

## AGREEMENT BIBLIOGRAPHY

Name of Firm:	JGK Garden Grove, LP
Service Provided:	Subdivision Improvement Agreement
Date Approved by City Council:	01 22 2008
Start Date:	01 22 2008
End Date:	N/A
Amount of Contract:	N/A
Comments:	12753 Garden Grove Blvd. Final Parcel Map No. 2004-291 Planning Resolution No. 5480
Insurance Expiration:	N/A
Date Archived:	

City Council Minutes  
January 22, 2008

FINAL PARCEL MAP NO. 2004-291 FOR PROPERTY LOCATED AT 12753  
GARDEN GROVE BOULEVARD ((F: 118 PM 2004-291)) (XR: 24.11)

Staff report dated January 22, 2008, was introduced.

It was moved by Council Member Broadwater, seconded by Council Member Rosen, and carried by unanimous vote, that the Final Parcel Map No. 2004-291 for property located 12753 Garden Grove Boulevard, be and hereby is approved.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Keith Jones

From: Kathy Bailor

Dept. Public Works/Engineering

Dept: City Manager

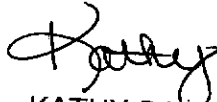
Subject: FINAL PARCEL MAP NO. 2004-291

Date: November 3, 2009

On January 22, 2008, the City Council approved Parcel Map No. PM.2004-291. (Please see the attached minutes from that meeting.) To date, the Clerk's Office has not received the additional proof of insurance and Risk Management's approval of insurance, and the file is incomplete.

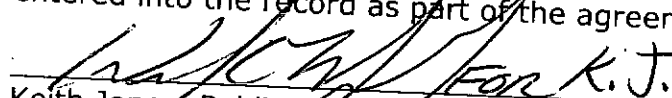
If you determine that the additional proof of insurance and Risk Management's approval of insurance will not be pursued, please sign the statement below and return to the Clerk's Office.

If you have any questions, please call Kathy at x5035.

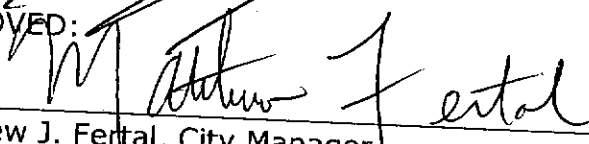
  
KATHY BAILOR  
City Clerk

Attachment

I declare that the requirements of the attached agreement have been met; no further action is necessary to pursue obtaining the aforementioned additional proof of insurance and Risk Management's approval of insurance; and this statement should be entered into the record as part of the agreement.

  
Keith Jones, Public Works Director

Date: 11/24/09

APPROVED:   
Matthew J. Fertal, City Manager

Date: 12-1-09

Reminder memos history:

January 29, 2008  
March 6, 2008  
April 28, 2008  
June 24, 2008

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew Fertal

From: Keith G. Jones

Dept: City Manager

Dept: Public Works

Subject: CONSIDERATION OF FINAL PARCEL MAP  
NO. 2004-291

Date: January 22, 2008

**OBJECTIVE**

To receive City Council approval for Final Parcel Map No. 2004-291.

**BACKGROUND**

On February 3, 2005 the owner JCK Garden Grove L.P., a California Limited partnership received Planning Commission approval of Tentative Parcel Map No. 2004-291. A copy of Planning Commission Resolution No. 5480 is attached.

**DISCUSSION**

The proposed Parcel Map No. 2004-291 is located at 12753 Garden Grove Boulevard and includes the consolidation of four existing parcels a total of 1.67 acres of land in to one lot. The purpose of this subdivision is to construct 93 senior apartment units.

The appropriate vehicular access and subsurface water rights to Garden Grove Boulevard have been released and/or relinquished. Attached subdivision agreement and bonds guarantee for the construction of on-site grading, and off-site improvements including but not limited to public sidewalk, driveway approach, sewer, water and storm drain system.

Staff has reviewed all documentation relating to this subdivision regarding City Ordinances and the Subdivision Map Act, and finds this map to be in compliance.

**FINANCIAL IMPACT**

There is no financial impact to the City by this action.

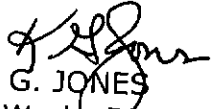
**COMMUNITY VISION IMPLEMENTATION**

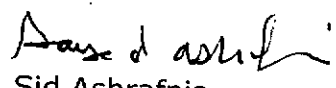
This project is consistent with the community vision for ensuring the compatibility between new and existing subdivisions.

RECOMMENDATION

It is recommended that City Council:

- Approve Final Parcel Map No. 2004-291

  
KEITH G. JONES  
Public Works Director

  
By: Sid Ashrafnia  
Associate Civil Engineer

**Recommended for Approval**

  
Matthew Fertal  
City Manager

Attachments:

1. Planning Commission Resolution No. 5480
2. Subdivision Agreements and Bonds
3. Final Parcel Map No. 2004-291

## RESOLUTION NO. 5480

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE ADOPTING A NEGATIVE DECLARATION AND APPROVING SITE PLAN NO. SP-362-05, TENTATIVE PARCEL MAP NO. PM-2004-291, AND VARIANCE NO. V-122-05, FOR PROPERTY LOCATED ON THE NORTH SIDE OF GARDEN GROVE BOULEVARD WEST OF SUNGROVE STREET AT 12753 TO 12781 GARDEN GROVE BOULEVARD, PARCEL NUMBERS 231-574-19, 20, 21, AND 22.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on February 3, 2005, hereby approves Site Plan No. SP-362-05, Tentative Parcel Map No. PM-2004-291, and Variance No. V-122-05.

BE IT FURTHER RESOLVED that the Planning Commission has considered the proposed Negative Declaration together with comments received during the public review process. The record of proceedings on which the Planning Commission's decision is based on is located at the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, California. The custodian of the record of proceedings is the City Clerk. The Planning Commission finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project will have a significant effect on the environment. The Planning Commission adopts the Negative Declaration including a finding of a de minimis impact on fish and wildlife resources.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-362-05, Tentative Parcel Map No. PM-2004-291, and Variance No. V-122-05, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Scott Gerrity, ACP Management.
2. The applicant is requesting amend the General Plan Land Use designation by changing the current designation to Community Residential, rezoning the site to Planned Unit Development, Site Plan approval in order to construct 93 senior apartment units, Tentative Parcel Map approval to consolidate the site into one lot, and Variance approval to deviate from the minimum lot size for a residential PUD. A Development Agreement is also proposed.
3. The Community Development Department has prepared a Negative Declaration for the project, that concludes that the proposed project will not have a significant adverse effect on the environment; and was prepared and circulated in accordance with applicable law, including the California Environmental Quality Act, Public Resources Code of Regulations Section 21000 et. seq., and the CEQA Guidelines, 14 California Code of Regulations section 15000 et. seq.; and includes conditions of approval listed as "Exhibit A" of this Resolution. Also the Planning Commission finds a de minimis impact in relation to fish and wildlife resources.
4. The property has a General Plan Land Use designation of Mixed Use and is currently zoned HCSP-OP (Harbor Corridor Specific Plan Office Professional).

