APPLICATION CHECKLIST AND CASE PROGRESS LOG

Case Identification No. SP-225-98 Case Planner R. UNK
Related Case File Nos. CUP-412-98, PM-98-166, V-237-98

Date Filed 7/1 Application Det. Complete 7/13 Hearing Date 8/19 Hearing Body PC

* * * * *

Applicant Pacific Development Partners, LLC
Address 177 S. Beverly Dr.
City Beverly Hills CA 90212
Phone (310) 278-9595

Property Owner Garden Grove Agency for Community Development
Address 11222 Acacia Pkwy
City GG CA 92840
Phone (714) 741-5120

* * * * *

Site Address 12951 Euclid St.
Site Location NWC Euclid St & GG Blvd
Flood Zone
Map & Panel No.

Assessor Parcel No(s) 90-163-36, 162-27
General Plan MX
Current Zone MX/S3
Proposed Zone N/A

Processing Information

	DATE		DATE
Application Submitted	7/1	Site Inspection	—
Application Correction Notice	—	Resumes Dist.	7/15
Application Acceptance Letter	—	Legals Faxed to Paper	7/27
Fees Sent to Cashier	7/15	Mailed Legals Sent Out	
P.C.C. Technical Review	7/21	Final Staff Report	
P.C.C. Environmental Review	7/21	Staff Report Delivered	
Prepare Mailing List	7/15	Parcel numbers	7/28
Final Legal Notice	—	Xtra labels (Tenant)	7/28

Identification No. _____ Hearing Date_____

DEVELOPMENT SERVICES DEPARTMENT

PUBLIC HEARING NOTICE WORKSHEET

Subject Site: (See Attached Map-Red Circles)

111 extra Cards

90-162-27
163-36

1. Total Subject Site _____

300 Foot Radius (See Attached Map-Yellow Circles)

( )* 90-161-01-04	( ) 99-105-36,37	( )
( ) 06-18	( ) 38,39	( )
( ) 34	( ) 5,17	( )
( ) 31, 33	( ) 100-013-48	( )
( ) 162-27	( )	( )
( ) 163-36	( )	( )
( ) 163-37	( )	( )
( ) 164-26	( )	( )
( ) 37	( )	( )
( ) 41	( )	( )
( ) 89-213-33, 34	( )	( )
( ) 09-22	( )	( )
( ) 90-141-06	( )	( )
( ) 27	( )	( )
( ) 930-97-428-485	( )	( )
( )	( )	( )

Total to be notified (1+2) _____

Total parcels on map _____

Total parcels on printout _____

Date Planning Supervisor Date

2. Total 300' Radius _____

* ( ) indicates total number of parcels in range

Attachments (in order) Parcel Map - Computer Printout - Returned Mailings

Case-Prg.app 07/15/93

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

Community Development Dept.)
City of Garden Grove)
11222 Acacia Parkway)
Garden Grove, CA 92640)
)
)

(Space above for Recorder.)

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

Dated: _____

DEVELOPMENT AGREEMENT

12951 EUCLID STREET TRUST (PACIFIC DEVELOPMENT PARTNERS, LLC.) & GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT SP-225-98, V-237-98, PM-98-166, & CUP-412-98

THIS AGREEMENT is made this _____ day of _____, 1998, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), 12951 EUCLID TRUST (DEVELOPER), and the GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic ("PROPERTY OWNER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. The PROPERTY OWNER and DEVELOPER entered into a Disposition and Development Agreement (DDA) on August 11, 1998, for the construction of a 47,448 square foot, 2-story, educational building, at 12951 Euclid Street, Parcel Nos. 090-162-27, and 090-163-36.

2. The CITY, PROPERTY OWNER, and DEVELOPER desire to enter into this DEVELOPMENT AGREEMENT for the construction of an approximately 47,448 square foot, 2-story, educational building.

3. The PROJECT is a development requiring certain discretionary approvals by the CITY before it may be constructed.

4. The CITY'S Planning Commission approved Site Plan No. SP-225-98, V-237-98, PM-98-166, and CUP-412-98, on August 19, 1998, conditioned upon DEVELOPER entering into a Development Agreement.

5. Government Code Section 65864 et seq. provides the authority for CITY to enter into binding development agreements with a developer having a legal and equitable interest in real property.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. DURATION. The term of this Agreement shall be coterminous with the terms of the DDA, provided however, in the event that if the DDA is terminated, this Agreement shall also be terminated and be of no further force or effect.

2. Permitted Uses. The following uses are permitted at the PROJECT: An approximately 47,448 square foot, 2-story, educational building, as permitted under Site Plan No. SP-225-98, Variance No. V-237-98, Tentative Parcel Map No. PM-98-166, and Conditional Use Permit No. CUP-412-98.

3. Density/Intensity. The density or intensity of this project is as follows: An approximately 47,448 square foot, 2-story, educational building as approved under Site Plan No. SP-225-98, Variance No. V-237-98, Tentative Parcel Map No. PM-98-166, and Conditional Use Permit No. CUP-412-98.

4. Maximum Height and Building Size. The maximum height and building size are as follows: The maximum building height shall be two stories (approximately 42 feet) as indicated on the approved site plan. The total building area shall not exceed 47,448 square feet for the educational building.

5. Reservation or Dedication. The reservation of easements or dedication of property to the City is as follows: As described in Planning Commission Resolution No. 4921.

6. Improvements. The improvements described in the Planning Commission Resolution No. 4921 shall be constructed prior to the occupancy of the two-story educational building.

7. Scope of Project. The Project shall consist of those uses stated in paragraph two, with a density/intensity that does not exceed the limit stated in paragraph three, with a building height and size that does not exceed the limit stated in paragraph four.

8. Resolution/Material Terms. All conditions of approval as per Planning Commission Resolution No. 4921, attached hereto and incorporated herein as Exhibit "1," are material terms of this Agreement. Breach of any condition of approval shall be deemed to be a breach of this Development Agreement.

9. Reimbursement. DEVELOPER shall pay CITY as follows:

   9.1 Amount. One percent of building valuation.

   9.2 Not to Exceed. Payment under this Agreement shall not exceed $32,670.00.

10. Records of Expenses. DEVELOPER shall keep records in which complete and correct entries will be made of construction costs. These records will be available to CITY.

11. City Agreement. CITY agrees that one (1) percent of the project valuation, not to exceed $32,670.00 will reimburse CITY for the cost of certain CITY services required by the proposed development that are not otherwise being reimbursed to CITY.

12. Payment Due Date. The reimbursement amount shall be due and payable prior to the issuance of building permits for the PROJECT or one year from the date of approval of this agreement by the City Council, whichever shall occur first.

13. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:

    A. Failure of Developer to perform any of the provisions of this Agreement following written notice thereof and a reasonable opportunity to cure such matter(s), or

    B. Mutual agreement of the parties.

14. Periodic Review. CITY shall review DEVELOPER'S performance every twelve (12) months at the anniversary of the adoption of this Agreement. DEVELOPER shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review CITY finds and determines, based upon substantial evidence, that DEVELOPER has not complied in good faith with terms or conditions of this Agreement, CITY may terminate the Agreement in accordance with the requirements of applicable law and following written notice thereof and a

reasonable opportunity to cure such matter(s). This review shall be conducted by the Director of Community Development.

15. City Discretion. CITY retains its right and discretion, under all applicable Codes, to approve or disapprove any item related to this PROJECT which it has not specifically agreed to via this Agreement. DEVELOPER acknowledges that it shall comply with all CITY requirements for applications and permits of any nature and that this Agreement does not relieve DEVELOPER of the necessity of filing appropriate applications and permits.

16. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All on-site improvements required in Planning Commission Resolution No. 4921 shall be completed prior to the issuance of any certificates of occupancy or release of any public utilities.

17. Developer Breach. Failure of DEVELOPER to construct improvements as specified, or to pay amounts specified in a timely fashion, shall result in the withholding of building permits, any other permit or certificate of occupancy until the breach is remedied to satisfaction of CITY.

18. Non-Liability of Officials and Employees of the City. No official or employee of CITY shall be personally liable to DEVELOPER in the event of any default or breach by CITY, or for any amount which will become due to DEVELOPER, or any obligation under the terms of this Agreement.

19. Notices. All notices shall be personally delivered or mailed to the below listed addresses, or to such other address as may be designated by written notice. These addresses shall be used for delivery or service of process. Any party hereto may change the address to when notices are sent by providing written notice thereof.

A. Address of DEVELOPER is as follows:
12951 EUCLID STREET TRUST
c/o PACIFIC DEVELOPMENT PARTNER, LLC.
177 S. Beverly Drive
Beverly Hills, CA 90212

B. Address or PROPERTY OWNER is as follows:
Garden Grove Agency for Community Development
11222 Acacia Parkway
Garden Grove, CA 92840

C. Address of CITY is as follows:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

20. DEVELOPER'S Proposal. The Project shall include DEVELOPER's proposal, as approved and identified pursuant to Planning Commission Resolution No. 4921, which shall be incorporated herein by this reference. In the event of any inconsistency between terms of the proposal and this Agreement, this Agreement shall govern.

21. Licenses, Permits, Fees, and Assessments. At its sole expense, DEVELOPER shall obtain all licenses, permits, and approvals as may be required by this Agreement, or by the nature of the PROJECT.

22. Time of Essence. Time is of the essence in the performance of this Agreement.

23. Successor's Interest. The provisions of this Agreement shall be binding upon and inure to successors in interest of the parties and shall be specifically binding upon any future lessees or other owners of an interest in PROJECT.

24. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

25. Indemnification. The indemnification of the Agreement shall be coterminous with Section 307 of the DDA.

26. Modification. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and DEVELOPER.

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

Date:

CITY OF GARDEN GROVE

BY _____

"PROPERTY OWNER"
The Garden Grove Agency for Community Development

BY_____

ATTEST:

_____
CITY CLERK
DATE: _____

"DEVELOPER"
12951 Euclid Street Trust (Pacific Development Partners, LLC.)

By: Mark T. Burger
_____
Its: Trustee
Date: 9/14/98
(Signature must be notarized.)

APPROVED AS TO FORM:

_____
Garden Grove City Attorney

Date: 9/15/98

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of LOS ANGELES

On 9/14/97 (Date) before me, WILLIAM G. GREENFIELD, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared MARK T. BURGER (Name(s) of Signer(s)),

☒ personally known to me – **OR** – ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WILLIAM G. GREENFIELD
Commission #1066341
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires JUL 23, 1999
NNA1

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing:

_____

_____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing:

_____

_____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

NOTICE OF DETERMINATION

To: _____
Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

__X__
County Clerk
County of Orange
P. O. Box 22013
Santa Ana, CA 92702

From:
City of Garden Grove
P. O. Box 3070
11222 Acacia Parkway
Garden Grove, CA 92842

POSTED
AUG 20 1998
GARY L. GRANVILLE, Clerk-Recorder
By _____ DEPUTY

Filling of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Site Plan No. SP-225-98, Conditional Use Permit No. CUP-412-98, Tenative Parcel Map No. PM-98-166, Variance No. V-237-98, Development Agreement, and Disposition and Development Agreement.
Project Title

	Rosalinh Ung City of Garden Grove	(714) 741-5312
State Clearinghouse Number (If submitted to Clearinghouse)	**Lead Agency Contact Person**	**Area Code/telephone/ Extension**

12951 Euclid St., Garden Grove, County of Orange
Project Location (include county)

Project Description:
A request to construct a 47,448 square foot, two-story, educational building for University of La Verne and Concord Career College, with a Variance request from the sign code pertaining to the width and size of the proposed monument sign, and a Tentative Parcel Map for a 2-lot subdivision, with a Development Agreement, and a Disposition and Development Agreement.

This is to advise that the City of Garden Grove has approved the above described project on August 11, 1998, and has made the following determinations regarding the above described project:

1. The project __will _XX will not have a significant effect on the environment.
2. __ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   XX A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures_X_ were made as conditions of the approval of the project.
4. A statement of Overriding Considerations __was XX was not adopted for this project.
5. Findings XX_were __were not made pursuant to the provisions of CEQA.

This is to certify that the Negative Declaration and record of project approval are available to the General Public at:
City of Garden Grove, Community Development, 11222 Acacia Parkway, Garden Grove, CA 92842

	August 20, 1998	**Planning Services Manager**
Signature (Public Agency)	**Date**	**Title**

Filed in the County of Orange, California
Gary L. Granville, Clerk/Recorder
38.00
19988500916 1:17pm 08/20/98
856 6169766 06 38
Z01 1 38.00

09/17/96

CALIFORNIA DEPARTMENT OF FISH AND GAME

CERTIFICATE OF FEE EXEMPTION

De Minimis Impact Finding

Project Title/Location (include county)

Site Plan No. SP-225-98, Conditional Use Permit No. CUP-412-98, Tentative Parcel Map PM-98-166, Variance No. V-237-98, Development Agreement, and Disposition and Development Agreement.
12951 Euclid St. Garden Grove, County of Orange

Project Description:

A request to construct a 47,448 square foot, two story, educational building for University of La Verne and Concord Career College, with a Variance request from the sign code pertaining to the width and size of the proposed monument sign, a Tentative Parcel Map for a 2-lot subdivision, with a Development Agreement, and a Disposition and Development Agreement.

Findings of Exemption

The proposed project will not have a significant adverse effect on the environment, therefore, the City of Garden Grove has prepared a Negative Declaration of Environmental Impact pursuant to the California Environmental Quality Act (CEQA). The Planning Commission finds a De Minimis impact in relation to fish and game.

Certification:

I hereby certify that the public agency has made the above finding and that the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

POSTED
AUG 20 1998
GARY L. GRANVILLE, Clerk-Recorder
By _____ DEPUTY

Title: Planning Services Manager

Lead Agency: City of Garden Grove

Date: August 19, 1998

09/16/96

NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT

(To Be Completed by Lead Agency)

Project Title: Site Plan No. SP-225-98, Conditional Use Permit No. CUP-412-98, Tentative Parcel Map No. PM-98-166, Variance No. V-237-98, Development Agreement, and Disposition and Development Agreement.

Project Location: 12951 Euclid St., Garden Grove, County of Orange

Project Description:
A request to construct a 47,448 square foot, two-story, educational building for University of La Verne and Concord Career College, with a Variance request from the sign code pertaining to the width and size of the proposed monument sign, and a Tentative Parcel Map for a 2-lot subdivision, with a Development Agreement, and a Disposition and Development Agreement.

Name and Address of Developer or Project Sponsor:
Pacific Development Partners, LLC
177 S. Beverly Drive
Beverly Hills, CA 90212

Phone: (310) 278-9595

Findings:

The Planning Coordinating Committee of the City of Garden Grove has reviewed the Initial Study of Environmental Effects (attached) for the above-described project and hereby finds:

A. The project is in conformance with the environmental goals and policies adopted by the community.

B. The project will not have a significant effect on the environment.

Mitigation Measures (if any, to avoid potentially significant effects):

If mitigation measures are provided, such items are included and implemented through the proposed project and included in the Initial Study.

Reason for Finding of No Significant Effect: The project is consistent with the City's General Plan, zoning designation and the City's development standards and any environmental concerns noted in the Environmental Checklist form have been appropriately addressed for this project.

Contact Person and Phone Number: Rosalinh Ung, (714) 741-5312

Chairman, Planning Coordinating Committee

July 21, 1998
Date

Attachment: Initial Study of Environmental Effects
09/16/96

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	George Tindall	From	Matthew Fertal
Dept:	City Manager	Dept:	Community Development
Subject:	**CONSIDERATION OF A DEVELOPMENT AGREEMENT FOR THE PHASE II EDUCATIONAL CENTER (SP-225-98, PM-98-166, & V-237-98) AT 12951 EUCLID ST.**	Date:	September 22, 1998

OBJECTIVE

The purpose of this report is to transmit a recommendation from the Planning Commission for approval of a Development Agreement for a 47,448 square foot, two-story, educational building.

BACKGROUND

On August 19, 1998, the Planning Commission approved Site Plan No. SP-225-98 and Variance No. V-237-98 and recommended approval of Tentative Parcel Map No. PM-98-166 and a Development Agreement for the construction of a 47,448 square foot, two-story, educational building for University of La Verne and Concord Career College.

DISCUSSION

Government Code Section 65864 provides authority to the City to enter into a Development Agreement. The agreement will ensure that Pacific Development Partners, LLC., the developer, can build the project, as approved, within the time frame specified in the Development Agreement. In return, the City will receive an impact payment not to exceed $32,670 to cover the cost of the City services required for the proposed development that are not otherwise being reimbursed to the City. Payment will be required at the time of building permit issuance, or one year from the date of approval of the agreement by the City Council, whichever occurs first.

FINANCIAL IMPACTS

None.

RECOMMENDATION:

- That the City Council introduce the attached ordinance approving the Development Agreement for Site Plan No. SP-225-98, Parcel Map No. PM-98-166, and Variance No. V-237-98.

MATTHEW FERTAL, Director
Community Development

By: Rosalinh M. Ung
Associate Planner

Attachments: Planning Commission Minute Excerpt of August 19, 1998
Staff Report dated August 19, 1998
Planning Commission Resolution No. 4921
Development Agreement
Draft Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING A DEVELOPMENT AGREEMENT BETWEEN PACIFIC DEVELOPMENT PARTNERS, LLC., AND THE CITY OF GARDEN GROVE FOR PROPERTY LOCATED ON THE NORTHWEST CORNER OF GARDEN GROVE BOULEVARD AND EUCLID STREET, AT 12951 EUCLID STREET, PARCEL NOS. 090-162-27, AND 090-163-36

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1:

A Development Agreement is hereby adopted for Site Plan No. SP-225-98, Variance No. V-237-98, and Parcel Map No. PM-98-166 for property located at the northwest corner of Garden Grove Boulevard and Euclid Street. A copy of the Development Agreement is on file in the City Clerk's Office.

SECTION 2:

This ordinance shall take effect thirty (30) days after adoption and shall within fifteen (15) days of adoption be published with the names of Councilmembers voting for and against the same in a newspaper adjudicated and circulated in the City of Garden Grove.

MINUTE EXCERPTS

GARDEN GROVE PLANNING COMMISSION

PUBLIC HEARING:	SITE PLAN NO. SP-225-98 CONDITIONAL USE PERMIT NO. CUP-412-98 TENTATIVE PARCEL MAP NO. PM-98-166 VARIANCE NO. V-237-98 DEVELOPMENT AGREEMENT
APPLICANT:	PACIFIC DEVELOPMENT PARTNERS, LLC
LOCATION:	NORTHWEST CORNER OF EUCLID STREET AND GARDEN GROVE BOULEVARD AT 12951 EUCLID STREET
DATE:	AUGUST 19, 1998

REQUEST: A Site Plan request to construct a 47,448 square foot, 2-story, Educational Center, a Variance to deviate from the sign code for on-site signage, a Tentative Parcel Map for a 2-lot subdivision, a Conditional Use Permit to operate a trade school, and a Development Agreement. The site is approximately 4.98 acres located in the MX/33 (Mixed Use District Area 33 of the Community Center Specific Plan) zone.

Staff report was reviewed recommending approval.

Mr. Mark Berger approached the Commission, and introduced himself as the applicant. He stated that Pacific Development Partners, LLC already had an agreement to lease part of the building to La Verne University and Concorde College. He indicated that negotiations were in progress with another educational tenant for the remainder of the building. He commented on the need for approval of a monument sign, for the purpose of designating the location as an educational institutional. He stated that the sign being visible to traffic, would help to identify the building for potential tenants as well as students. He stated the monument sign shares the same color scheme as the building and commented that the whole effect will be attractive.

Chairman Wilkins opened the public hearing to receive testimony in favor of or in opposition to the request.

Janet Snow, Assistant Dean for the University of La Verne, approached the Commission, and expressed enthusiasm for the project. She commented that the monument sign is needed for visibility for the students, and potential students.

Commissioner Hutchinson questioned Ms. Snow if La Verne will be requiring extra space in the future. Ms. Snow responded that there may be a need for extra space, depending on the growth of the school.

Mr. Berger stated that the Board for the University of La Verne did request first right-of-refusal for the first floor of the building.

Vice Chairman Freze questioned what the expectations were for enrollment. Ms. Snow responded that at their present location, they currently have more than 200 registrations per term, and that it would be difficult to project how many people will register. She commented that the new building will be more appealing than their current location, and expressed positive feelings about the success of this location. She commented that the educational facilities that are at the site now are complimentary to the curriculum La Verne has to offer.

There being no further comments, the public portion of the hearing was closed.

Commissioner Hutchinson expressed his approval for having the University of La Verne in the community.

Commissioner Butterfield moved, seconded by Commissioner Schild to approve Site Plan No. SP-225-98, Conditional Use Permit No. CUP-412-98, Tentative Parcel Map No. PM-98-166, and Variance No. V-237-98, and recommend City Council review for the Development Agreement, pursuant to the facts and reasons contained in Resolution No. 4921, and authorize the Chairman to execute the Resolution. The motion carried with the following vote:

AYES:	COMMISSIONERS:	WILKINS, FREZE, BUTTERFIELD, HUTCHINSON, ROSEN, SCHILD
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HESKETT

GARDEN GROVE

CITY OF GARDEN GROVE, CALIFORNIA

11222 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92842

(714) 741-5312

August 24, 1998

Pacific Development Partners, LLC
177 S. Beverly Dr.
Beverly Hills, CA 90212

REFERENCE: Site Plan No. SP-225-98, Conditional Use Permit No. CUP-412-98, Tentative Parcel Map No. PM-98-166, Variance No. V-237-98

The request as referenced above has been provisionally approved. The final granting is contingent upon your complying with all of the conditions of approval listed in the enclosed Resolution.

Provided that you do comply with all conditions of approval and no appeals of the Planning Commission's decision are filed with the City Clerk, the earliest effective date will be September 10, 1998.

Should you have any questions or need assistance with obtaining any required permits, please call the staff of the Community Development Department at (714) 741-5312.

Sincerely,

Tip for
M J Summerlin

Millie J. Summerlin
Planning Services Manager

Enclosure

RESOLUTION NO. 4921

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE RECOGNIZING THE PREVIOUSLY ADOPTED NEGATIVE DECLARATION, APPROVING SITE PLAN NO. SP-225-98, VARIANCE NO. V-237-98, TENTATIVE PARCEL MAP NO. PM-98-166, AND CONDITIONAL USE PERMIT NO. CUP-412-98 AND RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT FOR PROPERTIES LOCATED ON THE NORTHWEST CORNER OF GARDEN GROVE BOULEVARD AND EUCLID STREET, PARCEL NOS. 090-162-27 AND 090-163-36.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on August 19, 1998, does hereby recognize the previously adopted Negative Declaration, approve Site Plan No. SP-225-98, Variance No. V-237-98, Tentative Parcel Map No. PM-98-166, and Conditional Use Permit No. CUP-412-98, and recommend approval of a Development Agreement.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-225-98, Variance No. V-237-98, Tentative Parcel Map No. PM-98-166, Conditional Use Permit No. CUP-412-98, and the Development Agreement, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by the Garden Grove Agency for Community Development and Pacific Development Partners, LLC.

2. The applicants request approval of Site Plan, Conditional Use Permit, and Development Agreement to construct a 47,448 square foot, two-story, educational building for University of La Verne and Concord Career College, with a Variance request from the sign code pertaining to the width and size of the proposed monument sign, and a Tentative Parcel Map for a 2-lot subdivision.

3. The previously adopted Negative Declaration for the project considered the necessary entitlements including a Site Plan, Variance, Parcel Map, and Conditional Use Permit applications, therefore no further environmental action is necessary.

