

AGREEMENT BIBLIOGRAPHY

Agreement With:	Lisoy Family Trust
Agreement Type:	Subdivision Agreement for the property located at 11222 Garden Grove Boulevard
Date Approved:	06 26 2018
Start Date:	06 26 2018
End Date:	Until completion
Contract Amount:	\$257,538.05
Comments	File No. 103.TT18078 Public Works
Insurance Expiration:	01 01 2019



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

October 22, 2018

Lissoy Family Trust, U/D/O 6/17/96
2922 Daimler Street
Santa Ana, CA 92705

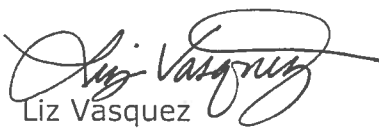
Attention: Scott A. Lissoy, Trustee

Enclosed is a copy of the Subdivision Agreement by and between the City of Garden Grove and Lissoy Family Trust, U/D/O 6/17/96, for the property located at 11222 Garden Grove Boulevard, Garden Grove, CA.

The Agreement was approved by the City Council at their meeting held on June 26, 2018.

Sincerely,

Teresa Pomeroy
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works Department

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVIDER: Lissoy Family Trust, U/D/O 6/17/96

TRACT MAP NO. 18078

THIS AGREEMENT is made this 26th day of June, 2018, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and **LISSOY FAMILY TRUST, U/D/O 6/17/96** ("SUBDIVIDER"). CITY and SUBDIVIDER are sometime referred to herein individually as the "Party" or collectively as the "Parties."

RECITALS:

The following recitals are a substantive part of this Agreement:

1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Tract Map No 18078 ("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 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 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.
4. SUBDIVIDER has requested approval of the Final Map prior to completion of all of the Improvements.
5. To assure CITY that SUBDIVIDER will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.
6. 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 Map, are a material consideration to CITY in approving the Final Map and permitting development of the Project to proceed.
7. 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 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 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 by reference, 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 \$257,538.05.

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 (or a cash deposit or instrument of credit in lieu of bonds):

Improvement	Type of Bond	Amount
100% of total estimate for Off-Site Improvements and On-Site Grading, Water/Sewer & Drainage Improvements as shown on Grading Plan No. G-1346, Water/Sewer Plan No. W-588.	Faithful Performance	\$255,531.05
50% of total estimate for Off-Site Improvements and On-Site Grading, Water/Sewer & Drainage Improvements as shown on Grading Plan No. G-1346, Water/Sewer Plan No. W-588	Labor & Material	\$127,765.22
100% total estimate for Survey Monument Bond for setting required survey monuments and filing all documentation and records as described and required by the Final Tract Map on file with the CITY	Monument Bond	\$4,500.00

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. Any instrument of credit provided in lieu of bonds shall from a qualified financial institution, and in a form, acceptable to CITY.

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 and Indemnification Requirements.**
 - 7.1 **Commencement of Work.** Unless expressly waived in writing by CITY, insurance meeting the requirements set forth in this Agreement and covering the acts and omissions of SUBDIVIDER and all contractors and subcontractors engaged in any way in the construction and installation of the Improvements must be provided to CITY, and SUBDIVIDER and all contractors and subcontractors shall not commence work under this Agreement until all required insurance certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
 - 7.2 **Contractors and Subcontractors.** SUBDIVIDER shall require all contractors and subcontractors engaged in construction or installation of the Improvements to obtain and maintain the same insurance coverage as required of SUBDIVIDER herein, and shall require such contractors and subcontractors to agree to comply with the insurance requirements herein, including providing the endorsements naming the CITY as an additional insured. SUBDIVIDER shall be

responsible to collect and maintain all insurance from all contractors and subcontractors. Should the insurance carrier for any contractor or subcontractor require an agreement with the CITY prior to providing effective additional insured coverage, then such contractor or subcontractor shall be required to execute an agreement with the CITY, in a form approved by the City Attorney, agreeing to perform the pertinent work and stipulating to indemnify and provide insurance under the terms of the Insurance and Indemnification Requirements of this Agreement.

7.3 **Workers Compensation Insurance.** SUBDIVIDER shall obtain and maintain Workers Compensation Insurance prior to commencing any work hereunder in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

7.4 **Insurance Amounts.** SUBDIVIDER shall provide and maintain and shall cause its contractors and all subcontractors engaged in any way in the construction and installation of the Improvements to provide and maintain the following insurance prior to commencing any work hereunder:

(12) Commercial general liability, including mobile equipment and not excluding XCU, in an amount not less than \$5,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount not less than of \$2,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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

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

For any claims related to this Agreement, SUBDIVIDER's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees,

agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the SUBDIVIDERS's insurance and shall not contribute with it.

The insurer for each policy of insurance required pursuant to this Agreement shall waive its rights of subrogation and provide a waiver of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

In the event any of SUBDIVIDER's underlying policies do not meet policy limits within the insurance requirements, SUBDIVIDER shall provide: 1) the schedule of underlying policies for a follows form excess liability policy, 2) state that the excess policy follows form on the insurance certificate, and 3) an additional insured endorsement for the follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers.

If SUBDIVIDER maintains higher insurance limits than the minimums shown above, SUBDIVIDER shall provide coverage for the higher insurance limits otherwise maintained by the SUBDIVIDER.

12.5 **Indemnification.**

12. 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 itself and all contractors and subcontractors constructing or installing any of the Infrastructure 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 Infrastructure 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 Infrastructure 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 by SUBDIVIDER. 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. SUBDIVIDER's responsibility for such liability, obligations, acts or omissions shall survive until such liability or obligations are fully and finally resolved, or until the statute of limitations on such acts or omissions has elapsed.
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 retirement 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.

12.5 **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.

If to SUBDIVIDER:
Lisoy Family Trust, U/D/O 6/17/96
Scott A. Lisoy, Trustee
2922 Daimler Street
Santa Ana, California 92705

If to CITY:

City of Garden Grove
Attention: Public Works Director
11222 Acacia Parkway
Garden Grove, California 92840

12.14 **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.

12.15 **Time of Essence.** Time is of the essence in the performance of this Agreement.

12.16 **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.

12.17 **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.

12.18 **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.

12.19 **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.

12.20 **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.

12.21 **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.

12.22 **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 so construed and interpreted, and all remaining provisions shall remain valid and enforceable.

13. **Mutual Agreement**. The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

“CITY”
CITY OF GARDEN GROVE

Date: 6/27/18

BY: [Signature]
City Manager

ATTEST:
[Signature]
City Clerk
Date: 10/22/18

“SUBDIVIDER”

Lisoy Family Trust, U/D/O 6/17/96

Date: _____

By: [Signature]
Name: Scott A. Lisoy

Its: Trustee

Date: _____

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:
[Signature]
Garden Grove City Attorney
Date: 6-19-18

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.

EXHIBIT A

Engineer's Probable Cost Estimate
Tract 18078 - Garden Grove
11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		GRADING IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	Earthwork	2,000	CY	3.78	\$ 7,560.00
2	Import	80	CY	4.10	\$ 328.00
3	4" AC over 8: Class II AB	4,806	SF	3.90	\$ 18,743.40
4	Concrete curb Type A-6 per City Std. B-112	365	LF	15.00	\$ 5,475.00
5	Eco-Stone permeable pavers over 18" thick open graded gravel base	1,284	SF	6.50	\$ 8,346.00
6	6" dia. SCH 40 PVC drain pipe	110	LF	20.00	\$ 2,200.00
7	Rectangular channel	42	LF	30.00	\$ 1,260.00
8	6" dia. PVC perforated pipe in gravel bed	270	LF	30.00	\$ 8,100.00
9	Overflow junction with solid frame	2	EA	1,000.00	\$ 2,000.00
10	Slough wall with 6' high wrought iron fence	92	LF	50.00	\$ 4,600.00
11	Slough wall 1' high	195	LF	30.00	\$ 5,850.00
12	Full depth AC	82	LF	5.00	\$ 410.00
13	Handrail	26	LF	40.00	\$ 1,040.00
14	Brooks drain box with traffic grate #2424	1	EA	600.00	\$ 600.00
15	3' wide concrete alley gutter	105	LF	15.00	\$ 1,575.00
16	4" thick concrete walkway per City Std. B-105	1,985	SF	10.00	\$ 19,850.00
17	4" thick white paint	1	LS	500.00	\$ 500.00
18	Observation well	4	EA	200.00	\$ 800.00
19	Channel drain	25	LF	10.00	\$ 250.00
20	6" PCC over 6" base	134	SF	4.00	\$ 536.00
21	Eco-Stone paves over 6" gravel	650	SF	6.00	\$ 3,900.00
22	6' high wrought iron fence	268	LF	40.00	\$ 10,720.00
Total Engineer's Estimate					\$ 104,643.40

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



Engineer's Probable Cost Estimate
 Tract 18078 - Garden Grove
 11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		STREET IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	Concrete curb and gutter Type C-8 per City Std. B-113	82	LF	10.00	\$ 820.00
2	Parkway drain culvert per APWA Std. 151-2	3	EA	3,200.00	\$ 9,600.00
3	Driveway per City Std. B-120	308	SF	20.00	\$ 6,160.00
4	PCC sidewalk per City Std. B-106	786	SF	10.00	\$ 7,860.00
5	Remove existing tree and tree well and reconstruct tree well per City Std. 217	1	LS	1,000.00	\$ 1,000.00
Total Engineer's Estimate					\$ 25,440.00