The site is improved with commercial buildings that have occupied the site for over 30 years.

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 February 3, 2005, 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 February 3, 2005; 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, Land Use Actions, are as follows:

FACTS:

The site is improved with older commercial buildings and have occupied this site for over 30 years.

The site consists of four parcels of land having a combined area 1.67 acres of land.

Approval of the Site Plan, Tentative Parcel Map and Variance in conjunction with General Plan Amendment No. GPA-1-05 (B), and Planned Unit Development No. PUD-106-05 would facilitate the development of the site with 93 senior apartment units.

The Site Plan No. SP-362-05, Tentative Parcel Map No. PM-2004-291, and Variance No. V-122-05 are being processed in conjunction with General Plan Amendment No. GPA-1-05 (B), Planned Unit Development No. PUD-106-05, and a Development Agreement.

The property to the east of the subject site is improved with a senior housing facility and the property to the west is approved for a senior housing development. Both of these properties have a General Plan designation of Community Residential and are zoned PUD Residential to accommodate senior housing.

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 Site Plan is designed within the parameters of a PUD zone for senior apartment units, with the exception of the requested Variance deviation. The site provides landscape setbacks along the street frontage, ingress and egress from a major arterial street, a recreation area, parking, and meets other development-related requirements such as Community Residential density and lot coverage.

2. The proposed 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 City's Departments, including Traffic Engineering Division, Fire Department, and Planning Division, have reviewed the plan and all appropriate conditions of approval and mitigation measures will be applied that will minimize any adverse impacts to surrounding streets. The development provides sufficient off-street parking spaces for a senior housing residential development.

3. The development, as proposed, will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels.

The streets in the area will be adequate to accommodate the development once the developer provides the necessary improvements for the project. Utilities and drainage channels in the area are existing and adequate to accommodate the development. The proposed development will provide landscaping and proper grading of the site, thereby, improving drainage in the area.

4. The development does have a reasonable degree of physical, functional, and visual compatibility with neighboring uses and desirable neighborhood characteristics.

The development is consistent with the surrounding area. The site is bounded on the east with a senior housing development, to the north with single family residences, on the west with vacant commercial building slated for removal and the site to be improved with a senior housing apartment development, and to the south across Garden Grove Boulevard is improved with commercial and office developments. The adjoining properties to the east and west have the



same General Plan and Zoning designation as being proposed on the subject site. The design of the proposed development will ensure a reasonable degree of compatibility with adjacent developments. This is achieved through the building's architectural style, building setbacks, building height, and landscaping.

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

The project has been designed in accordance with City Code provisions for providing an adequate amount of public and private open spaces. Through the conditions of approval for the project, the necessary agreements for the protection and maintenance of private areas reserved for common use will be achieved.

TENTATIVE PARCEL MAP:

1. The map is consistent with the Garden Grove General Plan, which encourages land subdivision in order to facilitate new development. The parcel is adequate in size and shape to accommodate the proposed future development of the site.
2. The design and improvements of the proposed one-lot subdivision is consistent with the zoning, Title 9 of the Garden Grove Municipal Code, and the General Plan provisions for location, proximity to similar uses, lot width and overall depth.
3. The site is physically suitable for the existing as well as the proposed development and complies with the spirit and intent of a Planned Unit Development and Title 9 of the City's Municipal Code.
4. The project will not have a significant adverse effect on the environment; therefore, the City of Garden Grove hereby adopts a Negative Declaration of Environmental Impact pursuant to the California Environmental Quality Act.
5. The design of the subdivision and the proposed improvements are not likely to cause public health problems. The conditions of approval for on- and off-site improvements will safeguard the public health.
6. The design of the one-lot subdivision and the proposed improvements will not conflict with easements of record or easements established by court judgment acquired by the public-at-large for access through or use of property within the subdivision; if such easements exist, then alternate easements for access

or for use will be provided and these will be substantially equivalent to the ones previously acquired by the public.

7. The design and improvements of the one-lot subdivision are suitable for the existing site improvements as well as the proposed senior apartment housing development on the site, and the one-lot subdivision can be developed in compliance with the applicable zoning regulations.

VARIANCE FINDINGS AND REASONS:

Finding: There are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to other property or classes of use in the same vicinity or zone.

Reason: The City's General Plan encourages the development of affordable senior housing. With the City not having adopted development standards for the implementation of the Community Residential Land Use designation, which was created for senior type housing, the PUD is a mechanism to provide zoning criteria for this project. The limited size of the site combined with the type of development prevents the applicant from meeting all of the required development standards typically created for an apartment project. In addition, the acquisition of additional land to meet the residential PUD standard of three (3) acres is not feasible. The surrounding properties are fully improved, and even though the property to the west is preparing to redevelop the property with a senior housing project, the property owner is not interested in selling the property.

Finding: The Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone but which is denied to the property in question.

Reason: The Variance is necessary in order for the property to develop with the same property rights that exists for other senior residential developments located in the City. The City has four senior housing developments developed on less than three (3) acres of land. The applicant's request is justifiable due to the limited size of the property and the need for a Variance in order to meet the requirements of Title 9 for higher density senior apartment project on land area less than three (3) acres.

Finding: The granting of such Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located.

Reason: The project will be required to comply with all applicable building and safety codes and regulations to ensure that there is not an adverse impact on public health, safety, and welfare. Furthermore, the request has been reviewed by the various City Departments in order to ensure compliance with all applicable code provisions with the exception of this Variance request. Therefore, the Variance approval will not be materially detrimental.

Finding: The granting of such Variance will not adversely affect the comprehensive General Plan.

Reason: The project complies with all applicable development standards except for the lot size. The General Plan Land Use designation of Community Residential permits the development of senior housing, convalescent homes, congregate care facilities and institutional quarters. The Community Residential designation allows for development at a density of 60 dwelling units per acre and the proposed development is within this allowed density range for senior housing. Therefore utilizing the PUD mechanism coupled with the approval of the Variance to deviate on the lot size requirement, will implement the General Plan's goal to provide for senior housing. Therefore, the General Plan is not adversely affected by this Variance request.

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, Tentative Parcel Map, and Variance possess characteristics that would indicate justification of the request in accordance with Municipal Code Section 9.24.030 (Site Plan and Variance) and Code Section 9.32.010 (Parcel Map)
2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the following conditions of approval, attached as Exhibit A, shall apply to Site Plan No. SP-362-05, Tentative Parcel Map No. PM-2004-291, and Variance No. V-122-05.

ADOPTED this 3rd day of February, 2005.

/s/ SUSAN BARRY  
TEMPORARY 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 February 3, 2005, by the following votes:

AYES:	COMMISSIONERS:	BARRY, CHI, KELLEHER, MARGOLIN
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE

/s/ JUDITH MOORE  
SECRETARY

PLEASE NOTE: Any request for court review of this decision must be filed within 90 days of the date this decision was final (See Code of Civil Procedure Section 1094.6).

