

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerks Office)
City of Garden Grove)
11222 Acacia Parkway)
Garden Grove, CA 92840)
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Recorded in Official Records, County of Orange
Darlene Bloom, Interim Clerk-Recorder

NO FEE

20020613395 10:32am 07/24/02

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(Space above for Recorder.)

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

Dated: July 16, 2002

DEVELOPMENT AGREEMENT

**Charles Turner
Joy Turner**

**SITE PLAN NO. SP-306-02
CONDITIONAL USE PERMIT NO. CUP-594-02**

THIS AGREEMENT is made this 9th day of July, 2002 by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and Charles Turner and Joy Turner ("DEVELOPER/PROPERTY OWNER")

RECITALS

The following recitals are a substantive part of this Agreement:

1. CITY and DEVELOPER/PROPERTY OWNER desire to enter into this DEVELOPMENT AGREEMENT for the construction of a 12,296 square foot private school building, located on the south side of Belgrave Avenue, west of Valley View Street, Parcel No. 224-243-13.
2. DEVELOPER/PROPERTY OWNER is qualified by virtue of experience, training, education and expertise to accomplish the requirements listed herein to the satisfaction of the City.
3. The PROJECT is a development requiring certain discretionary approvals by the CITY before it may be constructed.

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4. The CITY's Planning Commission approved Site Plan No. SP-306-02 and Conditional Use Permit No. CUP-594-02, on May 2, 2002, conditioned upon the DEVELOPER/PROPERTY OWNER entering into a Development Agreement.
5. Government Code Section 65864 et seq. provides the authority for CITY to enter into binding development agreements with a developer having a legal and equitable interest in real property.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. DURATION. This Agreement and land use entitlements described in section 2 shall expire four (4) years from its effective date, unless any duty specified remains executory, in which case this Agreement may be renewed for successive one year terms at discretion of CITY, pursuant to law, until all duties are performed. This renewal shall not unreasonably be withheld.
2. Permitted Uses/Land Use Entitlements. The following use is permitted at the PROJECT: 12,296 square foot private school building. The project has been granted the following land use entitlements: Site Plan No. SP-306-02 and Conditional Use Permit No. CUP-594-02.
3. Density/Intensity. The density or intensity of this project is as follows: A two-story 12,296 square foot private school building.
4. Maximum Height and Building Size. The maximum height and building size are as follows: The maximum building size is 12,296 square feet. Maximum building height shall be 27-feet, 4 inches.
5. Reservation or Dedication. The reservation of easements or dedication of property to the City to allow the construction of the proposed facility as shown on the approved Site Plan.
6. Improvements. The improvements described in Resolution No. 5281 shall be constructed prior to the occupancy of any portion of the new building.
7. Scope of Project. The Project shall consist of a 12,296 square foot private school building.
8. Resolution/Material Terms. All conditions of approval as per Resolution No 5281 attached hereto and incorporated herein as Exhibit "1," are material terms of this Agreement. Breach of any condition of approval shall be deemed to be a breach of this Development Agreement.
9. Reimbursement. DEVELOPER/PROPERTY OWNER shall pay CITY as follows:

- 9.1 Amount. 1% of the building permit valuation.
- 9.2 Not to Exceed. Payment under this Agreement shall not exceed \$10,250.00
10. Records of Expenses. DEVELOPER/PROPERTY OWNER shall keep records in which complete and correct entries will be made of construction costs. These records will be available to CITY.
11. City Agreement. CITY agrees that 1% of the building permit valuation, not to exceed \$10,250.00, will reimburse CITY for the cost of certain CITY services required by the proposed development that are not otherwise being reimbursed to CITY.
12. Payment Due Date. The reimbursement amount shall be due and payable prior to the issuance of a building permit for the PROJECT.
13. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
- A. Failure of Developer to perform any of the provisions of this Agreement, or
 - B. Mutual agreement of the parties.
14. Periodic Review. CITY shall review DEVELOPER/PROPERTY OWNER'S performance every twelve (12) months at the anniversary of the adoption of this Agreement. DEVELOPER/PROPERTY OWNER 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/PROPERTY OWNER has not complied in good faith with terms or conditions of this Agreement, CITY may terminate the Agreement. This review shall be conducted by the Director of Community Development Department.
15. City Discretion. CITY retains its right and discretion, under all applicable Codes, to approve or disapprove any item related to this PROJECT which it has not specifically agreed to via this Agreement. DEVELOPER/PROPERTY OWNER acknowledges that it shall comply with all CITY requirements for applications and permits of any nature and that this Agreement does not relieve DEVELOPER/PROPERTY OWNER of the necessity of filing appropriate applications and permits.
16. Improvement Schedule. The following improvements shall be constructed by the stated dates: All repairs and improvements to the public right-of-way required in Planning Commission Resolution No. 5281 shall be completed prior to the issuance of any certificates of occupancy or release of any public utilities for the new building.
17. Developer Breach. Failure of DEVELOPER/PROPERTY OWNER to construct improvements as specified, or to pay amounts specified in a timely fashion, shall result

in the withholding of building permits, any other permit or certificate of occupancy until the breach is remedied to satisfaction of CITY.

18. Non-Liability of Officials and Employees of the City. No official or employee of CITY shall be personally liable to DEVELOPER/PROPERTY OWNER in the event of any default or breach by CITY, or for any amount which will become due to DEVELOPER/PROPERTY OWNER, or any obligation under the terms of this Agreement.
19. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - A. Address of DEVELOPER/PROPERTY OWNER is as follows:
Charles and Joy Turner
17583 Oak Street
Fountain Valley, CA 92708
 - B. Address of CITY is as follows:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
20. DEVELOPER'S Proposal. The Project shall include DEVELOPER/PROPERTY OWNER's proposal, as modified by Planning Commission and City Council including all conditions of approval contained in Planning Commission Resolution No. 5281, which shall be incorporated herein by this reference. In the event of any inconsistency between terms of the proposal and this Agreement, this Agreement shall govern.
21. Licenses, Permits, Fees, and Assessments. At its sole expense, DEVELOPER/PROPERTY OWNER shall obtain all licenses, permits, and approvals as may be required by this Agreement, or by the nature of the PROJECT.
22. Time of Essence. Time is of the essence in the performance of this Agreement.
23. 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 future lessees or other owners of an interest in PROPERTY.
24. 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.
25. Indemnification. DEVELOPER/PROPERTY OWNER agrees to protect, defend, and hold harmless CITY and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or

interference with use of property, arising out of, or in any way connected with performance of the Agreement by DEVELOPER/PROPERTY OWNER, DEVELOPER/PROPERTY OWNER'S agents, officers or employees, subcontractors hired by DEVELOPER.

26. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and DEVELOPER/PROPERTY OWNER.

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


Date: 7-15-02

"CITY"
CITY OF GARDEN GROVE

BY



ATTEST:


CITY CLERK
DATE: 7-15-02

"DEVELOPER/PROPERTY OWNER"

Charles Turner
Joy Turner

By: Charles Turner
Joy M. Turner

Its:

Date: 5/28/02
(Signature must be notarized.)

APPROVED AS TO FORM:


Garden Grove City Attorney

Date: 6/3/02

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

State of California

County of Orange

On 5/28/02 before me, Brett L. Nodelman, Notary Public
DATE NAME, TITLE OF OFFICER, E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Charles C. Turner + Joy M. Turner
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.

Brett L. Nodelman
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE