COMMISSIONERS: BARRY, BUTTERFIELD, CALLAHAN, FREZE,  
HUTCHINSON JONES, NGUYEN  
NOES: COMMISSIONERS: NONE  
ABSENT: COMMISSIONERS: NONE

/s/ TERESA POMEROY  
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 January 2, 2002.

DATE	DESCRIPTION
1/11/13	1.0 PRELIMINARY
2/12/13	2.0 PRELIMINARY
3/13/13	3.0 PRELIMINARY
4/15/13	4.0 PRELIMINARY
5/16/13	5.0 PRELIMINARY
6/17/13	6.0 PRELIMINARY
7/18/13	7.0 PRELIMINARY
8/19/13	8.0 PRELIMINARY
9/20/13	9.0 PRELIMINARY
10/21/13	10.0 PRELIMINARY
11/22/13	11.0 PRELIMINARY
12/23/13	12.0 PRELIMINARY
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5/28/14	17.0 PRELIMINARY
6/29/14	18.0 PRELIMINARY
7/30/14	19.0 PRELIMINARY
8/31/14	20.0 PRELIMINARY
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11/03/14	23.0 PRELIMINARY
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1/05/15	25.0 PRELIMINARY
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3/07/15	27.0 PRELIMINARY
4/08/15	28.0 PRELIMINARY
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6/10/15	30.0 PRELIMINARY
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7/23/16	43.0 PRELIMINARY
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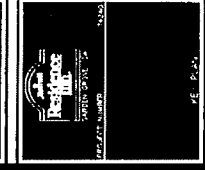
PROJECT: **RESIDENCE 2025**  
 CITY: **ANAHEIM, CA**  
 STATE: **CA**  
 COUNTY: **CLAY**  
 SHEET: **2025-01**



**MCM**  
 ARCHITECTS  
 1001 N. MAIN ST. SUITE 200  
 ANAHEIM, CA 92801  
 (714) 773-1111

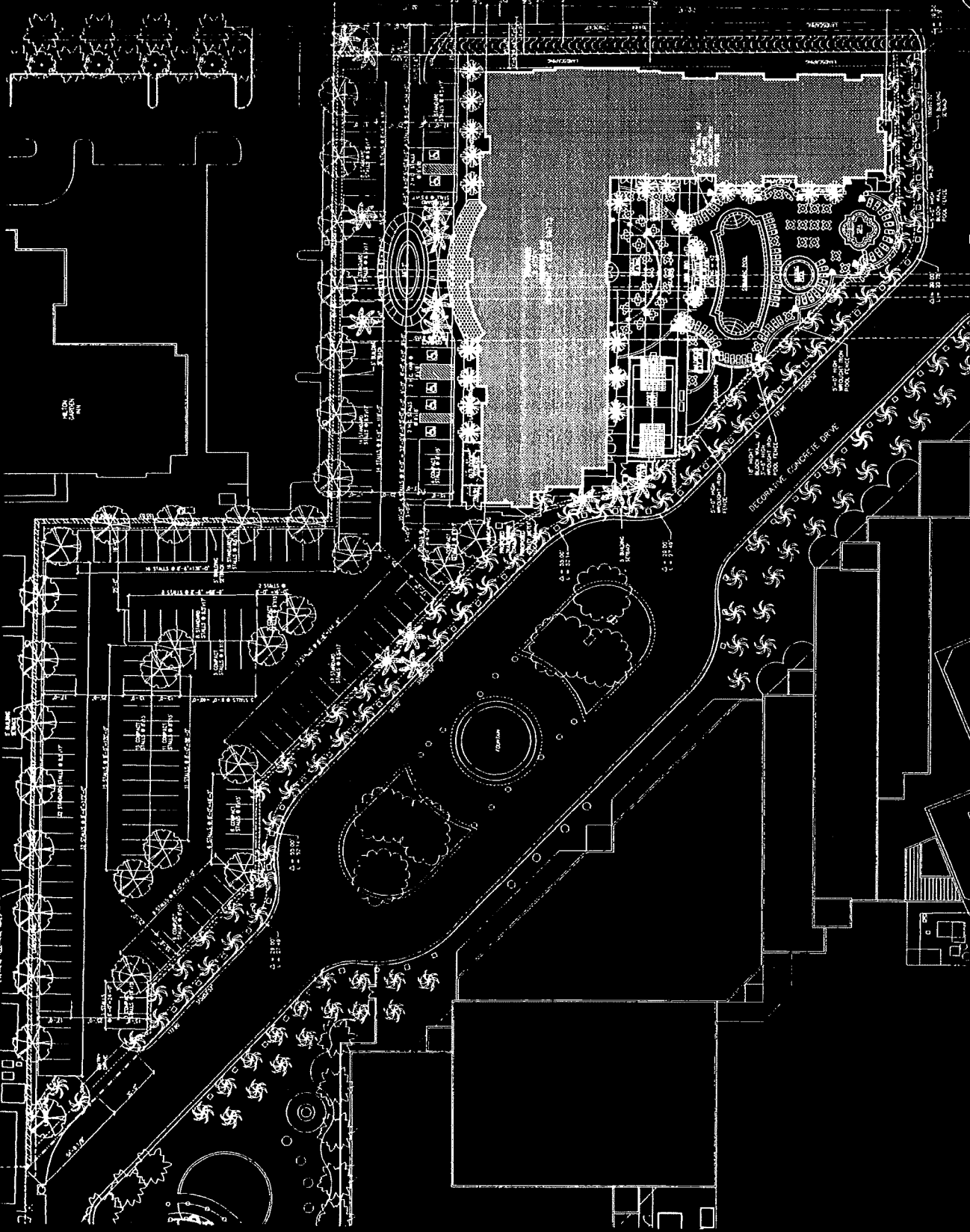
**PROGRESS PRINT**  
 NOT FOR CONSTRUCTION  
 DATE: \_\_\_\_\_

DATE:	01/23/17
SCALE:	AS SHOWN
DRAWN:	S.A.
CHECKED:	S.A.
RELATED DRAWINGS:	
STATUS:	PRELIMINARY
REVISIONS:	
DATE:	
BY:	



CITY:	ANAHEIM
COUNTY:	CLAY
STATE:	CA
PROJECT:	RESIDENCE 2025
SHEET:	2025-01
DATE:	01/23/17



CITY OF ANAHEIM  
 CITY OF GARDEN GROVE  
 HARBOR BOULEVARD



**A SITE ARCHITECTURAL PLAN**

**SITE DATA**  
 PERMITS: 2025-01  
 CITY: ANAHEIM  
 COUNTY: CLAY  
 STATE: CA  
 PROJECT: RESIDENCE 2025  
 SHEET: 2025-01  
 DATE: 01/23/17



PRINTS ISSUED NO. _____ DATE _____ BY _____ FOR _____		FOR CONSTRUCTION	DATE _____ REVISIONS _____		PROJECT NO. _____ PROJECT NAME _____ CLIENT _____	ARCHITECT _____ ENGINEER _____ CONSULTANTS _____		SHEET NO. _____ <b>A1.3</b>	TOTAL SHEETS _____ SHEET NO. _____
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PARTS LISTED	
NO.	DESCRIPTION
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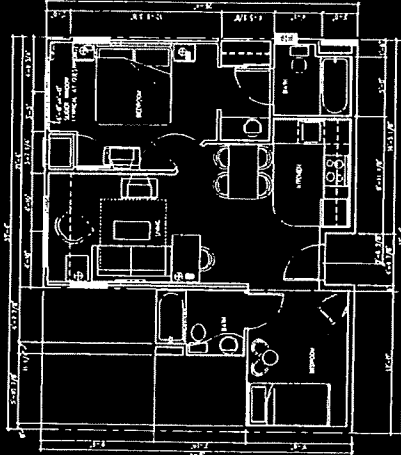