4. The property has a General Plan Land Use designation of Mixed Use and is currently zoned MX/33 (Mixed Use District Area 33 of the Community Center Specific Plan).

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 August 19, 1998, and all interested persons were given an opportunity to be heard.

8. The Planning Commission gave due and careful consideration to the matter during its meeting of August 19, 1998; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Sections 9.24.030 and 9.32.060, are as follows:

FACTS:

The site is presently vacant.

The site is located on the southerly portion of the Garden Grove Educational Center. The Garden Grove Educational Center is bounded by Acacia Parkway to the north, Euclid Street to the east, Garden Grove Boulevard to the south and the Main Street downtown area to the west.

In 1994, the Planning Commission and the City Council created the Garden Grove Educational Center by amending the MX/33 zone to allow educational facilities and related commercial uses, and consolidating 38 parcels into 2 separate parcels, Parcel No. 1 and 2 of Parcel Map No. PM-94-168. Parcel 2 was to be developed by Coast Community College District as Phase I and Parcel 1 was to be developed in near future as Phase II.

On August 11, 1998, the Garden Grove Agency for Community Development entered into a DDA with Pacific Development Partners, LLC. for the development of Phase II which includes a 47,448 square-foot, 2-story educational building for University of La Verne and Concord Career College, and ancillary office/commercial related uses.

University of La Verne will occupy a total of 10,580 square feet of the first floor, Concord Career College will occupy a total of 25,316 square feet; 3,600 square feet on the first floor and the entire second floor (21,716 square feet). The remaining 7,500 square feet of first floor will be reserved for educational, retail, and/or office uses.

Concord Career College is a trade school, which requires a Conditional Use Permit approval per Title 9.

The site consists of two separate parcels and is approximately 4.98 acres in size.

The proposed development requires the filing of a Tentative Parcel Map.

The applicant is proposing to subdivide the properties into 2 separate parcels. Parcel No. 1 will be approximately 1.03 acres in size and Parcel No. 2 will be approximately 3.95 acres.

Parcel No. 1 would be developed by Pacific Development Partners, LLC. and improved with a 47,448 square-foot, 2-story, educational building. Parcel No. 2 will be improved with a parking lot. This parking lot will be improved and will be used by the University of La Verne and Concord Career College.

A minimum of 421 parking spaces is required for the project.

A total of 411 spaces will be provided, immediately adjacent to the school building, on Parcel No. 2. The remaining 10 spaces will be shared within the Vehicle Parking District. The Garden Grove Educational Center is within the Vehicle Parking District of the Community Center. The Vehicle Parking District has a total of 298 spaces available for the use of the patrons of all businesses located within the district.

Bike racks are also provided and will be located on the south of the trash enclosure.

The site is located in area that has a based zone of OP (Office Professional) and also is within a redevelopment project area.

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

FINDINGS AND REASONS:

SITE PLAN:

1. The Site Plan complies with the spirit and intent of the provisions, conditions, and requirements of the Municipal Code and other applicable ordinances. The proposed project is consistent with the existing General Plan designation which permits educational development and office/commercial related uses. Trade schools are also permitted, subject to the approval of a Conditional Use Permit. The site is located within the described zone and therefore, consistent with the General Plan designation of Mixed Use, and Community Center Specific Plan as the site allows educational uses, and similar office/commercial related uses.

   The site is adequate to accommodate the proposed educational development including permitted building height, setbacks, landscaping, and parking and

circulation. The Phase II development is compatible with the surrounding uses as it is part of the Garden Grove Educational Center.

2. The proposed educational development does not adversely affect essential on-site facilities such as off-street parking, loading and unloading areas, traffic circulation, and points of vehicular and pedestrian access. The plans have been reviewed by the City's Traffic Engineering Section and it has been determined that the project will have no adverse impacts to surrounding streets. The site provides sufficient off-street parking spaces.

   The technical notes which are an addendum to the original traffic study prepared in 1995 for the Garden Grove Educational Center, indicated that there will be adequate parking to accommodate Phase II development. The development requires 421 spaces per Code. A total of 411 spaces will be provided, immediately adjacent to the school building, on Parcel No. 2. The remaining 10 spaces will be shared within the Vehicle Parking District. The Garden Grove Educational Center is within the Vehicle Parking District of the Community Center. The Vehicle Parking District has a total of 298 spaces available for the use of the patrons of all businesses located within the district.

3. The proposed educational development will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels. The technical notes for the project indicates that there are no adverse impacts from the additional traffic generated by the proposed educational facility and the site area intersections will operate at acceptable levels of services with implementation of the proposed project.

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

4. The proposed Phase II development has a reasonable degree of physical, functional, and visual compatibility with the neighboring uses and desirable neighborhood characteristics. The proposed educational development will be architecturally compatible with the neighboring uses. The design and conditioning of the proposed development will enhance and insure a reasonable degree of compatibility with adjacent uses.

5. Through the planning and design of building and building placement, the provision of landscaping and other site amenities will attain an attractive environment for the occupants of the property. The project has been designed in accordance with City Code landscape provisions and will provide generous amount of landscaped areas. The necessary agreements for the protection and

maintenance of improvements will be achieved through the conditions of approval for the project.

CONDITIONAL USE PERMIT:

1. The proposed trade school (Concord Career College) is consistent with the General Plan and the Community Center Specific Plan. The Specific Plan permits the use with the approval of a Conditional Use Permit.

2. The proposed trade school will not adversely affect the health, peace, comfort or welfare of persons residing or working in the surrounding area provided the conditions of approval are adhered to for the life of the project.

3. The proposed trade school will not unreasonably interfere with the use, enjoyment or valuation of property of other persons located within the vicinity of the site provided the conditions of approval are adhered to for the life of the project. The use will be compatible with the surrounding area.

4. The proposed trade school will not jeopardize, endanger or otherwise constitute a menace to public health, safety or general welfare. The conditions of approval for the use will ensure the public health, safety, and welfare.

5. The Conditional Use Permit approval will not adversely affect the use and enjoyment of adjacent properties. If the applicant operates this use in compliance with the conditions of approval, there should be no impact on adjoining properties.

TENTATIVE PARCEL MAP:

1. The Tentative Parcel Map is consistent with the General Plan as the applicant proposes to subdivide the existing site into two separate parcels in order to facilitate the proposed Phase II Educational development.

2. The design of the proposed Tentative Parcel Map is consistent with the General Plan and with Title 9 of the Garden Grove Municipal Code. The design of the lot subdivision meets the minimum requirements and intents for the Garden Grove Educational Center as originally approved. The reconfiguration of these lots will allow the construction of the proposed Phase II development, as well as future development, as intended and designed for the Garden Grove Educational Center.

3. The site is physically suitable for the proposed type of development in that the site will provide sufficient area to accommodate code compliant building setbacks, vehicle access, building coverage and on-site parking.

4. The requirements of the California Environmental Quality Act have been satisfied as the proposed Parcel Map has been addressed in the previously adopted Negative Declaration. Mitigation measures such as restrictive hours of construction and submittal of grading plans, etc. have been included to ensure that there are no significant impacts from the construction of the hotel facility.

5. The site is physically suitable for the proposed Phase II Educational development in that the proposed subdivision will allow the construction of the proposed Phase II development, as well as future development, as intended and designed for the Garden Grove Educational Center.

6. The design of the subdivision will not likely cause serious public health problems in that all public improvements such as drainage, sewer service, water and other utility installations will be installed in accordance with all applicable codes and regulations.

7. Through the conditions of approval and the design of the subdivision, the proposed improvements will not conflict with easements of record or easements established by court judgment acquired by the public at large for access through or use of the property within the proposed subdivision.

VARIANCE:

1. There are exceptional circumstances to the development on the property as the building will have limited building signage, and will not be visible to the vehicular traffic traveling eastbound on Garden Grove Boulevard. With the variance, the proposed monument on Garden Grove Boulevard will provide better direction to those traveling eastbound on Garden Grove Boulevard. The lack of visibility creates an exceptional circumstance that meets the criteria for approval of the Variance.

2. The colleges will be located within the proposed two-story business professional building which has limited building signage and visibility from Garden Grove Boulevard. Therefore, the Variance is necessary in order to enjoy the same property rights that exist for other businesses located in the same vicinity.

3. If the Variance is granted it will not be materially detrimental to the public welfare or injurious to the development or the surrounding properties. The request to increase the monument signage in width and size on Garden Grove Boulevard will not be materially detrimental to the public as it is located so as not to block traffic visibility of the adjacent driveway.

4. Granting of the Variance will not adversely affect the City's General Plan and the Community Center Specific Plan. The proposed educational building is consistent with the existing General Plan designation and the Specific Plan as the site allows college, university, trade school and similar related uses. The requested increase in the width and size of the monument sign will encourage the use of the facility for the purposes stated in the General Plan, and the Specific Plan.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan, Conditional Use Permit, Variance, and Tentative Parcel Map possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.24.030.D.3 (Site Plan), 9.24.030.D.4 (Conditional Use Permit), 9.24.030.D.6 (Variance), and 9.32.060 (Tentative Map).

2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the following conditions of approval shall apply to Site Plan No. SP-225-98, Conditional Use Permit No. CUP-412-98, Variance No. V-237-98, and Tentative Parcel Map No. PM-98-166.

CONDITIONS OF APPROVAL:

A. All below-listed conditions of approval are required to be recorded. Recordation of said conditions is the responsibility of the applicant, and proof of such recordation is required prior to issuance of building permits. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval of the Planning Commission.

B. Approval of this Site Plan, Variance, Tentative Parcel Map, and Conditional Use Permit shall not be construed to mean any waiver of applicable and appropriate zoning and other regulations; and wherein not otherwise specified, all requirements of the City of Garden Grove Municipal Code shall apply.

C. Minor modifications may be approved by the Community Development Department and/or Planning Commission. If other than minor changes are made

in the proposed development, a new Site Plan, Variance, Tentative Parcel Map, and/or Conditional Use Permit application shall be filed which reflects the revisions made to, or changes to the use of the building or site.

D. All lighting structures shall be placed so as to confine direct rays to the subject property. All exterior lights shall be reviewed and approved by the City's Planning Division. Lighting shall be provided throughout the parking area at a minimum of two foot-candles of light on the parking surface during regular business for all businesses, and one foot-candle for non-business hours. Lighting in the parking area shall be directed, positioned, or shielded in such manner so as not to unreasonably illuminate the window area of nearby residences. Light standards shall not exceed 20 foot in height.

E. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community Development Department for review and approval prior to the issuance of building permits. The project shall also be subject to the following:

1 All on-site utilities pertaining to the improvements proposed under this Site Plan, Variance, Tentative Parcel Map, and CUP, shall be installed or relocated underground.

2 Above-ground utility equipment (e.g., electrical, gas, telephone, cable TV) shall not be located in the street setbacks, within the common areas along Garden Grove Boulevard and Euclid Street, or any parking areas and shall be screened to the satisfaction of the Community Development Department.

3 No roof-mounted mechanical equipment shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community Development Department prior to the issuance of building permits. Said screening shall be on all sides and the top of the equipment and shall block visibility of any roof-mounted mechanical equipment from view from public streets, surrounding properties, and adjacent buildings.

4 All ground- or wall-mounted mechanical equipment shall be screened from view of public streets and surrounding properties.

F. The following provisions of the Public Works' Engineering Division shall be complied with:

1 Parcel Map and Field survey shall be required. Parcel Map shall be recorded prior to issuance of any permits.

2 Prior to recordation of a final parcel map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cadd Drawing format.

3 Any required right-of-way necessary to construct adjacent street(s) to their ultimate shall be dedicated to the City.

4 Prior to recordation of a final parcel map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital graphics file of said map in a manner described in Section 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto-Cadd Drawing format.

5 All existing and new utilities shall be placed underground in the public right-of-way and on site.

6 Grading, water and sewer, and approved utility plans shall be required. Plans shall be prepared by a Registered Civil Engineer.

7 Hydrology and Hydraulic calculations shall be submitted to size parkway culvert(s) or storm drain(s) per OCEMA Standards. Parkway culverts shall be constructed per OCEMA Standard Plan 1309 (Type B).

8 Driveway approaches shall be constructed in conformance with Garden Grove Standard Plan B-120. The developer shall apply for an encroachment permit to do work in the public right-of-way.

9 The developer shall dedicate all rights to underground water without the right to subsurface entry.

10 Access rights to adjacent arterial roadways shall be restricted to driveway locations. A dedicated statement on the parcel map is required.

11 Any new or required block walls and/or retaining wall and trash enclosures shall be shown on the grading plans. Block walls shall be developed to City Standards or designed by a Registered Engineer.

12 Should the development require existing street trees to be removed, they shall be replaced with 15-gallon trees at another location in the public right-of-way. The new location and the tree species shall be specified by the City Engineer.

13 The applicant shall comply with all 1972 Clear Water Act and NPDES requirements. The submittal of plans shall incorporate best management practices for NPDES permit compliance.

14 On-site fire service shall have an approved double check valve assembly per City Standards and shall be screened as approved by the Planning Services Division.

15 All on-site improvements shall be removed prior to the start of new construction.

16 Blanket easement shall be required for all public water system on private property.

17 The developer shall remove 8 existing Sycamore trees including the tree wells along the public right-of-way (sidewalk), on Garden Grove Boulevard.

G. The following provisions of the Public Works' Traffic Engineering Division shall be complied with:

1 Entrance to the property shall be posted with a sign indicating that unauthorized vehicles will be removed at the owner's expense. The sign shall be of the size, type, and location specified in the California Vehicle Code and Garden Grove Municipal Code.

2 All handicap parking stalls shall be marked and signed in accordance with California Vehicle Code. All parking stalls shall be per City standards, and hairpin striped. All curbs not associated with a parking stall shall be painted red and parking shall be prohibited in those areas. A total of 421 spaces; 411 located on Parcel 2 and remaining 10 spaces located within the Vehicle Parking District, shall be provided and maintained at all times.

3 A total of 12 bike racks shall be provided and maintained at all times.

4 Traffic mitigation fees shall be paid prior to the issuance of building permits for the Phase II development.

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

1 Fire sprinkler system per NFPA Standard 13 shall be provided and plans approved prior to the issuance of building permits. System shall be designed to utilize not more than 90% of the available water as indicated on a submittal graph sheet as required by National Fire Protection Association, Standard 13, Chapter 7. Fire sprinkler riser(s) shall be located inside the building in a room with a door accessible from the outside of the building.

2 Fire sprinkler system and all control valves shall be supervised to an approved central alarm station, when the total number of sprinkler heads is 100 or more.

3 Address numbers shall be visible from the street (in contrasting colors).

4 One fire hydrant shall be provided. The location shall be determined by the Fire Department.

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

J. The following provisions of the Garden Grove Public Works' Utilities Services Division shall be met:

1 New water service installations shall be at the applicant's expense. The applicant shall be responsible for the expense if installed by the City, unless otherwise noted. Fire services and larger water services (3 inch or larger) shall be installed by the applicant per City standards.

2 Water meter and fire service shall be located within the City right-of-way or within dedicated waterline easement. Fire services and large water services (3 inch or larger) shall be installed by the applicant with Class C-

34 License, per City water standards and inspected by a Public Works Inspector.

3 The installation of a backflow prevention device shall be required on water lateral. New backflow prevention device shall be installed per City standards and shall be inspected by cross connection specialist after installation. Device shall be tested immediately after installation and once a year by a Certified Backflow Device Tester.

K. The following provisions of the Garden Grove Sanitation District shall be met:

1 A new trash enclosure shall be built per City Standard No. B-502 to accommodate a minimum of 2 trash bins. The trash enclosure doors shall be kept closed and secured except during trash disposal or pickup. The trash pickup shall be a minimum of four times a week.

2 The refuse storage area shall be constructed to match the building exterior material and color.

3 The refuse storage area shall be maintained in a neat and sanitary manner.

L. No exterior piping, plumbing, or mechanical duct work shall be permitted on any exterior facade and/or visible from any public right-of-way or adjoining property.

M. Hours and days of construction and grading shall be as follows as set forth in the City of Garden Grove's Municipal Code Section 8.47.010 referred to as the County Noise Ordinance as adopted:

1 Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).

2 Sunday and Federal Holidays - may work same hours but subject to noise restrictions as stipulated in Section 8.47.010 of the Municipal Code.

N. The developer shall submit a complete, detailed landscape plan governing the proposed development which reflects the approved landscape plans, with any necessary modifications, as submitted under the Site Plan application. Said plan shall include type, size, location and quantity of all plant material. It shall include irrigation plans staking and planting specifications. The landscape plan is also subject to the following:

1 A complete, permanent, automatic remote control irrigation system shall be provided for all landscaped areas shown on the plan. The sprinklers shall be of low flow/precipitation sprinkler heads for water conservation.

2 The developer is and shall be responsible for installation and maintenance of all landscaping on the property. Said responsibility shall extend to the sidewalk curb or pavement of adjoining streets.

3 No trees shall be planted closer than five feet (5') from any public right-of-way. Trees planted within ten feet (10') of any public right-of-way shall be planted in a root barrier shield. All landscaping along street frontage(s) adjacent to driveways shall be of the low height variety to ensure safe site clearance.

4 Unless otherwise specified, the plan shall provide a mixture of a minimum of ten (10) percent of the trees at 48-inch box, ten (10) percent of the trees at 36-inch box, fifteen (15) percent of the trees at 24-inch box and sixty (60) percent of the trees at 15-gallon. Remaining five (5) percent may be of any size.

5 Mounting and berming shall be incorporated into all street frontage landscape areas along Garden Grove Boulevard and Euclid Street. Such berming shall not exceed 36 inches above the highest adjacent curb.

6 The developer shall provide a minimum of one 24-inch box tree for every 30 feet of street frontage. These trees may be grouped or clustered.

7 The developer shall provide a minimum of one tree for each 8 parking spaces.

O. Prior to the construction of the Phase II development, the site area shall be secured with a six-foot (6') high chain link fence. Access gate(s) are permitted and the fence shall be removed upon construction of permanent perimeter fencing and/or completion of the project.

P. Signage shall be in accordance with the approved sign program and with this Resolution. Where the sign program is silent, the provisions of the Municipal Code will apply. Signage for the Phase II development shall be as follows:

1 The building east and south elevations shall be permitted to have a total of and 5 wall signs; 2 wall signs on the north side of the east elevation, 2 wall signs on the south side of the east elevation, and one wall sign on the south

elevation. These wall signs are for University of La Verne, Concord Career College, and one educational user or Kinko's who will occupy a minimum of 5,000 square feet of floor area.

2 The building west elevation shall be permitted to have a total of one canopy sign and up to 4 wall signs. The wall signs shall be located directly above the entry way at each individual tenant space. No tenant shall have more than one wall sign. The canopy sign shall be located directly above the center entry way and may identify the building's name.

3 The site shall have one monument sign, not to exceed 5 feet in height measured from established on-site grade and 10 feet in length and shall be located within the landscape setback area, adjacent to the sidewalk, near the westerly driveway approach on Garden Grove Boulevard.

4 The monument sign may have up to three tenant sign spaces for the colleges (University of La Verne, Concord Career College, etc.) and the center's logo, and shall include the site address.

5 Wall signs shall be permitted on the building's south, east, and west elevations, as shown on the approved building elevation plans.

6 All signs require separate permits and shall be installed in accordance with the provisions of the sign ordinance and shall be approved by the Community Development Department, Planning Division.

Q. The developer shall enter into a binding development agreement with the City of Garden Grove. The agreement shall be reviewed, approved, and executed prior to the building permit issuance.

R. The developer shall enter into a maintenance agreement with the City of Garden Grove to ensure proper maintenance and upkeep of the property.

S. Litter shall be removed daily from the premises including adjacent public sidewalks and all parking areas under the control of the applicant. These areas shall be swept or cleaned, either mechanically or manually, on a weekly basis, to control debris.

T. The permittee shall submit a signed letter acknowledging receipt of the decision approving Site Plan No. SP-225-98, Conditional Use Permit No. CUP-412-98, Tentative Parcel Map No. PM-98-166, and Variance No. V-237-98 and his/her agreement with all conditions of the approval.

U. Graffiti shall be removed from the premises and all parking lots under the control of the licensee and/or the property owner within 120 hours of application.

V. The developer shall record a reciprocal access easement agreement or agreements, among Parcel 1, Parcel 2 and the Coastline College site prior to the issuance of any permits. The agreement(s) shall be approved by the Community Development Department prior to recordation.

W. The exit doors shall be kept closed at all times during the hours of operation of the premises except in case of emergency or to permit deliveries. Panic hardware on doors shall comply with all City code requirements.

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

1 Adherence to SCAQMD Rule 403, Fugitive Dust, as revised, which includes dust minimization measures such as daily watering of soils, application of non-toxic soils stabilizers, replacement of ground cover in disturbed areas as soon as possible, suspension of excavating and grading operations when wind speeds (or instantaneous gusts) exceed 25 miles per hour, and maintenance of a minimum two feet of freeboard on all trucks hauling dirt, sand, soil or other loose material.

2 Sweeping of streets near construction area.

3 Rinsing of wheels on construction vehicles prior to leaving construction area.

4 Paving of all construction access roads at least 100 feet onto the site from the main access points.

5 Use of electricity from power poles rather than temporary diesel or gasoline powered generators.

6 Use of methanol, natural gas, propane or butane-powered on-site mobile equipment rather than diesel or gasoline powered equipment.

Y. During construction, if paleontological or archaeological resources are found all attempts will be made to preserve in place or leave in an undisturbed state in compliance with CEQA.

The following conditions shall be applicable to the trade school:

Z. This CUP allows only those types of trade schools which can operate within the office-type environment provided by the Phase II Educational Center development. There shall no industrial arts or heavy commercial curricula or schools, including, but not limited to, those providing automotive repair and/or car/truck driving instruction, allowed as part of the Educational Center.

AA. No storage or display shall be permitted outside of the building. There shall be no outdoor activities, including, but not limited to, outdoor instruction/driving demonstrations.

BB. All classes shall be conducted inside of the building.

ADOPTED this 19th day of August 1998.

/s/ ERNEST WILKINS
CHAIRMAN

I HEREBY CERTIFY that the foregoing resolution was duly adopted at the regular meeting of the Planning Commission of the City of Garden Grove, State of California, held on August 19, 1998, by the following votes:

AYES:	COMMISSIONERS:	WILKINS, BUTTERFIELD, FREZE, HUTCHINSON, ROSEN, SCHILD
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HESKETT

/s/ TERESA POMEROY
SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is September 9, 1998.

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING STAFF REPORT

AGENDA ITEM NO.: D.1.	**SITE LOCATION:** NWC Garden Grove Blvd. & Euclid St. @ 12951 Euclid St.
HEARING DATE: August 19, 1998	**GENERAL PLAN:** Mixed Use
CASE NO.: SP-225-98, PM-98-166, V-237-98, & Development Agreement	**ZONE:** MX/33 (Mixed Use District Area 33 of the CCSP)
APPLICANTS: Pacific Development Partners, LLC. and Garden Grove Agency for Community Development	
PROPERTY OWNER: Garden Grove Agency for Community Development	**CEQA DETERMINATION:** Recognize previously adopted Negative Declaration

REQUEST:

Approval of a Site Plan, Conditional Use Permit, and Development Agreement to construct a 47,448 square foot, two-story, educational building for University of La Verne and Concord Career College, with a Variance request from the sign code pertaining to the width and size of the proposed monument sign, and a Tentative Parcel Map for a 2-lot subdivision.