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is February 24, 2005.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

ss.

On April 17, 2007 before me, Vasiliki Vicky Papoulas

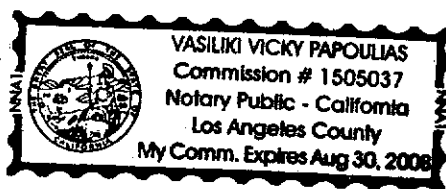
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James G. Kallins and George J. Kallins

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.

Vasiliki Vicky Papoulas  
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: \_\_\_\_\_

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: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# JGK Garden Grove, LP

April 25, 2007

Dan Candelaria  
City of Garden Grove  
11222 Acacia Blvd  
Garden Grove, CA 92842

RE: Side Letter of Agreement

Dear Dan:

This Side Letter of Agreement, when executed, will be incorporated into and along with the Subdivision Improvement Agreement dated April 17, 2007 for Parcel Map No. 2004-291, with the Subdivider: JGK Garden Grove, LP.

Both the City of Garden Grove and JGK Garden Grove, LP (hereinafter the "Parties") acknowledge that the Subdivision Improvement Agreement referenced above is in full force and effect. The Parties additionally acknowledge that in lieu of the Performance and Labor and Material Bonds that are required under the Subdivision Improvement Agreement, the City of Garden Grove shall accept a letter of credit in the amount of \$140,000 from Wells Fargo Bank AND a cash deposit in the amount of \$70,000.

Upon the completion of the improvements outlined in Exhibit "A" of the Subdivision Improvement Agreement, the City of Garden Grove shall release the Letter of Credit with Wells Fargo, and refund the cash deposit of \$70,000 to JGK Garden Grove, LP.

Upon the expiration of the Letter of Credit with Wells Fargo Bank, the City of Garden Grove may, at its discretion, require JGK Garden Grove, LP to renew the Letter of Credit or cause to be issued an additional Letter of credit from Wells Fargo Bank.

This agreement shall be incorporated into the Subdivision Improvement Agreement referenced above and has been agreed to by both Parties. In Witness Whereof, these parties have executed this Agreement on the day and year shown below.

Date:

4/25/07

City of Garden Grove

By:

Dan Candelaria

Date:

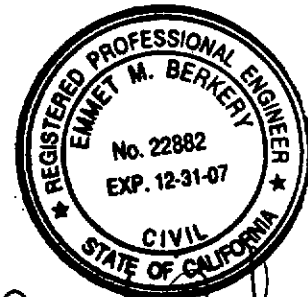
4/25/07

JGK Garden Grove, LP

By:

By: George Kallins, President and CEO of American  
California Property Management, Partner and Authorized  
Signatory for JGK Garden Grove, LP

Garden Grove Senior Apartments  
12753-12781 Garden Grove Boulevard  
4/2/2007



## EXHIBIT "A" PERFORMANCE BOND

Estimated Construction Cost

*Emmet Berkery*

### OFF-SITE IMPROVEMENTS

No.	Item	Quantity	Unit	Unit Price	Cost
1	Remove Curb & Gutter	177	LF	\$7.00	\$1,239
2	Remove ex. Paving	1,593	Sf	\$3.00	\$4,779
3	Const. 4" AC/ 8" CMB	1,593	SF	\$3.00	\$4,779
4	Const. C-8 Curb & gutter	531	LF	\$20.00	\$10,620
5	Const. Sidewalk	2,010	SF	\$4.00	\$8,040
6	Const. Driveway Appr.	400	SF	\$10.00	\$4,000
7	Const. 10"X6" Connection	1	EA	\$1,500.00	\$1,500
8	Const. 6" VCP Lateral	35	LF	\$6.00	\$210
9	Const. Tranch paving	100	S.F.	\$5.00	\$500
10	Const 8"X8" hot tap	2	EA	\$5,000.00	\$10,000
11	Const. 8" PVC Water Main	140	LF	\$35.00	\$4,900
12	Const. Tranch paving	650	S.F.	\$5.00	\$3,250
13	Const. 8"X 4" Tee	1	EA	\$250.00	\$250
14	Const. 4" water main & 4" service	1	EA	\$750.00	\$750
15	Const. 4" PVC water Main	22	LF	\$35.00	\$770
16	Const Fire Hydrant	1	EA	\$1,500.00	\$1,500
SUB-TOTAL I					\$57,087

### ON-SITE IMPROVEMENTS

No.	Item	Quantity	Unit	Unit Price	Cost
17	Const. 4" AC/8" CMB	9,360	S.F.	\$3.00	\$28,080
18	Const. 3" AC/6 CMB	4,670	S.F.	\$2.50	\$11,675
19	Const. Curb & Gutter	105	LF	\$7.00	\$735
	Const. Curb only	760	LF	\$6.00	\$4,560
20	Const. 6" V gutter	150	SF	\$4.00	\$600
21	Const 3' V Gutter	405	SF	\$4.00	\$1,620
22	Const 4" PCC sidewalk	2,100	S.F.	\$4.00	\$8,400
23	Const. 6" PCC decorative sidewalk	1,175	S.F.	\$6.00	\$7,050
24	Const 4"X14" rect. Pipe	45	LF	\$25.00	\$1,125
25	Const. 8" PVC area drain	140	LF	\$15.00	\$2,100
26	Const 8" cleanout	1	EA	\$25.00	\$25
27	Const. Sewer cleanout	1	EA	\$150.00	\$150
28	Const. 6" PVC sewer lateral	155	LF	\$20.00	\$3,100
29	Const cleanout per detail	2	EA	\$150.00	\$300
30	Const 4" backflow device	1	EA	\$250.00	\$250
31	Const 6" water main	10	LF	\$35.00	\$350
32	Const. Fire Hydrant	2	EA	\$1,500.00	\$3,000
33	Const. Post Indicator Valve	1	EA	\$750.00	\$750
34	Const. 4" Water Mmain	153	LF	\$25.00	\$3,825
35	Const. 8" DDC Assembly	1	EA	\$5,000.00	\$5,000
SUB-TOTAL II					\$82,695