ARCHITECT  
 12345 MAIN ST.  
 CITY, STATE 12345  
 PHONE (000) 000-0000

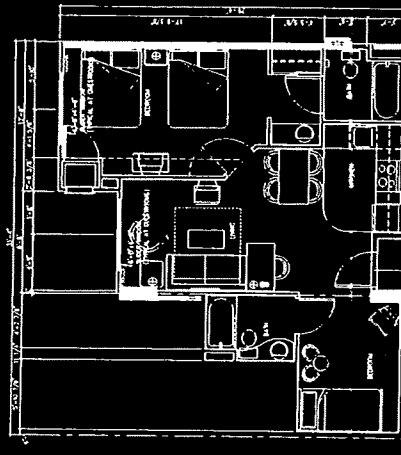
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CLASSIFIED DWG. (STANDARD PLANS)  
 SHEET NO. **A17**  
 OF 100 SHEETS



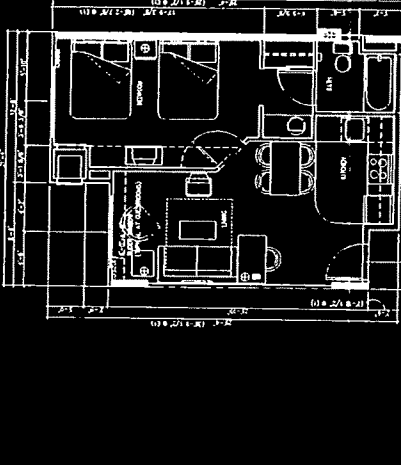
**C ONE BEDROOM + RECREATION**  
 11'-0" x 13'-0"



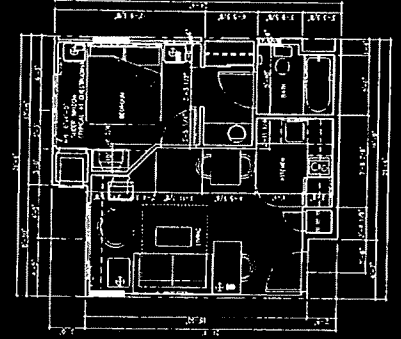
**F DOUBLE QUEEN + RECREATION**  
 11'-0" x 13'-0"



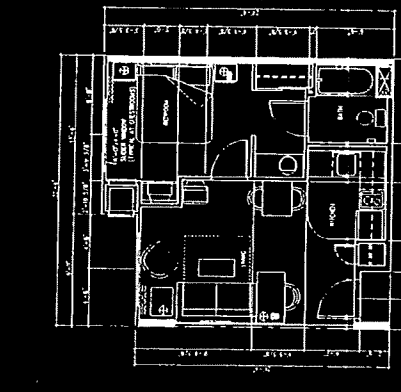
**B ONE BEDROOM PLUS**  
 11'-0" x 13'-0"



**E, E1, E2 DOUBLE QUEEN**  
 11'-0" x 13'-0"



**A ONE BEDROOM**  
 11'-0" x 13'-0"



**D ONE BEDROOM**  
 11'-0" x 13'-0"





NO. 1	CONCRETE
NO. 2	BRICK
NO. 3	GLASS
NO. 4	WOOD
NO. 5	IRON
NO. 6	COPPER
NO. 7	ALUMINUM
NO. 8	STEEL
NO. 9	PLASTER
NO. 10	PAINT
NO. 11	ROOFING
NO. 12	MECHANICAL
NO. 13	ELECTRICAL
NO. 14	LANDSCAPE
NO. 15	INTERIOR
NO. 16	EXTERIOR
NO. 17	DETAILS
NO. 18	SECTION
NO. 19	ELEVATION
NO. 20	PLAN

NO. 1	CONCRETE
NO. 2	BRICK
NO. 3	GLASS
NO. 4	WOOD
NO. 5	IRON
NO. 6	COPPER
NO. 7	ALUMINUM
NO. 8	STEEL
NO. 9	PLASTER
NO. 10	PAINT
NO. 11	ROOFING
NO. 12	MECHANICAL
NO. 13	ELECTRICAL
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NO. 16	EXTERIOR
NO. 17	DETAILS
NO. 18	SECTION
NO. 19	ELEVATION
NO. 20	PLAN

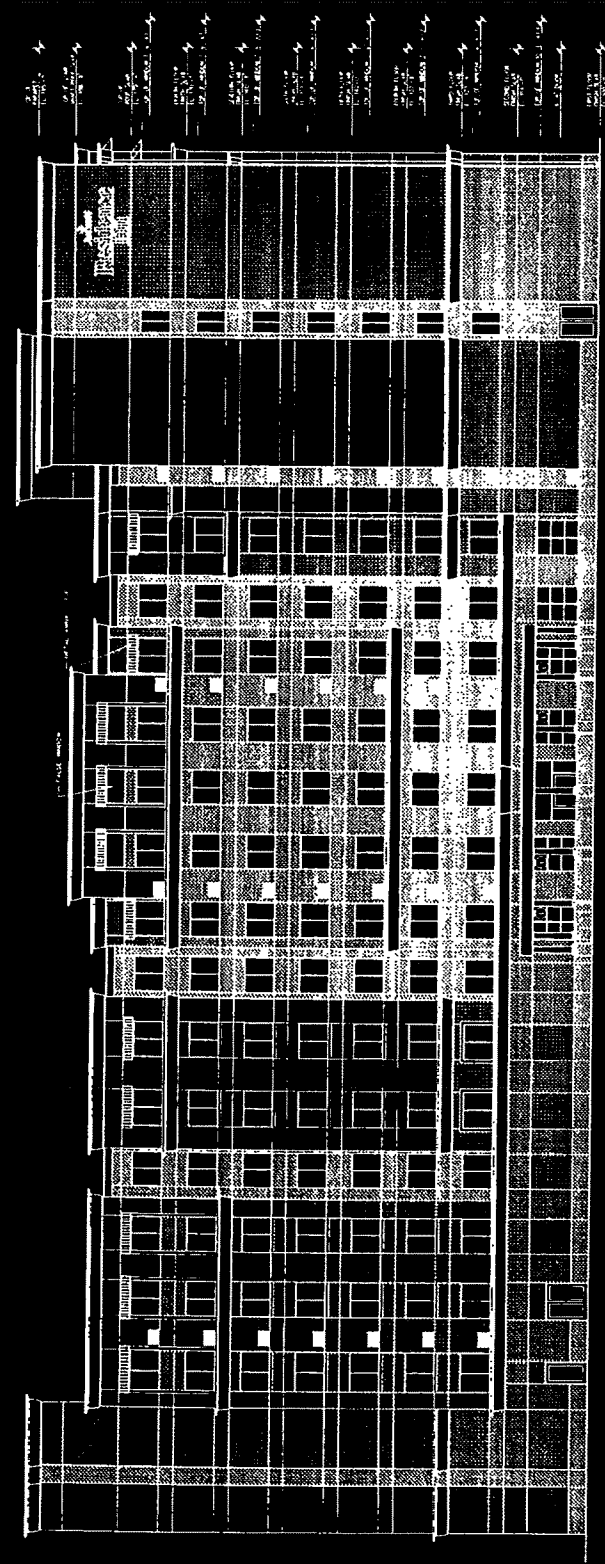


ARCHITECTS  
 1117 W. 11th St.  
 S.E. Cor. 11th & W. 11th  
 OMAHA, NEB.