CODE SECTIONS:

The following code sections apply to this project:

1. 9.24.030.D.3 - Site Plans
2. 9.24.030.D.4 - Conditional Use Permits
3. 9.24.030.D.6 - Variances
4. 9.32.060 - Tentative Maps
5. 9.16.360.C - Permitted Signs
6. Government Code Section 65864 - Development Agreement

PROJECT CRITERIA	ACTUAL	MEETS CODE	DOES NOT MEET CODE	VARIANCE REQUEST.	CONDITION of APPROVAL
LOT SIZE (TOTAL):	4.98 acres	X			
Parcel 1:	1.03 acres				
Parcel 2:	3.95 acres				
BUILDING SIZE:	47,448 s.f	N/A			
BUILDING HEIGHT:	42' (2 story)	N/A			
BUILDING SETBACKS: (N, S, E, W):	18', 28', 28', 39'	X			

PROJECT CRITERIA	ACTUAL	MEETS CODE	DOES NOT MEET CODE	VARIANCE REQUEST.	CONDITION of APPROVAL
TOTAL LANDSPNG:	37,460 s.f.	X			
Parcel 1:	12,617 s.f.				
Parcel 2:	24,843 s.f.				
PARKING:	421	X			

BACKGROUND:

The site is located on the northwest corner of Euclid Street and Garden Grove Boulevard, and is zoned MX/33 (Mixed Use District Area 33 of the Community Center Specific Plan) and has a base zone of OP (Office Professional). The site is also a part of the Garden Grove Educational Center.

In 1994, the Planning Commission and the City Council amended the MX/33 zone to allow educational facilities and related commercial uses, and consolidated 38 parcels into 2 separate parcels to create the Garden Grove Educational Center.

The Garden Grove Educational Center is designed to have office buildings for community colleges and four-years universities that offer extended educational programming, commercial pad buildings for supportive retail commercial developments, and park-like pedestrian walkways from the office buildings to Main Street.

The Garden Grove Educational Center is bounded by Acacia Parkway to the north, Euclid Street to the east, Garden Grove Boulevard to the south and the Main Street downtown area to the west.

The subject site is surrounded by the Garden Grove Civic Center which includes City Hall, the Police and Fire Safety facilities, and the Garden Grove Regional Library to the east, Historic Main Street to the west, Coastline Community College facility (Phase I) to the north, and retail commercial developments to the south.

In 1994, the Garden Grove Agency for Community Development entered into a Disposition and Development Agreement (DDA) with the Coast Community College District for the Garden Grove Educational Center, Phase I development of a 45,000 square foot, three-story educational center and on-site parking. Phase I consists of the 4-acre site located on the northern portion of the Garden Grove Educational Center. The Phase I educational center was constructed and occupied in Fall of 1997. Coastline Community College presently occupies 31,665 square feet and California State University Fullerton occupies the remaining portion of the center.

On August 11, 1998, the Garden Grove Agency for Community Development entered into a DDA with Pacific Development Partners, LLC. for the development of Phase II,

which includes a 47,448 square-foot, 2-story educational building for University of La Verne and Concord Career College, and ancillary commercial uses. Phase II is proposed to be developed in the near future.

DISCUSSION:

TENTATIVE PARCEL MAP:

The proposed development requires the filing of a Tentative Parcel Map. Currently, the site, which is vacant, has two separate parcels and consists of a total of 4.98 acres. The applicant is proposing to consolidate and subdivide the properties into 2 separate parcels. Parcel No. 1 will be approximately 1.03 acres in size and Parcel No. 2 will be approximately 3.95 acres.

Parcel No. 1 would be developed by Pacific Development Partners, LLC. and improved with a 47,448 square-foot, 2-story, educational building. Parcel No. 2 will be improved with a parking lot. This parking lot will be improved and will be used by the University of La Verne and Concord Career College.

To provide better on-site circulation within the entire Garden Grove Educational Center, the applicant has entered into a reciprocal access agreement with the Garden Grove Agency for Community Development and the Coast Community College District. The reciprocal access agreement exists among Parcel 1, Parcel 2, and the Coastline College site.

SITE PLAN:

Site and Building Design:

The applicant is proposing to construct a 47,448 square-foot, 2-story, educational building. The proposed educational building will be located on Parcel No. 1, at the northwest corner of Euclid Street and Garden Grove Boulevard. The applicant will be responsible for the construction of the building (shell), all of the on-site improvements and maintenance on Parcel No. 1 and 2. The tenants, i.e. University of La Verne and Concord Career College, will be responsible for their interior improvements at a later date.

University of La Verne will occupy 10,580 square feet of the first floor, Concord Career College will occupy a total of 25,316 square feet: 3,600 square feet on the first floor and the entire second floor (21,716 square feet). The remaining 7,500 square feet of first floor will be reserved for educational, retail, and/or office uses.

The building consists of light pale yellow concrete panels, with spandrel and vision glass, and metal panels and window mullions.

Landscaping and Trash Enclosure:

The site is in the MX/33 (Mixed Use District Area 33) zone of the Community Center Specific Plan which requires a total of 3,960 square feet (8 percent) of landscaping for the entire site. The applicant proposes to provide a total of 12,617 square feet (25%) of landscaping for the building site (Parcel 1), 24,843 square feet (14%) of landscaping within the parking lot area (Parcel No. 2), and the student common area.

A trash enclosure for the development will be constructed and located on Parcel 2, near the westerly drive approach. Trash pick up is required a minimum of 3 times per week.

Parking and Circulation:

The proposed Phase II development is likely to increase vehicle trips and traffic congestion in the immediate area. As a result, an addendum (technical notes) to the original traffic study done in 1995 for Phase I development was prepared to ensure that there are no adverse impacts from the additional traffic generated by the Phase II development.

The technical notes indicated that the site area intersections will operate at acceptable levels of service. The technical notes also indicated there will be adequate parking to accommodate the Phase II development. The development requires 421 spaces per Code. A total of 411 spaces will be provided, immediately adjacent to the school building, on Parcel No. 2. The remaining 10 spaces will be shared within the Vehicle Parking District. The Garden Grove Educational Center is within the Vehicle Parking District of the Community Center. The Vehicle Parking District has a total of 298 spaces available for the use of the patrons of all businesses located within the District.

In addition, to the on-site vehicular parking spaces, bike racks are also provided and will be located on the south of the trash enclosure.

All vehicular access points will be from Garden Grove Boulevard. Entrances to the building will be at the north, south and west sides of the building.

Signage:

As part of the development application, the applicant is proposing to have two wall signs for University of La Verne, two wall signs for Concord Career College, and one wall sign for an educational use or a retail use such as Kinko's, who will occupy a minimum of 5,000 square feet of tenant space. These wall signs will be located on the east and south building elevations. Also proposed are one canopy sign for the center identification, 4 individual wall signs for retail/office tenants to be located on the west building elevation, and 1 monument sign for the colleges.

The monument sign, measuring 5' x 10' (50 square feet) in size, will be located within the landscape setback area, adjacent to the sidewalk, near the westerly driveway approach on Garden Grove Boulevard. With the exception of the monument sign, all of the proposed signage meets Code.

SIGN VARIANCE:

The applicant is requesting Variance approval to allow the proposed monument sign to exceed the maximum width and size per Code. Title 9 allows a maximum width of 8 feet and 40 square feet in size for a monument sign located in a property that has a base zone of OP (Office Professional). The applicant proposes to have a monument sign of 5 feet x 10 feet (50 square feet).

A summary of Staff's findings is as follows:

Exceptional Circumstances - Yes

There are exceptional circumstances to the development on the property as the building will have limited building signage, and will not be visible to the vehicular traffic traveling eastbound on Garden Grove Boulevard. With the variance, the proposed monument on Garden Grove Boulevard will provide better direction to those traveling eastbound on Garden Grove Boulevard. The lack of visibility creates an exceptional circumstance that meet the criteria for approval of the Variance.

Substantial Property Right - Yes

The colleges will be located within the proposed two-story business professional building which has limited building signage and visibility from Garden Grove Boulevard. Therefore, the Variance is necessary in order to enjoy the same property rights that exist for other businesses located in the same vicinity.

Materially Detrimental - No

If the Variance is granted it will not be materially detrimental to the public welfare or injurious to the development or the surrounding properties. The request to increase the monument signage in width and size on Garden Grove Boulevard will not be materially detrimental to the public as it is located so as not to block traffic visibility of the adjacent driveway.

Adverse Effect on the General Plan - No

Granting of the Variance will not adversely affect the City's General Plan and the Community Center Specific Plan. The proposed educational building is consistent with

the existing General Plan designation and the Specific Plan as the site allows college, university, trade school and similar related uses. The requested increase in the width and size of the monument sign will encourage the use of the facility for the purposes stated in the General Plan, and the Specific Plan.

CONDITIONAL USE PERMIT:

A Conditional Use Permit is required as part of the site's land use entitlements for the proposed trade school, Concord Career College. The Mixed Use District Area 33 of the Community Center Specific Plan allows trade schools with the approval of a Conditional Use Permit. Operating conditions will be part of the conditions of approval to ensure that the orderly operation of the trade school will be maintained and to mitigate any impacts to the surrounding area.

Concord Career College will occupy a portion of the first floor and the entire second floor of the 2-story building. Career-oriented classes will be offered throughout the day.

Conditional Use Permits remain valid at the particular location they are approved even if the original permittee vacates the site. Therefore, staff is including conditions of approval prohibiting certain types of trade schools from operating at this location any time in the future in order to ensure long-term compatibility among the uses within the Educational Center.

NEGATIVE DECLARATION:

On August 11, 1998, the City Council adopted a Negative Declaration, in conjunction with the approval of a Disposition and Development Agreement (DDA), for the project. The Negative Declaration considered the necessary entitlements for the project including site plan, parcel map, variance, and conditional use permit applications, therefore, no further environmental action is necessary.

DEVELOPMENT AGREEMENT:

The proposed Phase II development requires the applicant to enter into a Development Agreement with the City. The applicant will be guaranteed that they will be able to construct the proposed development within the time frame specified in the DDA and the City will receive a development impact payment not to exceed $32,670.

RECOMMENDATION:

Staff recommends that the Planning Commission:

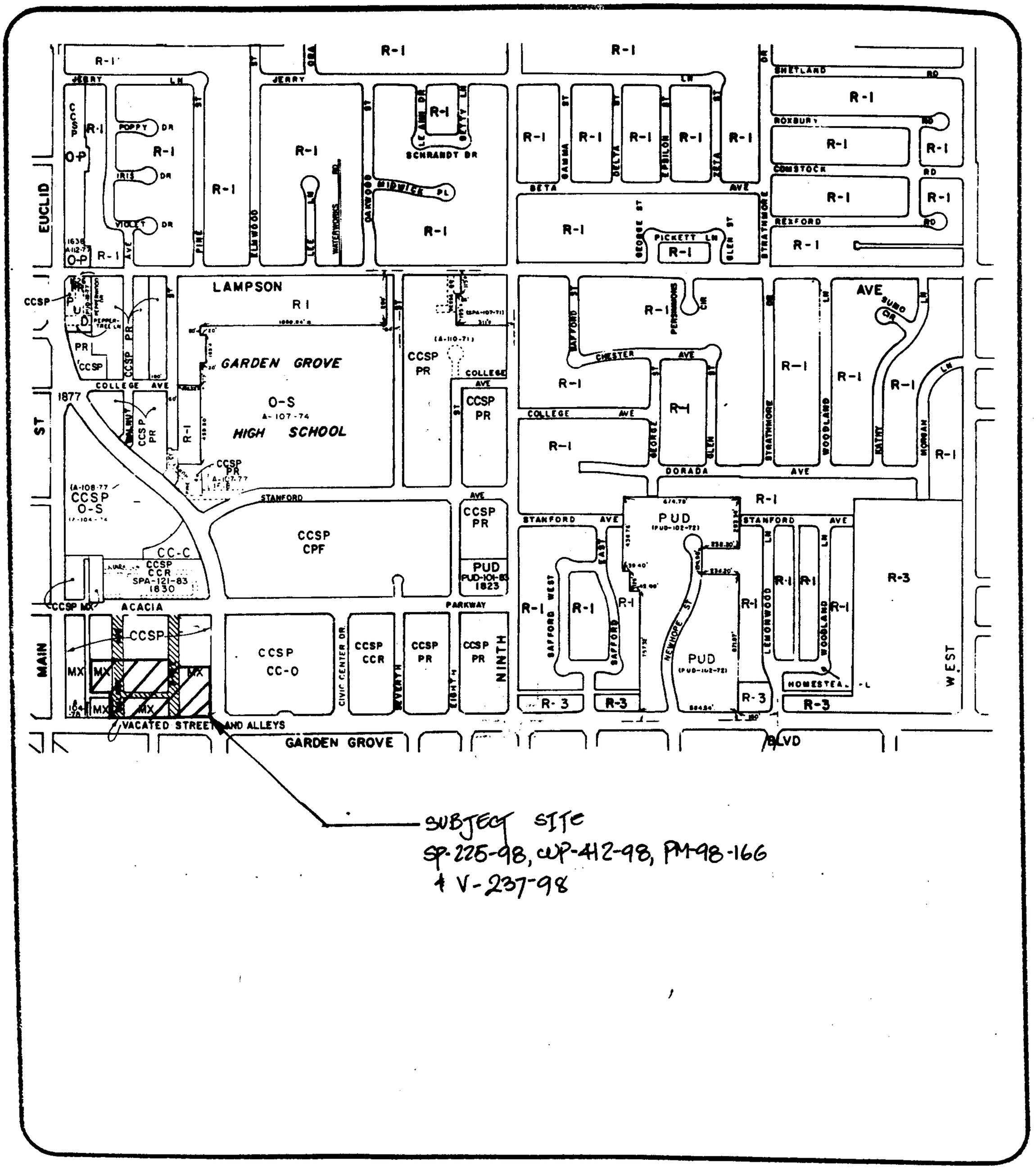
1. Approve Site Plan No. SP-225-98, Conditional Use Permit No. CUP-412-98, Variance No. V-237-98, and Tentative Parcel Map No. PM-98-166, subject to the recommended conditions of approval; and

2. Recommend approval of the Development Agreement to the City Council.

MILLIE J. SUMMERLIN
Planning Services Manager

By: Rosalinh M. Ung
Associate Planner

VICINITY MAP



Case No. Preliminary Review

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- [x] Economic Development
- [ ] Community Dev. Director
- [ ] Code Enforcement
- [ ] Planning Manager
- [ ] Fire Department
- [ ] Plan Check
- [ ] Police Department
- [ ] Planning Super
- [ ] Taorimina Ind.
- [ ] Engineer Serv(2)
- [ ] P/W - Utility Serv
- [ ] P/W - Streets

ATTN: John Poustman

From: Rosalinh Ung Return By: 5/25/98 (PCC)

Applicant: G. G. Agency for Community Development Date Out: 5/21/98

Request: Preliminary review of Garden Grove Phase II Education Center

Location: NWC Garden Grove Blvd & Euclid Ave

Address: Parcel No:

Zone: MX/33/CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

Looks good. Hopefully each student will buy something while in town. In fact, maybe I'll propose a student tax

JS

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: _____ Date: _____ Ext: _____

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Case No. Preliminary Review

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

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- ☐ Community Dev. Director
- ☑ Code Enforcement
- ☐ Planning Manager
- ☐ Fire Department
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- ☐ Police Department
- ☐ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: _____

From: Rosalinda Uno Return By: 5/25/98 (PCC)

Applicant: G. G. Agency for Community Development Date Out: 5/21/98

Request: Preliminary review of Garden Grove Phase II Education Center

Location: NWC Garden Grove Blvd & Euclid Ave

Address: _____ Parcel No: _____

Zone: MX/33/CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

No comments

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: Allison Jarrett Date: 5-21-98 Ext:: 5355

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Case No. Preliminary Review

RECEIVED
MAY 21 1998
PUBLIC SERVICES WATER

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- ☐ Economic Development
- ☐ Community Dev. Director
- ☐ Code Enforcement
- ☐ Planning Manager
- ☐ Fire Department
- ☐ Plan Check
- ☐ Police Department
- ☐ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☑ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: Scott

From: Rosalinda Ung Return By: 5/25/98 (PCC)

Applicant: G. G. Agency for Community Development Date Out: 5/21/98

Request: preliminary review of Garden Grove Phase II Education Center

Location: NWC Garden Grove Blvd & Euclid Ave

Address: Parcel No:

Zone: MX/33/CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

THERE IS AN EXIST 10" WATER MAIN ON EUCLID (37' W/O/℄), AND A 10" WATER MAIN ON GG BLVD (11' N/O/℄ ±).

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

* NEW WATER SERVICE INSTALLATIONS TO BE WITHING CITY RIGHT-OF-WAY.
* WATER RELOCATIONS TO BE BY DEVELOPER
* NEW WATER SERVICE(S) TO HAVE BACK-FLOW DEVICES PER CITY STANDARDS

Prepared By: SCOTT LOWE Date: Oct 26 '98 Ext.: 5395

Div/Dept. Head: [signature] Date: 5-26-98 Ext: 5328

Signature: _____ Date: _____

Case No. Preliminary Review

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- ☐ Economic Development
- ☐ Community Dev. Director
- ☐ Code Enforcement
- ☐ Planning Manager
- ☐ Fire Department
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- ☐ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer-Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: Bill Johnson

From: Rosalinda Ung Return By: 5/25/98 (PCC)

Applicant: G.G. Agency for Community Development Date Out: 5/21/98

Request: Preliminary review of Garden Grove Phase II Education Center

Location: NWC Garden Grove Blvd & Euclid Ave

Address: Parcel No:

Zone: MX/33/CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

NO COMMENTS on BLDG. — Good Letter —
P.D. SUPPORTS —

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: _____ Date: _____ Ext: _____

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Case No. Preliminary Review

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

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- ☐ Police Department
- ☒ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: Glen

From: Rosalinh Ung Return By: 5/25/98 (PCC)

Applicant: G. G. Agency for Community Development Date Out: 5/21/98

Request: Preliminary review of Garden Grove Phase II Education Center

Location: NWC Garden Grove Blvd & Euclid Ave

Address: Parcel No:

Zone: MX/33/CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

(see attached)

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: _____ Date: _____ Ext: _____

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Case No. Preliminary Review

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- ☐ Economic Development
- ☐ Community Dev. Director
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- ☑ Fire Department
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- ☐ Taorimina Ind.
- ☐ Engineer-Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: Ed Fukas

From: Rosalinh Ung Return By: 5/25/98 (PCC)

Applicant: G. G. Agency for Community Development Date Out: 5/21/98

Request: Preliminary review of Garden Grove Phase II Education Center

Location: NWC Garden Grove Blvd & Euclid Ave

Address: Parcel No:

Zone: MX/33/CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

Please list specific conditions of approval on reverse side.

☒ Conditions of Approval to be included in the Planning Commission Resolution:

1. BUILDING SHALL BE FIRE SPRINKLERED.
2. FIRE ALARM SYSTEM SHALL BE PROVIDED.
3. ON STREET FIRE HYDRANTS ON G.G. BLVD. SHALL BE RELOCATED IF NECESSARY.

Prepared By: ED LUKAS Date: 5/26/98 Ext: 5630

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Case No. Preliminary Review

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

RECD MAY 21 1998

- ☐ Economic Development
- ☐ Community Dev. Director
- ☐ Code Enforcement
- ☐ Planning Manager
- ☐ Fire Department
- ☐ Plan Check
- ☐ Police Department
- ☐ Planning Super
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- ☑ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: _____

From: Rosalinh Ung Return By: 5/25/98 (PCC)

Applicant: G. G. Agency for Community Development Date Out: 5/21/98

Request: Preliminary review of Garden Grove Phase II Education Center

Location: NWC Garden Grove Blvd & Euclid Ave

Address: _____ Parcel No: _____

Zone: MX/33/CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

This report does not address parking. Currently the existing Ed building has created a parking problem (on street). The next phase will increase this problem

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: _____ Date: _____ Ext: _____

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: 6-10-98

Case No. Preliminary Review

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- ☐ Economic Development
- ☐ Community Dev. Director
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- ☐ Police Department
- ☐ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☑ P/W - Streets

ATTN: Jim

From: Rosalinda Ung Return By: 5/25/98 (PCC)

Applicant: G. G. Agency for Community Development Date Out: 5/21/98

Request: Preliminary review of Garden Grove Phase II Education Center

Location: NWC Garden Grove Blvd & Euclid Ave

Address: Parcel No:

Zone: MX/33/CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

Euclid Street + GG Blvd. all trees on private property with in 10 ft of City Hard Scape must be installed with root barrier protection, all trees within GG Blvd fronting project to be eliminated.

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: _____ Date: _____ Ext: _____

Div/Dept. Head: _____ Date: 5/26/98 Ext: 5375

Signature: _____ Date: _____

ENVIRONMENTAL CHECKLIST FORM

1. **PROJECT TITLE:**
   Garden Grove Phase II Educational Center

2. **LEAD AGENCY:**
   City of Garden Grove
   11222 Acacia Pkwy.
   Garden Grove, CA 92842

3. **CONTACT PERSON:**
   Rosalinh M. Ung

4 **PROJECT LOCATION:**
   NWC Garden Grove Boulevard and Euclid Street

5. **PROJECT SPONSOR:**
   Garden Grove Agency for Community Development
   11222 Acacia Pkwy.
   Garden Grove, CA 92842

6. **GENERAL PLAN DESIGNATION:**
   Mixed Use

7. **ZONING:**
   MX/33 (Mixed Use District / Area 33) of the Community Center Specific Plan.

8. **DESCRIPTION OF PROJECT:**
   Development of a 47,448 square foot, 2-story educational facility located on one acre site at the northwest corner of Garden Grove Boulevard and Euclid Street. The facility is consisting of classrooms, lecture halls, related educationalal uses, and retail supportive uses.

9. **OTHER AGENCIES WHOSE APPROVAL (AND PERMITS) IS REQUIRED:**
   City of Garden Grove Planning Commission
   City of Garden Grove City Council
   Garden Grove Agency for Community Development

10. **REQUESTED ENTITLEMENTS:**
    Implementation of a 47,448 square foot, 2-story educational facility require the following discretionary actions:

- Negative Declaration
- Disposition and Development Agreement
- Site Plan
- Code Amendment
- Development Agreement
- Conditional Use Permit (trade schools)
- Tentative Parcel Map
- Variance

		Potentially		
	Potentially	Significant	Less than	
	Significant	Unless	Significant	No
	Impact	Mitigated	Impact	Impact

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated," as indicated by the checklist on the following pages.

___Land Use	___ Transportation/Circulation	___Public Services
___Housing	___Biological Resources	_X_Utilities and Services
___Geophysical	___Energy Resources	___Aesthetics
_X_Water	___Hazards	___Cultural Resources
___Air Quality	___Noise	___Recreation

___ Mandatory Findings of Significance

DETERMINATION:
(To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project.

Signature

July 21 1998
Date

Rosalinh M. Ung

City of Garden Grove

EVALUATION OF ENVIRONMENTAL IMPACTS:

1. *A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cited in the parentheses following each question.* A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take into account the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. "Potentially Significant Impact" is appropriate if an effect is significant or potentially significant, or if the lead agency lacks information to make a finding of significance. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Potentially Significant Unless Mitigated applies when the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analysis," may be cross-referenced).

		Potentially		
	Potentially	Significant	Less than	
	Significant	Unless	Significant	No
	Impact	Mitigated	Impact	Impact

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). Earlier analyses are discussed in Section XVII at the end of the checklist.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

I. LAND USE AND PLANNING

a. Conflict with General Plan designation or Zoning

			X

Response: The proposed educational facility is consistent with the General Plan designation and MX/33 (Mixed Use District / Area 33) zone which permits community colleges and four-years universities, trade schools subject to the approval of a Conditional Use Permit, and related supportive retail commercial and office professional uses. The proposed educational facility is phase II of the Garden Grove Educationalal Center.

b. Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project.