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



Engineer's Probable Cost Estimate
 Tract 18078 - Garden Grove
 11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		WATER IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	8" PVC AWWA C-900 DR14 Class 305 water main	355	LF	60.00	\$ 21,300.00
2	6" PVC AWWA C-900 DR14 Class 305 water main	64	LF	55.00	\$ 3,520.00
3	12"x8" S.S. tapping sleeve and tapping valve with restraints per City Std. B-750	1	EA	6,000.00	\$ 6,000.00
4	Wet barrel fire hydrant assembly per City Std. B-702	1	EA	6,000.00	\$ 6,000.00
5	1" water service per City Std. B-719 with traffic grate	16	EA	1,000.00	\$ 16,000.00
6	2" blow off valve per City Std. 744	2	EA	1,400.00	\$ 2,800.00
7	Concrete anchor block per City Std. B-710	5	EA	300.00	\$ 1,500.00
8	8"x6" reducer	2	EA	600.00	\$ 1,200.00
9	8"x8"x8" tee	1	EA	800.00	\$ 800.00
10	8" 90° elbow	2	EA	400.00	\$ 800.00
11	6" resilient wedge gate valve	3	EA	1,800.00	\$ 5,400.00
12	Cut and plug existing 6" water line and abandon in place	LS	LS	2,000.00	\$ 2,000.00
13	Street resurfacing and trench backfill per City Std. B-134	278	SF	5.00	\$ 1,390.00
14	2" sleeve	84	LF	10.00	\$ 840.00
15	8" resilient wedge gate valve	1	EA	2,500.00	\$ 2,500.00
16	6" 90° elbow	1	EA	600.00	\$ 600.00
17	6"x6"x6" tee	1	EA	500.00	\$ 500.00
18	1" water service per City Std. B-719 (irrigation purposes)	1	EA	2,500.00	\$ 2,500.00
Total Engineer's Estimate					\$ 75,650.00

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



Engineer's Probable Cost Estimate
 Tract 18078 - Garden Grove
 11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		SEWER IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	Sewer manhole per City Std. S-100	2	EA	5,500.00	\$ 11,000.00
2	Sewer cleanout per CPC	19	EA	58.75	\$ 1,116.25
3	6" dia. Esxtra strength VCP sewer pipe per City Std S-106	55	EA	320.00	\$ 17,600.00
4	6" dia. PVC SDR 35 sewer pipe per CPC	286	LF	30.00	\$ 8,580.00
5	4" PVC SDR sewer lateral per CPC	290	LF	39.66	\$ 11,501.40
Total Engineer's Estimate					\$ 49,797.65

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



EXHIBIT B

DMS
CONSULTANTS, INC.
CIVIL ENGINEERS

June 4, 2018

Kamyar Dijab
Associate Engineer
City of Garden Grove
11222 Acacia Parkway,
Garden Grove, CA 92840

SUBJECT: Tract 18078

Dear Mr. Dijab:

This is to state that our fee to the Developer for setting the monuments indicated on the Final Tract Map for the subject project will be \$4,500.00.

The monuments as indicated will be set on or before 30 days after acceptance of final improvements by the City.

If you have any questions please contact the undersigned.

Sincerely,
DMS Consultants, Inc.



Surender Dewan, P.E.
President



Zimbra

kdibaj@ci.garden-grove.ca.us

THE CENTRE - Subdivision Improvement Agreement

From : Jorge Alvarez <jalvarez@farwestindustries.com> Tue, Jun 12, 2018 02:03 PM
Subject : THE CENTRE - Subdivision Improvement Agreement 2 attachments
To : Kamyar Dibaj (kdibaj@ci.garden-grove.ca.us)
<kdibaj@ci.garden-grove.ca.us>

Hi Kamyar,

Here are our corrections to the Agreement:

Page 1 – **Subdivider's name changed to Lissoy Family Trust**

Also, change date to June 8th. If you noticed, all the bonds that I gave you yesterday are dated June 8th. As a matter of fact, in the blank date lines on first page of the Performance Bond, the Labor and Material Bond and the Monument Bond, you need to insert the June 8th date, as that is the date the bonds were executed. The date of the bonds and the Subdivision Improvement Agreement have to match or the bonds become invalid.

Page 2 – the Faithful Performance bond is for \$255,531.05, which is the sum of the four breakdowns from Surrender.

Page 4 – 7.4 – the word SUBDIVIDER was misspelled

7.4 (a) – We would like the insurance as \$2,000,000

Page 8 – The Notices were **changed from Far West Industries to Lissoy Family Trust**

Page 10 – The signatures were changed from Buaro Partners to Lissoy Family Trust

What are the Exhibits A & B?

Please let me know if you are OK with these changes. I'll clean up the Agreement to reflect them, get it signed and return it to you.

Thanks

Jorge Alvarez

Vice President of Land Development

Far West Industries | 2922 Daimler St. | Santa Ana, CA 92705

Tel: (949) 224-1970 | Fax: (949) 224-1963

Email: jalvarez@farwestindustries.com | Web: www.farwestindustries.com



Building Better Lives

 **SUBDIVISION IMPROVEMENT AGREEMENT wth corrections.docx**
32 KB

FAITHFUL PERFORMANCE BOND

Bond No. 379471S
Premium \$1,278.00

NOTICE: TO WHOM IT MAY CONCERN: those we, Lissoy Family Trust U/D/O 6/17/96,
as Principal, and Developers Surety and Indemnity Company A-,xv,
as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the
sum of two hundred fifty five thousand five hundred thirty one and 05/100
Lawful money of the United States, for the payment of which we bind heirs, our
executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at 17771 Cowan St. Ste 100, Irvine, CA 92614
telephone no. 714-4941289; the Surety is licensed to do business in the State
of California; and the California Insurance Agent's License No., address, and
telephone no. are as follows:

License No.: 0B56147
Address: 2913 S. Pullman St. Santa Ana, CA 92705
Telephone No.: 949-261-5335

That the following clause must be completed if, in fact, a non-resident agent
for the Surety is a party to the transaction:

Name of non-resident agent: N/A
Non-resident agent's office address: _____
N/A
Telephone No.: N/A

Reviewed and approved as to insurance language
and/or requirements.
Deirdre M. Gray
Risk Management
10-10-18

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated
the _____ day of _____, 20____, with the
CITY OF GARDEN GROVE for The Centre Tract #18078.
2. If the Principal shall well and truly perform, or cause to be performed, each
and all of the requirements and obligations of the contract to
be performed by the Principal, as set forth in the contract, then
this bond shall be null and void; otherwise, it shall remain in
full force and effect. In the event that suit is instituted to
recover on this bond, the Surety will pay reasonable attorneys'
fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration, or modification of the contract
documents or of work performed shall in any way affect its obligation on this
bond, and it does hereby waive notice of any change, extension of time,

alteration, or modification of the contract documents, or of work to be performed.

FAITHFUL PERFORMANCE BOND (Continues)

Executed this 8th day of June, 2018

Lissoy Family Trust U/D/O 6/17/96

Principal

[Signature]
Principal

By : Developers Surety and Indemnity Company
Surety

By : [Signature]
Sonya E. Silva Attorney-in-Fact
[Signature]
Sonya E. Silva-California Resident Agent

By : N/A
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On this 08th day of June, 2018, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sonya E. Silva known to me to be the Attorney-in-Fact of the *Developers Surety and Indemnity Company (Corporation)

California, and acknowledged that it executed the attached bond to the (State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year first above written.



[Signature]
Notary Public in and for said County and State
My Commission expires: 1-25-19

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

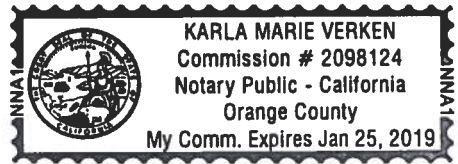
ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 6-8-18 before me, Karla Marie Verken, notary public,
Notary Public, personally appeared Sonya E. Silva,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity (ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Karla Marie Verken
Signature

(seal)

OPTIONAL INFORMATION

Date of Document 6-8-18 Thumbprint of Signer
Type or Title of Document Performance Bond
Number of Pages in Document 02
Document in a Foreign Language N/A

Type of Satisfactory Evidence:
 Personally Known with Paper Identification
 Paper Identification
 Credible Witness(es)

Capacity of Signer:
 Trustee
 Power of Attorney
 CEO / CFO / COO
 President / Vice-President / Secretary / Treasurer
 Other: _____

Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

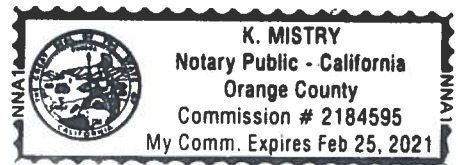
STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On June 11, 2018, before me, K. Mistry, NOTARY PUBLIC, personally appeared Scott A. Lissoy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature K. Mistry

(Seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT:

Title or Type of Document: Faithful Performance Bond Bond No 3794715

Date of Document: June 8, 2018 Number of Pages: 2 plus notary acknowledgments

Signer(s) Other Than Named Above: Sonya E. Silva

Signer's Name: <u>Scott A. Lissoy</u>	
<input type="checkbox"/>	Individual
<input type="checkbox"/>	Corporate Officer – Title: _____
<input type="checkbox"/>	Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/>	Attorney in Fact
<input checked="" type="checkbox"/>	Trustee
<input type="checkbox"/>	Guardian or Conservator
<input type="checkbox"/>	Other: _____

Signer is Representing: Lissoy Family Trust U/D/O 6/17/96 as Trustee of the Trust

Bond No. 349472S

SUBDIVISION MONUMENT BOND

NOTICE: TO WHOM IT MAY CONCERN: That we, Lissoy Family Trust U/D/O 6/17/96
Principal, a, as
and Developers Surety and Indemnity Company A-XV

as Surety, are held and firmly bound unto the City of Garden Grove, California ("CITY")
in the sum of * Dollars (\$4,500), lawful money of the United States, for the payment of
which we bind ourselves, our heirs, executors, administrators, and successors, jointly
and severally.