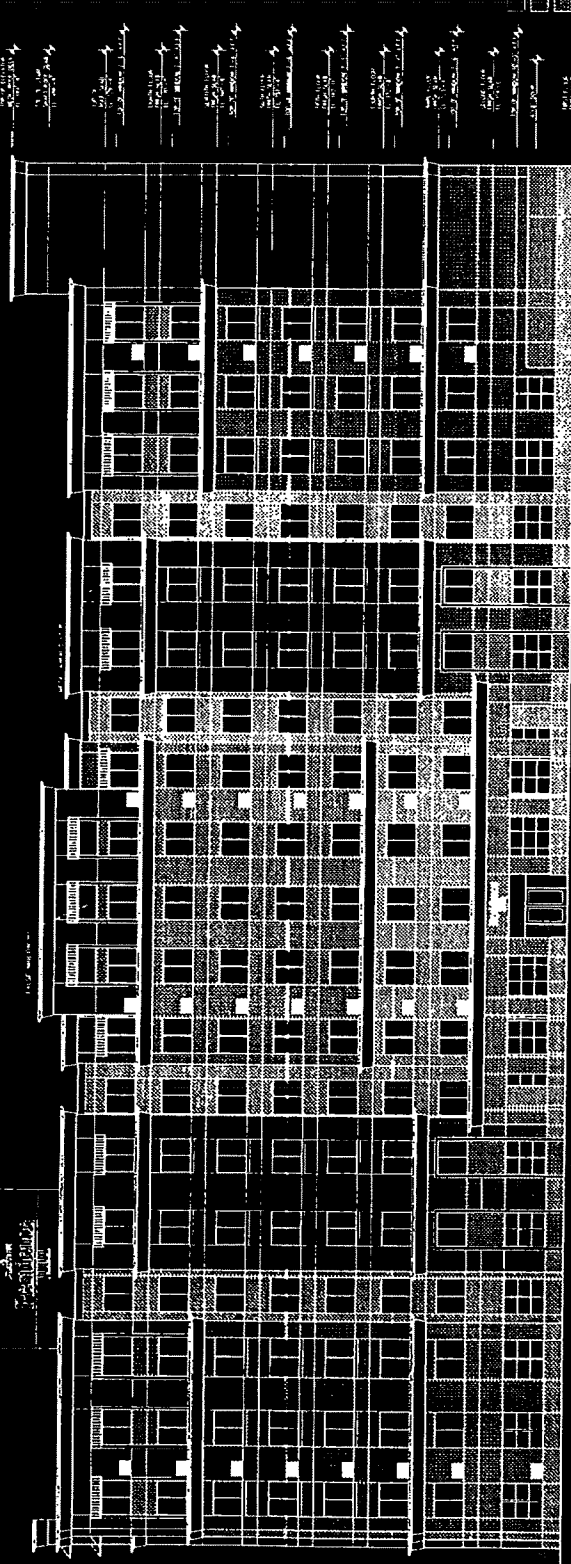
RELIEVED SPANDRILS  
 FINISHES  
 MATERIALS  
 NOTES



KEY  
 1. CONCRETE  
 2. BRICK  
 3. GLASS  
 4. WOOD  
 5. IRON  
 6. COPPER  
 7. ALUMINUM  
 8. STEEL  
 9. PLASTER  
 10. PAINT  
 11. ROOFING  
 12. MECHANICAL  
 13. ELECTRICAL  
 14. LANDSCAPE  
 15. INTERIOR  
 16. EXTERIOR  
 17. DETAILS  
 18. SECTION  
 19. ELEVATION  
 20. PLAN



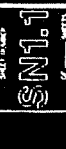


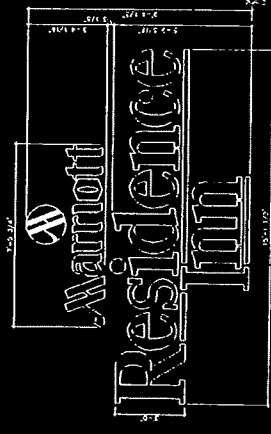
**B** SOUTH ELEVATION



**A** NORTH ELEVATION

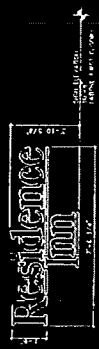


PRINTS REVIEWED		DATE	BY
FOR CONSTRUCTION		DATE	BY
REVISIONS		NO.	DATE
			
<p>NO. 35 WEST 17th St. New York, N.Y. 10011          TEL. 672-4100          FAX. 672-5100</p>			
<p>ARCHITECT</p>			
<p>REL. TO DRAWINGS</p>			
<p>ENGINEER</p>			
<p>CONSULTANT</p>			
<p>SCORING PANEL</p>			
<p>DATE</p>			
<p>BY</p>			
			
<p>SCALE: DETAILS</p>			
<p>DATE</p>			
<p>BY</p>			
			



**1 MONUMENT SIGN**  
 15'-0" H x 11'-0" W

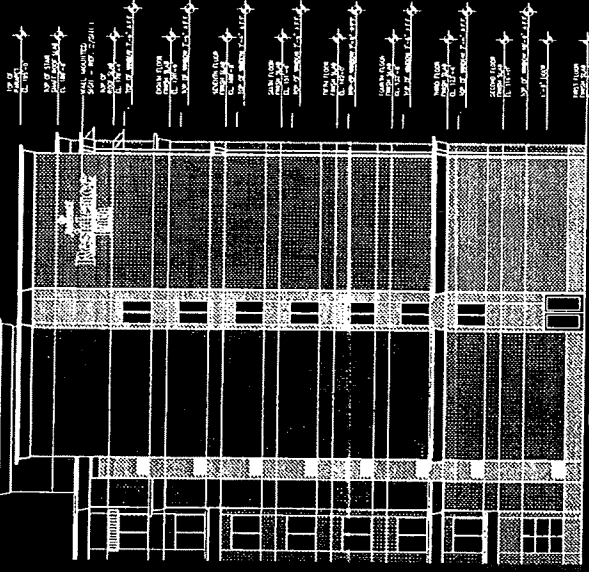
1. SIGN TO BE MOUNTED ON 6" WIDE METAL POST WITH 1/4" DIA. BRACKET.
2. SIGN TO BE MOUNTED ON 6" WIDE METAL POST WITH 1/4" DIA. BRACKET.
3. SIGN TO BE MOUNTED ON 6" WIDE METAL POST WITH 1/4" DIA. BRACKET.
4. SIGN TO BE MOUNTED ON 6" WIDE METAL POST WITH 1/4" DIA. BRACKET.
5. SIGN TO BE MOUNTED ON 6" WIDE METAL POST WITH 1/4" DIA. BRACKET.



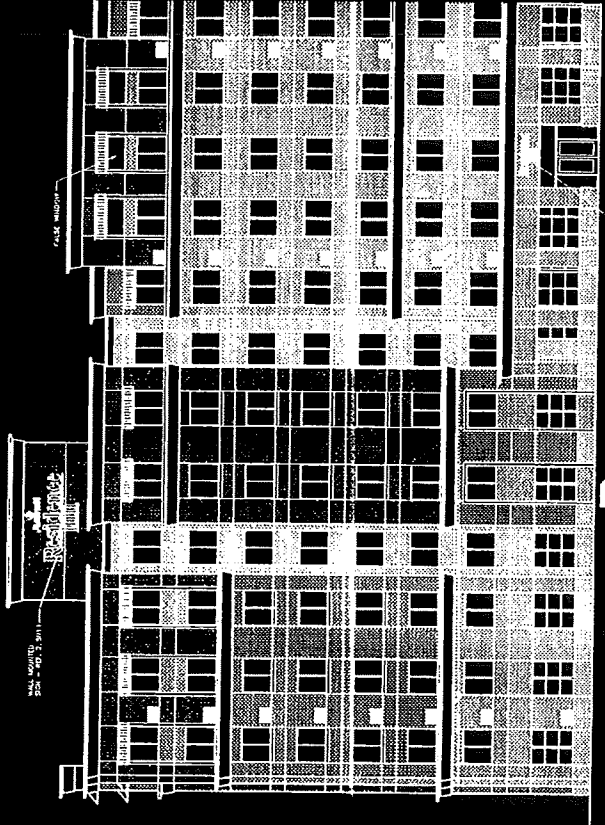
**2 BUILDING MOUNTED SIGN**  
 10'-0" H x 15'-0" W

1. SIGN TO BE MOUNTED ON 6" WIDE METAL POST WITH 1/4" DIA. BRACKET.
2. SIGN TO BE MOUNTED ON 6" WIDE METAL POST WITH 1/4" DIA. BRACKET.
3. SIGN TO BE MOUNTED ON 6" WIDE METAL POST WITH 1/4" DIA. BRACKET.
4. SIGN TO BE MOUNTED ON 6" WIDE METAL POST WITH 1/4" DIA. BRACKET.
5. SIGN TO BE MOUNTED ON 6" WIDE METAL POST WITH 1/4" DIA. BRACKET.