			X

Response: The proposed educational facility is located within a highly urbanized area of Orange County and is in conformance with applicable federal, state and the City of Garden Grove environmental requirements and plans.

c. Affect agricultural resources or operations (e.g. impacts to soils or farmlands, or impacts from incompatible uses).

			X

Response: There are no lands dedicated to agricultural uses within the project area. Therefore, there will be no impacts to agricultural resources or operations.

d. Disrupt or divide the physical arrangement of an established community (including a low-income or minority community).

			X

Response: The site is surrounded by the Garden Grove's Civic Center which includes City Hall, the Police and Fire Safety facilities, and the Garden Grove Regional Library to the east, Historic Main Street to the west, Phase I educational development (Coastline Community Colleges) to the north, and retail commercial developments to the south. The site is presently vacant and is within the project area for the educationalal development. Therefore, the project will not disrupt the physical arrangement of the immediate area as the site is zoned to allow educationalal uses and supportive retail commercial and office professional uses.

II. POPULATION AND HOUSING.

a. Cumulatively exceed official regional or local population projections.

			X

b. Induce substantial growth in an area either directly or indirectly (e.g. through projects in an undeveloped area or extension of major infrastructure).

			X

c. Displace existing housing, especially affordable housing.

			X

		Potentially		
	Potentially	Significant	Less than	
	Significant	Unless	Significant	No
	Impact	Mitigated	Impact	Impact

Response: There are no housing units existing on the site and therefore, no displacement of residents will occur as a result of the proposed development. In addition, the proposed project will not increase the demand for new housing or create any impact on housing in the immediate area.

III. GEOPHYSICAL

a. Seismicity: fault rupture.

		X	

Response: According to the seismic and safety element of the General Plan, the Shady Canyon fault is the only fault line known to exist within the Garden Grove city limits. This fault has no history of seismic activity and is not considered to be active. The city lies in proximity to the Newport/Inglewood fault, as well as larger general fault lines which may affect buildings within Garden Grove. As required by the General Plan EIR, all new construction shall be required to adhere to the Uniform Building Code requirements for this seismic zone.

b. Seismicity: ground shaking or liquefaction.

		X	

Response: The project area, like all of Southern California, is subject to ground-shaking and other secondary impacts from seismic activity, such as liquefaction. Liquefaction could potentially occur during a maximum intensity event along the Newport-Inglewood fault due to the possibility saturated nature of the sandy soils in the area.

Some exposure to seismic-related hazards is expected. However, this impact is not considered significant because the exposure is no different than the exposure of virtually all new and existing development in Orange County and because of the proposed project does not alter the existing exposure. To mitigate any potential impacts all construction is required to adhere to the Uniform Building Code as it pertains to seismic safety.

c. Seismicity: Sieche or tsunami.

			X

Response: Seiches and tsunamis are not anticipated to occur in the vicinity of this project due its distance from the coast and absence of large water bodies in the project area.

d. Landslides or mudslides.

			X

Response: The project area is relatively flat and would not normally be subject to landslides or mudslides. The construction of the proposed project may involve comparatively small excavations which will be required to be made in accordance with all applicable codes and standards to minimize the threat of a landslide or mudslide.

e. Erosion, changes in topography or unstable soil conditions from excavation, grading or fill.

		X	

Response: The site is currently vacant. The developer proposes to construct an educational facility. Disruptions in the soil will result during the site preparation and grading. The developer is required submit grading, drainage, and underground utility plans to the Engineering Services Division prior to the issuance of any permits.

f. Subsidence of the land.

			X

Response: All new construction is required to adhere to the requirements of the Engineering Services Division to address any subsidence of the land. All improvements are required to adhere to

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact

applicable codes including the Uniform Building Code and State and Federal Occupational Safety requirements.

g. Expansive soils.

			X

Response: All improvements area required to adhere to applicable codes including the Uniform Building Code, and California Occupational Safety requirements.

h. Unique geologic or physical features.

			X

Response: There are no known unique geologic or physical features in the project area.

IV. WATER

a. Changes in absorption rates, drainage patterns, or the rate and amount or surface runoff.

		X	

Response: The developer is required to comply with all provisions of the Garden Grove Water Department and the Engineering Services Division to address any concern resulting from the design of this project. Water line locations plans and grading plans are required to be submitted to ensure safe and proper location of water service facilities and surface drainage.

b. Exposure of people or property to water related hazards such as flooding.

			X

Response: The project area is not located within 100 year flood zone.

c. Discharge into surface waters or other alteration of surface water quality, including, but not limited to, temperature, dissolved oxygen, turbidity or other typical storm water pollutants (e.g., sediment from construction, hydrocarbons and metals from vehicle use, nutrients and pesticides from landscape maintenance, metals and acidity from mining operations).

	X		

Response: In accordance with the 1972 Clean Water Act and National Pollution Discharge Elimination System (NPDES) requirements, the developer is required to submit a long-term post construction Water Quality Management Plan (WQMP). The WQMP shall include provisions for the installation and maintenance of appropriate structural facilities and conduct of non-structural Best Management Practices (BMPs). The plan shall be submitted to and approved by the Public Works and Community Development Departments prior to the issuance of a grading or building permit, whichever occurs first.

d. Changes in the amount of surface water in any water body.

			X

e. Changes in currents, or the course or direction of water movements.

			X

Response (c through e): There is no surface water within the project area. All runoff from the area is, and will be transported with other urban runoff into City and County drainage facilities. Therefore, the project will not directly affect surface water.

f. Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations.

			X

g. Altered direction or rate of flow of groundwater.

			X

		Potentially		
	Potentially	Significant	Less than	
	Significant	Unless	Significant	No
	Impact	Mitigated	Impact	Impact

h. Change in the quality of ground waters through infiltration of reclaim water or storm water runoff that has contacted pollutants from urban, industrial, or agricultural activities.

		X	

i. Substantial reduction in the amount of groundwater otherwise available for public water supplies.

		X	

Response: (f through l): The development will not involve operations that could affect aquifers' recharge capability or alter the direction of flow of groundwater. The area is urbanized with existing retail commercial, office professional, public buildings (civic center) and residential uses. Construction is proposed at this time, but would not require substantial excavations or other extensive below-grade work or the use of large quantities of water.

j. Alterations of wetlands in any way.

			X

V. AIR QUALITY

a. Violate any air quality standard or contribute to an existing or projected air quality violation.

		X	

Response: No long term additional impacts are seen to the existing air quality standards nor additional created that would contribute to an existing or project air quality violation.

Construction activities may contribute to air quality violations. These impacts are not considered significant due to their short-term nature and shall be addressed during the grading permit process.

b. Expose sensitive receptors to pollutants.

			X

Response: The proposed project will not significantly increase the exposure of sensitive receptors to pollutants.

c. Alter air movement, moisture, or temperature, or cause any change in climate.

			X

Response: The proposed project and the necessary on-site improvements would not have the capacity to alter air movement, moisture or temperature, or cause a change in the climate.

d. Create objectionable odors.

			X

Response: The site is presently vacant. The developer is required to comply with all local and state air quality regulations.

VI. TRANSPORTATION

a. Increased vehicle trips or traffic congestion.

		X	

b. Hazards to safety from design features (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment).

			X

Response (a & b): The developer is required to address any traffic issues this project will generate. Impact on any traffic circulation patterns will be addressed by the City Traffic Engineer to ensure compliance with the goals and objectives of the Circulation Element of the City's General Plan. The project is subject to traffic mitigation fees in order to mitigate any impacts to City streets. All projects involving construction in the public right-of-way will be required to submit a traffic safety plan to minimize traffic congestion.

		Potentially		
	Potentially	Significant	Less than	
	Significant	Unless	Significant	No
	Impact	Mitigated	Impact	Impact

In June 1995, a traffic study was prepared for the Garden Grove Educational Center. The traffic study addressed the Phase I development which consisted of a 45,000 square foot educational center and Phase II development with retail commercial developments to be developed soon after.

To accommodate the now proposed Phase II development, a revised traffic study (technical notes) has been prepared.

The technical notes indicates that the total developable building area has remained the same within the study area, yet the proposed Phase II development creates a net decrease in projected daily traffic and decrease number of trips during the PM peak hour condition. This decrease in daily traffic is the result of the difference in traffic generation rates in commercial retail and educational center uses.

The technical notes concludes that the 1998 existing condition levels of service at three critical intersections surrounding the Educational Center are operating better than anticipated when the Phase I traffic study was prepared in 1995. The addition of Phase II actually produces a reduction in trips from that originally planned for the area and the resulting levels of service remain at LOS "C" or better compared to a minimum standard LOS "D".

During construction increased vehicle trips or traffic congestion may occur but would be temporary in nature and would not create a significant impact. All projects involving construction in the public right-of-way are required to submit a traffic safety plan to minimize traffic congestion.

c. Inadequate emergency access to nearby uses.

			X

Response: Emergency access to the proposed development and surrounding areas will not be affected. Police and Fire services in the area are adequate to accommodate the development provide the project complies with the conditions of approval included on the project by the Police and Fire Departments. These conditions of approval include, but are not limited to, providing fire sprinklers in the building, and appropriate levels of security within the project area.

d. Insufficient parking capacity on-site or off-site.

		X	

Response: The technical notes indicated there will be adequate parking to accommodate both Phase I and Phase II developments. The Phase II development requires 421 spaces per Code. A total of 411 spaces will be provided immediately adjacent to the pad building. The remaining 10 spaces will be shared within the Vehicle Parking District. The Educational Center is within the Vehicle Parking District of the Community Center. Vehicle Parking District has a total of 298 spaces available for the use of the patrons of all businesses located within the district.

Furthermore, the Coastline College parking lot has higher number of compact parking spaces allowed by the State of California guidelines. The existing parking is being under-utilized by faculty and students due to smaller parking stalls and these vehicles are now parking off-site along Acacia Parkway. To mitigate this problem, the Coastline College parking lot will be restriped to increase the number of standard size parking spaces on-site.

e. Hazards or barriers for pedestrians or bicyclists.

		X	

		Potentially		
	Potentially	Significant	Less than	
	Significant	Unless	Significant	No
	Impact	Mitigated	Impact	Impact

Response: Barriers for pedestrians or bicyclists may occur during the period of construction. All projects involving construction in the public right-of-way will be required to submit a traffic safety plan to ensure the safety of pedestrians and/or bicyclists.

f. Conflicts with adopted policies supporting alternative transportation

			X

Response: The proposed development would not impact existing or proposed policies pertaining to alternative transportation and is located adjacent to mass transit stops.

g. Rail, waterborne or air traffic impacts.

			X

Response: There are no air or waterborne traffic corridors in the immediate area. The site is not located within a fight path for any airport.

VII. BIOLOGICAL RESOURCES

a. Endangered threatened or rate species or their habitats (including but not limited to plants, fish, insects, animals, and birds).

			X

Response: The project site is located in an urbanized area. Therefore, endangered species are not expected to occur in the area due to lack of suitable habitat.

b. Locally designated species (e.g. heritage trees).

			X

c. Locally designated natural communities (e.g. oak forest, coastal habitat, etc.).

			X

Response (b & c): The site is devoid of native vegetation and there are no locally designated species and natural communities on the project site.

d. Reduction in acreage of wetland habitat (e.g. marsh, riparian and venal pool).

			X

Response: There are no wetland habitats in the area of the project site.

e. Wildlife dispersal or migration corridors.

			X

Response: The project area does not serve as a dispersal and/or migration corridor as the area is within a highly urbanized area.

VIII. ENERGY AND MINERAL RESOURCES

a. Conflict with adopted energy conservation plans.

			X

Response: The Phase II development on this site is not in conflict with adopted energy conservation plans.

b. Use non-renewable resources in a wasteful and inefficient manner.

			X

Response: All development on the project site is required to adhere to all State and City energy-conservation regulations including energy efficient lighting, ventilation, and heating systems. Therefore, the development will not create uses that use non-renewable resources in a wasteful manner.

		Potentially		
	Potentially	Significant	Less than	
	Significant	Unless	Significant	No
	Impact	Mitigated	Impact	Impact

IX. HAZARDS

a. A risk of accidental explosion or release of hazardous substances (e.g. oil, pesticides, chemicals, and radiation).

			X

b. Possible interference with an emergency response plan or emergency evacuation plan.

			X

c. The creation of any health hazard or potential health hazard.

			X

d. Exposure of people to existing sources of potential health hazards.

			X

Response (a through d): The site is presently vacant and will be developed with an educational building and office/retail commercial uses. The property contains no evidence of hazardous material on site.

e. Increased fire hazard in area with flammable brush, grass, or trees.

			X

Response: There are no anticipated physical changes that would increase fire hazards within the scope of the project area. New landscaping will be installed per the City standards and regulations including irrigation.

X. NOISE

a. Increases in existing noise levels.

		X	

b. Exposure of people to extreme noise levels.

		X	

Response (a & b): Increase in existing noise levels will result during the construction. The developer is required to observe code provisions as they pertain to days and hours of construction.

XI PUBLIC SERVICES

a. Fire protection.

		X	

Response: There will be an increase in fire protection services due to the development of Phase II. The development shall comply with the conditions of approval from the Fire Department.

b. Police protection.

		X	

Response: There will be an increase in police protection services due to the development of Phase II. The development shall comply with the conditions of approval from the Police Department.

c. Schools.

			X

Response: There are no anticipated physical changes that would affect schools or school districts in any area affected by this project as the project will not induce growth, generate new housing in the area or attract families with school ages children to the area.

d. Maintenance of public facilities, including roads.

		X	

Response: It is likely that the project, and the additional demand on the infrastructure, will increase maintenance requirements. The existing public facilities appear to be in reasonable condition and adequate to meet the demands of the proposed development.

	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact

e. Other governmental services.

			X

Response: It is not anticipated that the project will increase demands on other governmental services other than those addressed in this analysis.

XII. UTILITIES AND SERVICE SYSTEMS

a Power or natural gas.

		X	

b. Communication systems.

			X

c. Local or regional water treatment or distribution facilities.

			X

d. Sewer or septic tanks.

		X	

Response (a through d): There less than significant impacts to the existing utilities and services systems caused by this project. The existing systems are adequate to meet the demands of the area including those generated by this project.

e. Storm water drainage or storm water quality control.

	X		

Response: In accordance with the 1972 Clean Water Act and National Pollution Discharge Elimination System (NPDES) requirements, the developer is required to submit a long-term post construction Water Quality Management Plan (WQMP). The WQMP shall include provisions for the installation and maintenance of appropriate structural facilities and conduct of non-structural Best Management Practices (BMPs). The plan shall be submitted to and approved by the Public Works and Community Development Departments prior to the issuance of a grading or building permit, whichever occurs first.

f. Solid waste disposal.

			X

Response: The site plan provides adequate trash location and trash receptacles to accommodate the proposed development of Phase II.

XIII. AESTHETICS

a. Affect on a scenic vista or scenic highway.

			X

Response: The project area is not adjacent to any scenic vistas or highways. The physical improvements for this site will be compatible with the surrounding uses.

b Have a demonstrable negative aesthetic effect.

			X

Response: There will be no demonstrable negative aesthetic effects caused by the proposed development.

c. Create light or glare.

		X	

Response: The development will be required to provide additional lighting in the area. The project is required to adhere to all code requirements pertaining to minimum lighting levels. Additionally, lighting will not be permitted to spill onto adjoining properties.

	Potentially Significant Unless Mitigated	Less than Significant Impact	No Impact

XIV. CULTURAL RESOURCES

a. Disturb paleontological resources.

			X

b. Disturb archaeological resources.

			X

Response (a & b): There are no known paleontological and archaeological resources in the area. If unanticipated paleontological resources are discovered during construction, all attempts will be made to preserve in place or leave in an undisturbed state in compliance with CEQA Section 21083.2.

c. Affect historical resources.

			X

Response: There are no known historical resources in the area. The Garden Grove General Update notes 13-historically significant or potentially significant sites within the City limits. None of these sites are located in the project area.

d. Have the potential to cause physical change which would affect unique ethnic cultural values.

			X

Response: There are no structures or activities that have unique cultural or ethnic value. The project, therefore will not have the potential to affect unique ethnic or cultural values.

e. Restrict existing religious or sacred uses within the potential impact area.

			X

Response: There is no potential to restrict existing religious or sacred uses within the area of the project.

XV. RECREATION

a. Increase the demand for neighborhood or regional parks or other recreational facilities.

			X

b. Affect existing recreation facilities.

			X

Response (a & b): The area to be developed does not contain public open space or otherwise reduce neighborhood or regional park facilities.

XVI. MANDATORY FINDINGS OF SIGNIFICANCE

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.

			X

b. Does the project have the potential to achieve short-term, to the disadvantage of long-term environmental goals.

			X

c. Does the project have impacts that are individually, but cumulatively considerable ("Cumulatively considerable" means the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of current projects and the effects of probable future projects.)

			X

		Potentially		
	Potentially	Significant	Less than	
	Significant	Unless	Significant	No
	Impact	Mitigated	Impact	Impact

d. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

			X

XVII. EARLIER ANALYSIS

Earlier analyses may have been used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D).

a. **EARLIER ANALYSIS:**

1. The City of Garden Grove General Plan Update
2. The City of Garden Grove Existing Condition Report
3. The City of Garden Grove Final Environmental Impact Report for the General Plan Update, State Clearinghouse No. 93051015
4. Title 9 of the Garden Grove Municipal Code
5. Garden Grove Phase II Educational Center Technical Notes, May 1998.

b. **IMPACTS ADEQUATELY ADDRESSED:** .

1. Geophysical
2. Water
3. Air Quality
4. Transportation
5. Noise
6. Public Services
7. Utilities and Services
8. Aesthetics

c. **MITIGATION MEASURES:**

All conditions of approval for SP-225-98, CUP-412-98, PM-98-166, & V-237-98, shall be adhered to mitigate negative impacts on the property or surrounding area.

		Potentially		
	Potentially	Significant	Less than	
	Significant	Unless	Significant	No
	Impact	Mitigated	Impact	Impact

RESOLUTION NO. 4921

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE RECOGNIZING THE PREVIOUSLY ADOPTED NEGATIVE DECLARATION, APPROVING SITE PLAN NO. SP-225-98, VARIANCE NO. V-237-98, TENTATIVE PARCEL MAP NO. PM-98-166, AND CONDITIONAL USE PERMIT NO. CUP-412-98 AND RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT FOR PROPERTIES LOCATED ON THE NORTHWEST CORNER OF GARDEN GROVE BOULEVARD AND EUCLID STREET, PARCEL NOS. 090-162-27 AND 090-163-36.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on August 19, 1998, does hereby recognize the previously adopted Negative Declaration, approve Site Plan No. SP-225-98, Variance No. V-237-98, Tentative Parcel Map No. PM-98-166, and Conditional Use Permit No. CUP-412-98, and recommend approval of a Development Agreement.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-225-98, Variance No. V-237-98, Tentative Parcel Map No. PM-98-166, Conditional Use Permit No. CUP-412-98, and the Development Agreement, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by the Garden Grove Agency for Community Development and Pacific Development Partners, LLC.

2. The applicants request approval of Site Plan, Conditional Use Permit, and Development Agreement to construct a 47,448 square foot, two-story, educational building for University of La Verne and Concord Career College, with a Variance request from the sign code pertaining to the width and size of the proposed monument sign, and a Tentative Parcel Map for a 2-lot subdivision.

3. The previously adopted Negative Declaration for the project considered the necessary entitlements including a Site Plan, Variance, Parcel Map, and Conditional Use Permit applications, therefore no further environmental action is necessary.

4. The property has a General Plan Land Use designation of Mixed Use and is currently zoned MX/33 (Mixed Use District Area 33 of the Community Center Specific Plan).

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 August 19, 1998, and all interested persons were given an opportunity to be heard.

8. The Planning Commission gave due and careful consideration to the matter during its meeting of August 19, 1998; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Sections 9.24.030 and 9.32.060, are as follows:

FACTS:

The site is presently vacant.

The site is located on the southerly portion of the Garden Grove Educational Center. The Garden Grove Educational Center is bounded by Acacia Parkway to the north, Euclid Street to the east, Garden Grove Boulevard to the south and the Main Street downtown area to the west.

In 1994, the Planning Commission and the City Council created the Garden Grove Educational Center by amending the MX/33 zone to allow educational facilities and related commercial uses, and consolidating 38 parcels into 2 separate parcels, Parcel No. 1 and 2 of Parcel Map No. PM-94-168. Parcel 2 was to be developed by Coast Community College District as Phase I and Parcel 1 was to be developed in near future as Phase II.

On August 11, 1998, the Garden Grove Agency for Community Development entered into a DDA with Pacific Development Partners, LLC. for the development of Phase II which includes a 47,448 square-foot, 2-story educational building for University of La Verne and Concord Career College, and ancillary office/commercial related uses.

University of La Verne will occupy a total of 10,580 square feet of the first floor, Concord Career College will occupy a total of 25,316 square feet; 3,600 square feet on the first floor and the entire second floor (21,716 square feet). The remaining 7,500 square feet of first floor will be reserved for educational, retail, and/or office uses.

Concord Career College is a trade school, which requires a Conditional Use Permit approval per Title 9.

The site consists of two separate parcels and is approximately 4.98 acres in size.

The proposed development requires the filing of a Tentative Parcel Map.

The applicant is proposing to subdivide the properties into 2 separate parcels. Parcel No. 1 will be approximately 1.03 acres in size and Parcel No. 2 will be approximately 3.95 acres.

Parcel No. 1 would be developed by Pacific Development Partners, LLC. and improved with a 47,448 square-foot, 2-story, educational building. Parcel No. 2 will be improved with a parking lot. This parking lot will be improved and will be used by the University of La Verne and Concord Career College.

A minimum of 421 parking spaces is required for the project.

A total of 411 spaces will be provided, immediately adjacent to the school building, on Parcel No. 2. The remaining 10 spaces will be shared within the Vehicle Parking District. The Garden Grove Educational Center is within the Vehicle Parking District of the Community Center. The Vehicle Parking District has a total of 298 spaces available for the use of the patrons of all businesses located within the district.

Bike racks are also provided and will be located on the south of the trash enclosure.

The site is located in area that has a based zone of OP (Office Professional) and also is within a redevelopment project area.

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

FINDINGS AND REASONS:

SITE PLAN:

1. The Site Plan complies with the spirit and intent of the provisions, conditions, and requirements of the Municipal Code and other applicable ordinances. The proposed project is consistent with the existing General Plan designation which permits educational development and office/commercial related uses. Trade schools are also permitted, subject to the approval of a Conditional Use Permit. The site is located within the described zone and therefore, consistent with the General Plan designation of Mixed Use, and Community Center Specific Plan as the site allows educational uses, and similar office/commercial related uses.

   The site is adequate to accommodate the proposed educational development including permitted building height, setbacks, landscaping, and parking and

circulation. The Phase II development is compatible with the surrounding uses as it is part of the Garden Grove Educational Center.

2. The proposed educational development does not adversely affect essential on-site facilities such as off-street parking, loading and unloading areas, traffic circulation, and points of vehicular and pedestrian access. The plans have been reviewed by the City's Traffic Engineering Section and it has been determined that the project will have no adverse impacts to surrounding streets. The site provides sufficient off-street parking spaces.