* Four Thousand five hundred and 00/100

That the Surety's office is located at 17771 Cowan St. Ste 100 Irvine, Ca
92614 telephone no. 714-494-1289; the Surety is licensed to
do business in the State of California; and the California Insurance Agent's License No.,
address, and telephone no. are as follows:

License No.: 0B56147
Address: 2913 S. Pullman St. Santa Ana, CA 92705
Telephone No.: 949-261-5335

That the following clause must be completed if, in fact, a non-resident agent for
the Surety is a party to the transaction:

Name of non-resident agent: N/A
Non-resident agent's office address: N/A
Telephone No.: N/A

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal has entered into a Subdivision Agreement, dated the
_____ day of _____, 20__, with the CITY OF GARDEN GROVE to install or
complete an improvement consisting of SURVEY MONUMENTATIONS, as part of
Tract No. 18078.

NOW, THEREFORE, if the Principal shall well and truly perform, or cause to be
performed, each and all of the requirements and obligations of the Subdivision
Agreement related to the improvements to be performed by the Principal, as in the
Subdivision Agreement, then this bond shall be null and void; otherwise, it shall remain
in full force and effect. In the event that suit is instituted to recover on this bond, the
surety will pay reasonable attorneys' fees.

Further, the Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration, or modification of the Subdivision Agreement, or of
work to be performed there under, shall in any way affect its obligation on this bond; and
it does hereby waive notice of any change, extension of time, alteration, or modification
of the Subdivision Agreement, or of work to be performed there under.

Reviewed and approved as to insurance coverage
and/or requirements.
Nicki M. Jay
Risk Management
10-10-13

Executed this 8th day of June, 2018

Lissoy Family Trust U/D/O 6/17/96

Principal

By: Developers Surety and Indemnity Company
Surety

By: [Signature]

By: [Signature]
Sonya E. Silva - Attorney-in-Fact

Its: Trustee

By: [Signature]
Sonya E. Silva California Resident Agent

By: _____

Its: _____

By: N/A
Non-resident Agent - Attorney-in-Fact

By: N/A
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF orange) ss.

On this 08th day of June, 2018 before me, a Notary Public in and for said County and State, personally appeared Sonya E. Silva known to me to be the Attorney-in-Fact of the *Developers Surety and Indemnity Company, of Irvine (Corporation) (City) California, and acknowledged that it executed the attached (State)

bond to the City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of directors.

WITNESS my hand and official seal.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

[Signature]
Notary Public in and for said County and State.
My commission expires: 1-25-19



ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 6-5-18 before me, Karla Marie Verken, notary public,
Notary Public, personally appeared Sonya G. Silva,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity (ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Karla Marie Verken
Signature

(seal)

OPTIONAL INFORMATION

Date of Document 06-05-18

Thumbprint of Signer

Type or Title of Document Monument Bond

Number of Pages in Document 02

Document in a Foreign Language N/A

Type of Satisfactory Evidence:
 Personally Known with Paper Identification
 Paper Identification
 Credible Witness(es)

Capacity of Signer:
 Trustee
 Power of Attorney
 CEO / CFO / COO
 President / Vice-President / Secretary / Treasurer
 Other: _____

Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

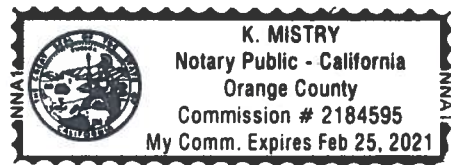
STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On June 11, 2018, before me, K. Mistry, NOTARY PUBLIC, personally appeared Scott A. Lissoy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature K. Mistry

(Seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT:

Title or Type of Document: Subdivision Monument Bond (Bond No. 379472S)

Date of Document: June 8, 2018 Number of Pages: 2 plus notary acknowledgments

Signer(s) Other Than Named Above: Sonya E. Silva

Signer's Name: <u>Scott A. Lissoy</u>	
<input type="checkbox"/>	Individual
<input type="checkbox"/>	Corporate Officer – Title: _____
<input type="checkbox"/>	Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/>	Attorney in Fact
<input checked="" type="checkbox"/>	Trustee
<input type="checkbox"/>	Guardian or Conservator
<input type="checkbox"/>	Other:

Signer is Representing: Lissoy Family Trust U/D/O 6/17/96 as Trustee of the Trust

LABOR AND MATERIAL BOND

Bond No. 379471
Premium Incl. in Perf. Bond

NOTICE: TO WHOM IT MAY CONCERN: those we, Lissoy Family Trust U/D/O 6/17/96,
as Principal, and Developers Surety and Indemnity Company A-XV, as Surety,
are held and firmly bound unto the City of Garden Grove, California ("CITY") in
the sum of _____
one hundred twenty seven thousand seven hundred sixty five and 52/100 Dollars (\$ 127,765.52),
lawful money of the United States, for the payment of the sum, we bind heirs, our
executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at 17771 Cowan St. Ste 100 Irvine, Ca 92614
telephone no. 714-494-1289; the Surety is
licensed to do business in the State of California; and the California Insurance
Agent's License No., address, and telephone no. are as follows:

License No.: 0B56147
Address: 2913 S. Pullman St. Santa Ana, CA 92705
Telephone No.: 949-261-5335

That the following clause must be completed if, in fact, a non-resident agent
for the Surety is a party to the transaction:

Name of non-resident agent: N/A
Non-resident agent's office address: _____
N/A
Telephone No.: N/A

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated _____ day of _____, 20____, with the CITY OF GARDEN GROVE for _____
The Centre Tract# 18078.
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

Reviewed and approved as to insurance language and/or requirements.
Richard Jay
Risk Management
10-10-18

LABOR AND MATERIAL BOND (Continues)

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this 8th day of June, 2018.

Lissoy Family Trust U/D/O 6/17/96

Principal

[Signature]
Principal

By : Developers Surety and Indemnity Company
Surety

By : [Signature]
Sonya E. Silva - Attorney-in-Fact
[Signature]
Sonya E. Silva - California Resident Agent

By : N/A
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

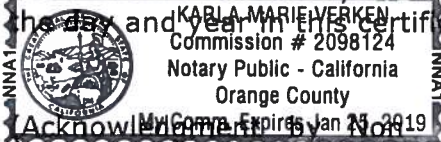
On this 08th day of June, 2018, before me, a Notary Public in and for said County and State, personally appeared Sonya E. Silva known to me to be the

Attorney-in-Fact of the Developers Surety and Indemnity Company, of California (Corporation)

_____, and acknowledged that it executed the attached bond to the (State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.



[Signature]
Notary Public in and for said County and State

in-Fact must be attached.)

My Commission expires: 1-25-19

ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 6-8-18 before me, Karla Marie Verken, notary public,
Notary Public, personally appeared Sonya E. Silva,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity (ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Karla Marie Verken
Signature

(seal)

OPTIONAL INFORMATION

Date of Document 6-8-18 Thumbprint of Signer _____
Type or Title of Document Labor Bond
Number of Pages in Document 02
Document in a Foreign Language N/A

Type of Satisfactory Evidence:
 Personally Known with Paper Identification
 Paper Identification
 Credible Witness(es)

Capacity of Signer:
 Trustee
 Power of Attorney
 CEO / CFO / COO
 President / Vice-President / Secretary / Treasurer
 Other: _____

Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

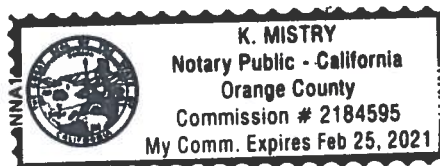
STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On June 11, 2018, before me, K. Mistry, NOTARY PUBLIC, personally appeared Scott A. Lissoy, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature K. Mistry

(Seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT:

Title or Type of Document: Labor and Material Bond (Bond No, 379471)

Date of Document: June 8, 2018 Number of Pages: 2 plus notary acknowledgments

Signer(s) Other Than Named Above: Sonya E. Silva

Signer's Name: Scott A. Lissoy
Individual
Corporate Officer - Title:
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing: Lissoy Family Trust U/D/O 6/17/96 as Trustee of the Trust



FARWEST-02

ANNAE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0252636 United Agencies 301 E. Colorado Blvd., #200 Pasadena, CA 91101	CONTACT NAME: PHONE (A/C, No, Ext): (626) 449-0301 FAX (A/C, No): (626) 564-6565 E-MAIL ADDRESS:
INSURED <i>Scott Lissoy</i> Far West Centre, LLC and Lissoy Family Trust U/D/O 6/17/96 2922 Daimler Street 949-224-1970 Santa Ana, CA 92705 <i>scott@farwestindustries.com</i>	INSURER(S) AFFORDING COVERAGE INSURER A: AmTrust International Underwriters Limited NAIC # <i>A-XV</i> INSURER B: INSURER C: <i>Jorge Alvarez - Far West</i> INSURER D: <i>949-224-1970</i> <i>Ind.</i> INSURER E: <i>Jalvarez@farwest</i> INSURER F: <i>industries.com</i>

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PAL1276466-00	08/01/2018	02/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Subject to all policy terms, conditions and exclusions.

The City of Garden Grove, its officers, officials, employees, agents and volunteers are named as Additional Insured.

Reviewed and approved as to insurance language and/or requirements.

10-10-18

Heidi M. Jay
Risk Management

CERTIFICATE HOLDER The City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Heidi M. Jay</i>
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Garden Grove, its officers, officials, agents, employees and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
10-10-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>The City of Garden Grove, its officers, officials, agents, employees and volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: IG013000061-06

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, its officers, officials, agents, employees and volunteers	11220-11222 Garden Grove, Garden Grove, CA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Reviewed and approved as to insurance language
and/or requirements.