Total Estimated Construction Cost

\$139,782

Use \$ 140,000 for bonding

100% LUMP SUM FOR PERFORMANCE BOND AMOUNT

\$140,000.00

# Garden Grove Senior Apartments

12753-12781 Garden Grove Boulevard  
4/2/2007

## EXHIBIT "B" Material Bond

Estimated Construction Cost

### OFF-SITE IMPROVEMENTS

No.	Item	Quantity	Unit	Unit Price	Cost
1	Remove Curb & Gutter	177	LF	\$7.00	\$1,239
2	Remove ex. Paving	1,593	Sf	\$3.00	\$4,779
3	Const. 4" AC/ 8" CMB	1,593	SF	\$3.00	\$4,779
4	Const. C-8 Curb & gutter	531	LF	\$20.00	\$10,620
5	Const. Sidewalk	2,010	SF	\$4.00	\$8,040
6	Const. Driveway Appr.	400	SF	\$10.00	\$4,000
7	Const. 10"X6" Connection	1	EA	\$1,500.00	\$1,500
8	Const. 6" VCP Lateral	35	LF	\$6.00	\$210
9	Const. Tranch paving	100	S.F.	\$5.00	\$500
10	Const 8"X8" hot tap	2	EA	\$5,000.00	\$10,000
11	Const. 8" PVC Water Main	140	LF	\$35.00	\$4,900
12	Const. Tranch paving	650	S.F.	\$5.00	\$3,250
13	Const. 8"X 4" Tee	1	EA	\$250.00	\$250
14	Const. 4" water main & 4" service	1	EA	\$750.00	\$750
15	Const. 4" PVC water Main	22	LF	\$35.00	\$770
16	Const Fire Hydrant	1	EA	\$1,500.00	\$1,500
SUB-TOTAL I					\$57,087

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18	Const. 3" AC/6 CMB	4,670	S.F.	\$2.50	\$11,675
19	Const. Curb & Gutter	105	LF	\$7.00	\$735
	Const. Curb only	760	LF	\$6.00	\$4,560
20	Const. 6" V gutter	150	SF	\$4.00	\$600
21	Const 3' V Gutter	405	SF	\$4.00	\$1,620
22	Const 4" PCC sidewalk	2,100	S.F.	\$4.00	\$8,400
23	Const. 6" PCC decrative sidewalk	1,175	S.F.	\$6.00	\$7,050
24	Const 4"X14" rect. Pipe	45	LF	\$25.00	\$1,125
25	Const. 8" PVC area drain	140	LF	\$15.00	\$2,100
26	Const 8" cleanout	1	EA	\$25.00	\$25
27	Const. Sewer cleanout	1	EA	\$150.00	\$150
28	Const. 6" PVC sewer lateral	155	LF	\$20.00	\$3,100
29	Const cleanout per detail	2	EA	\$150.00	\$300
30	Const 4" backflow device	1	EA	\$250.00	\$250
31	Const 6" water main	10	LF	\$35.00	\$350
32	Const. Fire Hydrant	2	EA	\$1,500.00	\$3,000
33	Const. Post Indicator Valve	1	EA	\$750.00	\$750
34	Const. 4" Water Mmain	153	LF	\$25.00	\$3,825
35	Const. 8" DDC Assembly	1	EA	\$5,000.00	\$5,000
SUB-TOTAL II					\$82,695

Total Estimated Construction Cost

\$139,782

Use \$ 140,000 for bonding

50% LUMP SUM FOR MATERIAL BOND AMOUNT

**\$70,000.00**



## SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVIDER: JGK GARDEN GROVE, LP

PARCEL MAP NO. 2004-291

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and JGK Garden Grove, LP, a California Limited Partnership ("SUBDIVIDER"). CITY and SUBDIVIDER are sometime referred to herein individually as the "Party" or collectively as the "Parties."

**RECITALS:**

The following recitals are a substantive part of this Agreement:

1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Parcel Map No. 2004-291 ("Project"), subject to certain conditions of approval for the development of the Project ("Conditions of Approval").
2. As a condition precedent to the approval of the Final Parcel Map by CITY, SUBDIVIDER is required to construct, install and/or offer for dedication to CITY certain streets, highways, easements, infrastructure improvements and/or parcels of land intended for public use.
3. SUBDIVIDER, by the Final Parcel Map, has offered for dedication to CITY certain streets, easements, property, and infrastructure improvements.
4. CITY desires to accept the dedications of such streets, easements, property, and other improvements as shown on the Final Parcel Map, and certain other improvements described in this Agreement.
5. SUBDIVIDER has delivered to CITY and CITY has approved plans and specifications and related documents for certain "Improvements" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Project.
6. SUBDIVIDER has requested approval of the Final Parcel Map prior to completion of all of the Improvements required by CITY.
7. To assure CITY that SUBDIVIDER will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.
8. SUBDIVIDER's agreement to construct and install the Improvements pursuant to this Agreement and its offer of dedication of the streets, easements, and other improvements, as shown on the Final Parcel Map, are a material consideration to CITY in approving the Final Parcel Map and permitting development of the Project to proceed.

9. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 et seq.) and the ordinances, rules, regulations, and determinations of the CITY.

### **AGREEMENT**

NOW THEREFORE, based on the foregoing Recitals, which are incorporated herein by reference, and in consideration of the CITY's approving the Final Parcel Map and permitting development of the Project to proceed, CITY's acceptance of the streets, easement, and other improvements offered for dedication by SUBDIVIDER, and the mutual promises contained herein, the Parties mutually agree as follows:

1. **Improvements.** SUBDIVIDER, at his or her sole expense, agrees to construct and install, as applicable, the street, sidewalks, drainage, domestic water, sanitary sewer, and other improvements (herein sometimes collectively referred to as the "Improvements") required to be constructed or agreed to be constructed as a condition precedent to the approval of the Final Parcel Map and acceptance of such streets and easements, as expressly shown on (1) the Improvement Lists attached hereto at Exhibit "A" and Exhibit "B" and incorporated herein, and/or (2) the approved Project Improvement Plans on file with CITY and/or subsequently approved or revised by CITY and SUBDIVIDER (the "Improvement Plans"). The estimated construction cost for the Improvements is \$140,000.00.
2. **Security.** To secure the faithful performance of each improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each improvement required, SUBDIVIDER shall provide CITY, prior to the execution of this Agreement by CITY, with the following bonds:

Improvement	Type of Bond	Amount
100% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1163, as described on the attached exhibit "A"	Faithful Performance	\$140,000.00
50% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1163, as described on the attached exhibit "B"	Labor & Material	\$70,000.00

The bonds shall be executed on CITY forms by a surety authorized to do business in the State of California and shall be subject to approval by the City Attorney.

3. **Time for Completion.** SUBDIVIDER shall complete construction and installation of the improvements within 365 days, or such later time as approved by the CITY in writing.