   The technical notes which are an addendum to the original traffic study prepared in 1995 for the Garden Grove Educational Center, indicated that there will be adequate parking to accommodate Phase II development. The development requires 421 spaces per Code. A total of 411 spaces will be provided, immediately adjacent to the school building, on Parcel No. 2. The remaining 10 spaces will be shared within the Vehicle Parking District. The Garden Grove Educational Center is within the Vehicle Parking District of the Community Center. The Vehicle Parking District has a total of 298 spaces available for the use of the patrons of all businesses located within the district.

3. The proposed educational development will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels. The technical notes for the project indicates that there are no adverse impacts from the additional traffic generated by the proposed educational facility and the site area intersections will operate at acceptable levels of services with implementation of the proposed project.

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

4. The proposed Phase II development has a reasonable degree of physical, functional, and visual compatibility with the neighboring uses and desirable neighborhood characteristics. The proposed educational development will be architecturally compatible with the neighboring uses. The design and conditioning of the proposed development will enhance and insure a reasonable degree of compatibility with adjacent uses.

5. Through the planning and design of building and building placement, the provision of landscaping and other site amenities will attain an attractive environment for the occupants of the property. The project has been designed in accordance with City Code landscape provisions and will provide generous amount of landscaped areas. The necessary agreements for the protection and

maintenance of improvements will be achieved through the conditions of approval for the project.

CONDITIONAL USE PERMIT:

1. The proposed trade school (Concord Career College) is consistent with the General Plan and the Community Center Specific Plan. The Specific Plan permits the use with the approval of a Conditional Use Permit.

2. The proposed trade school will not adversely affect the health, peace, comfort or welfare of persons residing or working in the surrounding area provided the conditions of approval are adhered to for the life of the project.

3. The proposed trade school will not unreasonably interfere with the use, enjoyment or valuation of property of other persons located within the vicinity of the site provided the conditions of approval are adhered to for the life of the project. The use will be compatible with the surrounding area.

4. The proposed trade school will not jeopardize, endanger or otherwise constitute a menace to public health, safety or general welfare. The conditions of approval for the use will ensure the public health, safety, and welfare.

5. The Conditional Use Permit approval will not adversely affect the use and enjoyment of adjacent properties. If the applicant operates this use in compliance with the conditions of approval, there should be no impact on adjoining properties.

TENTATIVE PARCEL MAP:

1. The Tentative Parcel Map is consistent with the General Plan as the applicant proposes to subdivide the existing site into two separate parcels in order to facilitate the proposed Phase II Educational development.

2. The design of the proposed Tentative Parcel Map is consistent with the General Plan and with Title 9 of the Garden Grove Municipal Code. The design of the lot subdivision meets the minimum requirements and intents for the Garden Grove Educational Center as originally approved. The reconfiguration of these lots will allow the construction of the proposed Phase II development, as well as future development, as intended and designed for the Garden Grove Educational Center.

3. The site is physically suitable for the proposed type of development in that the site will provide sufficient area to accommodate code compliant building setbacks, vehicle access, building coverage and on-site parking.

4. The requirements of the California Environmental Quality Act have been satisfied as the proposed Parcel Map has been addressed in the previously adopted Negative Declaration. Mitigation measures such as restrictive hours of construction and submittal of grading plans, etc. have been included to ensure that there are no significant impacts from the construction of the hotel facility.

5. The site is physically suitable for the proposed Phase II Educational development in that the proposed subdivision will allow the construction of the proposed Phase II development, as well as future development, as intended and designed for the Garden Grove Educational Center.

6. The design of the subdivision will not likely cause serious public health problems in that all public improvements such as drainage, sewer service, water and other utility installations will be installed in accordance with all applicable codes and regulations.

7. Through the conditions of approval and the design of the subdivision, the proposed improvements will not conflict with easements of record or easements established by court judgment acquired by the public at large for access through or use of the property within the proposed subdivision.

VARIANCE:

1. There are exceptional circumstances to the development on the property as the building will have limited building signage, and will not be visible to the vehicular traffic traveling eastbound on Garden Grove Boulevard. With the variance, the proposed monument on Garden Grove Boulevard will provide better direction to those traveling eastbound on Garden Grove Boulevard. The lack of visibility creates an exceptional circumstance that meets the criteria for approval of the Variance.

2. The colleges will be located within the proposed two-story business professional building which has limited building signage and visibility from Garden Grove Boulevard. Therefore, the Variance is necessary in order to enjoy the same property rights that exist for other businesses located in the same vicinity.

3. If the Variance is granted it will not be materially detrimental to the public welfare or injurious to the development or the surrounding properties. The request to increase the monument signage in width and size on Garden Grove Boulevard will not be materially detrimental to the public as it is located so as not to block traffic visibility of the adjacent driveway.

4. Granting of the Variance will not adversely affect the City's General Plan and the Community Center Specific Plan. The proposed educational building is consistent with the existing General Plan designation and the Specific Plan as the site allows college, university, trade school and similar related uses. The requested increase in the width and size of the monument sign will encourage the use of the facility for the purposes stated in the General Plan, and the Specific Plan.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan, Conditional Use Permit, Variance, and Tentative Parcel Map possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.24.030.D.3 (Site Plan), 9.24.030.D.4 (Conditional Use Permit), 9.24.030.D.6 (Variance), and 9.32.060 (Tentative Map).

2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the following conditions of approval shall apply to Site Plan No. SP-225-98, Conditional Use Permit No. CUP-412-98, Variance No. V-237-98, and Tentative Parcel Map No. PM-98-166.

CONDITIONS OF APPROVAL:

A. All below-listed conditions of approval are required to be recorded. Recordation of said conditions is the responsibility of the applicant, and proof of such recordation is required prior to issuance of building permits. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval of the Planning Commission.

B. Approval of this Site Plan, Variance, Tentative Parcel Map, and Conditional Use Permit shall not be construed to mean any waiver of applicable and appropriate zoning and other regulations; and wherein not otherwise specified, all requirements of the City of Garden Grove Municipal Code shall apply.

C. Minor modifications may be approved by the Community Development Department and/or Planning Commission. If other than minor changes are made

in the proposed development, a new Site Plan, Variance, Tentative Parcel Map, and/or Conditional Use Permit application shall be filed which reflects the revisions made to, or changes to the use of the building or site.

D. All lighting structures shall be placed so as to confine direct rays to the subject property. All exterior lights shall be reviewed and approved by the City's Planning Division. Lighting shall be provided throughout the parking area at a minimum of two foot-candles of light on the parking surface during regular business for all businesses, and one foot-candle for non-business hours. Lighting in the parking area shall be directed, positioned, or shielded in such manner so as not to unreasonably illuminate the window area of nearby residences. Light standards shall not exceed 20 foot in height.

E. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community Development Department for review and approval prior to the issuance of building permits. The project shall also be subject to the following:

1 All on-site utilities pertaining to the improvements proposed under this Site Plan, Variance, Tentative Parcel Map, and CUP, shall be installed or relocated underground.

2 Above-ground utility equipment (e.g., electrical, gas, telephone, cable TV) shall not be located in the street setbacks, within the common areas along Garden Grove Boulevard and Euclid Street, or any parking areas and shall be screened to the satisfaction of the Community Development Department.

3 No roof-mounted mechanical equipment shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community Development Department prior to the issuance of building permits. Said screening shall be on all sides and the top of the equipment and shall block visibility of any roof-mounted mechanical equipment from view from public streets, surrounding properties, and adjacent buildings.

4 All ground- or wall-mounted mechanical equipment shall be screened from view of public streets and surrounding properties.

F. The following provisions of the Public Works' Engineering Division shall be complied with:

1 Parcel Map and Field survey shall be required. Parcel Map shall be recorded prior to issuance of any permits.

2 Prior to recordation of a final parcel map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cadd Drawing format.

3 Any required right-of-way necessary to construct adjacent street(s) to their ultimate shall be dedicated to the City.

4 Prior to recordation of a final parcel map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital graphics file of said map in a manner described in Section 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto-Cadd Drawing format.

5 All existing and new utilities shall be placed underground in the public right-of-way and on site.

6 Grading, water and sewer, and approved utility plans shall be required. Plans shall be prepared by a Registered Civil Engineer.

7 Hydrology and Hydraulic calculations shall be submitted to size parkway culvert(s) or storm drain(s) per OCEMA Standards. Parkway culverts shall be constructed per OCEMA Standard Plan 1309 (Type B).

8 Driveway approaches shall be constructed in conformance with Garden Grove Standard Plan B-120. The developer shall apply for an encroachment permit to do work in the public right-of-way.

9 The developer shall dedicate all rights to underground water without the right to subsurface entry.

10 Access rights to adjacent arterial roadways shall be restricted to driveway locations. A dedicated statement on the parcel map is required.

11 Any new or required block walls and/or retaining wall and trash enclosures shall be shown on the grading plans. Block walls shall be developed to City Standards or designed by a Registered Engineer.

12 Should the development require existing street trees to be removed, they shall be replaced with 15-gallon trees at another location in the public right-of-way. The new location and the tree species shall be specified by the City Engineer.

13 The applicant shall comply with all 1972 Clear Water Act and NPDES requirements. The submittal of plans shall incorporate best management practices for NPDES permit compliance.

14 On-site fire service shall have an approved double check valve assembly per City Standards and shall be screened as approved by the Planning Services Division.

15 All on-site improvements shall be removed prior to the start of new construction.

16 Blanket easement shall be required for all public water system on private property.

17 The developer shall remove 8 existing Sycamore trees including the tree wells along the public right-of-way (sidewalk), on Garden Grove Boulevard.

G. The following provisions of the Public Works' Traffic Engineering Division shall be complied with:

1 Entrance to the property shall be posted with a sign indicating that unauthorized vehicles will be removed at the owner's expense. The sign shall be of the size, type, and location specified in the California Vehicle Code and Garden Grove Municipal Code.

2 All handicap parking stalls shall be marked and signed in accordance with California Vehicle Code. All parking stalls shall be per City standards, and hairpin striped. All curbs not associated with a parking stall shall be painted red and parking shall be prohibited in those areas. A total of 421 spaces; 411 located on Parcel 2 and remaining 10 spaces located within the Vehicle Parking District, shall be provided and maintained at all times.

3 A total of 12 bike racks shall be provided and maintained at all times.

4 Traffic mitigation fees shall be paid prior to the issuance of building permits for the Phase II development.

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

1 Fire sprinkler system per NFPA Standard 13 shall be provided and plans approved prior to the issuance of building permits. System shall be designed to utilize not more than 90% of the available water as indicated on a submittal graph sheet as required by National Fire Protection Association, Standard 13, Chapter 7. Fire sprinkler riser(s) shall be located inside the building in a room with a door accessible from the outside of the building.

2 Fire sprinkler system and all control valves shall be supervised to an approved central alarm station, when the total number of sprinkler heads is 100 or more.

3 Address numbers shall be visible from the street (in contrasting colors).

4 One fire hydrant shall be provided. The location shall be determined by the Fire Department.

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

J. The following provisions of the Garden Grove Public Works' Utilities Services Division shall be met:

1 New water service installations shall be at the applicant's expense. The applicant shall be responsible for the expense if installed by the City, unless otherwise noted. Fire services and larger water services (3 inch or larger) shall be installed by the applicant per City standards.

2 Water meter and fire service shall be located within the City right-of-way or within dedicated waterline easement. Fire services and large water services (3 inch or larger) shall be installed by the applicant with Class C-

34 License, per City water standards and inspected by a Public Works Inspector.

3 The installation of a backflow prevention device shall be required on water lateral. New backflow prevention device shall be installed per City standards and shall be inspected by cross connection specialist after installation. Device shall be tested immediately after installation and once a year by a Certified Backflow Device Tester.

K. The following provisions of the Garden Grove Sanitation District shall be met:

1 A new trash enclosure shall be built per City Standard No. B-502 to accommodate a minimum of 2 trash bins. The trash enclosure doors shall be kept closed and secured except during trash disposal or pickup. The trash pickup shall be a minimum of four times a week.

2 The refuse storage area shall be constructed to match the building exterior material and color.

3 The refuse storage area shall be maintained in a neat and sanitary manner.

L. No exterior piping, plumbing, or mechanical duct work shall be permitted on any exterior facade and/or visible from any public right-of-way or adjoining property.

M. Hours and days of construction and grading shall be as follows as set forth in the City of Garden Grove's Municipal Code Section 8.47.010 referred to as the County Noise Ordinance as adopted:

1 Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).

2 Sunday and Federal Holidays - may work same hours but subject to noise restrictions as stipulated in Section 8.47.010 of the Municipal Code.

N. The developer shall submit a complete, detailed landscape plan governing the proposed development which reflects the approved landscape plans, with any necessary modifications, as submitted under the Site Plan application. Said plan shall include type, size, location and quantity of all plant material. It shall include irrigation plans staking and planting specifications. The landscape plan is also subject to the following:

1 A complete, permanent, automatic remote control irrigation system shall be provided for all landscaped areas shown on the plan. The sprinklers shall be of low flow/precipitation sprinkler heads for water conservation.

2 The developer is and shall be responsible for installation and maintenance of all landscaping on the property. Said responsibility shall extend to the sidewalk curb or pavement of adjoining streets.

3 No trees shall be planted closer than five feet (5') from any public right-of-way. Trees planted within ten feet (10') of any public right-of-way shall be planted in a root barrier shield. All landscaping along street frontage(s) adjacent to driveways shall be of the low height variety to ensure safe site clearance.

4 Unless otherwise specified, the plan shall provide a mixture of a minimum of ten (10) percent of the trees at 48-inch box, ten (10) percent of the trees at 36-inch box, fifteen (15) percent of the trees at 24-inch box and sixty (60) percent of the trees at 15-gallon. Remaining five (5) percent may be of any size.

5 Mounting and berming shall be incorporated into all street frontage landscape areas along Garden Grove Boulevard and Euclid Street. Such berming shall not exceed 36 inches above the highest adjacent curb.

6 The developer shall provide a minimum of one 24-inch box tree for every 30 feet of street frontage. These trees may be grouped or clustered.

7 The developer shall provide a minimum of one tree for each 8 parking spaces.

O. Prior to the construction of the Phase II development, the site area shall be secured with a six-foot (6') high chain link fence. Access gate(s) are permitted and the fence shall be removed upon construction of permanent perimeter fencing and/or completion of the project.

P. Signage shall be in accordance with the approved sign program and with this Resolution. Where the sign program is silent, the provisions of the Municipal Code will apply. Signage for the Phase II development shall be as follows:

1 The building east and south elevations shall be permitted to have a total of and 5 wall signs; 2 wall signs on the north side of the east elevation, 2 wall signs on the south side of the east elevation, and one wall sign on the south

elevation. These wall signs are for University of La Verne, Concord Career College, and one educational user or Kinko's who will occupy a minimum of 5,000 square feet of floor area.

2 The building west elevation shall be permitted to have a total of one canopy sign and up to 4 wall signs. The wall signs shall be located directly above the entry way at each individual tenant space. No tenant shall have more than one wall sign. The canopy sign shall be located directly above the center entry way and may identify the building's name.

3 The site shall have one monument sign, not to exceed 5 feet in height measured from established on-site grade and 10 feet in length and shall be located within the landscape setback area, adjacent to the sidewalk, near the westerly driveway approach on Garden Grove Boulevard.

4 The monument sign may have up to three tenant sign spaces for the colleges (University of La Verne, Concord Career College, etc.) and the center's logo, and shall include the site address.

5 Wall signs shall be permitted on the building's south, east, and west elevations, as shown on the approved building elevation plans.

6 All signs require separate permits and shall be installed in accordance with the provisions of the sign ordinance and shall be approved by the Community Development Department, Planning Division.

Q. The developer shall enter into a binding development agreement with the City of Garden Grove. The agreement shall be reviewed, approved, and executed prior to the building permit issuance.

R. The developer shall enter into a maintenance agreement with the City of Garden Grove to ensure proper maintenance and upkeep of the property.

S. Litter shall be removed daily from the premises including adjacent public sidewalks and all parking areas under the control of the applicant. These areas shall be swept or cleaned, either mechanically or manually, on a weekly basis, to control debris.

T. The permittee shall submit a signed letter acknowledging receipt of the decision approving Site Plan No. SP-225-98, Conditional Use Permit No. CUP-412-98, Tentative Parcel Map No. PM-98-166, and Variance No. V-237-98 and his/her agreement with all conditions of the approval.

U. Graffiti shall be removed from the premises and all parking lots under the control of the licensee and/or the property owner within 120 hours of application.

V. The developer shall record a reciprocal access easement agreement or agreements, among Parcel 1, Parcel 2 and the Coastline College site prior to the issuance of any permits. The agreement(s) shall be approved by the Community Development Department prior to recordation.

W. The exit doors shall be kept closed at all times during the hours of operation of the premises except in case of emergency or to permit deliveries. Panic hardware on doors shall comply with all City code requirements.

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

1 Adherence to SCAQMD Rule 403, Fugitive Dust, as revised, which includes dust minimization measures such as daily watering of soils, application of non-toxic soils stabilizers, replacement of ground cover in disturbed areas as soon as possible, suspension of excavating and grading operations when wind speeds (or instantaneous gusts) exceed 25 miles per hour, and maintenance of a minimum two feet of freeboard on all trucks hauling dirt, sand, soil or other loose material.

2 Sweeping of streets near construction area.

3 Rinsing of wheels on construction vehicles prior to leaving construction area.

4 Paving of all construction access roads at least 100 feet onto the site from the main access points.

5 Use of electricity from power poles rather than temporary diesel or gasoline powered generators.

6 Use of methanol, natural gas, propane or butane-powered on-site mobile equipment rather than diesel or gasoline powered equipment.

Y. During construction, if paleontological or archaeological resources are found all attempts will be made to preserve in place or leave in an undisturbed state in compliance with CEQA.

The following conditions shall be applicable to the trade school:

Z. This CUP allows only those types of trade schools which can operate within the office-type environment provided by the Phase II Educational Center development. There shall no industrial arts or heavy commercial curricula or schools, including, but not limited to, those providing automotive repair and/or car/truck driving instruction, allowed as part of the Educational Center.

AA. No storage or display shall be permitted outside of the building. There shall be no outdoor activities, including, but not limited to, outdoor instruction/driving demonstrations.

BB. All classes shall be conducted inside of the building.

GARDEN GROVE PHASE II EDUCATION CENTER

Technical Notes

Prepared for:

City of Garden Grove

Prepared by:

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June 30, 1998

GARDEN GROVE PHASE II EDUCATION CENTER
TECHNICAL NOTES

These technical notes present the results of a traffic analysis performed for the development of an existing commercial site located at the northwest corner of Garden Grove Boulevard and Euclid Avenue in the City of Garden Grove with Phase II of an education center.

PROJECT DESCRIPTION

The Education Center Phase I Development was proposed to consist of a 45,000 square foot, three-story building, on a 150,000 square foot pad on a four acre parcel. Approximately 900 students per week were forecast to travel to and from the campus. Classes operate from 8:00 AM to 10:00 PM, Monday through Friday and 8:00 AM to 1:00 PM on Saturdays. The site is contained in traffic analysis zone (TAZ) 13 of the Redevelopment Area Traffic Model.

The developer is now proposing 42,800 square feet of an education center and 4,500 square feet of retail on a one acre parcel with an additional four acres developed with parking. This 42,800 square feet of educational use would be substituted for 42,800 square feet of commercial retail use that has already been assumed for this traffic analysis zone (TAZ). The 4,500 square feet of retail proposed with Phase II would be the same as the original land use assumptions for TAZ 13.

Additionally, the developer wishes to retain 10,000 square feet for restaurant or retail use for the development of a future Phase III. Table 1 summarizes the changes in TAZ 13 affected by the proposed Education Center Phase II Development over the original land use assumed in TAZ 13.

Examination of this table indicates that the total developable building area has remained the same within the study area, yet the proposed Phase II project creates a net decrease in projected daily traffic of 3,123 trips per day and a decrease of 298 trips during the PM peak hour condition. This decrease in daily traffic is the result of the difference in traffic generation rates in commercial retail and education centers uses.

Table 1

TRIP GENERATION COMPARISON

Trip Rates

LAND USE	UNIT	PM ENTER	PM EXIT	ADT
Commercial Retail	TSF	2.85	3.05	66.70
Restaurant	TSF	2.74	1.69	74.90
Office	TSF	0.36	1.84	12.30
Warehouse Retail	TSF	1.87	2.00	44.64
Jr/Comm. College	STU	.040	.090	1.60

Trip Generation

I. Original Modeled Land Use

LAND USE	UNIT		PM ENTER	PM EXIT	ADT
Comm. Retail TAZ 13	145.80	TSF	416	445	9,725
TOTALS	145.80		416	445	9,725

II. Education Center Project Phase I

LAND USE	UNIT		PM ENTER	PM EXIT	ADT
Comm. Retail TAZ 13	100.80	TSF	287	307	6,723
Jr/Comm. College	900	STU	36	81	1,440
TOTALS			323	388	8,163
NET CHANGE			-93	-57	-1,562

III. Education Center Project - Phase II

LAND USE	UNIT		PM ENTER	PM EXIT	ADT
Comm. Retail TAZ 13	51.30	TSF	146	156	3,422
Jr/Comm. College - Existing	900	STU	36	81	1,440
Jr/Comm. College	900	STU	36	81	1,440
Comm Retail	4.5	TSF	13	14	300
TOTALS			231	332	6,602
NET CHANGE			-185	-113	-3,123

The 10,000 square feet of restaurant or retail use that the developer wishes to retain for a possible Phase III development is included in the original land use assumptions for TAZ 13. Therefore, development of 10,000 square feet of restaurant or retail use at a future time is not anticipated to negatively impact the forecast traffic impacts identified in Garden Grove Downtown Area Traffic Model.

Access to the proposed development is provided via Acacia Avenue and a main entrance at Garden Grove Boulevard with a no left-turn restriction for eastbound Garden Grove Boulevard traffic.

EXISTING TRAFFIC VOLUMES

The previous traffic study prepared January 24, 1995 concluded that the existing 1986 counts from the June 8, 1987, "Downtown Circulation and Alignment Study," were valid for analysis of 1994 conditions when the project was proposed. Traffic volumes for 1998 (existing conditions) were conducted by Traffic Data Services, Inc. (TDS) in April of 1998 for the intersection of Euclid Street at Acacia Parkway, Main Street at Garden Grove Boulevard, and Euclid Street at Garden Grove Boulevard.

The existing Phase I is currently approximately 50 percent occuppied. To provide a worst case condition, this analysis added 50 percent of the previous Phase I project traffic to the 1998 existing volumes to generate an existing-plus-entitled scenario. Traffic from the proposed Phase II project was then added to the resulting volumes to generate existing-plus-entitled-plus-project conditions.

The following table compares and summarizes the corresponding intersection level of service (LOS) values for the previously forecast buildout conditions, actual existing (1998) conditions, existing-plus-entitled conditions and existing-plus-entitled-plus-project conditions.

ICU SUMMARY

LOCATION	FORECAST AM	FORECAST PM	EXISTING YEAR 1998 AM	EXISTING YEAR 1998 PM	EXISTING + ENTITLED AM	EXISTING + ENTITLED PM	EXISTING + ENTITLED + PROJECT AM	EXISTING + ENTITLED + PROJECT PM
19. Euclid & Acacia	.43	.48	.43	.35	.43	.36	.44	.36
25. Main & Garden Grove	.24	.51	.33	.46	.33	.47	.34	.47
26. Euclid & Garden Grove	.71	.82	.70	.73	.70	.73	.70	.73

This table indicates that all intersections currently operate at an acceptable level of service in the AM and PM peak hours and, in fact, are at or below the thresholds previously forecast for the buildout scenario these locations.