Reid M. Jay
Risk Management
10-10-18

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that insurance provided by any additional insured endorsement is primary coverage. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CG-F-85 (08-03)

Policy Number:

PAL 1276466-00

Reviewed and approved as to insurance language
and/or requirements.

William Jay
Risk Management
10-10-18

POLICY NUMBER: PAL 1276466-00

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Garden Grove, its officers, officials, agents, employees
and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Heidi M. Jay
Risk Management
10-10-18

ATTACHMENT " _____ "

REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY
COVERAGE

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind FAR WEST INDUSTRIES.

Company Name

SIGNATURE OF AUTHORIZED PERSON: [Signature]

PRINTED NAME OF AUTHORIZED PERSON: IRA GLASKY

TITLE OR POSITION OF AUTHORIZED PERSON: VICE PRESIDENT / General Counsel

COMPANY NAME: FAR WEST INDUSTRIES

DATE: 10/10/18

NOTE: This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST
City/Agency/Sanitary District Use Only

- Denied
- Approved

RISK MANAGEMENT DIVISION SIGNATURE: [Signature: Heidi M. Jay]

DATE: 10-10-18

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-01-2017
Insured
Far West Industries, Inc. (A Corp)

Policy No. FLA007634-00
Insurance Company
Falls Lake Fire & Casualty Company

Endorsement No.

Countersigned By _____

Reviewed and approved as to insurance language
and/or requirements.
Heidi M. Gray
Risk Management
10-10-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PSA Realty & Insurance Services PO Box 720 Temecula, California 92593-0720	Phone: (951)694-0625 Fax: (951)719-3350	CONTACT NAME: Hank Hitt PHONE (A/C, No, Ext): (951)694-0625, 100 E-MAIL ADDRESS: hhitt@psainsurance.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED FAR WEST INDUSTRIES 2922 DAIMLER STREET SANTA ANA, CA 92705		INSURER A: Falls Lake Fire and Casualty Company	15884
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 11547

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	FLA007634-00	12/1/2017	12/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation applies in favor of certificate holder per attached form WC040306 (Ed4-84).

CERTIFICATE HOLDER

Holder's Nature of Interest : Certificate Holder

City of Garden Grove

PO Box 3070

Garden Grove, CA 92842-3070

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-01-2017
Insured
Far West Industries, Inc. (A Corp)

Policy No. FLA007634-00
Insurance Company
Falls Lake Fire & Casualty Company

Endorsement No.

Countersigned By _____

ATTACHMENT " _____ "

REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY
COVERAGE

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind FAR WEST INDUSTRIES.

Company Name

SIGNATURE OF AUTHORIZED PERSON: [Signature]

PRINTED NAME OF AUTHORIZED PERSON: FRA GLASKY

TITLE OR POSITION OF AUTHORIZED PERSON: VICE PRESIDENT / General Counsel

COMPANY NAME: FAR WEST INDUSTRIES

DATE: 10/10/18

NOTE: This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST
City/Agency/Sanitary District Use Only

Denied

Approved

RISK MANAGEMENT DIVISION SIGNATURE: [Signature]

DATE: 10-15-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crosby Insurance 8181 E. Kaiser Blvd Anaheim Hills, CA 92808 <i>Denise Spight</i> <i>714-221-5234</i>		CONTACT NAME: PHONE (A/C, No, Ext): 714-221-5200 E-MAIL ADDRESS: <i>dspight@crosbyinsurance.com</i>		FAX (A/C, No): 714-221-5210																						
INSURED MKP Construction, Inc. P.O. Box 2049 Upland, CA 91785-2049		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Great American Assurance Co <i>At, XIV</i></td> <td>26344</td> </tr> <tr> <td>INSURER B:</td> <td>AMERICAN ZURICH INS.CO. <i>At, XV</i></td> <td>40142</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Property Casualty <i>At, XV</i></td> <td>25674</td> </tr> <tr> <td>INSURER D:</td> <td>Zurich American Ins. Co. <i>At, XV</i></td> <td>16535</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>				INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Assurance Co <i>At, XIV</i>	26344	INSURER B:	AMERICAN ZURICH INS.CO. <i>At, XV</i>	40142	INSURER C:	Travelers Property Casualty <i>At, XV</i>	25674	INSURER D:	Zurich American Ins. Co. <i>At, XV</i>	16535	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																								
INSURER A:	Great American Assurance Co <i>At, XIV</i>	26344																								
INSURER B:	AMERICAN ZURICH INS.CO. <i>At, XV</i>	40142																								
INSURER C:	Travelers Property Casualty <i>At, XV</i>	25674																								
INSURER D:	Zurich American Ins. Co. <i>At, XV</i>	16535																								
INSURER E:																										
INSURER F:																										

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 002**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner/Cont Prot. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	GLP2068842	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	BAP5513782-02	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			ZUP-81M-91372-18-NF	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC5513781-02	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ten day notice of cancellation will be given for non-payment of premium
Re: Permit MKP Job #652 Tract #18078 - The Centre - 16 Lots -11222 Garden Grove Blvd., Garden Grove, CA 92843. City of Garden Grove, it's officers, officials, employees, agents and volunteers are hereby named as additional insured per the attached.(spclendtprglauto/CG2010CG2037wvrglauto)

CERTIFICATE HOLDER CITYGAR City of Garden Grove Risk Management 11222 Acacia Parkway Garden Grove, CA 92840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Denise Spight</i>
---	--

NOTEPAD:

HOLDER CODE CITYGAR
INSURED'S NAME MKP Construction, Inc.

MKPCO-D
OP ID: DS

PAGE 2
Date 10/15/2018

Excess policy follows form of underlying General Liability and Automobile policies. ✓

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR
POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

State or Governmental Agency or Subdivision or Political Subdivision:

City of
Garden Grove, its officers, officials, agents, employees, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "bodily injury" or "property damage" included within the "products-completed operations hazard."

10-15-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

**Name of Additional Insured Person(s) or
Organization(s):**

City of
Garden Grove, its officers, officials, agents, employees,
and volunteers

Location and Description of Completed Operations:

But only for work performed by the insured during this
policy period for the following project:

Tract #18078 - The Centre
11222 Garden Grove Blvd
Garden Grove, CA 92843

Additional Premium: Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

Policy No.: GLP2068842

GENERAL ENDORSEMENT

Primary Non-Contributory Insurance Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by the third parties listed below with respect to work performed by you and any other insurance which may be available to such third parties shall be non-contributory.

The third party to whom this endorsement applies to:

City of
Garden Grove, its officers, officials, agents, employees, and volunteers

But only for work performed by the insured during this policy period for the following project:

Tract #18078 - The Centre
11222 Garden Grove Blvd
Garden Grove, CA 92843

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Garden Grove, its officers, officials, agents, employees, and volunteers

But only for work performed by the insured during this policy period for the following project:

Tract #18078 - The Centre
11222 Garden Grove Blvd
Garden Grove, CA 92843

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

~~10-15-18~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MKP Construction

Endorsement Effective Date: 10/10/2018

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Garden Grove it's officers, officials, employees, agents and volunteers
Attn: Risk Management
11222 Acacia Parkway
Garden Grove, CA 92840

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

~~10-15-18~~ 10-15-18

POLICY NUMBER: BAP5513782-02
ENDORSEMENT #

COMMERCIAL AUTO

CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.


This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MKP Construction
Endorsement Effective Date: 10/10/2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s): City of Garden Grove it's officers,officials, employees, agents and volunteers Attn: Risk Management 11222 Acacia Parkway Garden Grove, CA 92840
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

 10-15-18

CC: 000 D052
* M: 00 I: 000 T: 001
4925 * O C O O 2 81M91372



One Tower Square, Hartford, Connecticut 06183

**POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY**

POLICY NO.: ZUP-81M91372-18-NF
ISSUE DATE: 01/23/18

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

MKP CONSTRUCTION, INC.
P.O. BOX 2049
UPLAND CA 91785

2. POLICY PERIOD: From 01/01/2018 to 01/01/2019 12:01 A.M. Standard Time at your mailing address.

3. LIMITS OF INSURANCE:

COVERAGES	LIMITS OF LIABILITY	
AGGREGATE LIMITS OF LIABILITY	\$5,000,000	General Aggregate
	\$5,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	\$5,000,000	Occurrence Limit subject to the General Aggregate
CRISIS MANAGEMENT SERVICE EXPENSES	\$50,000	all Crisis Management Events
4. SELF INSURED RETENTION:	\$10,000	any one occurrence or event

5. PREMIUM: \$24,537.00 Flat Charge Adjustable (See Premium Schedule)

6. TAXES AND SURCHARGES: \$

7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:
CROSBY INSURANCE INC
P.O. BOX 31150
ANAHEIM CA 92809-0243

COUNTERSIGNED BY:

Authorized Representative

Date: _____

OFFICE: IRVINE, CA

CC: 000 D052
001
000 T: 001
00 I: 001
* M: 4953
* O C O O 2 8 1 M 9 1 3 7 2

POLICY NUMBER: ZUP-81M91372-18-NF

UMBRELLA
ISSUE DATE: 01/23/18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Commercial General Liability

Carrier: GREAT AMERICAN ASSURANCE
COMPANY
Policy Number: AS PER SCHEDULE ON FILE WITH
THE COMPANY

Policy Period
From: 01/01/2018
to: 01/01/2019

Limits Of Liability

General Aggregate \$2,000,000*
Products-Completed
Operations Aggregate \$2,000,000
Personal and
Advertising Injury \$1,000,000
Each Occurrence \$1,000,000

Automobile Liability

Carrier: AMERICAN ZURICH INSURANCE
COMPANY
Policy Number: BAP 5513782-01

Policy Period
From: 10/01/2017
to: 10/01/2018

Limits Of Liability

Bodily Injury And Property Damage
Combined Single Limit \$1,000,000
Bodily Injury Each
Person \$
Bodily Injury Each
Accident \$
Property Damage Each
Accident \$