4. **CITY Inspection and Acceptance.** The City Engineer or his or her duly authorized representative, upon request of SUBDIVIDER, shall inspect the improvements herein agreed to be constructed or installed by SUBDIVIDER, and, if determined to be in accordance with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans, shall recommend the acceptance of such improvements by the CITY.
5. **Changes or Alterations.** SUBDIVIDER shall perform any changes or alterations in the construction and installation of the improvements required by CITY, to the extent such changes or alterations are needed to cause the improvements to comply with the applicable CITY standards, as set forth in the Garden Grove Municipal Code, Conditions of Approval and Improvement Plans.
6. **Guarantee.** SUBDIVIDER shall guarantee such improvements for a period of one (1) year following the completion by SUBDIVIDER and acceptance by CITY against any defective work or labor done, or defective materials furnished, in the performance of work pursuant to this Agreement.
7. **Insurance Requirements.**
  - 7.1 **Insurance.** SUBDIVIDER shall not commence work under this Agreement until it has obtained all insurance required herein and this insurance has been approved by CITY as to form, amount, and carrier; nor shall SUBDIVIDER allow any contractor or subcontractor to commence work on its subcontract until all similar insurance required of the contractor or subcontractor has been obtained and approved. All insurance referred to in this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CITY in writing of any material change, cancellation, or termination at least thirty (30) days in advance.
  - 7.2 **Workers' Compensation Insurance.** During the duration of this Agreement, SUBDIVIDER shall obtain and maintain Workers' Compensation Insurance in the amount and type required by law. SUBDIVIDER shall also require all of its contractors and each of their subcontractors to provide Workers' Compensation Insurance as required by law.
  - 7.3 **Insurance Amounts.** SUBDIVIDER shall maintain, and shall require each of its contractors and each of their subcontractors, as appropriate, to maintain, the following insurance for the duration of this Agreement:
    - A. Commercial general liability insurance, for injuries to persons and property, with limits not less than \$1,000,000 combined single limit, per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be **admitted** and **licensed** in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
    - B. Automobile liability insurance, for injuries to persons and property, with limits not less than \$1,000,000 combined single limit, per occurrence and \$2,000,000 in the aggregate; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be **admitted** and **licensed** in

California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

SUBDIVIDER shall ensure that Additional Insured Endorsements shall be obtained and provided to CITY for each of the policies under Sections 7.3 (A) and (B), which designate CITY, its officers, employees, and agents as additional insureds. Each policy shall be endorsed to require 30 days advance written notice to CITY of cancellation or material modification of the policy. SUBDIVIDER shall provide to CITY proof satisfactory to CITY showing that the required insurance has been obtained prior to commencement of work. All certificates of insurance and endorsement forms must be in a form and content satisfactory to the CITY and with companies approved by the CITY.

**7.4 Indemnification.**

- A. SUBDIVIDER agrees to protect, defend, and hold harmless CITY and its officials, officers, employees and agents from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury to or death of any person, damage to property, interference with use of property, and monetary damages of any nature resulting from, arising out of, or in any way connected with performance of the Agreement by SUBDIVIDER and its agents, officers, employees, subcontractors, or independent contractors hired by SUBDIVIDER. The only exception to SUBDIVIDER'S responsibility to protect, defend, indemnify and hold harmless CITY, is due to the negligence or willful misconduct of CITY, or any of its officials, officers, employees or agents.
- B. CITY does not, and shall not waive any rights against SUBDIVIDER which it may have by reason of this hold harmless agreement. This hold harmless agreement shall apply to all liability regardless of whether or not any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBDIVIDER in the event of loss, claim, damage, or expense. The indemnification obligations of SUBDIVIDER shall survive the termination of this Agreement until all such obligations are fully and finally resolved.

**8. Default.**

- 8.1 **Remedies Not Exclusive.** In any case where this Agreement provides a specific remedy to CITY for a default by SUBDIVIDER hereunder, such remedy shall be in addition to, and not exclusive of, CITY's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.
- 8.2 **CITY Right to Perform Work.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER hereby authorizes CITY to perform such obligations twenty (20) days after mailing written Notice of Default to SUBDIVIDER at the address given below, and agrees to pay the entire cost of such performance by CITY, unless SUBDIVIDER cures such default in such twenty (20) day period, or such additional time as CITY deems reasonable in its sole discretion.

- 8.3 **Costs and Attorney's Fees.** In the event SUBDIVIDER fails to perform any obligations under this Agreement, SUBDIVIDER agrees to pay all costs and expenses reasonably incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of SUBDIVIDER's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.
9. **Non-Liability of Officials and Employees of CITY.** No member, official or employee of CITY shall be personally liable to SUBDIVIDER, or any successor in interest, in the event of any default or breach by CITY, or for any amount which may become due from CITY or its successor, or any obligation under the terms of this Agreement.
10. **Labor.**
- 10.1 **Labor Standards.** SUBDIVIDER shall be responsible for causing all contractors and subcontractors constructing or installing any of the Improvements to comply with all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. CITY makes no warranty or representation concerning whether any of the Improvements required to be constructed and/or installed pursuant to this Agreement constitute public works subject to the prevailing wage requirements.
- 10.2 **Non-Discrimination.** SUBDIVIDER covenants and agrees that there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity undertaken pursuant to this Agreement.
- 10.3 **Licensed Contractors.** SUBDIVIDER shall cause all of the Improvements to be constructed and/or installed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.
11. **Change of SUBDIVIDER.** If SUBDIVIDER ceases to have legal interest in the Project, then a notice to that effect shall be filed with CITY. The notice shall include the name and address of the new subdivider. SUBDIVIDER shall require as a condition of the transfer of the legal interest in the Project, that the new subdivider shall (1) submit new bonds in accordance with this Agreement (at which time the original bonds shall be released); (2) submit to CITY a certified copy of the recorded deed referencing the transfer of the legal interest; and (iii) require that, upon transfer, the successor subdivider undertake all of the obligations under this Agreement in lieu and in place of SUBDIVIDER. Thereafter, SUBDIVIDER shall have no further obligations to CITY under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer.

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

- 12.1 **Assignment or Delegation.** Neither CITY nor SUBDIVIDER shall assign this Agreement without the consent of the other. SUBDIVIDER shall not delegate its obligations under this Agreement to another.
- 12.2 **Independent Contractor.** It is understood and agreed that, in connection with the performance of SUBDIVIDER's obligations under this Agreement, SUBDIVIDER, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER shall act and be independent contractors and shall not be agents or employees of the CITY, and as independent contractors, shall obtain no rights to reitement benefits, or other benefits which accrue to CITY employees, and SUBDIVIDER, on behalf of itself, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER, hereby expressly waives any claim it may have to any such rights.
- 12.3 **Compliance with Law.** SUBDIVIDER shall comply with, and require all those acting on SUBDIVIDER's behalf to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 12.4 **Conflict of Interest and Reporting.** SUBDIVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12.5 **Notices.** All notices shall be personally delivered or mailed, postage prepaid, to the below-listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. If to SUBDIVIDER:  
JGK Garden Grove, LP  
15747 Woodruff Avenue  
Garden Grove, CA 90706
- B. If to CITY:  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, California 92842
- 12.6 **Licenses, Permits, Fees, and Assessments.** At its sole cost and expense, SUBDIVIDER shall obtain such license, permits, and approvals as may be required by law for the performance of SUBDIVIDER's obligations under this Agreement. SUBDIVIDER shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the obligations required under this Agreement.
- 12.7 **Time of Essence.** Time is of the essence in the performance of this Agreement.
- 12.8 **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, including all

successors and assigns to SUBDIVIDER's right, title, and interest in the property covered by the Project and any portion thereof.