**3 BUILDING MOUNTED SIGN**  
 10'-0" H x 15'-0" W



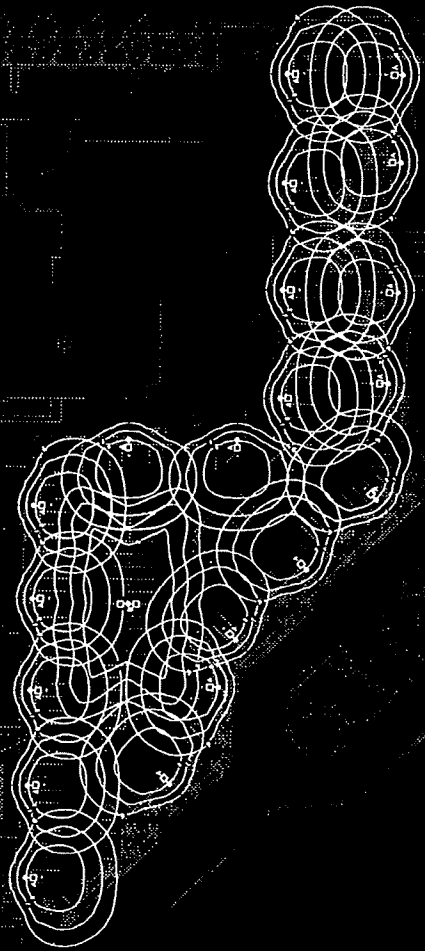
**A SOUTH ELEVATION**  
 10'-0" H x 15'-0" W



**B NORTH ELEVATION**  
 10'-0" H x 15'-0" W

PRINTS REVIEWED		DATE	BY
FOR CONSTRUCTION		DATE	BY
REVISIONS		NO.	DATE
			
<p>NO. 35 WEST 17th St. New York, N.Y. 10011          TEL. 672-4100          FAX. 672-5100</p>			
<p>ARCHITECT</p>			
<p>REL. TO DRAWINGS</p>			
<p>ENGINEER</p>			
<p>CONSULTANT</p>			
<p>SCORING PANEL</p>			
<p>DATE</p>			
<p>BY</p>			
			
<p>SCALE: DETAILS</p>			
<p>DATE</p>			
<p>BY</p>			
			

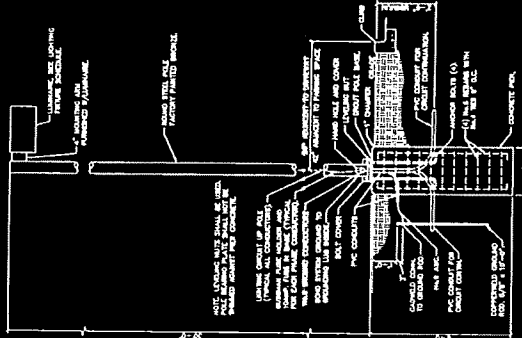
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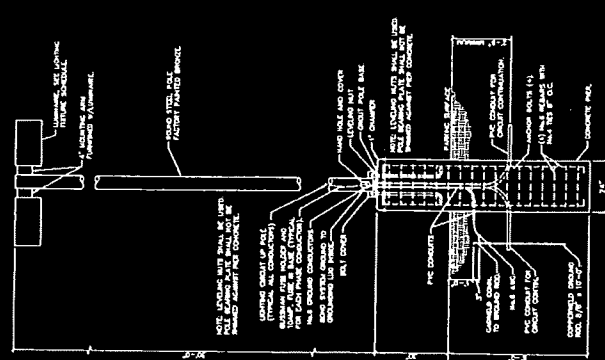
# A SITE LIGHTING PLAN

### LIGHTING FIXTURE SCHEDULE

LETTER	MANUFACTURER	CATALOG NUMBER	VOLTAGE	NO.	TYP.	AMOUNTING	FINISH	TRIM	TOTAL	REMARKS
A	PHILIPS	5000	120V	1	1	1	1	1	1	1
B	PHILIPS	5000	120V	1	1	1	1	1	1	1
C	PHILIPS	5000	120V	1	1	1	1	1	1	1
D	PHILIPS	5000	120V	1	1	1	1	1	1	1
E	PHILIPS	5000	120V	1	1	1	1	1	1	1
F	PHILIPS	5000	120V	1	1	1	1	1	1	1
G	PHILIPS	5000	120V	1	1	1	1	1	1	1
H	PHILIPS	5000	120V	1	1	1	1	1	1	1
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J	PHILIPS	5000	120V	1	1	1	1	1	1	1
K	PHILIPS	5000	120V	1	1	1	1	1	1	1
L	PHILIPS	5000	120V	1	1	1	1	1	1	1
M	PHILIPS	5000	120V	1	1	1	1	1	1	1
N	PHILIPS	5000	120V	1	1	1	1	1	1	1
O	PHILIPS	5000	120V	1	1	1	1	1	1	1
P	PHILIPS	5000	120V	1	1	1	1	1	1	1
Q	PHILIPS	5000	120V	1	1	1	1	1	1	1
R	PHILIPS	5000	120V	1	1	1	1	1	1	1
S	PHILIPS	5000	120V	1	1	1	1	1	1	1
T	PHILIPS	5000	120V	1	1	1	1	1	1	1
U	PHILIPS	5000	120V	1	1	1	1	1	1	1
V	PHILIPS	5000	120V	1	1	1	1	1	1	1
W	PHILIPS	5000	120V	1	1	1	1	1	1	1
X	PHILIPS	5000	120V	1	1	1	1	1	1	1
Y	PHILIPS	5000	120V	1	1	1	1	1	1	1
Z	PHILIPS	5000	120V	1	1	1	1	1	1	1



B POLE BASE DETAIL - FIXTURE TYPE 'A'



C POLE BASE DETAIL - FIXTURE TYPE 'B'

RECORDING REQUESTED BY:

3

WHEN RECORDED MAIL TO:

Recorded in Official Records, County of Orange  
Darlene Bloom, Interim Clerk-Recorder

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

NO FEE  
20020902366 09:39am 10/18/02  
119 79 A12 13  
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

SPACE ABOVE FOR RECORDER'S USE ONLY

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

130  
114

**DEVELOPMENT AGREEMENT**

RIGG HOTEL, LLC  
CASE NO. SP-300-01

This DEVELOPMENT AGREEMENT ("Agreement") is made this 2<sup>nd</sup> day of April, 2002, by the CITY OF GARDEN GROVE, a municipal corporation ("City"), and RIGG HOTEL, LLC, a California limited liability company ("Developer"). The "Effective Date" of this Agreement shall be that date upon which a fully executed and acknowledged copy hereof is recorded in the Official Records of Orange County, California, in accordance with requirements of Section 65868.5 of the California Government Code. City and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

The following recitals are a substantive part of this Agreement:

- A. Developer intends to develop that certain real property located on Harbor Boulevard in the City of Garden Grove, California, at , as more fully described in Exhibit "A," attached hereto (the "Property").
- B. Developer has requested that the City consider entering into an agreement with respect to vesting its right to develop the Property, and proceedings have heretofore been taken in accordance with the City rules and regulations for the approval of such agreements established pursuant to Section 65864, et seq. of the California Government Code ("Development Agreement Law") and by the Garden Grove Municipal Code. The Development Agreement Law provides the authority for the City to enter into binding development agreements with a developer having a legal and equitable interest in real property.
- C. The City Council of the City has found that this Agreement has been adopted in conformance with the requirements of the City, including all requirements of the California Environmental Quality Act, is consistent with the General Plan, and all applicable rules, regulations and official policies of the City, and will promote the general welfare of City residents and the orderly development of property within the City, and that the project described herein:

- (i) Is consistent with the objectives, policies, general land uses, intensity of uses, and programs of the City and specified in the General Plan and all rules, regulations and official policies of the City;
- (ii) Is compatible with the uses authorized in, and the regulations prescribed for, the area of the City in which the Property is located;
- (iii) Is in conformity with and will promote public convenience, general welfare and good land use practice;
- (iv) Will not be detrimental to the public's health, safety and general welfare;
- (v) Will not adversely affect the orderly development of property or the preservation of property values; and
- (vi) Will promote and encourage the development of the Property by providing a greater degree of requisite certainty.