PARKING

The City has identified a parking concern regarding the existing educational use (Coastline College). The parking the for the existing educational use was developed under the State of California guidelines that permitted an increase of compact stalls over the number of compact stalls that would otherwise have been allowed by the City of Garden Grove ordinance. The existing parking is being under-utilized by faculty and students because of the smaller stalls and these vehicles are now parking offsite on Acacia Street. Coastline College has agreed to restripe the existing parking lot and reduce the number of compact stalls to mitigate the on-street parking on Acacia by faculty and students.

The proposed project is Phase II of the redevelopment of this area. The proposed project has agreed that in the event the proposed mitigation measure for parking for the existing Phase I development is not sufficient, then additional parking is to be provided as part of Phase II to mitigate the identified parking concern.

CONCLUSION

In summary it is concluded that 1998 existing condition levels of service at three critical intersections surrounding the Education Center are operating better than anticipated when the Phase I traffic study was prepared in 1995. The addition of Phase II actually produces a reduction in trips from that originally planned for the area and the resulting levels of service remain at LOS "C" or better compared to a minimum standard LOS "D".

APPENDIX A

INTERSECTION CAPACITY UTILIZATION/LEVEL OF SERVICE

Peak hour intersection volume/capacity ratios are calculated by means of intersection capacity utilization (ICU) values. The procedure is based on the critical movement methodology, and shows the amount of capacity utilized by each critical move.

The ICUs are calculated with no direct allowance for right-turn-on red (see discussion at the end of this methodology description). At certain locations, where right-turn-on-green arrow (right-turn overlap) capacity is available, this is calculated and checked against the total right-turn capacity need. (Such special cases are so noted in the ICU tables). The following example shows how this adjustment is made.

Example For Northbound Right

1. Right-Turn-On-Green (RTOG)

If NBT is critical move, then:

RTOG = V/C (NBT)

Otherwise,

RTOG = V/C (NBL) + V/C (SBT) - V/C (SBL)

2. Right-Turn Overlap Adjustment

If the northbound right is assumed to overlap with the adjacent westbound left, adjustments to the RTOG values are made as follows:

RTOG = RTOG + V/C (WBL)

Right-turn adjustment is then as follows: Additional ICU = V/C (NBR) - RTOG

A negative value indicates that adequate capacity is available and no adjustment is necessary.

Shared Lane V/C Methodology

For intersection approaches where shared usage of a lane is permitted by more than one turn movement (e.g., left/thru, thru/right, left/thru/right), the individual turn volumes are evaluated to

determine whether dedication of the shared lane is warranted to any one given turn movement. The following example demonstrates how this evaluation is carried out:

Example for Shared Left/Thru Lane

1. Average Lane Volume (ALV)

$$ALV = \frac{\text{Left-Turn Volume + Thru Volume}}{\text{Total Left + Thru Approach Lanes (including shared lane)}}$$

2. ALV for Each Approach

$$ALV\ (Left) = \frac{\text{Left-Turn Volume}}{\text{Left Approach Lanes (including shared lane)}}$$

$$ALV\ (Thru) = \frac{\text{Thru Volume}}{\text{Thru Approach Lanes (including shared lane)}}$$

3. Lane Dedication is Warranted

If ALV (Left) is greater than ALV then full dedication of the shared lane to the left-turn approach is warranted. Left-turn and thru V/C ratios for this case are calculated as follows:

$$V/C\ (Left) = \frac{\text{Left-Turn Volume}}{\text{Left Approach Capacity (including shared lane)}}$$

$$V/C\ (Thru) = \frac{\text{Thru Volume}}{\text{Thru Approach Capacity (excluding shared lane)}}$$

Similarly, if ALV (Thru) is greater than ALV then full dedication to the thru approach is warranted, and left-turn and thru V/C ratios are calculated as follows:

$$V/C\ (Left) = \frac{\text{Left-Turn Volume}}{\text{Left Approach Capacity (excluding shared lane)}}$$

$$V/C\ (Thru) = \frac{\text{Thru Volume}}{\text{Thru Approach Capacity (including shared lane)}}$$

4. Lane Dedication is not Warranted

If ALV (Left) and ALV (Thru) are both less than ALV, the left/thru lane is assumed to be truly shared and each left, left/thru or thru approach lane carries an evenly distributed volume of traffic equal to ALV. A combined left/thru V/C ratio is calculated as follows:

$$V/C\ (Left/Thru) = \frac{\text{Left-Turn Volume + Thru Volume}}{\text{Total Left + Thru Approach Capacity (including shared lane)}}$$

This V/C (Left/Thru) ratio is assigned as the V/C (Thru) ratio for the critical movement analysis and ICU summary listing.

If split phasing has not been designated for this approach, the relative proportion of V/C (Thru) that is attributed to the left-turn volume is estimated as follows:

If approach has more than one left-turn (including shared lane), then:
V/C (Left) = V/C (Thru)

If approach has only one left-turn lane (shared lane), then:

$$V/C\ (Left) = \frac{\text{Left-Turn Volume}}{\text{Single Approach Lane Capacity}}$$

If this left-turn movement is determined to be a critical movement, the V/C (Left) value is posted in brackets on the ICU summary printout.

These same steps are carried out for shared thru/right lanes. If full dedication of a shared thru/right lane to the right-turn movement is warranted, the right-turn V/C value calculated in step three is checked against the RTOR and RTOG capacity availability if right-turns are to be included in the V/C ratio calculations.

When an approach contains more than one shared lane (e.g., left/thru and thru/right), steps one and two listed above are carried out for the three turn movements combined. Step four is carried out if dedication is not warranted for either of the shared lanes. If dedication of one of the shared lanes is warranted to one movement or another, step three is carried out for the two movements involved, and then steps one through four are repeated for the two movements involved in the other shared lane.

Lane Configuration Options

Free Right-Turn

A free right-turn lane is identified by a letter "f" next to the V/C ratios for the appropriate right-turn movement. When a free right-turn is designated, the V/C ratio for that right-turn movement is ignored during the critical movement analysis calculations.

De-Facto Right-Turn

When no separate right-turn lane is provided but the thru-lane nearest the curb is 19 feet or more, then a "de-facto" right-turn lane is used in the ICU calculation. In such cases, a "d" is shown for the right-turn lane in the ICU calculation.

Right-Turn On Red

To compensate for right-turn-on-red, the saturation flow rate for a dedicated right-turn lane is set to 1955 vehicles per hour rather than 1,700 vehicle per hour.

19. Euclid St & Acacia Pkwy

Exist+Cum+Prj (Buildout Forecast)

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	1	1700	32	.02*	47	.03
NBT	2	3400	920	.27	1290	.38*
NBR	1	1700	100	.06	40	.02
SBL	1	1700	100	.06	10	.01*
SBT	2	3400	1143	.34*	974	.29
SBR	1	1700	25	.01	81	.05
EBL	1	1700	65	.04	35	.02
EBT	1	1700	76	.06*	59	.06*
EBR	0	0	30		43	
WBL	1	1700	10	.01*	50	.03*
WBT	1	1700	27	.02	52	.03
WBR	1	1700	10	.01	50	.03

TOTAL CAPACITY UTILIZATION .43 .48

Existing (1998)

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	1	1700	155	.09*	112	.07
NBT	3	5100	867	.18	1286	.26*
NBR	0	0	76		33	
SBL	1	1700	58	.03	31	.02*
SBT	3	5100	1222	.25*	865	.17
SBR	0	0	56		21	
EBL	1	1700	51	.03*	35	.02*
EBT	1	1700	52	.03	41	.02
EBR	1	1700	43	.03	46	.03
WBL	1	1700	23	.01	50	.03
WBT	1	1700	58	.06*	38	.05*
WBR	0	0	50		54	

TOTAL CAPACITY UTILIZATION .43 .35

Existing+Entitled

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	1	1700	155	.09*	112	.07
NBT	3	5100	867	.18	1286	.26*
NBR	0	0	76		33	
SBL	1	1700	58	.03	31	.02*
SBT	3	5100	1222	.25*	865	.17
SBR	0	0	60		27	
EBL	1	1700	53	.03*	35	.02*
EBT	1	1700	55	.03	41	.02
EBR	1	1700	43	.03	46	.03
WBL	1	1700	23	.01	50	.03
WBT	1	1700	60	.06*	40	.06*
WBR	0	0	50		54	

TOTAL CAPACITY UTILIZATION .43 .36

Exist+Entitled+Project

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	1	1700	156	.09*	113	.07
NBT	3	5100	867	.18	1286	.26*
NBR	0	0	76		33	
SBL	1	1700	58	.03	31	.02*
SBT	3	5100	1222	.25*	865	.18
SBR	0	0	68		39	
EBL	1	1700	58	.03*	36	.02*
EBT	1	1700	61	.04	42	.02
EBR	1	1700	43	.03	46	.03
WBL	1	1700	23	.01	50	.03
WBT	1	1700	63	.07*	43	.06*
WBR	0	0	50		54	

TOTAL CAPACITY UTILIZATION .44 .36

25. Main St & Garden Grove Blvd

Exist+Cum+Prj (Buildout Forecast)

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	0	0	2		6	
NBT	1	1700	51	.03	100	.06
NBR	1	1700	44	.03	92	.05
SBL	0	0	12		29	
SBT	1	1700	54	.06*	131	.16*
SBR	0	0	40		119	
EBL	1	1700	32	.02	68	.04*
EBT	2	3400	568	.17*	922	.27
EBR	1	1700	8	.00	6	.00
WBL	1	1700	10	.01*	32	.02
WBT	2	3400	427	.13	1039	.31*
WBR	1	1700	24	.01	32	.02

TOTAL CAPACITY UTILIZATION .24 .51

Existing (1998)

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	0	0	3		60	{.04}*
NBT	1	1700	4	.01	33	.09
NBR	0	0	2		64	
SBL	0	0	26		26	
SBT	1	1700	7	.04*	77	.11*
SBR	0	0	36		82	
EBL	1	1700	27	.02	57	.03
EBT	2	3400	940	.28*	799	.25*
EBR	0	0	6		60	
WBL	1	1700	11	.01*	100	.06*
WBT	2	3400	588	.18	813	.25
WBR	0	0	20		48	

TOTAL CAPACITY UTILIZATION .33 .46

Existing+Entitled

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	0	0	3		60	{.04}*
NBT	1	1700	4	.01	33	.09
NBR	0	0	2		64	
SBL	0	0	26		26	
SBT	1	1700	7	.04*	77	.11*
SBR	0	0	36		82	
EBL	1	1700	27	.02	57	.03
EBT	2	3400	951	.28*	813	.26*
EBR	0	0	6		60	
WBL	1	1700	12	.01*	100	.06*
WBT	2	3400	605	.18	821	.26
WBR	0	0	20		48	

TOTAL CAPACITY UTILIZATION .33 .47

Exist+Entitled+Project

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	0	0	3		60	{.04}*
NBT	1	1700	4	.01	33	.09
NBR	0	0	2		64	
SBL	0	0	26		26	
SBT	1	1700	7	.04*	77	.11*
SBR	0	0	36		83	
EBL	1	1700	27	.02	57	.03
EBT	2	3400	973	.29*	840	.26*
EBR	0	0	6		60	
WBL	1	1700	14	.01*	101	.06*
WBT	2	3400	639	.19	836	.26
WBR	0	0	20		48	

TOTAL CAPACITY UTILIZATION .34 .47

26. Euclid St & Garden Grove Blv

Exist+Cum+Prj (Buildout Forecast)

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	1	1700	101	.06	195	.11
NBT	3	5100	720	.21*	1059	.28*
NBR	0	0	393	.23	373	
SBL	1	1700	188	.11*	160	.09*
SBT	3	5100	1028	.21	864	.18
SBR	0	0	68		77	
EBL	1	1700	120	.07	160	.09
EBT	2	3400	828	.24*	812	.24*
EBR	1	1700	145	.09	192	.11
WBL	1	1700	219	.13*	359	.21*
WBT	2	3400	374	.11	833	.25
WBR	1	1700	123	.07	265	.16
Right Turn Adjustment			NBR	.02*		

TOTAL CAPACITY UTILIZATION .71 .82

Existing (1998)

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	1	1700	96	.06	102	.06
NBT	3	5100	818	.20*	1080	.26*
NBR	0	0	198		269	
SBL	1	1700	174	.10*	188	.11*
SBT	3	5100	1143	.22	795	.16
SBR	1	1700	58	.03	72	.04
EBL	1	1700	80	.05	155	.09
EBT	2	3400	1078	.32*	649	.19*
EBR	1	1700	76	.04	134	.08
WBL	1	1700	141	.08*	284	.17*
WBT	2	3400	361	.11	853	.25
WBR	1	1700	110	.06	273	.16

TOTAL CAPACITY UTILIZATION .70 .73

Existing+Entitled

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	1	1700	100	.06	107	.06
NBT	3	5100	818	.20*	1080	.26*
NBR	0	0	198		269	
SBL	1	1700	174	.10*	188	.11*
SBT	3	5100	1143	.22	795	.16
SBR	1	1700	58	.03	72	.04
EBL	1	1700	80	.05	155	.09
EBT	2	3400	1083	.32*	651	.19*
EBR	1	1700	96	.06	142	.08
WBL	1	1700	141	.08*	284	.17*
WBT	2	3400	361	.11	853	.25
WBR	1	1700	110	.06	273	.16

TOTAL CAPACITY UTILIZATION .70 .73

Exist+Entitled+Project

	LANES	CAPACITY	AM PK HOUR VOL	AM PK HOUR V/C	PM PK HOUR VOL	PM PK HOUR V/C
NBL	1	1700	108	.06	117	.07
NBT	3	5100	818	.20*	1080	.26*
NBR	0	0	198		269	
SBL	1	1700	174	.10*	188	.11*
SBT	3	5100	1143	.22	795	.16
SBR	1	1700	58	.03	72	.04
EBL	1	1700	80	.05	155	.09
EBT	2	3400	1093	.32*	656	.19*
EBR	1	1700	135	.08	158	.09
WBL	1	1700	141	.08*	284	.17*
WBT	2	3400	361	.11	853	.25
WBR	1	1700	110	.06	274	.16

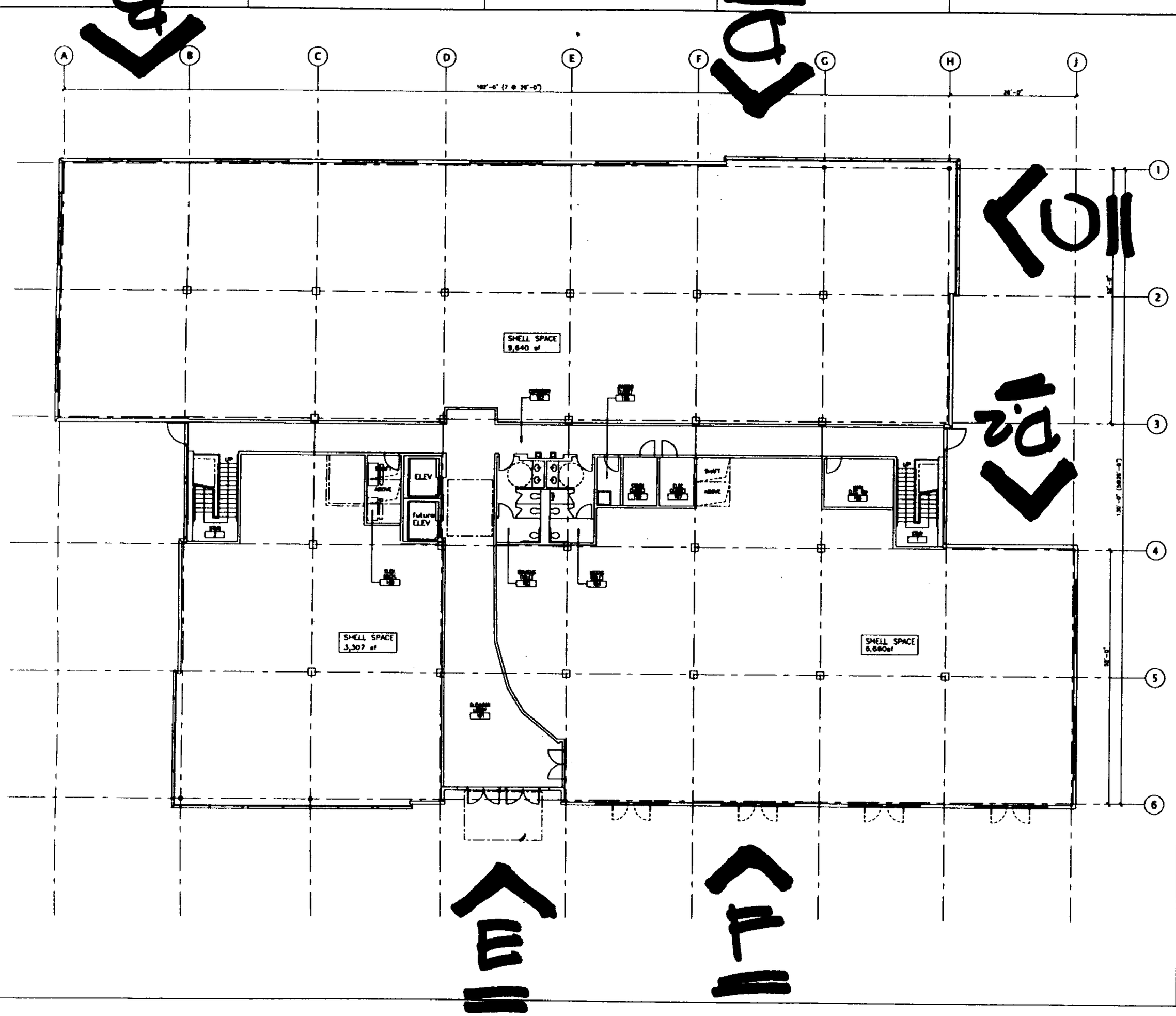
TOTAL CAPACITY UTILIZATION .70 .73

SIGN PACKAGE

Garden Grove Education Center

BTA
07.06.98

approved 8/19/98



BTA
Babnow/Thomas and Associates
Architects/Planners/Consultants
1001 Westwood Boulevard
Los Angeles, California 90024
T (310) 208-7097
F (310) 208-1732

GARDEN GROVE
EDUCATION
CENTER

12981 Euclid Street
Garden Grove, California 92840

CLIENT
Pacific Development Partners, LLC
177 Beverly Drive
Beverly Hills, CA 90212
T 310.276.9969
F 310.276.8584

CIVIL ENGINEERS

LANDSCAPE ARCHITECTS
Moore & Associates
150 El Camino Real, Suite 120
Tustin, CA 92680
T 714.838.9811
F 714.838.8727

STRUCTURAL ENGINEERS
Alf E Randhawa & Associates Inc.
15700 Valley View Avenue, Suite 270
La Mirada, CA 90638
T 714.522.0811
F 714.522.1148

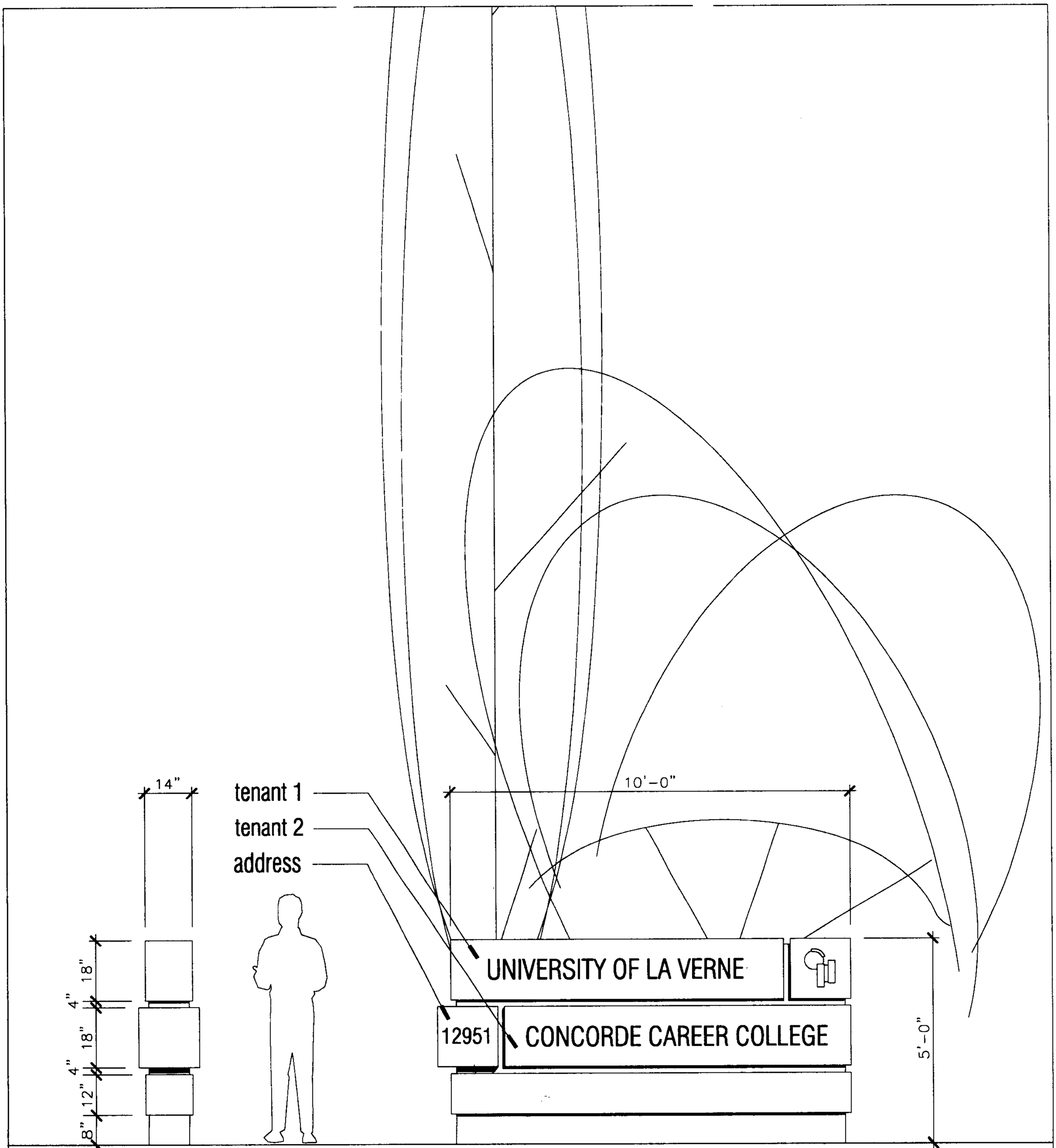
MECH/ELEC/PLUMBING ENGINEERS
Berg & Gallione, Inc.
13700 Windsor Way
Marina del Rey, CA 90292
T 310.827.3332
F 310.822.9611