- 12.9 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.
- 12.10 **Modification.** This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and SUBDIVIDER.
- 12.11 **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and SUBDIVIDER. SUBDIVIDER agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.
- 12.12 **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.
- 12.13 **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
- 12.14 **Preservation of Agreement.** Should any paragraph, clause, provision or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, provision or word construed and interpreted, and all remaining provisions shall remain valid and enforceable.
13. **Mutual Agreement.** The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SHEET 1 OF 2 SHEETS  
ACREAGE: 1.970 ACRES GROSS,  
1.871 ACRES NET  
NO. OF LOTS: 1  
ALL OF TENTATIVE PARCEL MAP NO. 2004-291  
DATE OF SURVEY: FEBRUARY, 2007

# PARCEL MAP 2004-291

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

BEING THE WEST 260.00 FEET OF THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 10 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.  
PATRICK J. SAVAGE, P.L.S. 5183  
FEBRUARY, 2007

ACCEPTED AND FILED AT THE  
REQUEST OF THE

DATE \_\_\_\_\_  
TIME \_\_\_\_\_ FEE \$ \_\_\_\_\_  
INSTRUMENT # \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
TOM DAILY  
COUNTY CLERK-RECORDER  
BY \_\_\_\_\_  
DEPUTY

## OWNERSHIP CERTIFICATE:

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

WE ALSO HEREBY DEDICATE TO THE PUBLIC FOR STREET PURPOSES:

GARDEN GROVE BOULEVARD.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE:

1. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.
2. ALL VEHICULAR ACCESS RIGHTS TO GARDEN GROVE BOULEVARD, EXCEPT AT APPROVED ACCESS LOCATIONS

JGK GARDEN GROVE L.P., A CALIFORNIA LIMITED PARTNERSHIP

*James G. Kallins*  
JAMES G. KALLINS  
OWNER

*Virginia Kallins*  
VIRGINIA KALLINS  
OWNER

## NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )

ON THIS Dec. 10, 2007, BEFORE ME, Vanille M. Papoulas PERSONALLY APPEARED James G. Kallins 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 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:

SIGNATURE Vanille M. Papoulas  
NOTARY PUBLIC IN AND FOR SAID STATE  
Commission # 1505037

MY PRINCIPAL PLACE OF BUSINESS IS  
IN Los Angeles COUNTY  
MY COMMISSION EXPIRES Aug. 30, 2008

## COUNTY SURVEYOR'S STATEMENT

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

RAYMOND L. MATHE COUNTY SURVEYOR, P.L.S. 6185  
LICENSE EXPIRATION DATE: 3/31/08

## SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(C) OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

JOHN R. FARWELL AND WIFE, HOLDERS OF OIL, GAS, AND MINERAL RIGHTS, RECORDED DECEMBER 6, 1955 IN BOOK 3305, PAGE 172 OF OFFICIAL RECORDS.

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF JGK GARDEN GROVE L.P. IN FEBRUARY, 2007. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 6 MONTHS OF THE COMPLETION OF IMPROVEMENTS, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

*Patrick J. Savage*  
PATRICK J. SAVAGE, P.L.S. 5183  
MY REGISTRATION EXPIRES JUNE 30, 2009



## CITY ENGINEER'S STATEMENT

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

WILLIAM E. MURRAY JR.  
R.C.E. 50353 EXPIRATION DATE: 12-31-07  
CITY ENGINEER OF GARDEN GROVE

## CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC SUBJECT TO IMPROVEMENTS, THE DEDICATION FOR STREET PURPOSES OF GARDEN GROVE BOULEVARD.

AND DID ALSO ACCEPT THE DEDICATION OF RIGHT TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY, AND ACCEPT THE RELINQUISHMENT OF ALL VEHICULAR ACCESS TO GARDEN GROVE BOULEVARD, EXCEPT AT APPROVED ACCESS LOCATIONS.

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

RUTH SMITH, CITY CLERK  
CITY OF GARDEN GROVE

BY:  
DEPUTY

## COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS

I HEREBY CERTIFY THAT ACCORDING TO RECORDS OF MY OFFICE THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE, AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

CHRIS W. STREET  
COUNTY TREASURER-TAX COLLECTOR

BY  
DEPUTY TREASURER-TAX COLLECTOR

DEC 13 2007



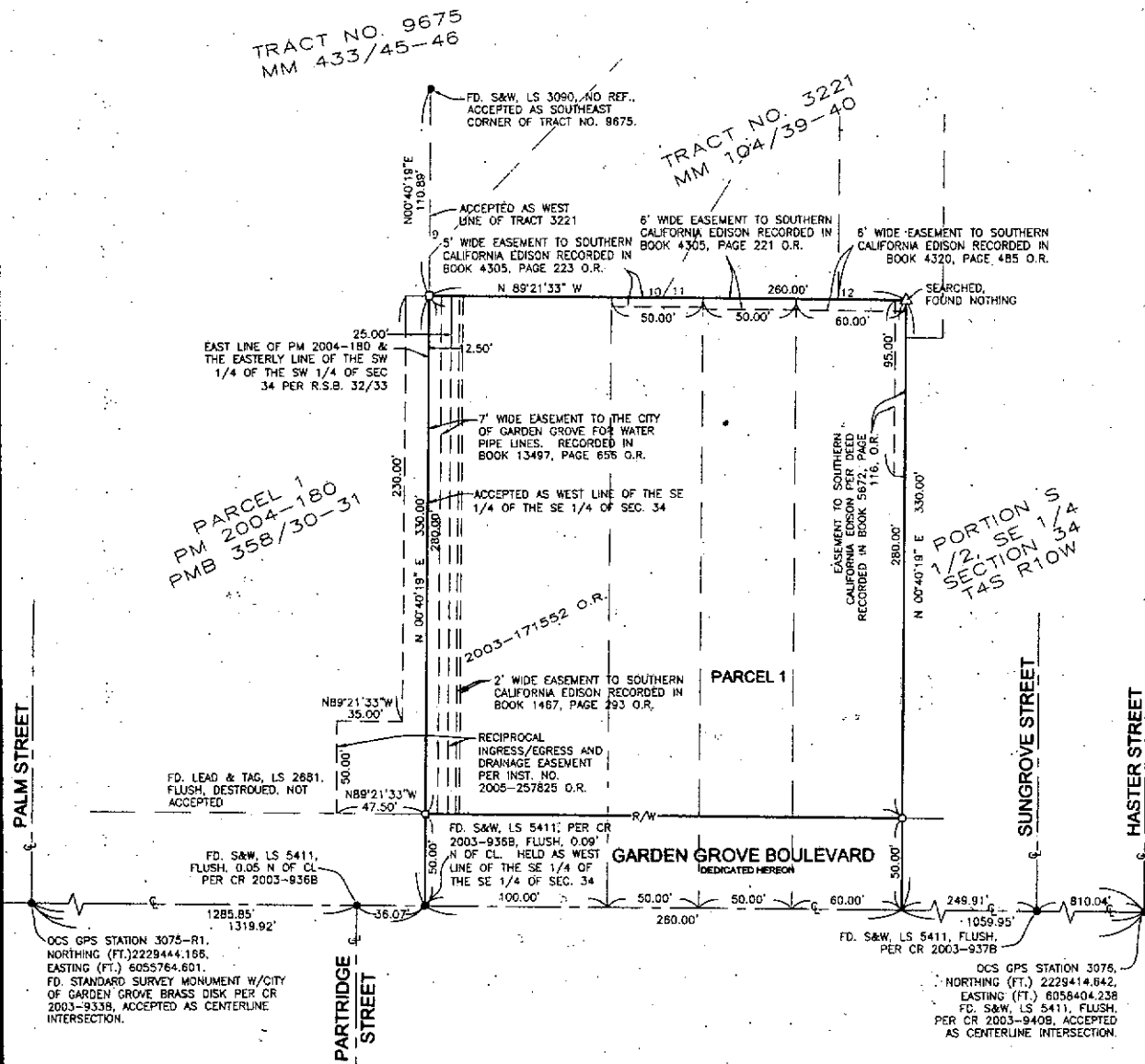
SHEET 2 OF 2 SHEETS  
 ACREAGE: 1.570 ACRES GROSS,  
 1.571 ACRES NET  
 NO. OF LOTS: 1  
 ALL OF TENTATIVE PARCEL MAP NO. 2004-291  
 DATE OF SURVEY: FEBRUARY, 2007