Employers Liability

Carrier: ZURICH AMERICAN INSURANCE
COMPANY
Policy Number: WC 5513781-01

Policy Period
From: 10/01/2017
to: 10/01/2018

Limits Of Liability

Bodily Injury By Accident
Each Accident \$1,000,000**
Bodily Injury By Disease
Policy Limit \$1,000,000**
Each Employee \$1,000,000**

*\$2,000,000 PER PROJECT
**UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

PRODUCER: CROSBY INSURANCE INC

OFFICE: IRVINE, CA

CC: 000 D052
* M: 00 I: 000 T: 001
4955 * M: 00 I: 000 T: 001
* O C O O 2 B 1 M 9 1 3 7 2

POLICY NUMBER: ZUP-81M91372-18-NF

UMBRELLA
ISSUE DATE: 01/23/18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE - CONTINUED

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Type Of Coverage:	EMPLOYEE BENEFITS LIABILITY	Limits Of Liability
Carrier:	GREAT AMERICAN ASSURANCE COMPANY	\$1,000,000 EACH CLAIM \$1,000,000 AGGREGATE
Policy Number:	AS PER SCHEDULE ON FILE WITH THE COMPANY	
Policy Period	From: 01/01/2018 to: 01/01/2019	

Type Of Coverage:	Limits Of Liability
Carrier:	
Policy Number:	
Policy Period	From: to:

Type Of Coverage:	Limits Of Liability
Carrier	
Policy Number:	
Policy Period	From: to:

PRODUCER: CROSBY INSURANCE INC

OFFICE: IRVINE, CA

APPROVAL OF FINAL TRACT MAP NO. 18078 AND SUBDIVISION IMPROVEMENT AGREEMENT WITH FAR WEST INDUSTRIES, FOR THE PROPERTY LOCATED AT 11222 GARDEN GROVE BOULEVARD, GARDEN GROVE (F: 103.TT18078)

It was moved by Council Member Klopfenstein, seconded by Council Member O'Neill that:

Final Tract Map No. TR 18078 and the Subdivision Improvement Agreement with Far West Industries, for the property located at 11222 Garden Grove Boulevard, Garden Grove, be approved, and the Subdivision Improvement Bonds be accepted; and

The City Manager be authorized to execute the Agreement on behalf of the City and make minor modifications as appropriate.

The motion carried by a 5-0-2 vote as follows:

Ayes: (5) O'Neill, T. Nguyen, Klopfenstein, K. Nguyen, Beard
Noes: (0) None
Absent: (2) Bui, Jones

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Final Tract Map No. 18078 and Subdivision Improvement Agreement with Far West Industries, for the property located at 11222 Garden Grove Boulevard, Garden Grove. <i>(Action Item)</i>	Date:	6/26/2018

OBJECTIVE

To receive City Council approval of Final Tract Map No. TR 18078 and a Subdivision Improvement Agreement with Far West Industries, for the property located at 11222 Garden Grove Boulevard, Garden Grove (on the south side of Garden Grove Boulevard, east of Euclid Street).

BACKGROUND

On February 16, 2017, pursuant to Planning Commission Resolution No. 5880-17, the Applicant, received approval of Site Plan No. SP-034-2017 and Tentative Tract Map No. TT-1792. A copy of Planning Resolution No. 5880-17 is attached.

DISCUSSION

The Tract Map will consolidate the three parcels into a single property located on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard, Garden Grove. The applicant is proposing to construct a 16-unit project that includes new commercial space in work-live units along Garden Grove Boulevard and new residential units. Easements for a public utility, vehicle access, domestic water, and appurtenances have been dedicated.

The Subdivision Improvement Agreement requires the posting of Subdivision Improvement Bonds to ensure completion of the improvement of street, sewer, water, drainage, related onsite improvements, and survey monumentation.

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

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve Final Tract Map No. TR 18078 and the Subdivision Improvement Agreement with Far West Industries, for the property located at 11222 Garden Grove Boulevard, Garden Grove, and accept the Subdivision Improvement Bonds; and
- Authorize the City Manager to execute the Agreement on behalf of the City and make minor modification as appropriate.

By: Kamyar Dibaj, MS, Project Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
TRACT MAP 18078 PG 1	6/12/2018	Backup Material	6-26-18_TRACT_18078-SHEET_1.pdf
TRACT MAP 18078 PG 2	6/12/2018	Backup Material	6-26-18_TRACT_18078-SHEET_2.pdf
SUBDIVISION AGREEMENT	6/12/2018	Backup Material	6-26- 18_11222_GG_BLVD_SUBDIVISION_IMPROVEMENT_AGREEMENT.docx
Planning Resolution	6/19/2018	Resolution	6-26-18_Planning_Resolution.pdf

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVIDER: FAR WEST INDUSTRIES

TRACT MAP NO. 18078

THIS AGREEMENT is made this 26th day of June, 2018, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and **FAR WEST INDUSTRIES**. ("SUBDIVIDER"). CITY and SUBDIVIDER are sometime referred to herein individually as the "Party" or collectively as the "Parties."

RECITALS:

The following recitals are a substantive part of this Agreement:

1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Tract Map No 18078 ("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 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 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.
4. SUBDIVIDER has requested approval of the Final Map prior to completion of all of the Improvements.
5. To assure CITY that SUBDIVIDER will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.
6. 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 Map, are a material consideration to CITY in approving the Final Map and permitting development of the Project to proceed.
7. 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 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 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 by reference, 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 \$257,538.00.

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 (or a cash deposit or instrument of credit in lieu of bonds):

Improvement	Type of Bond	Amount
100% of total estimate for Off-Site Improvements and On-Site Grading, Water/Sewer & Drainage Improvements as shown on Grading Plan No. G-1346, Water/Sewer Plan No. W-588.	Faithful Performance	\$257,538.00
50% of total estimate for Off-Site Improvements and On-Site Grading, Water/Sewer & Drainage Improvements as shown on Grading Plan No. G-1346, Water/Sewer Plan No. W-588	Labor & Material	\$127,765.22
100% total estimate for Survey Monument Bond for setting required survey monuments and filing all documentation and records as described and required by the Final Tract Map on file with the CITY	Monument Bond	\$4,500.00

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. Any instrument of credit provided in lieu of bonds shall from a qualified financial institution, and in a form, acceptable to CITY.

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 and Indemnification Requirements.**
 - 7.1 **Commencement of Work.** Unless expressly waived in writing by CITY, insurance meeting the requirements set forth in this Agreement and covering the acts and omissions of SUBDIVIDER and all contractors and subcontractors engaged in any way in the construction and installation of the Improvements must be provided to CITY, and SUBDIVIDER and all contractors and subcontractors shall not commence work under this Agreement until all required insurance certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
 - 7.2 **Contractors and Subcontractors.** SUBDIVIDER shall require all contractors and subcontractors engaged in construction or installation of the Improvements to obtain and maintain the same insurance coverage as required of SUBDIVIDER herein, and shall require such contractors and subcontractors to agree to comply with the insurance requirements herein, including providing the endorsements naming the CITY as an additional insured. SUBDIVIDER shall be

responsible to collect and maintain all insurance from all contractors and subcontractors. Should the insurance carrier for any contractor or subcontractor require an agreement with the CITY prior to providing effective additional insured coverage, then such contractor or subcontractor shall be required to execute an agreement with the CITY, in a form approved by the City Attorney, agreeing to perform the pertinent work and stipulating to indemnify and provide insurance under the terms of the Insurance and Indemnification Requirements of this Agreement.

7.3 **Workers Compensation Insurance.** SUBDIVIDER shall obtain and maintain Workers Compensation Insurance prior to commencing any work hereunder in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

7.4 **Insurance Amounts.** SUBDIVIDER shall provide and maintain and shall cause its contractors and all subcontractors engaged in any way in the construction and installation of the Improvements to provide and maintain the following insurance prior to commencing any work hereunder:

(a) Commercial general liability, including mobile equipment and not excluding XCU, in an amount not less than \$5,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount not less than of \$2,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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

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

For any claims related to this Agreement, SUBDIVIDER's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees,

agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the SUBDIVIDER'S insurance and shall not contribute with it.

The insurer for each policy of insurance required pursuant to this Agreement shall waive its rights of subrogation and provide a waiver of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

In the event any of SUBDIVIDER'S underlying policies do not meet policy limits within the insurance requirements, SUBDIVIDER shall provide: 1) the schedule of underlying policies for a follows form excess liability policy, 2) state that the excess policy follows form on the insurance certificate, and 3) an additional insured endorsement for the follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers.

If SUBDIVIDER maintains higher insurance limits than the minimums shown above, SUBDIVIDER shall provide coverage for the higher insurance limits otherwise maintained by the SUBDIVIDER.

7.5 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 itself and all contractors and subcontractors constructing or installing any of the Infrastructure 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 Infrastructure 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 Infrastructure 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 by SUBDIVIDER. 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. SUBDIVIDER's responsibility for such liability, obligations, acts or omissions shall survive until such liability or obligations are fully and finally resolved, or until the statute of limitations on such acts or omissions has elapsed.
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 retirement 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.

If to SUBDIVIDER:
Far West Industries
Attn: Jorge Alvarez
2922 Daimler Street
Santa Ana, California 92705

If to CITY:

City of Garden Grove
Attention: Public Works Director
11222 Acacia Parkway
Garden Grove, California 92840

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 so construed and interpreted, and all remaining provisions shall remain valid and enforceable.
13. **Mutual Agreement**. The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

"CITY"
CITY OF GARDEN GROVE

Date: _____

BY: _____
City Manager

ATTEST:

City Clerk
Date: _____

"SUBDIVIDER"
FAR WEST INDUSTRIES

Date: _____

By: _____

Name: David Graves

Date: _____

Its: _____

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

Garden Grove City Attorney
Date: _____

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.