- D. On April 2, 2002, the City Council of the City adopted Ordinance No. 2567 approving this Agreement and approving and adopting the findings of the Planning Commission.
- E. The City acknowledges that by electing to enter into contractual agreements such as this one, the obligations of which shall survive beyond the term or terms of the present City Council members, that such action will serve to bind the City and future City Councils to the obligations thereby undertaken and this Agreement shall limit the future exercise of certain governmental and proprietary powers of the City to the extent permitted by applicable law. By obligating the City pursuant to this Agreement, the City has elected to exercise its governmental and proprietary powers with respect to the matters set forth herein at the present time, rather than deferring its actions to some undetermined future date.
- F. City and Developer desire to enter into this Agreement to vest Developer's rights to develop the Property by the construction of an approximately one hundred fifty (150) to two hundred (200) room full service, limited service or extended stay mid-rise hotel with a swimming pool, and associated improvements, all in substantial conformance with the "Description of Construction (Scope of Project)," attached hereto as Exhibit "C."

### AGREEMENT

#### THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire at the earlier of (i) completion of the "Construction" of the property (as that term is defined in Section 6, below), or (ii) three (3) years (the applicable of (i) or (ii) being herein referred to as the "Term") from its Effective Date.
2. Permitted Uses. The following uses are permitted at the Property: All uses identified as a permitted or conditional use as specified in Planned Unit Development No. PUD-104-82, as revised and/or amended.

3. Density. The density of the current proposed project is as follows: (a) a hotel building of up to two hundred thousand (200,000) square feet, consisting of guest rooms and/or suites with approximately one hundred fifty (150) to two hundred (200) guest rooms/suites, with up to one (1) restaurant and up to five thousand (5,000) square feet of meeting space; and (b) ancillary uses as specified in Planned Unit Development No. PUD-104-82, as revised or amended.
4. Maximum Height and Building Size. The maximum height and building size, with the exception of communication systems, architectural and thematic elements, is ten (10) stories, and up to two hundred thousand (200,000) square feet, respectively, as indicated on the approved site.
5. Dedication. The dedication of property to the City is as described in Exhibit "B" attached.
6. Improvements. The improvement described on Exhibit "C," "Description of Construction (Scope of Project)," are herein referred to as the "Construction" of the Property.
7. Scope of Project. The development of the Property consists of the Construction described on Exhibit "C," and shall be consistent with those uses stated in paragraph 2, above, with a density stated in paragraph 3, with a building height and size stated in paragraph 4.
8. Effect of Agreement on Land Use Regulations.

- a. Vesting of Land Use Entitlements. The permitted uses of the Property, the density of use, the maximum height and size of any proposed buildings and the dedication of land for public purposes are all as set forth in the conditions of approval and/or this Agreement. The City agrees that Developer and its assignees shall be entitled and vested to proceed with the Construction of the Property pursuant to existing rules, regulations and official policies of the City, including, without limitation, the current fee schedule attached hereto as Exhibit "D," and no other fees (herein, "existing development rules"), as such existing development rules are in effect as of November 1, 1998, and to conduct such work at such times as Developer or such assignees may choose during the Term hereof. Such existing development rules shall continue to apply, notwithstanding the Construction of the Property as provided herein, to the reconstruction of any such constructed improvements damaged or destroyed from any cause. No delays, moratoriums, or general suspension in project Construction approvals will be imposed by the City on the Property during the Term hereof, including, but not limited to, the enactment after the Effective Date of any ordinance by the City Council or any ordinance adopted through the initiative process, which would be more restrictive than the existing development rules or which would impose limitations or restrictions on the uses as set forth in the conditions of approval, or the density for the Property, or which would limit or control the rate, timing or sequence of Construction of the Property other than as set forth in this Agreement. In addition to and not in limitation of the foregoing, the City agrees that no moratorium or other limitation (whether relating to the rate, timing or sequencing of the Construction or the construction of all or any part of the Property, whether imposed by ordinance, resolution or other action by, in the name of, or on behalf of the City) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy permits, or other entitlements to use or service portions of the Property approved, issued or granted by the City shall apply to the Construction of the Property to the extent such moratorium or other limitation is in conflict with this Agreement. Because the California Supreme Court ruled in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer and its assignees shall have the right to conduct the Construction to completion, including, without limiting the generality of that provision, the right to obtain all permits (including, without limitation, demolition, grading, building

and/or occupancy permits), and construct improvements on the Property in such order and at such rate and at such times as Developer or its assignees deems appropriate, within the exercise of its subjective business judgment, and consistent with this Agreement. The City acknowledges that Developer's decision to commence the Construction of the Property is based on expectations of proceeding to completion, relying upon the fact that all land use entitlements have been vested by virtue of this Agreement. The City agrees to take all steps necessary, in a timely manner and to complete its processing and approval (or reasonable disapproval) of same within sixty (60) days, unless City Planning Commission or City Council hearings are required in connection therewith, in order to facilitate the review and approval of any lot line adjustment, lot splits, subdivision, site planning and construction applications with respect to the Property. If such City Planning Commission or City Council hearings are required, the City shall schedule and conduct such hearings in the shortest reasonable time after receipt of Developer's application therefor. However, in the event that State or Federal laws or regulations enacted after this Agreement is executed prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State and Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

b. Sewer Hook-Up. The City shall provide Developer, at no special cost (other than City's adopted sewer connection fees) access, with functional sewer facilities in Harbor Boulevard. The sewer facilities provided by the City shall have adequate capacity to service Construction project.

9. Intent. The Parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.
10. Resolution/Material Terms. Conditions of approval for the Construction, if any, are attached hereto and incorporated herein as Exhibit "E."
11. Reimbursement. In recognition of the dedication of property described in Exhibit "B" attached hereto, no development impact fee shall be charged against Developer or the Property.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
  - (1) Failure of Developer to perform any of the provisions of this Agreement; or
  - (2) Mutual agreement of the Parties; or
  - (3) Failure of Developer to cure any default under the terms and conditions of any agreement with the Garden Grove Agency for Community Development for the Construction.
13. Periodic Review. The City shall review Developer's performance every twelve (12) months at the anniversary of the adoption of this Agreement during the Term hereof. Developer shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review the City finds and determines, based upon substantial evidence, that Developer, after notice and opportunity to cure as



provided in Section 28 below, has not taken good faith efforts to comply with terms or conditions of this Agreement, the City may terminate the Agreement. This review shall be conducted by the Director of Community Development.

14. City Discretion. The City retains its right and reasonable discretion, under all applicable Codes, to approve or disapprove any item related to this Property which it has not specifically agreed to via this Agreement. Developer acknowledges that it shall comply with all City requirements for applications and permits of any nature and that this Agreement does not relieve Developer of the necessity of filing appropriate applications and permits.
15. Improvement Schedule. The improvements to the Property which are vested pursuant to this Agreement shall be constructed by September 30, 2004.
16. Developer Breach. Failure of Developer to construct improvements as specified shall result in the withholding of building permits, any other permit or granting of occupancy for any unit until the breach is remedied to satisfaction of the City.
17. Non-Liability Provisions.
  - a. Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City pursuant to the terms of this Agreement.
  - b. Partners, Members, Agents and Employees of Developer. No partner, member, owner, agent or employee of the Developer, or any successor or assign of any of the foregoing, shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successors, or on any obligations under the terms of this Agreement, but the City shall look solely to the assets of Developer. In the event that Developer shall convey its interest in the Property as permitted herein, subsequent to that conveyance the City shall look solely to the successor-owner for defaults occurring subsequent to the date of that conveyance.
18. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery or service of process.