# PARCEL MAP 2004-291

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

PATRICK J. SAVAGE, P.L.S. 5183

FEBRUARY, 2007



## MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED
- SET 2" I.P. W/ TAG LS 5183 OR LEAD & TAG LS 5183 OR SPK/WASHER STAMPED LS 5183 SET AT 1.00' OFFSET CORNER ON PROLONGATION OF THE LOT LINE
- SET 2" I.P. W/ TAG LS 5183 OR LEAD & TAG LS 5183 OR SPK/WASHER STAMPED LS 5183 SET AT PROPERTY CORNER
- △ SET LEAD & TAG LS 5183 S. 45° 40' 00" W., 1.00 FT. ON TOP OF WALL FROM PROPERTY CORNER

## BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS G.P.S. NO. 3076 AND STATION G.P.S. NO. 3075-R1 BEING NORTH 89°21'33" WEST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

## DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (1991.35 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99998397.



SHEET 1 OF 2 SHEETS  
ACREAGE: 1.970 ACRES GROSS,  
1.671 ACRES NET  
NO. OF LOTS: 1  
ALL OF TENTATIVE PARCEL MAP NO. 2004-291  
DATE OF SURVEY: FEBRUARY, 2007

# PARCEL MAP 2004-291

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

BEING THE WEST 260.00 FEET OF THE SOUTH 330.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 10 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.  
PATRICK J. SAVAGE, P.L.S. 5183  
FEBRUARY, 2007

ACCEPTED AND FILED AT THE  
REQUEST OF THE

DATE \_\_\_\_\_  
TIME \_\_\_\_\_ FEE \$ \_\_\_\_\_  
INSTRUMENT # \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
TOM DALY  
COUNTY CLERK-RECORDER  
BY \_\_\_\_\_  
DEPUTY

## OWNERSHIP CERTIFICATE:

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

WE ALSO HEREBY DEDICATE TO THE PUBLIC FOR STREET PURPOSES:

GARDEN GROVE BOULEVARD.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE:

1. ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.
2. ALL VEHICULAR ACCESS RIGHTS TO GARDEN GROVE BOULEVARD, EXCEPT AT APPROVED ACCESS LOCATIONS

JGK GARDEN GROVE L.P., A CALIFORNIA LIMITED PARTNERSHIP

*[Signature]*  
JAMES G. KALLINS  
OWNER

*[Signature]*  
VIRGINIA KALLINS  
OWNER

## NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

ON THIS Dec. 10, 2007, BEFORE ME, *Vaughn M. Boudrias* PERSONALLY APPEARED *James G. Kallins* 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 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:

SIGNATURE *Vaughn M. Boudrias*  
NOTARY PUBLIC IN AND FOR SAID STATE  
Commission # 1505037

MY PRINCIPAL PLACE OF BUSINESS IS  
IN Los Angeles COUNTY  
MY COMMISSION EXPIRES Aug. 30, 2008

## COUNTY SURVEYOR'S STATEMENT

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

RAYMOND L. MATHE COUNTY SURVEYOR, P.L.S. 6185  
LICENSE EXPIRATION DATE: 3/31/08

## SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436(o)(3)(C) OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

JOHN R. FARWELL AND WIFE, HOLDERS OF OIL, GAS, AND MINERAL RIGHTS, RECORDED DECEMBER 5, 1955 IN BOOK 3305, PAGE 172 OF OFFICIAL RECORDS.

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF JGK GARDEN GROVE L.P. IN FEBRUARY, 2007. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 6 MONTHS OF THE COMPLETION OF IMPROVEMENTS, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

*[Signature]*  
PATRICK J. SAVAGE, P.L.S. 5183  
MY REGISTRATION EXPIRES JUNE 30, 2009



## CITY ENGINEER'S STATEMENT

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

WILLIAM E. MURRAY JR.  
R.C.E. 50353 EXPIRATION DATE: 12-31-07  
CITY ENGINEER OF GARDEN GROVE

## CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC SUBJECT TO IMPROVEMENTS, THE DEDICATION FOR STREET PURPOSES OF GARDEN GROVE BOULEVARD.

AND DID ALSO ACCEPT THE DEDICATION OF RIGHT TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY, AND ACCEPT THE RELINQUISHMENT OF ALL VEHICULAR ACCESS TO GARDEN GROVE BOULEVARD, EXCEPT AT APPROVED ACCESS LOCATIONS.

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

RUTH SMITH, CITY CLERK  
CITY OF GARDEN GROVE

BY: \_\_\_\_\_  
DEPUTY

## COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS

I HEREBY CERTIFY THAT ACCORDING TO RECORDS OF MY OFFICE THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE, AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

CHRIS W. STREET  
COUNTY TREASURER-TAX COLLECTOR

BY \_\_\_\_\_  
DEPUTY TREASURER-TAX COLLECTOR

DEC 13 2007

**IRREVOCABLE LETTER OF CREDIT**

Letter of Credit No. NZS595146

Date Issued: April 23, 2007

City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, California 92840  
Attention: Kingsley Okereke

At the request and for the account of JGK Garden Grove, LP, 15747 Woodruff Avenue, Bellflower, California 90706, we hereby establish our Irrevocable Letter of Credit No. NZS595146 in your favor in the amount of One Hundred Forty Thousand United States Dollars (US\$140,000.00) available with us at our above office by sight payment of your signed and dated demand(s) worded as follows with the instructions in brackets therein complied with:

"The undersigned, an authorized representative of the City of Garden Grove (the "City") hereby demands US\$[insert amount of drawing] under Wells Fargo Bank, N.A. Letter of Credit No. NZS595146 and certify that the amount demanded is due to the City in connection with the "Faithful Performance of Labor & Material" obligations of JGK Garden Grove, LP to the City under the Subdivision Improvement Agreement for Parcel Map No. 2004-291 dated April 17, 2007 between the City and JGK Garden Grove, LP."