EXHIBIT A

Engineer's Probable Cost Estimate
 Tract 18078 - Garden Grove
 11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		GRADING IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	Earthwork	2,000	CY	3.78	\$ 7,560.00
2	Import	80	CY	4.10	\$ 328.00
3	4" AC over 8: Class II AB	4,806	SF	3.90	\$ 18,743.40
4	Concrete curb Type A-6 per City Std. B-112	365	LF	15.00	\$ 5,475.00
5	Eco-Stone permeable pavers over 18" thick open graded gravel base	1,284	SF	6.50	\$ 8,346.00
6	6" dia. SCH 40 PVC drain pipe	110	LF	20.00	\$ 2,200.00
7	Rectangular channel	42	LF	30.00	\$ 1,260.00
8	6" dia. PVC perforated pipe in gravel bed	270	LF	30.00	\$ 8,100.00
9	Overflow junction with solid frame	2	EA	1,000.00	\$ 2,000.00
10	Slough wall with 6' high wrought iron fence	92	LF	50.00	\$ 4,600.00
11	Slough wall 1' high	195	LF	30.00	\$ 5,850.00
12	Full depth AC	82	LF	5.00	\$ 410.00
13	Handrail	26	LF	40.00	\$ 1,040.00
14	Brooks drain box with traffic grate #2424	1	EA	600.00	\$ 600.00
15	3' wide concrete alley gutter	105	LF	15.00	\$ 1,575.00
16	4" thick concrete walkway per City Std. B-105	1,985	SF	10.00	\$ 19,850.00
17	4" thick white paint	1	LS	500.00	\$ 500.00
18	Observation well	4	EA	200.00	\$ 800.00
19	Channel drain	25	LF	10.00	\$ 250.00
20	6" PCC over 6" base	134	SF	4.00	\$ 536.00
21	Eco-Stone paves over 6" gravel	650	SF	6.00	\$ 3,900.00
22	6' high wrought iron fence	268	LF	40.00	\$ 10,720.00
Total Engineer's Estimate					\$ 104,643.40

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



Engineer's Probable Cost Estimate
 Tract 18078 - Garden Grove
 11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		STREET IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	Concrete curb and gutter Type C-8 per City Std. B-113	82	LF	10.00	\$ 820.00
2	Parkway drain culvert per APWA Std. 151-2	3	EA	3,200.00	\$ 9,600.00
3	Driveway per City Std. B-120	308	SF	20.00	\$ 6,160.00
4	PCC sidewalk per City Std. B-106	786	SF	10.00	\$ 7,860.00
5	Remove existing tree and tree well and reconstruct tree well per City Std. 217	1	LS	1,000.00	\$ 1,000.00
Total Engineer's Estimate					\$ 25,440.00

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



Engineer's Probable Cost Estimate
 Tract 18078 - Garden Grove
 11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

WATER IMPROVEMENTS					
No.	Description	Quantity	Unit	Unit Price	Total
1	8" PVC AWWA C-900 DR14 Class 305 water main	355	LF	60.00	\$ 21,300.00
2	6" PVC AWWA C-900 DR14 Class 305 water main	64	LF	55.00	\$ 3,520.00
3	12"x8" S.S. tapping sleeve and tapping valve with restraints per City Std. B-750	1	EA	6,000.00	\$ 6,000.00
4	Wet barrel fire hydrant assembly per City Std. B-702	1	EA	6,000.00	\$ 6,000.00
5	1" water service per City Std. B-719 with traffic grate	16	EA	1,000.00	\$ 16,000.00
6	2" blow off valve per City Std. 744	2	EA	1,400.00	\$ 2,800.00
7	Concrete anchor block per City Std. B-710	5	EA	300.00	\$ 1,500.00
8	8"x6" reducer	2	EA	600.00	\$ 1,200.00
9	8"x8"x8" tee	1	EA	800.00	\$ 800.00
10	8" 90° elbow	2	EA	400.00	\$ 800.00
11	6" resilient wedge gate valve	3	EA	1,800.00	\$ 5,400.00
12	Cut and plug existing 6" water line and abandon in place	LS	LS	2,000.00	\$ 2,000.00
13	Street resurfacing and trench backfill per City Std. B-134	278	SF	5.00	\$ 1,390.00
14	2" sleeve	84	LF	10.00	\$ 840.00
15	8" resilient wedge gate valve	1	EA	2,500.00	\$ 2,500.00
16	6" 90° elbow	1	EA	600.00	\$ 600.00
17	6"x6"x6" tee	1	EA	500.00	\$ 500.00
18	1" water service per City Std. B-719 (irrigation purposes)	1	EA	2,500.00	\$ 2,500.00
Total Engineer's Estimate					\$ 75,650.00

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



Engineer's Probable Cost Estimate
 Tract 18078 - Garden Grove
 11222 Garden Grove Blvd., Garden Grove, CA

May 31, 2018

		SEWER IMPROVEMENTS			
No.	Description	Quantity	Unit	Unit Price	Total
1	Sewer manhole per City Std. S-100	2	EA	5,500.00	\$ 11,000.00
2	Sewer cleanout per CPC	19	EA	58.75	\$ 1,116.25
3	6" dia. Extra strength VCP sewer pipe per City Std S-106	55	EA	320.00	\$ 17,600.00
4	6" dia. PVC SDR 35 sewer pipe per CPC	286	LF	30.00	\$ 8,580.00
5	4" PVC SDR sewer lateral per CPC	290	LF	39.66	\$ 11,501.40
Total Engineer's Estimate					\$ 49,797.65

DMS Consultants, Inc.
 Surender Dewan, P.E.
 34559 Expires: 09/30/19



EXHIBIT B

DMS
CONSULTANTS, INC.
CIVIL ENGINEERS

June 4, 2018

Kamyar Dijab
Associate Engineer
City of Garden Grove
11222 Acacia Parkway,
Garden Grove, CA 92840

SUBJECT: Tract 18078

Dear Mr. Dijab:

This is to state that our fee to the Developer for setting the monuments indicated on the Final Tract Map for the subject project will be \$4,500.00.

The monuments as indicated will be set on or before 30 days after acceptance of final improvements by the City.

If you have any questions please contact the undersigned.

Sincerely,
DMS Consultants, Inc.

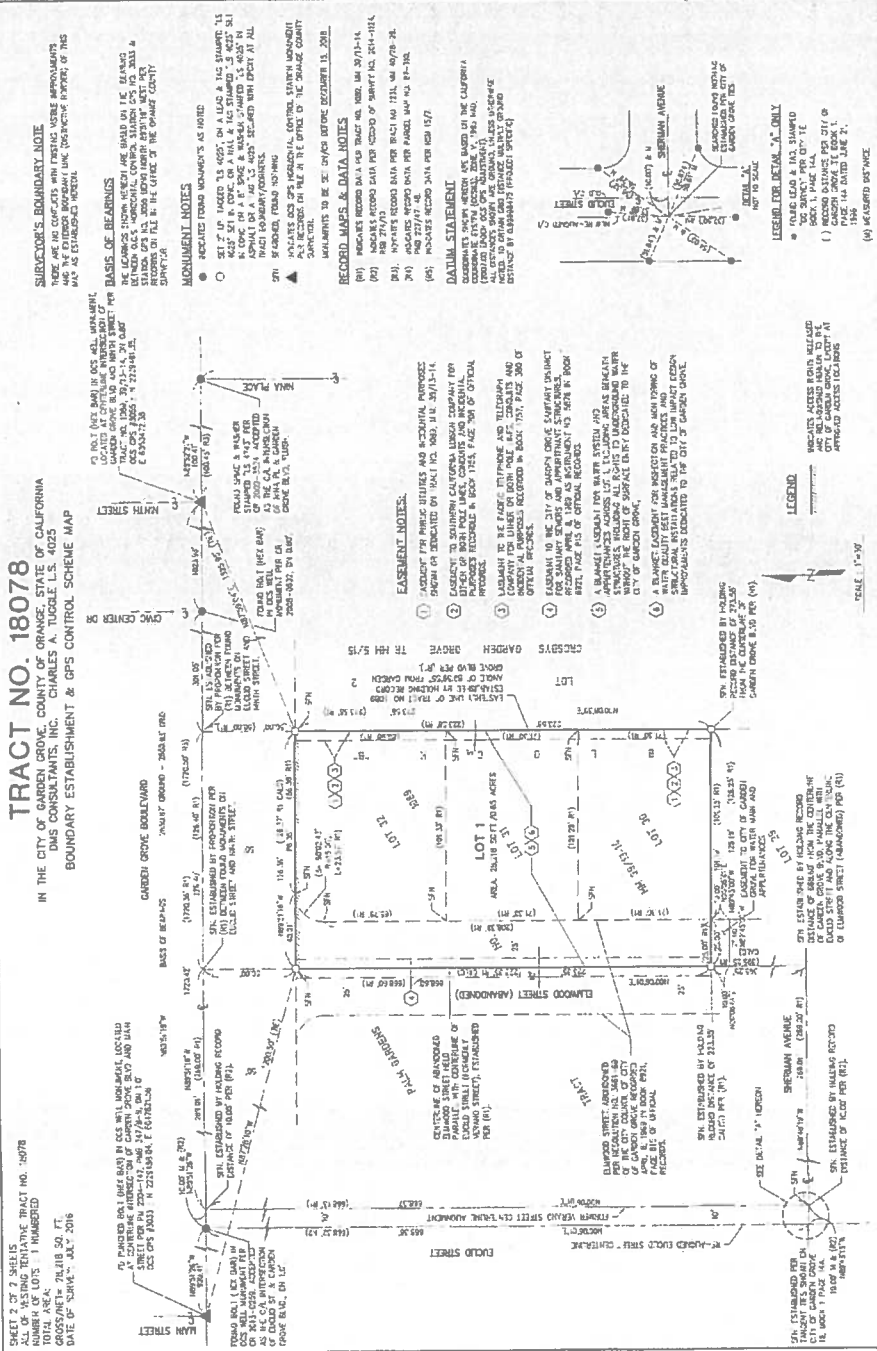


Surender Dewan, P.E.
President



TRACT NO. 18078
 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA
 DNS CONSULTANTS, INC. CHARLES A. TUCKER, L.S. 4025
 BOUNDARY ESTABLISHMENT & GPS CONTROL SCHEME MAP