· Address of Developer is as follows:

RIGG HOTEL, LLC  
Attention: Managing Member  
650 Town Center Drive, Suite 1720  
Costa Mesa, CA 92626

Address of City is as follows:

CITY OF GARDEN GROVE  
11222 Acacia Parkway  
Garden Grove, CA 92840


19. Developer's Proposal. The Construction of the Property vested by this Agreement shall conform to Developer's project description summary for the Construction, attached hereto as Exhibit "C." In the event of any inconsistency between terms of the project description summary and this Agreement, this Agreement shall govern.
20. Licenses, Permits, Fees, and Assessments. At its sole expense, Developer shall obtain all licenses, permits, and approvals as may be required by this Agreement, or by the nature of the Construction of the Property.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. Successor's Interest. The provisions of this Agreement shall be binding upon and inure to successors in interest of the Parties and shall be specifically binding upon any owners of an interest in the Property.
23. Authority to Execute. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.
24. Indemnification. Developer agrees to protect, defend, and hold harmless the City and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for bodily injury or death of any person, or damage to property, or interference with use of property, directly attributable to negligent acts or omissions, or willful misconduct, in the performance of the Agreement by Developer, Developer's agents, officers or employees, and subcontractors hired by Developer.
25. Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by the City and Developer.
26. Inconsistencies. Nothing in this Agreement shall limit or impair the Garden Grove Agency for Community Development's and Developer's obligations under any agreement with Developer.
27. Termination of Agreement. At the time of termination of this Agreement, whether pursuant to the provisions of this Section or in any other manner, the City agrees to execute, acknowledge and provide a quit claim of its rights hereunder in a form suitable for recording within ten (10) days after Developer's request therefor, and shall further cooperate in clearing the encumbrance of this Agreement from title to the Property as reasonably may be requested by Developer.
28. Right to Cure. A Party claiming a default pursuant to this Agreement shall give written notice of default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this

Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in default (i) if such Party cures such default within thirty (30) days of receipt of such notice, or (ii) if the default cannot reasonably be cured within such thirty (30) day period, such other Party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with diligence.

29. Attorneys' Fees. In any action between the parties, including an arbitration or a reference conducted pursuant to Section 638, et seq. of the California Code of Civil procedure, to interpret, enforce, reform, modify, rescind, or otherwise take action in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses, including, without limitation, litigation costs and reasonable attorneys' fees. Such fees, costs and expenses shall include fees, costs and expenses incurred on appeal or in collection of any judgments. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

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

ATTEST:


  
\_\_\_\_\_  
CITY CLERK  
Date: 4-04-02

"CITY"

CITY OF GARDEN GROVE,  
a municipal corporation

By: 

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Garden Grove City Attorney  
Date: 3/14/02

"DEVELOPER"

RIGG HOTEL, LLC, a California limited liability  
company

BY: 

NAME: TUSHAR PATEL  
TITLE: Member/Manager

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF ORANGE )

On 1.14.02 before me, Renee L. Molloy, Notary Public, personally appeared, **TUSHAR PATEL** /  / personally known to me or /      / proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Renee L. Molloy*  
Renee L. Molloy  
Name (Typed or Printed)

**CAPACITY CLAIMED BY SIGNER:**

- individual signing for oneself/themselves.
- corporate officer(s) \_\_\_\_\_ (Titles)
- partner(s) \_\_\_\_\_ Limited
- \_\_\_\_\_ General
- attorney-in-fact
- trustee(s)/trustor(s)
- guardian/conservator
- other: **MEMBER/MANAGER**

**SIGNER IS REPRESENTING:**

Name of Person(s) or Entity(ies)

**RIGG HOTEL, LLC, a California limited liability company**

EXHIBIT "A"  
LEGAL DESCRIPTION  
THAT REAL PROPERTY LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE,  
CITY OF GARDEN GROVE, DESCRIBED AS FOLLOWS:

Lots 6 and 7 of Tract Map 12084, recorded at Book 520, pages 7-12 in the Official Records of Orange County, California.

EXHIBIT "B"  
PROPERTY DEDICATION

THE EAST 11.00 FEET OF LOT 6 OF TRACT NO. 12084, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 520, PAGES 7 TO 12 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

EXHIBIT "C"  
Description of Construction  
(Scope of Project)

The Construction (as defined in this Agreement) shall include the following and shall be completed in accordance with the stated terms and conditions. All costs associated with planning, designing and constructing the items outlined below shall be the sole responsibility of the Developer. Terms capitalized in this Exhibit "C" have the same meaning as ascribed thereto in the Agreement to which this Exhibit is appended.

Building Improvements. "Building Improvements" included in the Construction consist of a mid-rise building consisting of one hundred fifty (150) to two hundred (200) guest rooms/suites, with lobby, swimming pool and ancillary improvements.

Special Provisions. Special provisions applicable to the Construction consist of the following:

1. Developer is responsible for the payment of all fees imposed for the Construction as set forth in Exhibit "D" of this Development Agreement.

EXHIBIT "D"

CITY'S APPLICABLE FEE SCHEDULE

(ON FILE IN THE CITY CLERK'S OFFICE)



EXHIBIT "E"  
SPECIAL CONDITIONS OF APPROVAL

NONE

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

NAME

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

MAILING ADDRESS

CITY, STATE ZIP CODE

Recorded in the County of Orange, California  
Gary L. Granville, Clerk/Recorder



No Fee

19990197296 1:53pm 03/18/99

005 25016272 25 15  
A12 17 6.00 48.00 0.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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

## DEVELOPMENT AGREEMENT

### GATWAY PROPERTIES

CASE NO. PUD-104-82

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made this 24th day of November, 1998, by the CITY OF GARDEN GROVE, a municipal corporation ("City"), and GATWAY PROPERTIES, a California limited partnership ("Developer"). The "Effective Date" of this Agreement shall be that date upon which a fully executed and acknowledged copy hereof is recorded in the Official Records of Orange County, California, in accordance with requirements of Section 65868.5 of the California Government Code. City and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

The following recitals are a substantive part of this Agreement:

- A. The Garden Grove Agency for Community Development and Developer have entered into an agreement ("Owner Participation Agreement") which provides for the rehabilitation of certain real property located at the northwest corner of Harbor Boulevard and Chapman Avenue in the City of Garden Grove, California, at 300 Alicante Plaza, as more fully described in Exhibit "A", attached hereto (the "Property").
- B. Developer has requested that the City consider entering into an agreement with respect to vesting its right to rehabilitate the Property, and proceedings have heretofore been taken in accordance with the City rules and regulations for the approval of such agreements established pursuant to Section 65864, et seq. of the California Government Code ("Development Agreement Law") and by the Garden Grove Municipal Code. The Development Agreement Law provides the authority for City to enter into binding development agreements with a Developer having a legal and equitable interest in real property.

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- C. The City Council of the City has found that this Agreement has been adopted in conformance with the requirements of the City, including all requirements of the California Environmental Quality Act, is consistent with the General Plan, and all applicable rules, regulations and official policies of the City, and will promote the general welfare of City residents and the orderly development of property within the City, and that the project described herein:
- i) Is consistent with the objectives, policies, general land uses, intensity of uses, and programs of the City and specified in the General Plan and all rules, regulations and official policies of the City;
  - ii) Is compatible with the uses authorized in, and the regulations prescribed for, the area of the City in which the Property is located;
  - iii) Is in conformity with and will promote public convenience, general welfare and good land use practice;
  - iv) Will not be detrimental to the public's health, safety and general welfare;
  - v) Will not adversely affect the orderly development of property or the preservation of property values; and
  - vi) Will promote and encourage the development of the Property by providing a greater degree of requisite certainty.
- D. On December 8, \_\_\_\_\_, 1998, the City Council of the City adopted Ordinance No. 2456 approving this Agreement and approving and adopting the findings of the Planning Commission.
- E. The City acknowledges that by electing to enter into contractual agreements such as this one, the obligations of which shall survive beyond the term or terms of the present City Council members, that such action will serve to bind the City and future City Councils to the obligations thereby undertaken and this Agreement shall limit the future exercise of certain governmental and proprietary powers of the City to the extent permitted by applicable law. By obligating the City pursuant to this Agreement, the City has elected to exercise its governmental and proprietary powers with respect to the matters set forth herein at the present time, rather than deferring its actions to some undetermined future date.
- F. City and Developer desire to enter into this AGREEMENT to vest Developer's rights to rehabilitate and convert the existing office building on the Property to an all-suites hotel comprising approximately 279 suites, all in substantial conformance with the "Description of Rehabilitation (Scope of Project)", attached hereto as Exhibit "C".