Partial and multiple drawings are permitted under this Letter of Credit.

If any instructions accompanying a drawing under this Letter of Credit request that payment is to be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions even if the number identifies a person or entity different from the intended payee.

This Letter of Credit expires at our above office on April 23, 2008.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, and engages us in accordance therewith.

Very truly yours,

Wells Fargo Bank, N.A.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MIKE LIN

ASSISTANT VICE PRESIDENT

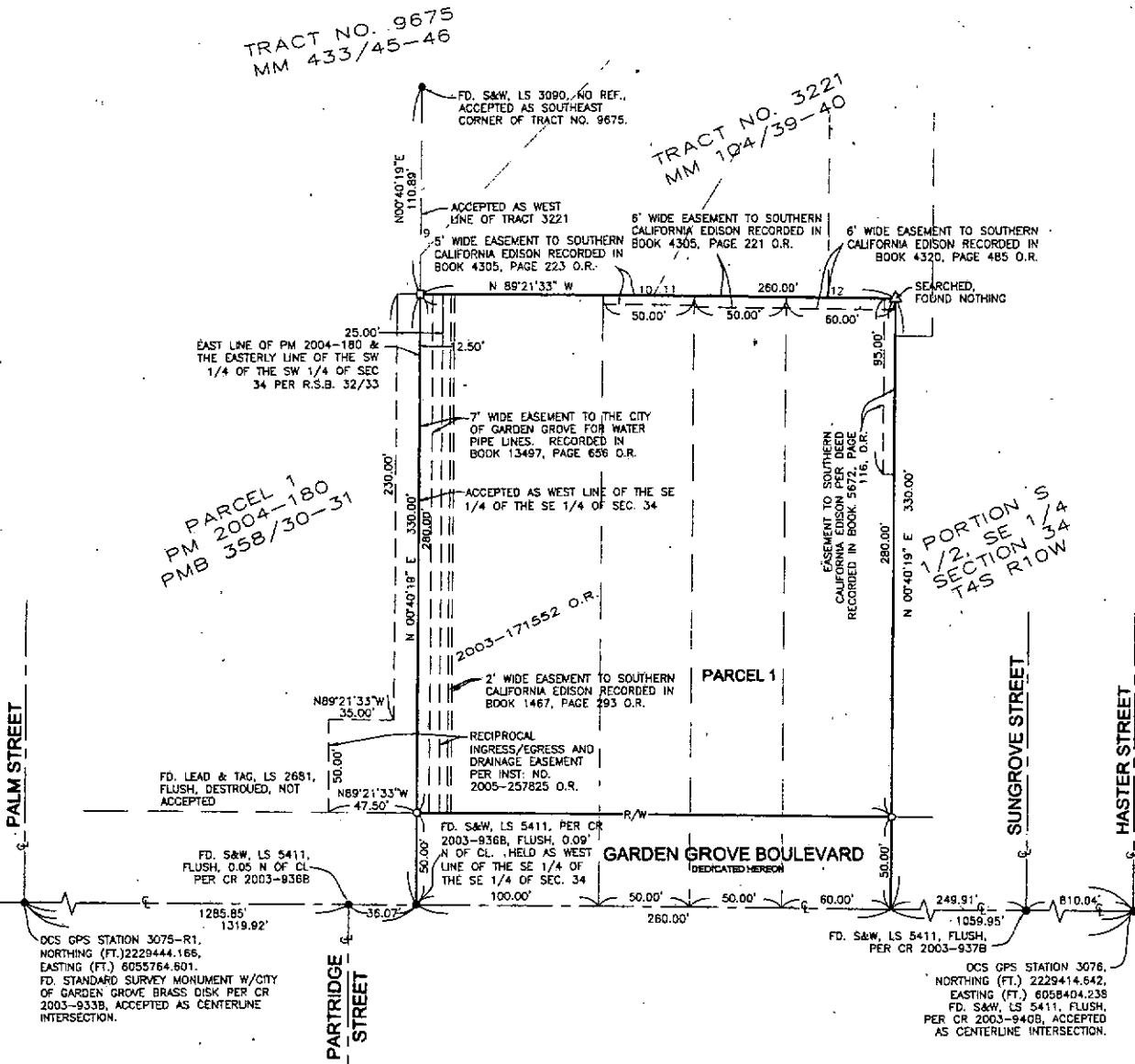
SHEET 2 OF 2 SHEETS  
 ADREAGE: 1.970 ACRES GROSS,  
 1.671 ACRES NET  
 NO. OF LOTS: 1  
 ALL OF TENTATIVE PARCEL MAP NO. 2004-291  
 DATE OF SURVEY: FEBRUARY, 2007

# PARCEL MAP 2004-291

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

PATRICK J. SAVAGE, P.L.S. 5183

FEBRUARY, 2007



## MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED
- SET 2" I.P. W/ TAG LS 5183 OR LEAD & TAG LS 5183 OR SPK/WASHER STAMPED LS 5183 SET AT 1.00' OFFSET CORNER ON PROLONGATION OF THE LOT LINE
- SET 2" I.P. W/ TAG LS 5183 OR LEAD & TAG LS 5183 OR SPK/WASHER STAMPED LS 5183 SET AT PROPERTY CORNER
- △ SET LEAD & TAG LS 5183 S.45°40'00"W, 1.00 FT. ON TOP OF WALL FROM PROPERTY CORNER

## BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS G.P.S. NO. 3076 AND STATION G.P.S. NO. 3075-R1 BEING NORTH 89°21'33" WEST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

## DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (1981.35 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.999998397.

1"=40'

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

"CITY"

CITY OF GARDEN GROVE

Date: 1-11-2010

BY: M. [Signature]  
City Manager

ATTEST:

Kathleen Batts  
City Clerk  
Date: 1-13-2010

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

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

APPROVED AS TO FORM:

[Signature]  
Garden Grove City Attorney

Date: 4/10/07

"SUBDIVIDER"

JGK GARDEN GROVE LP

By: BGN Kallins, LLC, a Delaware limited liability company

Its: General Partner

BY: [Signature]

George J. Kallins, MD

Name

Vice President

Title

BY: [Signature]

JAMES G. KALLINS MD

Name

President

Title

BGN Kallins LLC  
Delaware

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

INSTRUCTIONS: If SUBDIVIDER is a corporation or limited liability company, the Agreement must be executed in the corporate/LLC name and signed by the President or a Vice-President and the Secretary or Assistant Secretary. If SUBDIVIDER is a limited liability company with designated centralized management (i.e., those that specifically designate in their articles of organization that they will be managed by a manager or managers), the Agreement must be executed in the LLC's name and signed by at least two managers (or by one manager in the case of an LLC whose articles of organization state that it is managed by only one manager). If SUBDIVIDER is a partnership, it must be signed by all general partners. If SUBDIVIDER is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be included.