SHEET 2 OF 2 MARKS
 ALL OF THESE BOUNDARY TRACT NO. 18078
 NUMBER OF LOTS 1 NUMBERED
 TOTAL AREA 24,818.50 FT.
 DATE OF SURVEY JULY 2016



RESOLUTION NO. 5880-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-034-2017, CONDITIONAL USE PERMIT NO. CUP-097-2017 AND TENTATIVE TRACT MAP NO. TT-17928 FOR THREE CONTIGUOUS PROPERTIES THAT ARE LOCATED ON THE SOUTH SIDE OF GARDEN GROVE BOULEVARD, EAST OF EUCLID STREET, AT 11222 GARDEN GROVE BOULEVARD, ASSESSOR PARCEL NOS. 100-013-09, 100-013-10, AND 100-013-13.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session, assembled on February 16, 2017, and approved Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. 17928, subject to the Conditions of Approval attached hereto as "Exhibit A", and subject to the approval of Development Agreement No. DA-005-2017 by the Garden Grove City Council.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-1792, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Far West Industries (the "Applicant").
2. The Applicant has requested approval of a Site Plan to construct a 16-unit mixed use development that includes two (2) work-live and 14 residential units on a vacant 28,232 square foot site, a Conditional Use Permit for two work-live units with a tandem format for their parking, and a Tentative Tract Map to consolidate the site into a single parcel with condominiums. A Development Agreement incorporating these proposed land use entitlements is also proposed.
3. Pursuant to the California Environmental Quality Act (CEQA), the City of Garden Grove has determined that the proposed project is categorically exempt from the CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (14 Cal. Code Regs., Section 15332). The proposed project consists of an in-fill development on a site of less than five acres, substantially surrounded by urban uses and which can be adequately served by all required utilities, and the project is consistent with the applicable General Plan land use designation, all applicable General Plan policies, and the applicable zoning designation and regulations. The project site has no value as habitat for endangered, rare, or threatened species. Further, approval of the proposed project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
4. The properties have a General Plan Land Use designation of Civic Center Mixed Use, and are currently zoned CC-3 (Civic Center Core). The subject site is currently vacant.
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 16, 2017, and all interested persons were given an opportunity to be heard.
8. Concurrently with adoption of this Resolution, on February 16, 2017, the Planning Commission adopted Resolution No. 5881-17, recommending that the City Council approve Development Agreement No. DA-005-2017 for the Project. The facts and findings set forth in Planning Commission Resolution No. 5880-17 are hereby incorporated into this Resolution by reference.
9. The Planning Commission gave due and careful consideration to the matter during its meeting of February 16, 2017.

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Section 9.32.030 are as follows:

FACTS:

The site at 11222 Garden Grove Boulevard has been vacant for many years. A restaurant was previously on the site and building permit records show construction of a 2,680 sq. ft. restaurant in 1960. The owner mentioned that there was a Coffee Shop on the site, built in 1955 and remembers the original name as Craig's Family Restaurant.

The site is three contiguous parcels on the south side of Garden Grove Boulevard, and is the second frontage east of Euclid Street. It sits between the office building owned by Informative Research at the southwest corner of Euclid Street and Garden Grove Boulevard and the Lincoln Educational Training Center, owned by the Garden Grove School District, to the east.

The property was included in the 2012 rezoning of properties to Mixed Use and is zoned CC-3, Civic Center Core.

The applicant is proposing to construct a 16-unit project that meets the requirements of the Civic Center Core zoning. The project includes two (2) new work-live units along Garden Grove Boulevard and 14 new residential units.

A request for a Tentative Tract Map will consolidate the three parcels which have existed since the restaurant and parking lot where on the site. The Tentative Tract Map will consolidate the parcels into a single property with 16 condominium units.

The development is designed with buildings on both side of a central drive aisle. The work-live units have commercial spaces along the sidewalk on Garden Grove Boulevard and attached residential units on top. As required by the code, the

commercial façade has 18 foot high ground floor spaces with large storefront windows.

Residential units flank the drive aisle with four (4) on each side behind the work-live units. There are two buildings at the back of the lot that each contain three (3) units. The rear units have the only single bedroom units; one per building. All other residential units are 2-bedroom.

The project provides more open space than required and these areas are a mix of an active recreation area, passive walkway areas, and individual decks and balconies.

Work-live units are permitted in the CC-3 zone with a Conditional Use Permit. The two (2) work-live units in the development provide the required pedestrian-oriented storefronts along Garden Grove Boulevard and allow a business operator to live above. The work-live units implement Policy LU-1.6 for the General Plan's Land Use Element, "to encourage workplace development in close proximity to residences in areas designated as Mixed Use". Uses in the work-live units are restricted to make the project compatible with the other residences on the site and the surrounding area.

Parking meets the mixed-use requirements with 2-enclosed garage spaces for each unit along with open visitor spaces. The work-live units are permitted to provide a tandem format for their parking through a conditional use permit. The work-live units will be adequately parked as the design of the project places four open parking spaces including one handicapped space next to the commercial storefronts along with the two private tandem spaces in the garages of the work-live units. Mixed-use parking standards allow for the sharing of some spaces as a daytime commercial user is typically gone by the time a residential guest needs the space at night.

The project is designed to be an attractive, modern development. The development furthers the intent of Downtown Civic Center by "encouraging civic, educational, commercial, high-density residential, and compatible uses that enliven the City's core and work together to create a walkable, lively district that encourages interaction and engagement in community activities" (Section 9.18.010.20 Mixed Use Zones Establishment and Intent, Title 9).

FINDINGS AND REASONS:

SITE PLAN:

1. The Site Plan is consistent with the General Plan and complies with the spirit and intent of the provisions, conditions and requirements of the Municipal Code and other applicable ordinances.

The subject site has a General Plan land use designation of Civic Center Mixed Use (CCMU) and is zoned CC-3 (Civic Center Core). The proposed project of 16 units, two (2) work-live and 14 residential, with commercial storefronts along the Garden Grove Boulevard frontage meets the intent of the Civic Center Land Use designation from the General Plan that calls for "mid-rise, mixed use buildings that have a human scale and front on pedestrian-friendly streets". "These buildings are to be articulated with first-floor shops and have offices or residences above." The proposal is consistent with several policies from the General Plan's Land Use Element including: Policy LU-1.2 – to encourage modern residences in areas designated as Mixed Use and Policy LU-1.4 – to encourage active and inviting pedestrian-friendly street environments that include a variety of uses. The Site Plan complies with both the spirit and intent of the provisions, conditions, and requirements of the Municipal Code and other applicable ordinances. The proposal complies with the requirements of the CC-3 zone to allow multiple-family residential projects on the subject site only with a commercial component along Garden Grove Boulevard. The design of the site, placement of buildings, the area and size of the open space areas, the number of on-site parking spaces, and the landscape areas are all consistent with the development standards of the CC-3 zone.

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 proposed development has been designed to meet the Code's requirements for access, on and off-site circulation and off-street parking. The plans have been reviewed by the City's Traffic Engineering Division and a technical study on traffic was prepared to determine that the project will have no adverse impacts to surrounding streets. The site provides sufficient parking to accommodate the two (2) proposed work-live units and the 14 residential units.

Furthermore, the City's Fire Department has also reviewed the plans, and all appropriate conditions of approval will eliminate any adverse impacts to surrounding streets should there be an emergency.

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 proposed development once the developer provides the necessary improvements for the project. The proposed mixed-use project will not adversely affect essential public facilities such as streets and alleys, utilities, and drainage channels. Utilities and drainage channels in the area are adequate to accommodate the development.

The proposed development will also provide landscaping and proper grading of the site in order to maintain proper drainage in the area. The Public Works Engineering and Water Services Division have reviewed the plans.

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

The project has been reviewed by the Public Works Department. The applicant has worked with the Public Works Department on the location of the water lines, water meters, and sewer line. Therefore, the project will not adversely impact the City's ability to perform its required public works functions.

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

Development standards for the CC-3 zone require that the building frontages and storefronts on the subject site be brought towards the sidewalk forming a consistent streetwall to enhance the pedestrian environment and maintain the desired character of the Downtown. The large storefront windows and tall ceiling heights of the commercial storefronts create interest along the sidewalk. The project is located between an office building and the Lincoln Continuation School and its modern, attractive design will enhance the area and be compatible with the mix of uses already occurring in the Downtown.

6. 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 to meet the CC-3 zone requirements for mid-rise housing that is denser and more urban. The open space is provided in a mix of private balconies and roof decks, along with an active recreation area and passive walkways. The project is designed with attractive modern architecture, interesting signage, pedestrian path gateways, landscaped walkways that connect the buildings and other amenities that create an attractive environment. All landscaped areas are required to adhere to the landscaping requirements of the Title 9 of the Municipal Code. Through the conditions of approval for the project, the necessary protection and maintenance of all landscaping will be achieved.