## AGREEMENT

### THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire at the earlier of (i) completion of the "Rehabilitation" of the Property (as that term is defined in Section 6, below), or (ii) four (4) years (the applicable of (i) or (ii) being herein referred to as the "Term") from its Effective Date.
2. Permitted Uses. The following uses are permitted at the Property: All uses identified as a permitted or conditional use as specified in Planned Unit Development No. PUD-104-82, as revised and/or amended.
3. Density/Intensity. The density or intensity of the current proposed project is as follows: approximately 208,000 square feet of building area, consisting of an all-suites hotel with approximately 279 guest suites, including ancillary uses as specified in Planned Unit Development No. PUD-104-82, as revised and/or amended.
4. Maximum Height and Building Size. The maximum height and building size are as follows: with the exception of communication systems, architectural and thematic elements, the maximum building height is approximately 10 stories, and the total building square footage is approximately 208,000 square feet, as indicated on the approved site plan.
5. Reservation or Dedication. The reservation of easements or dedication of property to the City is as described in Exhibit "B", attached.
6. Improvements. The improvements described on Exhibit "C", "Description of Rehabilitation(Scope of Project)", are herein referred to as the "Rehabilitation" of the Property.
7. Scope of Project. The development of the Property consists of the Rehabilitation described on Exhibit "C", and shall be consistent with those uses stated in paragraph 2, above, with a density/intensity stated in paragraph 3, with a building height and size stated in paragraph 4, all in accordance with the terms and conditions of the Owner Participation Agreement.
8. Effect of Agreement on Land Use Regulations.
  - a. Vesting of Land Use Entitlements. The permitted uses of the Property, the density or intensity of use, the maximum height and size of any proposed buildings and the dedication of land for public purposes are all as set forth in the conditions of approval and/or this Agreement. City agrees that Developer and its assignees shall be entitled and vested to proceed with the Rehabilitation of the Property pursuant to existing rules, regulations and official policies of the City, including, without limitation, the current fee schedule attached hereto as Exhibit "D", and no other fees (herein, "existing development rules"), as such existing development rules are in effect as of November 1, 1998, and to conduct such work at such times as Developer or such

assignees may choose during the Term hereof. Such existing development rules shall continue to apply, notwithstanding the Rehabilitation of the Property as provided herein, to the reconstruction of any such constructed improvements damaged or destroyed from any cause. No delays, moratoriums, or general suspension in project Rehabilitation approvals will be imposed by the City on the Property during the Term hereof including, but not limited to, the enactment after the Effective Date of any ordinance by the City Council or any ordinance adopted through the initiative process, which would be more restrictive than the existing development rules or which would impose limitations or restrictions on the uses as set forth in the conditions of approval, or the density or intensity of use for the Property, or which would limit or control the rate, timing or sequence of Rehabilitation of the Property other than as set forth in this Agreement. In addition to and not in limitation of the foregoing, the City agrees that no moratorium or other limitation (whether relating to the rate, timing or sequencing of the Rehabilitation or the construction of all or any part of the Property, whether imposed by ordinance, resolution or other action by, in the name of, or on behalf of the City) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy permits, or other entitlements to use or service portions of the Property approved, issued or granted by the City shall apply to the Rehabilitation of the Property to the extent such moratorium or other limitation is in conflict with this Agreement. Because the California Supreme Court ruled in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties intent to cure that deficiency by acknowledging and providing that Developer and its assignees shall have the right to conduct the Rehabilitation to completion, including, without limiting the generality of that provision, the right to obtain all permits (including, without limitation, demolition, grading, building and/or occupancy permits), and construct improvements on the Property in such order and at such rate and at such times as Developer or its assignees deems appropriate, within the exercise of its subjective business judgment, and consistent with this Agreement. The City acknowledges that Developer's decision to commence the Rehabilitation of the Property is based on expectations of proceeding to completion, relying upon the fact that all land use entitlements have been vested by virtue of this Agreement. The City agrees to take all steps necessary, in a timely manner and to complete its processing and approval (or reasonable disapproval) of same within forty five (45) days, unless City Planning Commission or City Council hearings are required in connection therewith, in order to facilitate the review and approval of any lot line adjustment, lot splits, subdivision, site planning and construction applications with respect to the Property. If such City Planning Commission or City Council hearings are required City shall schedule and conduct such hearings in the shortest reasonable time after receipt of Developer's application therefor. However, in the event that State or Federal laws or regulations enacted after this Agreement is executed prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State and Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

b. Sewer Hook-up. City shall provide Developer, at no special cost (other than City's adopted sewer connection fees) for access, with functional sewer facilities in Harbor

Boulevard and/or Chapman Avenue. The sewer facilities provided by City shall have adequate capacity to service the Rehabilitation project.

9. Intent. The Parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.
10. Resolution/Material Terms. Conditions of approval for the Rehabilitation, if any, are attached hereto and incorporated herein as Exhibit "E".
11. Reimbursement. In recognition of the significant increase in property tax and transient occupancy tax to be received by the City as a result of the obligations undertaken by Developer pursuant to this Agreement, no fee in consideration of the City's decision to enter into this Agreement shall be charged against Developer or the Property.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
  - (1) Failure of Developer to perform any of the provisions of this Agreement, or
  - (2) Mutual agreement of the Parties, or
  - (3) Failure of Developer to cure any default under the terms and conditions of the Owner Participation Agreement.
13. Periodic Review. City shall review Developer's performance every twelve (12) months at the anniversary of the adoption of this Agreement during the Term hereof. Developer shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review City finds and determines, based upon substantial evidence, that Developer, after notice and opportunity to cure as provided in Section 28 below, has not taken good faith efforts to comply with terms or conditions of this Agreement, City may terminate the Agreement. This review shall be conducted by the Director of Community Development.
14. City Discretion. City retains its right and reasonable discretion, under all applicable Codes, to approve or disapprove any item related to this Property which it has not specifically agreed to via this Agreement. Developer acknowledges that it shall comply with all City requirements for applications and permits of any nature and that this Agreement does not relieve Developer of the necessity of filing appropriate applications and permits. City and Developer acknowledge that as of November 1, 1998, the City has adopted the 1994 Uniform Building Code with California Supplement (collectively, the "1994 UBC"). Notwithstanding the first two sentences of this Section 14, City and Developer agree that in the event, prior to the adoption by the City of a version of the Uniform Building Code other than the 1994 UBC, Developer submits to the City reasonably complete building plans for the Building Improvements (as such capitalized

term is defined in Exhibit "C" to this Agreement), then the 1994 UBC shall govern throughout the period of Rehabilitation of the Property, notwithstanding whether the City may adopt some other version prior to the completion of such work.

15. Improvement Schedule. The improvements to the Property which are vested pursuant to this Agreement shall be constructed by December 1, 2002.
16. Developer Breach. Failure of Developer to construct improvements as specified shall result in the withholding of building permits, any other permit or granting of occupancy for any unit until the breach is remedied to satisfaction of City.
17. Non-Liability Provisions.
  - a. Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City pursuant to the terms of this Agreement.
  - b. Partners, Agents and Employees Of Developer. No partner, owner, agent or employee of the Developer, or any successor or assign of any of the foregoing, shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successors, or on any obligations under the terms of this Agreement, but City shall look solely to the assets of Developer. In the event that Developer shall convey its interest in the Property as permitted herein, subsequent to that conveyance City shall look solely to the successor-owner for defaults occurring subsequent to the date of that conveyance.
18. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery or service of process.

Address of Developer is as follows:

Gatway Properties  
4590 MacArthur Blvd., Suite 500  
Newport Beach, CA 92660  
Attn: General Partner

Address of City is as follows:

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

19. Developer's Proposal. The Rehabilitation of the Property vested by this Agreement shall conform to Developer's project description summary for the Rehabilitation, attached hereto as Exhibit "C". In the event of any inconsistency between terms of the project description summary and this Agreement, this Agreement shall govern.

20. Licenses, Permits, Fees, and Assessments. At its sole expense, Developer shall obtain all licenses, permits, and approvals as may be required by this Agreement, or by the nature of the Rehabilitation of the Property.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. Successor's Interest. The provisions of this Agreement shall be binding upon and inure to successors in interest of the Parties and shall be specifically binding upon any owners of an interest in the Property.
23. Authority to Execute. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.
24. Indemnification. Developer agrees to protect, defend, and hold harmless City and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for bodily injury or death of any person, or damage to property, or interference with use of property, directly attributable to negligent acts or omissions, or willful misconduct, in the performance of the Agreement by Developer, Developer's agents, officers or employees, and subcontractors hired by Developer.
25. Modification. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by City and Developer.
26. Inconsistencies. Nothing in this Agreement shall limit or impair the Garden Grove Agency for Community Development's and Developer's obligations under the Owner Participation Agreement.
27. Termination Of Agreement. In the event that Developer shall terminate the Owner Participation Agreement as permitted therein, this Agreement shall also terminate effective as of that same date. At the time of termination of this Agreement, whether pursuant to the provisions of this Section or in any other manner, City agrees to execute, acknowledge and provide a quit claim of its rights hereunder in a form suitable for recording within ten (10) days after Developer's request therefor, and shall further cooperate in clearing the encumbrance of this Agreement from title to the Property as reasonably may be requested by Developer.
28. Right To Cure. A Party claiming a default pursuant to this Agreement shall give written notice of default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in default (i) if such Party cures such default within thirty (30) days of receipt of such notice, or (ii) if the default cannot reasonably be cured within such thirty day period, such other Party within thirty (30) days from receipt of such notice immediately, with due diligence, commences



to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with diligence.