#	UNCHANGED	DATE

SHEET TITLE
First Floor Plan

SCALE 1/8"=1'-0"	FILE NUMBER gd
DATE ISSUED 6 JUN 90	CHECKED BY gd
DRAWN BY gd	CADD # 00000

SHEET NO.
A2.1

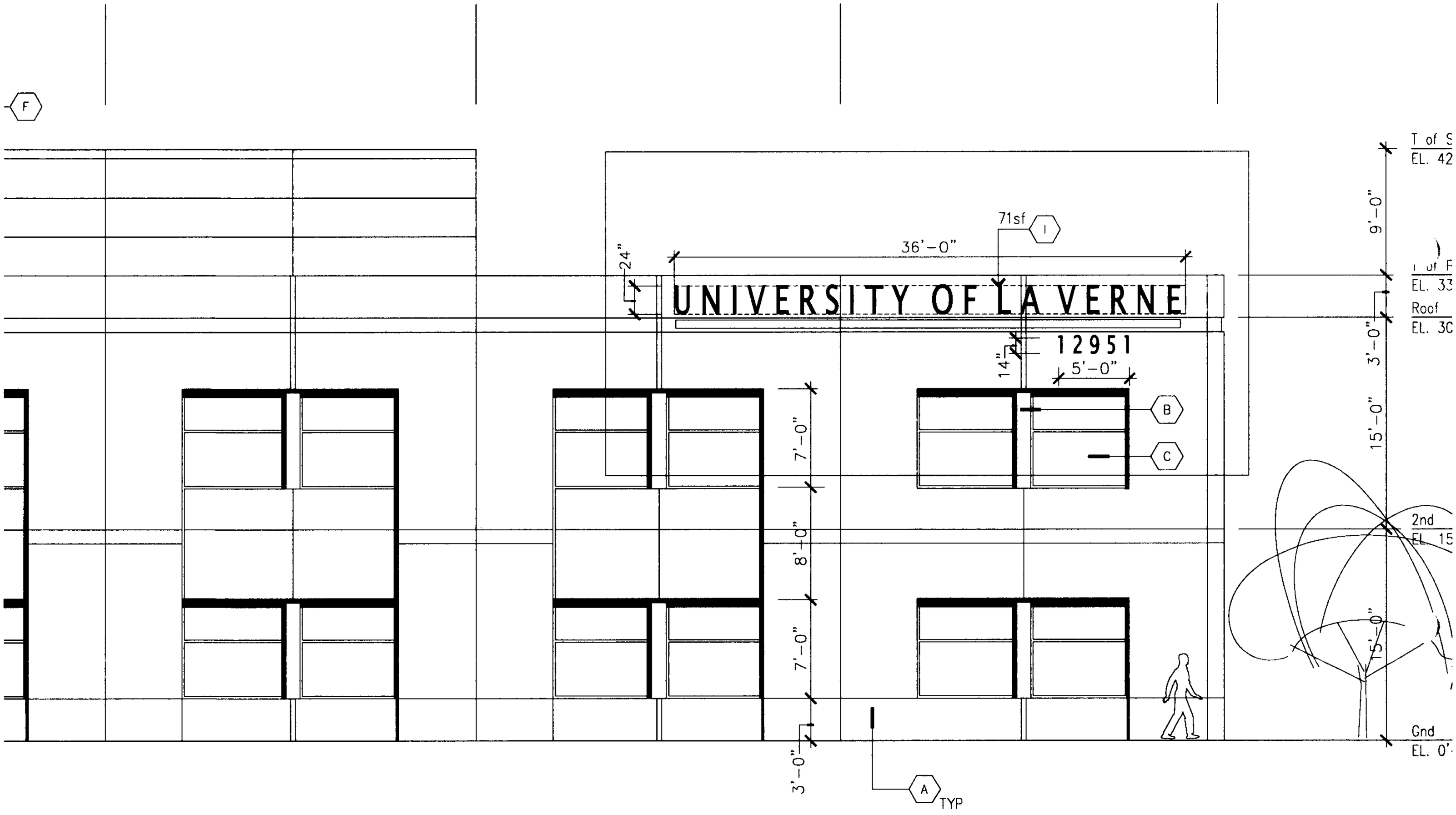


monument sign area = 50sf

tenant 1 area = 12.5sf (6" capitol letters)
tenant 2 area = 13sf (6" capitol letters)

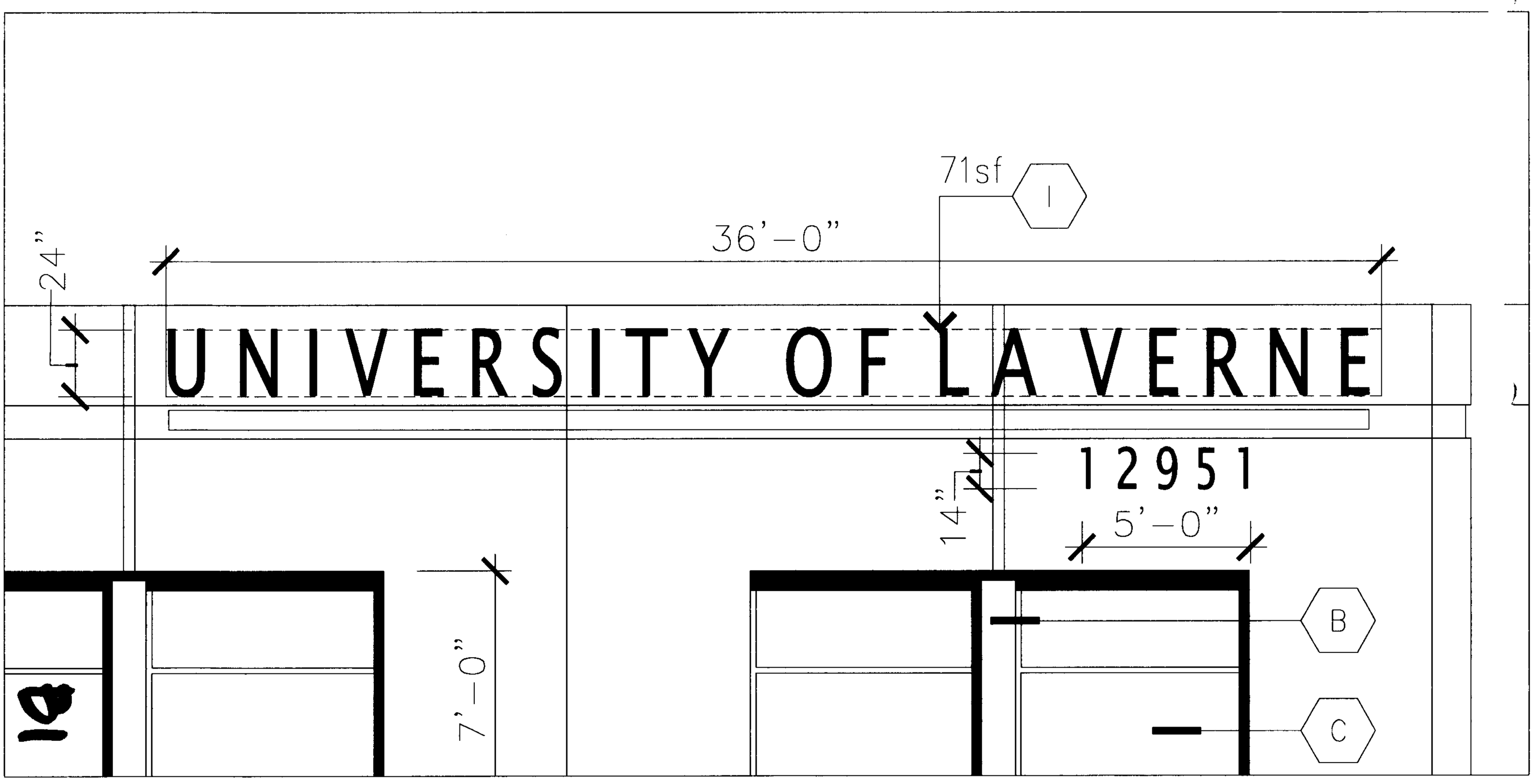
MONUMENT SIGN
1/4"=1'-0"

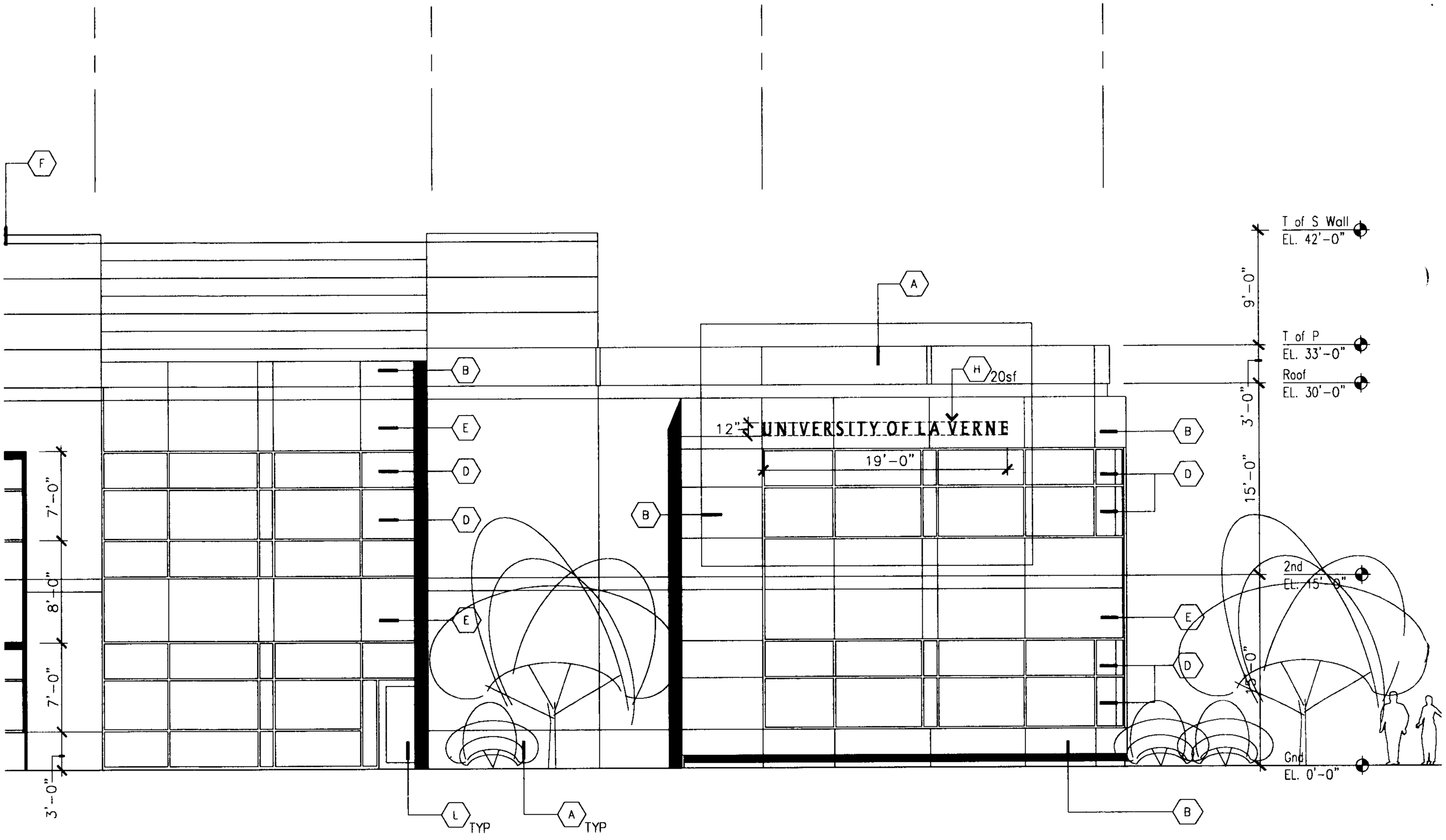
A.



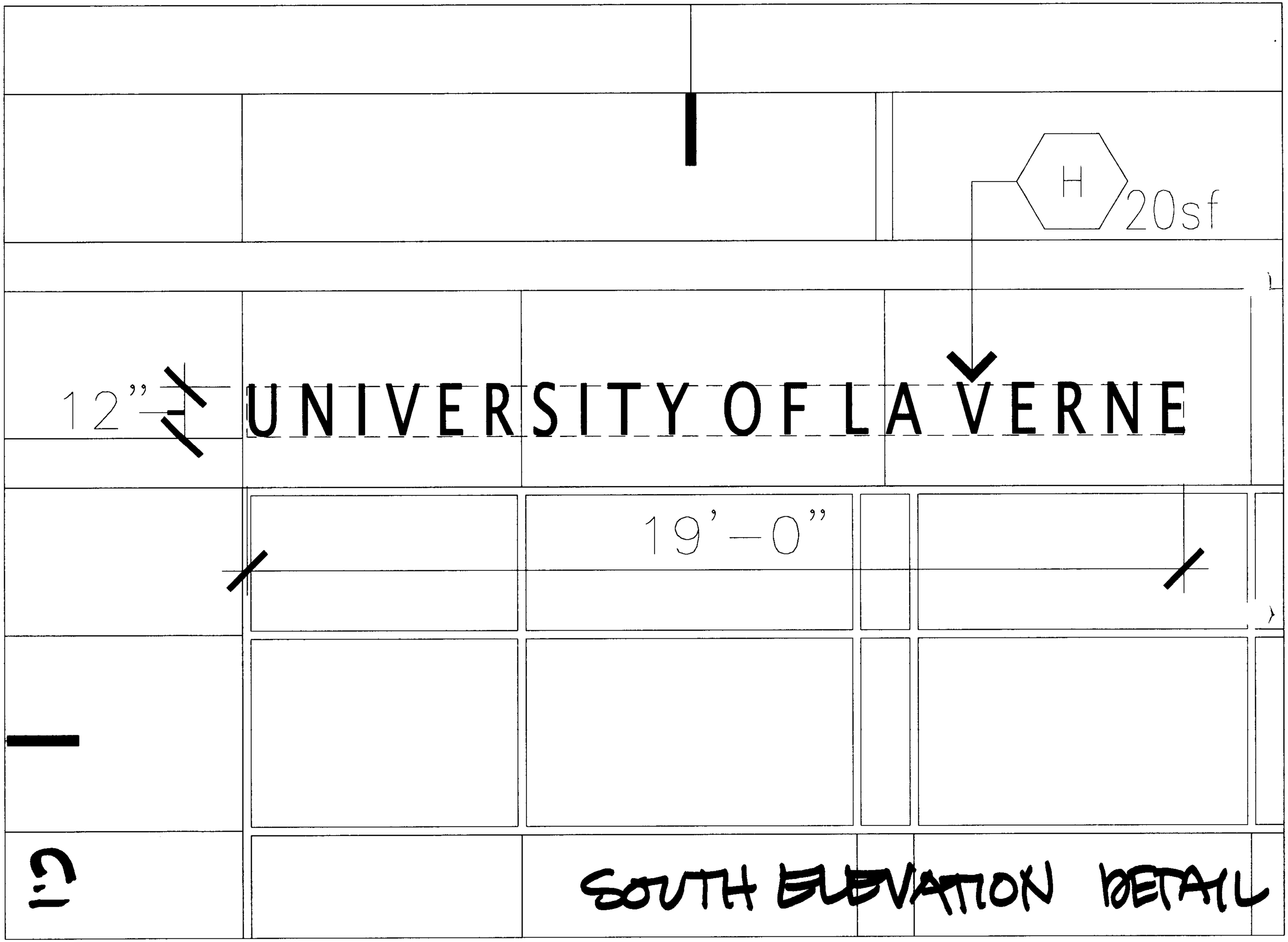
EAST ELEVATION (NORTH SIDE)

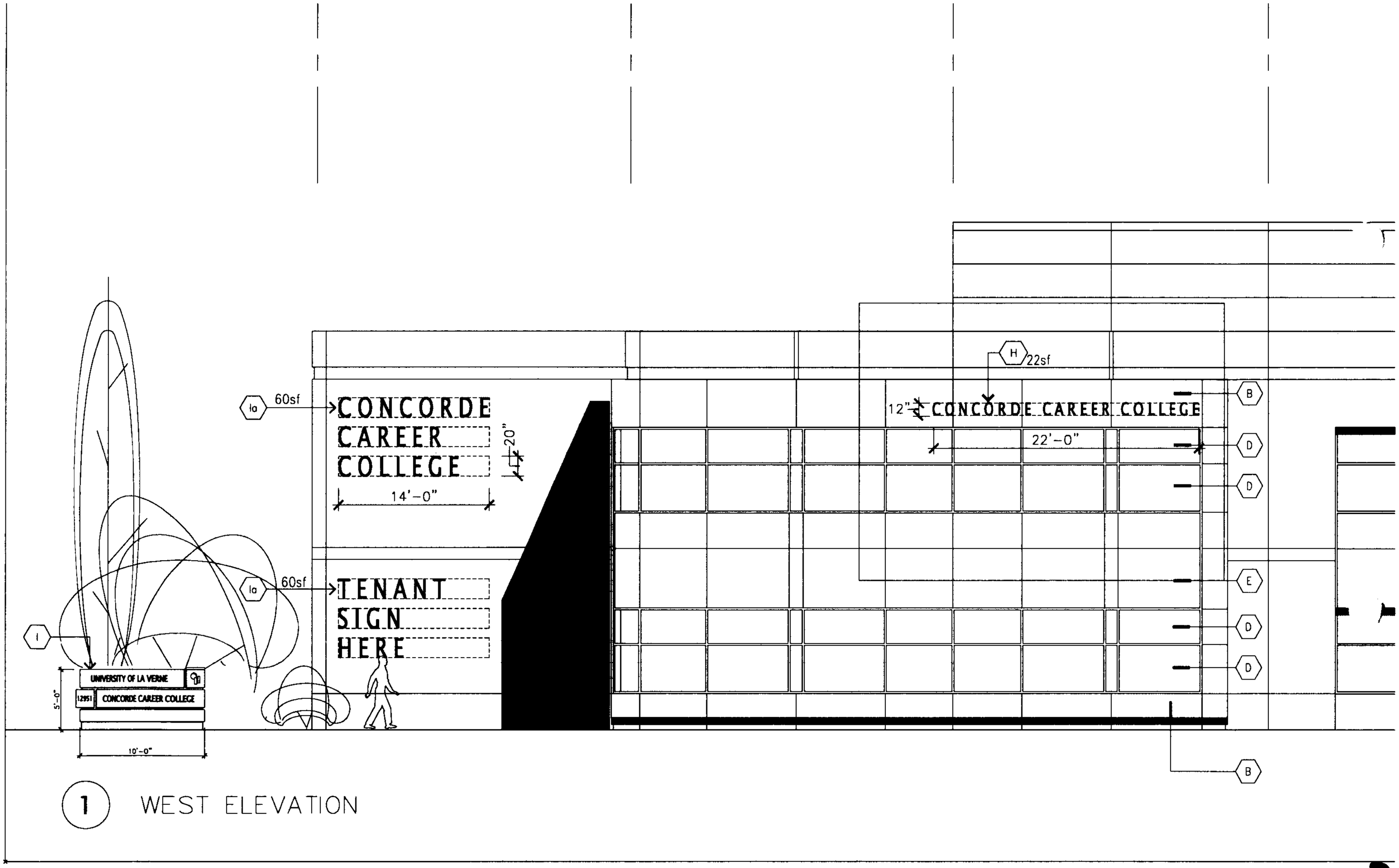
EAST ELEV. DETAIL





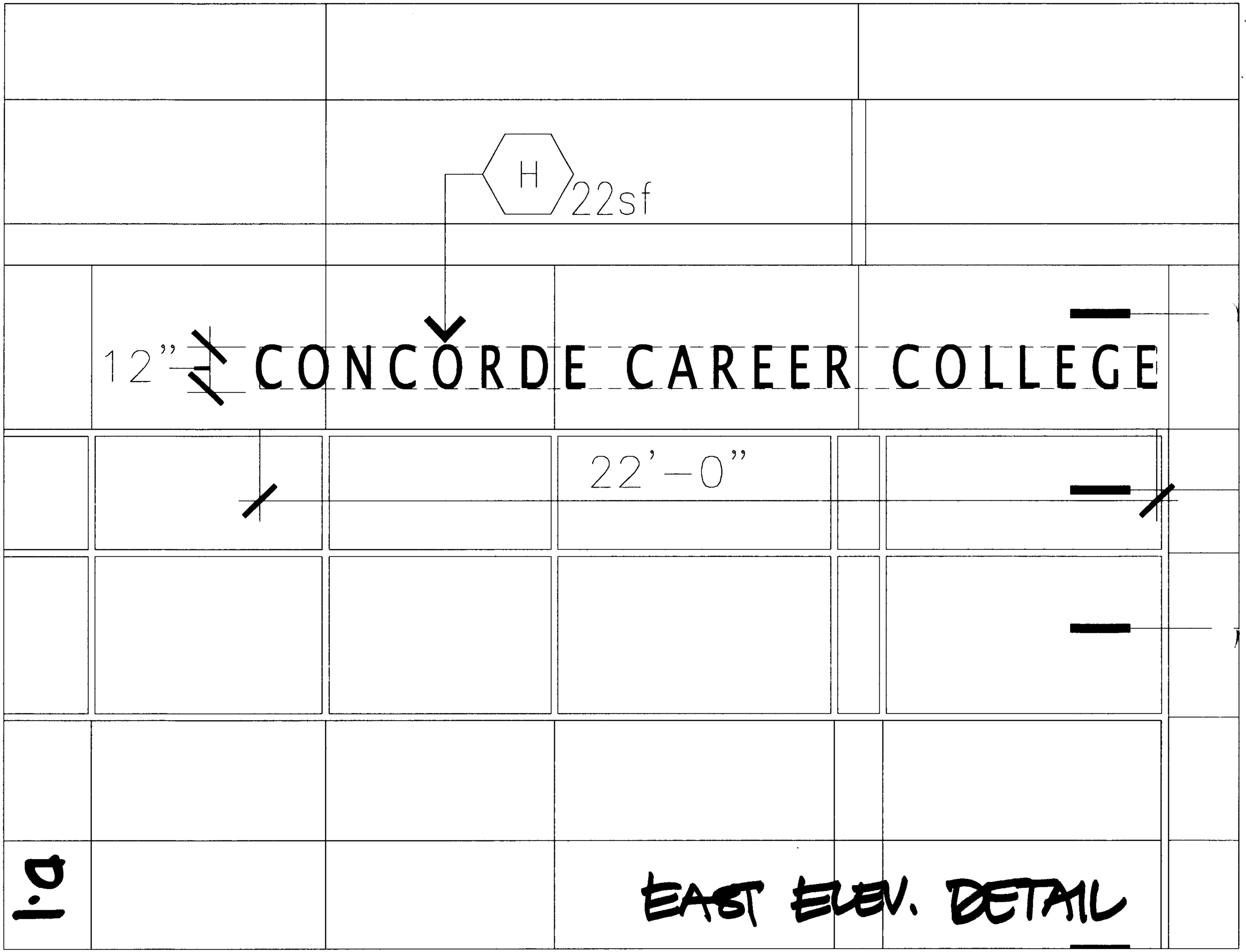
SOUTH ELEVATION


H
20sf
12"
UNIVERSITY OF LA VERNE
19'-0"
SOUTH ELEVATION DETAIL

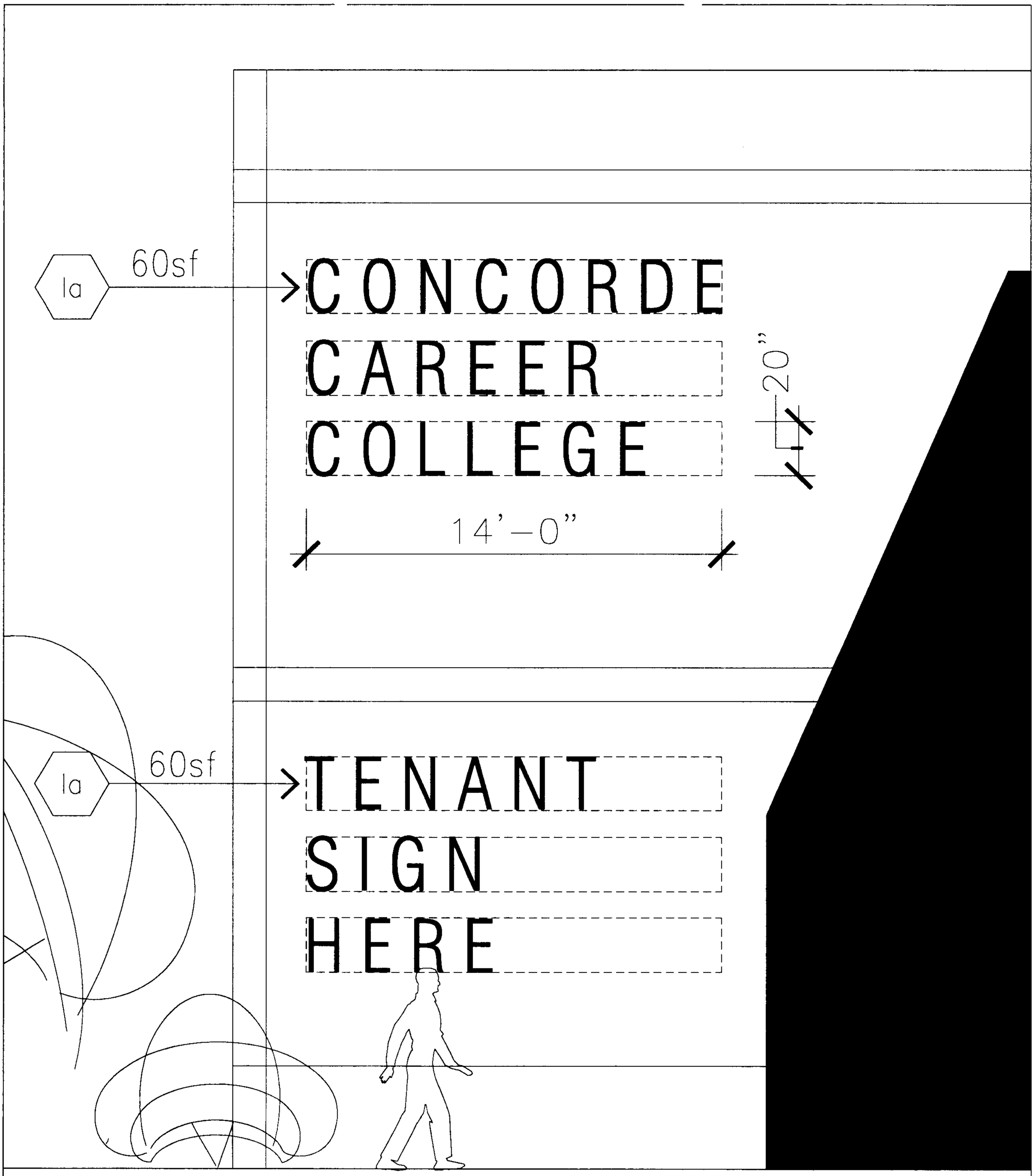


1 WEST ELEVATION

EAST ELEVATION [SOUTH END]