CONDITIONAL USE PERMIT:

1. That the proposed use will be consistent with the City's adopted General Plan and redevelopment plan.

The proposed mixed-use development is consistent with the General Plan Land Use Designation of the property, Civic Center Mixed Use, as the design includes both commercial work-live units at the front and residential units on the rest of the site. The work-live units provide the required pedestrian-oriented storefront along Garden Grove Boulevard and allow at least one of the business operators to live above. By allowing work-live units and the tandem format for their parking spaces, such units are encouraged and consistent with Policy LU-1.6 of the General Plan's Land Use Element, to encourage workplace development in close proximity to residences in areas designated as Mixed Use.

2. That the requested use at the location proposed will not adversely affect the health, peace, comfort, or welfare of the persons residing or working in the surrounding area.

The surrounding area is part of the Civic Center and developments are intended to enhance and maintain the best characteristics of the Downtown by having compact development within a pedestrian-oriented district that provides opportunities for people to engage in civic, business, educational and recreational activities near their homes. Parking can be built to respond to the ability of uses to share parking based on their functions and demands. Therefore, the proposed mixed use development will maintain important aspects of the Downtown. The work-live units provide the required commercial storefronts along the street with zero front setback. Development standards require that the commercial spaces be a useable size with a minimum of 40 feet in depth for 60% of the building width. The proposed commercial space extends across the entire front of the buildings.

To protect the health, peace, comfort, and welfare of people living in the area, uses in the work-live units are restricted and do not allow auto repair or auto maintenance uses nor any use that stores flammable liquids or hazardous materials beyond that normally associated with residential use. The requested tandem format for the garages of the work-live units will be limited to the two private parking spaces and not affect the open visitor space provided at the storefront. Also, the design of the project places four open parking spaces including one handicapped space next to the commercial storefronts. Mixed-use parking standards allow that some portion of visitor parking spaces can be shared as daytime commercial users leave before most residential guests arrive at night. Conditions of approval will require that space for vehicle parking will be maintained in garages and that this requirement will be included in the CC&Rs.

3. The proposed use will not interfere with the use, enjoyment, or valuation of the property of other persons located in the vicinity of the site.

The proposed mixed-use project will not unreasonably interfere with the use, enjoyment, or valuation of the property of other persons located within the

vicinity of the site. Rather, the development will enhance a vacant lot with an attractive, modern development that meets the requirements to provide pedestrian-oriented storefronts along the Garden Grove Boulevard frontage. People within the vicinity will be able to use the services of the commercial business. New modern construction will add to the valuation of properties in the area. The tandem format for the work-live units, allows flexibility to design an adequately sized commercial space and its attached living spaces. There is adequate parking on the site to accommodate the two work-live units and the 14 residential units.

4. The proposed use will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare.

The mixed use development is consistent with the allowable uses for the CC-3 zone and will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare. Pursuant to the conditions of approval, only uses permitted or conditionally permitted in the CC-3 zone may be maintained in the live-work units; auto repair uses, and the storage of flammable liquids or hazardous materials beyond that normally associated with a residential use, heavy industrial uses, entertainment uses, and full service restaurants will be prohibited; no uses that cause vibration, noise, odor, traffic or other impacts that could cause excessive impacts to the surrounding properties shall be permitted; and all work associated with a non-residential use in any of the work-live units shall be done indoors. In addition, Chapter 9.18 of the Garden Grove Municipal Code contains express restrictions on the use and operation of work-live mixed use projects. Provided that proposed work-live mixed-use development adheres to the conditions of approval for the life of the project and the code requirements for the operation of the work-live units, the proposed project will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare.

5. That the proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in this title or as is otherwise required in order to integrate such use with the uses in the surrounding area.

The proposed project has been designed to comply with the development standards and requirements of the CC-3 (Civic Center Core) zone. The site is adequate in size and shape to accommodate the new structures and associated site improvements, which include parking facilities, landscaping, and development walls. The commercial storefronts were required to be close to the sidewalk along Garden Grove Boulevard, within zero to five feet. The tandem format parking spaces for the work-live units are of the required size and double doors provide access to the commercial space for ease of use.

6. The proposed site is adequately served by highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic to be generated, and by other public or private service facilities as required.

The site is adequately served by Garden Grove Boulevard and the development of the project will include an accessible driveway providing both ingress and egress. The site is also adequately served by the public service facilities required such as public utilities: gas, electric, water, and sewer facilities.

TENTATIVE TRACT MAP:

All findings for approval of the proposed Tentative Tract Map under Section 9.40.060 (Tentative Maps – Findings Required) of the Garden Grove Municipal Code and State law can be made.

1. That the proposed map is consistent with the General Plan.

The proposed tentative map will facilitate a development project consisting of 16-units, two (2) work-live and 14 residential, with commercial storefronts along Garden Grove Boulevard, which meets the intent of the General Plan Civic Center Land Use designation and is consistent with several policies from the General Plan Land Use Element including: Policy LU-1.2 – to encourage modern residences in areas designated as Mixed Use; Policy LU-1.4 – to encourage active and inviting pedestrian-friendly street environments that include a variety of uses, and; Policy LU-1.6 – to encourage workplace development in close proximity to residences in areas designated as Mixed Use.

2. The design and improvement of the proposed subdivision is consistent with the General Plan.

The proposed map is consistent with the General Plan in that it allows the development of a mixed use project with commercial storefronts along Garden Grove Boulevard and residential units on the rest of the site. The three lots existed under the previous development of a restaurant and its parking lot on the overall site. The Tentative Tract Map has been reviewed by the City's Engineering Division and determined to be consistent with the General Plan.

3. The site is physically suitable for the proposed type of development.

The consolidated site can accommodate the proposed development and meet all the development standards and City requirements.

4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The requirements of the California Environmental Quality Act have been satisfied.

5. The requirements of the California Environmental Quality Act have been satisfied.

Pursuant to the California Environmental Quality Act (CEQA), the City of Garden Grove determined that the proposed project is categorically exempt from the CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (Cal. Code Regs., Section 15332).

6. The site is physically suitable for the proposed density of the development.

As stated in No. 3 above, the consolidated site can accommodate the proposed development of 16 units and meet all the development standards and City requirements. The proposal is for a density of 24 units per acre, while the code would allow a density of 42 units per acre.

7. The design of the subdivision and the proposed improvements are not likely to cause serious public health problems.

Tentative Tract Map No. TT-17928 is to consolidate three lots into a single lot and sell the units as condominiums. The proposed improvements are typical of similar sized developments in town and have been reviewed by all City Departments to determine that serious public health problems are not likely.

8. That the design of the subdivision and the proposed improvements will not conflict with easements of record established by court judgement acquired by the public at large for access through or use of property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided, and that these will be substantially equivalent to the ones previously acquired by the public;

No such easements for public access are associated with the subject parcels. In addition, the property is not subject to the Williamson Act contract, an open space easement, or conservation easement.

9. The design and improvements of the proposed subdivision are suitable for the uses proposed, and the subdivision can be developed in compliance with the applicable zoning regulations.

The design of the condominium subdivision creates a suitable environment for the work-live and residential uses proposed and meets all applicable zoning regulations. The proposal will construct an attractive development with code compliant parking facilities, landscaping, open space, circulation, and other amenities.

10. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision (Gov. Code Sec. 66473.1).

The developer is required to provide power in the garage that will allow for EVCS (electric vehicle charging stations) in the future. Also, the dwelling unit roofs shall be "solar ready" and therefore, capable of providing future solar panels.

11. The design, density and configuration of the subdivision strikes a balance between the effect of the subdivision on the housing needs of the region and of public service needs. In addition the character of the subdivision is compatible with the design of the existing structures and the lot sizes of the subdivision are substantially the same as the lot sizes within the general area.

The subdivision strikes a good balance of providing the Downtown character of interesting storefronts along Garden Grove Boulevard and providing modern residential units within walking distance of shops, restaurants, and parks. The Tentative Tract Map (TT-17928) is to consolidate three underlying parcels into a single parcel and create 16 condominium units. The lot size is similar to other multi-family developments in the area and the unit sizes are typical of current market trends. The subdivision meets the intent of the General Plan and Civic Center zoning to create an interesting mix of uses in the pedestrian-oriented Downtown district.

12. The subject property is not located within a state responsibility area or a very high fire hazard severity zone, the proposed is served by local fire suppression services, and the proposed subdivision meets applicable design, location, and ingress-egress requirements.

The proposal has been reviewed by the City's Fire Department and meets all applicable design, location, and ingress-egress requirements. The subject property is not located within a state responsibility area or a very high fire hazard severity zone.

13. The discharge of waste from the proposed subdivision into the existing sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board. The conditions of approval for on- and off-site improvements will ensure permitted capacity of the public sewer system is not exceeded.

The proposal has been reviewed by the City’s Public Works, Water Services Division, to ensure compliance with applicable requirements by the California Regional Water Quality Control Board. The Water Services Division has crafted extensive Conditions of Approval to further ensure that the sewer system meets all requirements and that all on- and off-site improvements ensure the permitted capacity of the public sewer system is not exceeded.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and findings set forth in the staff report.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan, Conditional Use Permit, and Tentative Tract Map possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.32.030 and 9.40.060.
2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the attached Conditions of Approval (Exhibit "A") shall apply to Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
3. Approval of this Site Plan, Conditional Use Permit, and Tentative Tract Map shall be contingent upon the approval of Development Agreement No. DA-005-2017 by the Garden Grove City Council.

Adopted this 16th day of February, 2017

ATTEST:

/s/ ANDREW KANZLER
VICE CHAIR

/s/ JUDITH MOORE
SECRETARY

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

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on February 16, 2017, by the following vote:

AYES: COMMISSIONERS: (5) BARKER, KANZLER, NUYGEN, PAREDES,
ZAMORA
NOES: COMMISSIONERS: (0) 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 March 9, 2017.