29. Attorneys' Fees. In any action between the parties, including an arbitration or a reference conducted pursuant to Section 638 et seq. of the California Code of Civil Procedure, to interpret, enforce, reform, modify, rescind, or otherwise take action in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees. Such fees, costs and expenses shall include fees, costs and expenses incurred on appeal or in collection of any judgments. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

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

ATTEST

*Quinn Amis*  
CITY CLERK  
Date: 12-21-98

APPROVED AS TO FORM:

*J. Shaw*  
Garden Grove City Attorney  
Date: 11/23/98

"CITY"

CITY OF GARDEN GROVE,  
a municipal corporation

By: *[Signature]*

"DEVELOPER"

GATWAY PROPERTIES,  
a California limited partnership

By: North American Office & Hotel Management  
Corporation, a California corporation  
Its General Partner

By: *Robert C. Henner*  
Its: *President + Secretary*

EXHIBIT "A"  
LEGAL DESCRIPTION  
THAT REAL PROPERTY LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF  
ORANGE, CITY OF GARDEN GROVE, DESCRIBED AS FOLLOWS:

Lots 1, 2, 3 and 9 of Tract Map 12084, recorded at Book 520, pages 7-12 in the Official Records of Orange County, California (assessor parcel numbers AP-223-171-05 through -08, inclusive and AP-223-171-10 through -12, inclusive)

EXHIBIT "B"

RESERVATION OF EASEMENTS OR  
DEDICATION OF PROPERTY

NONE

**EXHIBIT "C"**  
**Description of Rehabilitation**  
**(Scope of Project)**

The Rehabilitation (as defined in this Agreement) shall include the following and shall be completed in accordance with the stated terms and conditions. All costs associated with planning, designing and constructing the items outlined below shall be the sole responsibility of the Developer. Terms capitalized in this Exhibit "C" have the same meaning as ascribed thereto in the Agreement to which this Exhibit is appended.

Building Improvements: "Building Improvements" included in the Rehabilitation consist of the following:

1. Conversion of the existing 10-story office building located at 300 Plaza Alicante (referred to hereafter in this Exhibit as the "Office/Suites Hotel Building") to a 10-story, all suites, hotel of approximately 279 suites, but in any event not less than 261 suites, and all such suites shall meet the facility requirements as set forth in the Operating Covenant attached to the Owner Participation Agreement as its Attachment No. 2. The hard construction cost incurred by Developer for the conversion shall be approximately \$19 million, but not less than \$18 million, inclusive of expenditures for demolition, fixtures, furnishings and equipment, interest and loan fees. The fixtures, furnishings and equipment installed and constructed shall have an approximate cost of \$4 million, but not less than \$3.8 million.
2. Remodel of the lobby area within the atrium that connects the existing hotel building at 100 Alicante (referred to hereafter in this Exhibit as the "Existing Hotel Building") and the Office/Suites Hotel Building. The remodel shall include the refurbishment of the existing lounge and bar consistent with a new theme, installation of new floor and wall coverings, landscape and hardscape features, furniture, and lights. The construction budget for the remodeling of the lobby area and installation of new fixtures, furnishings and equipment shall be not less than \$400,000.
3. Roof repair (performed on the Existing Hotel Building, the Office/Suites Hotel Building and the associated atrium), window washing equipment for the Existing Hotel Building, the Office/Suites Hotel Building and the atrium, and ceiling/structural painting and window seals, all at an estimated cost of approximately \$1 million as verified by inspections performed from time to time by City staff.
4. The upgrading of the existing fire alarm system installed in the building at the Site, so as to minimize the false alarm rate.
5. Construction or complete renovation of an outdoor pool and deck area at a cost not less than One Hundred Fifty Thousand Dollars (\$150,000)

Special Project Improvements. "Special Project Improvements" included in the Rehabilitation consist of the following:

1. New sidewalk, landscape and lighting improvements along Harbor Boulevard and Chapman Avenue per EDAWS plans dated November 11, 1998;
2. Construction of a new monument style project identification sign at the corner of Harbor Boulevard and Chapman Avenue consistent with the City's design plan.
3. Lighting improvements consistent with the City's design concepts for "Harbor Lights", as such design concepts may be adopted as an official policy of the City.

City acknowledges that pursuant to the Owner Participation Agreement, (i) Developer and the Garden Grove Agency for Community Development (the "Agency") shall mutually agree upon the specific details (including budgets) for the Special Project Improvements, (ii) Developer's contribution to the Special Project Improvements shall not exceed \$150,000, and (iii) the Agency shall be responsible for costs of the Special Project Improvements in excess of \$150,000.

Special Provisions: Special provisions applicable to the Rehabilitation consist of the following:

1. Developer is responsible for the payment of all fees imposed for the Rehabilitation as set forth in Exhibit "D" of this Development Agreement.

EXHIBIT "D"

CITY'S APPLICABLE FEE SCHEDULE

EXHIBIT "E"  
SPECIAL CONDITIONS OF APPROVAL

NONE



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

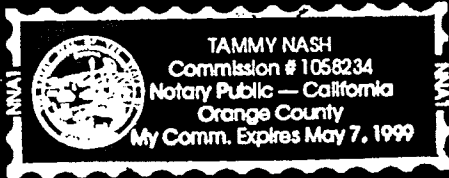
State of California

County of Orange

On November 23, 1998 before me, Tammy Nash Notary  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert C. Geniere  
Name(s) of Signer(s)

personally known to me – OR –  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.



WITNESS my hand and official seal.

Tammy Nash  
Signature of Notary Public

**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: Development Agreement

Document Date: 11/98 Number of Pages: 9 plus exhibits

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Orange } ss.

On January 7, 1999, before me, Priscilla Stierstorfer,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Beth E. Smith & Bruce Broadwaters,  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Priscilla Stierstorfer  
Signature of Notary Public

Place Notary Seal Above

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

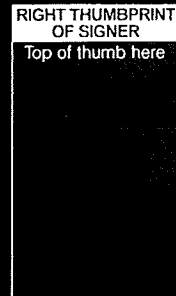
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Recording Requested By

CITY OF GARDEN GROVE

AND WHEN RECORDED MAIL TO

City of Garden Grove

P. O. Box 3070

Garden Grove, CA 92842

Attn: Real Property Office

Parcel --)

Portion of 233-171-15  
ASSESSOR PARCEL NUMBER

This is to certify that this document covers City Business within  
the meaning of Section 6103 of the Government Code.

City Clerk's No. \_\_\_\_\_

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

## STREET DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MBP LAND, LLC, a California limited liability company

*does hereby GRANT to the CITY OF GARDEN GROVE, a municipal corporation, an easement for public street and highway purposes in, on and over the real property in the City of Garden Grove, County of Orange, State of California, described as*

THE EAST 11.00 FEET OF LOT 6 OF TRACT NO. 12084, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 520, PAGES 7 TO 12 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

TO BE KNOWN AS HARBOR BOULEVARD

*It is understood that each undersigned grantor grants only that portion of the above described land in which said grantor has an interest.*

Dated \_\_\_\_\_

MBP, LAND, LLC, a California  
limited liability company

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ }

S.S.

On \_\_\_\_\_ before

me,

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

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

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

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

\_\_\_\_\_ a Notary Public in and for said County and State, personally appeared

\_\_\_\_\_ personally known to me (or 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.

FOR NOTARY SEAL OR STAMP

WITNESS my hand and official seal

Signature \_\_\_\_\_