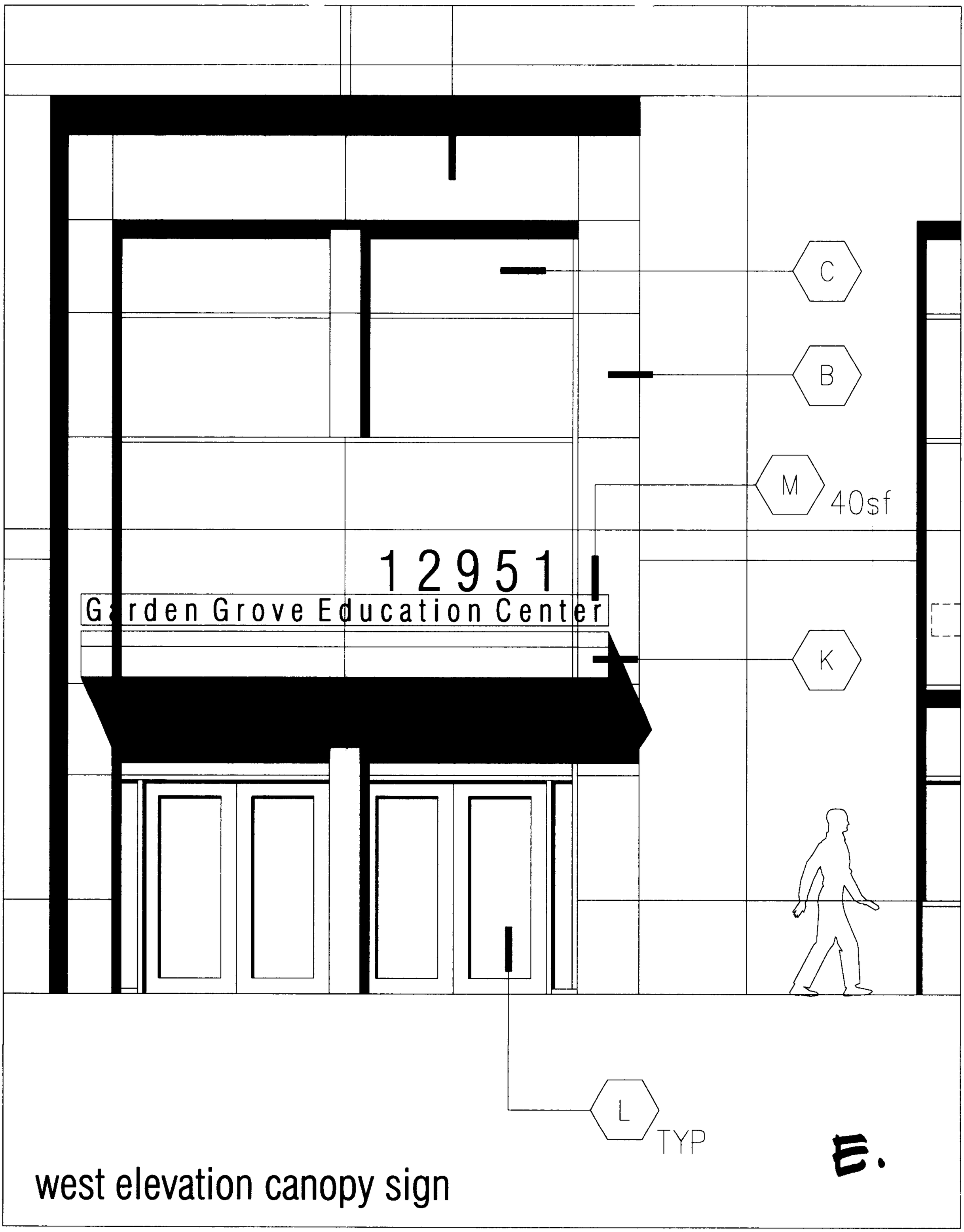


1.0

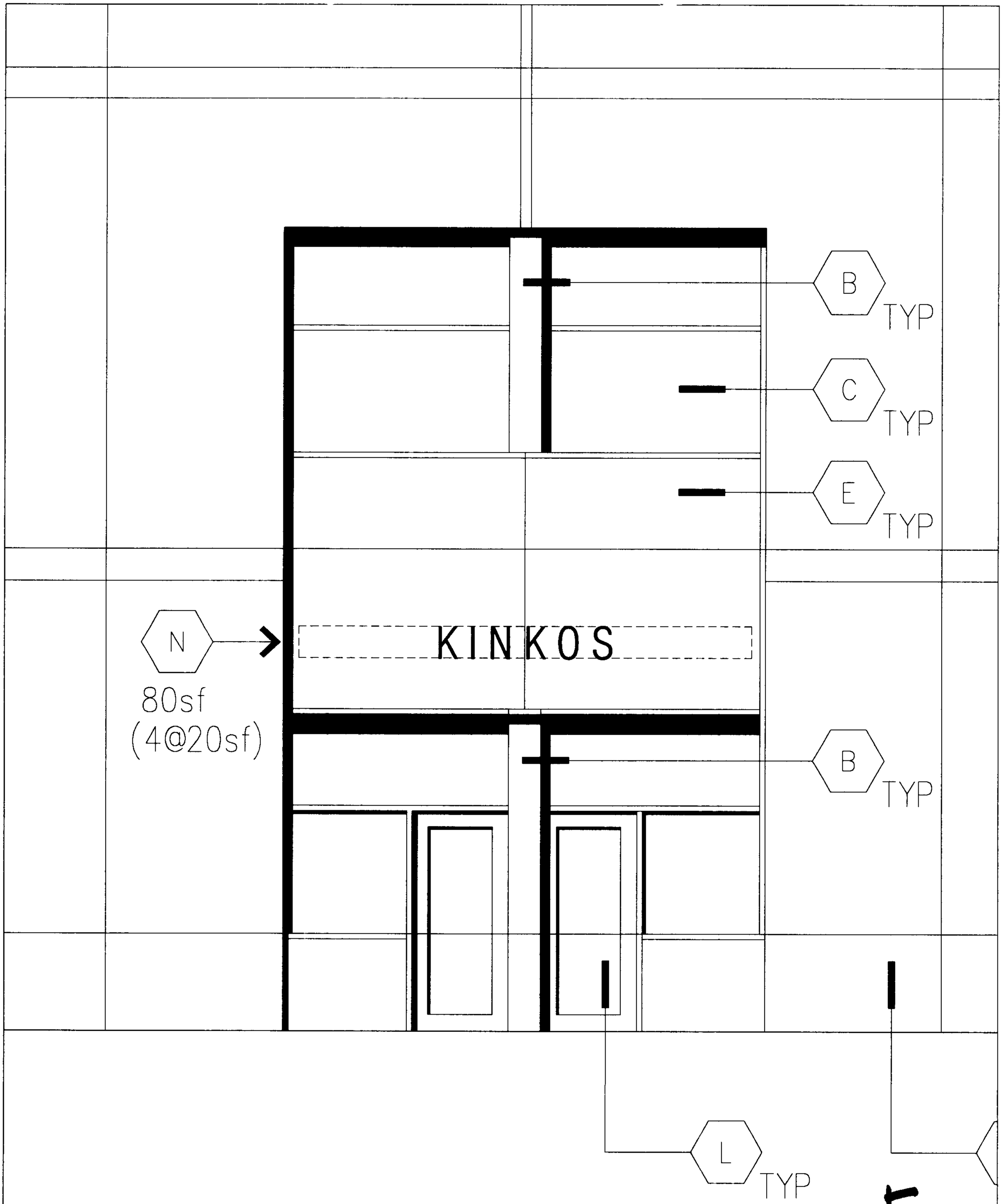


east elevation wall sign

D.2



west elevation canopy sign



west elevation wall sign - typical of 4

F.

I - white, painted, single channel letters on precast wall

CONCORDE 24" 20" @ TYPE Ia

H - white, painted, single channel letters on PRECAST WALL

UNIVERSITY OF LA VERNE 12" max.

M - white, painted, single channel letters on entry canopy

12951 16" max.
Garden Grove Education Center 10" max.

N - white, painted, single channel letters on spandrel glass

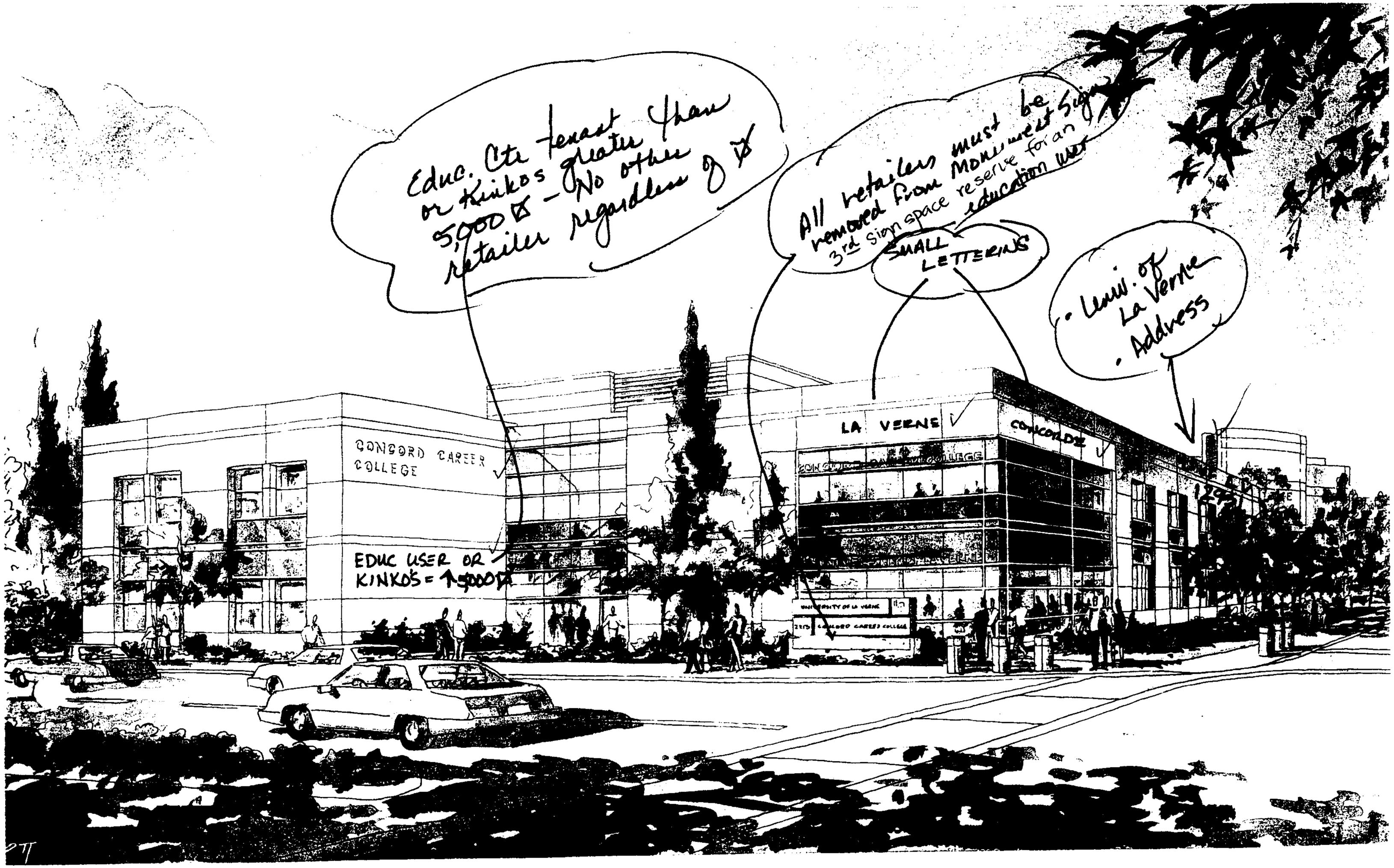
KINKOS 14" max.

note: all type to be upper case except type M which is lower case with upper case initial

4 WALL SIGN TYPES

wall sign area = 352 sf

1. all wall signs are single channel lettering
2. 2sf x 263 linft of lot frontage = 472 sf allowable wall signage


Educ. Ctr tenant than or Kinkos greater 5,000 ☒ - No other retailer regardless of ☒
All retailers must be removed from Monument Sign 3rd sign space reserve for an education user
SMALL LETTERING
• Univ. of La Verne
• Address
CONCORD CAREER COLLEGE
EDUC USER OR KINKO'S = 5000 ☒
LA VERNE
CONCORDE
UNIVERSITY OF LA VERNE
CONCORD CAREER COLLEGE

BTA

Letter of Transmittal

To: Rosalinh Ung
Planning Department
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842
714.741.5314

Date: September 17, 1998
BTA Job No.: 97004.12
Project Name: GGEC
Time:
Fax No.: 714.741.5578

Sending:

- ☐ Herewith
- ☐ Separate Cover
- ☐

Via:

- ■ Fax, 7 Pages Including Cover
- ☐ Original to Follow
- ☐ Airborne

Remarks:

Rosalinh,

Here is the revised signage information we spoke about on the phone. No sizes have changed, just that they will be back lit channel signs. The signs (4) on the west elevation are detailed as noted on type C enclosed.

If you have any comments or questions, please call me to (310) 208-7017 ext. 225.
Thank you.

Copies to: GD

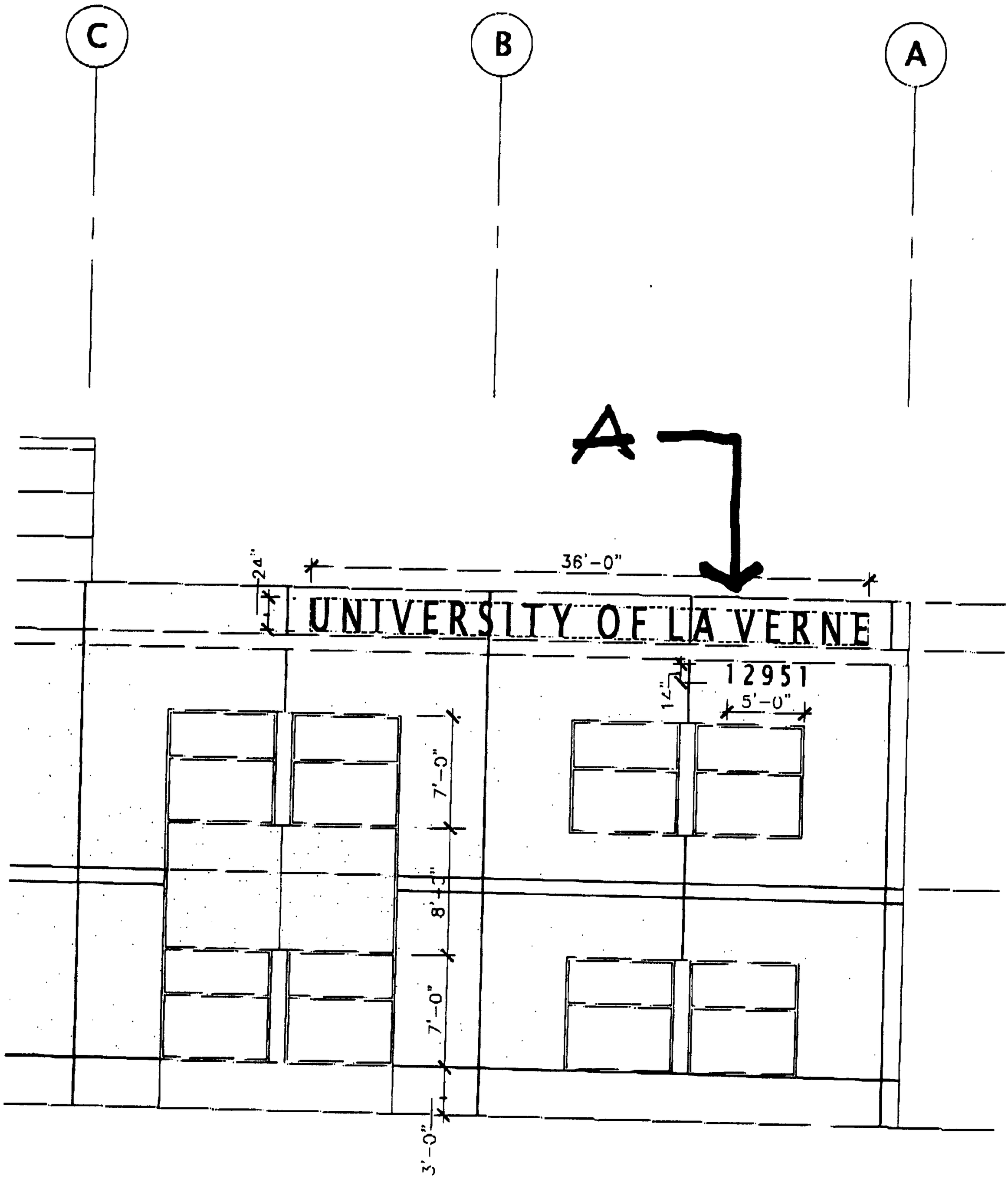
BTA

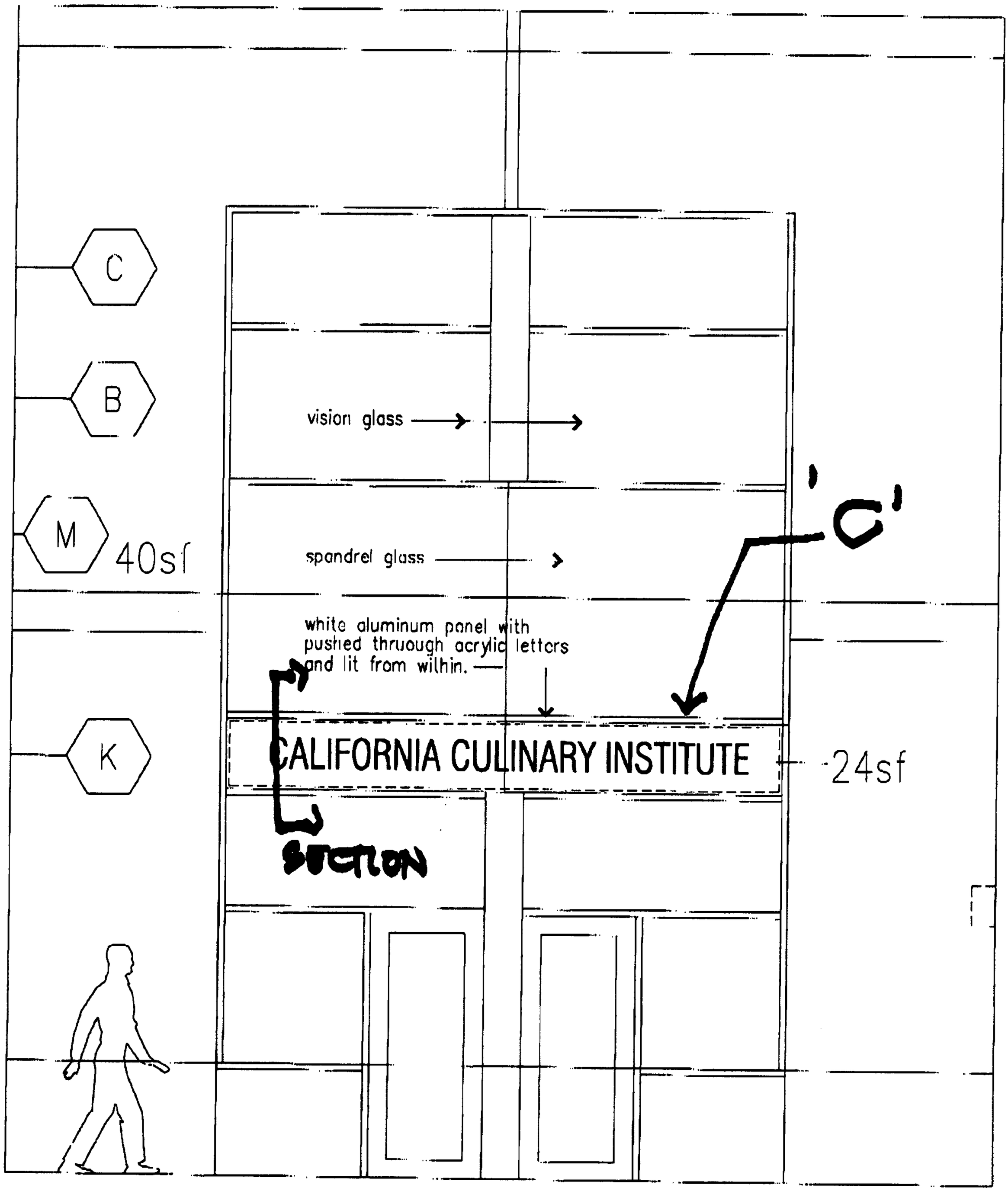
Greg Doench

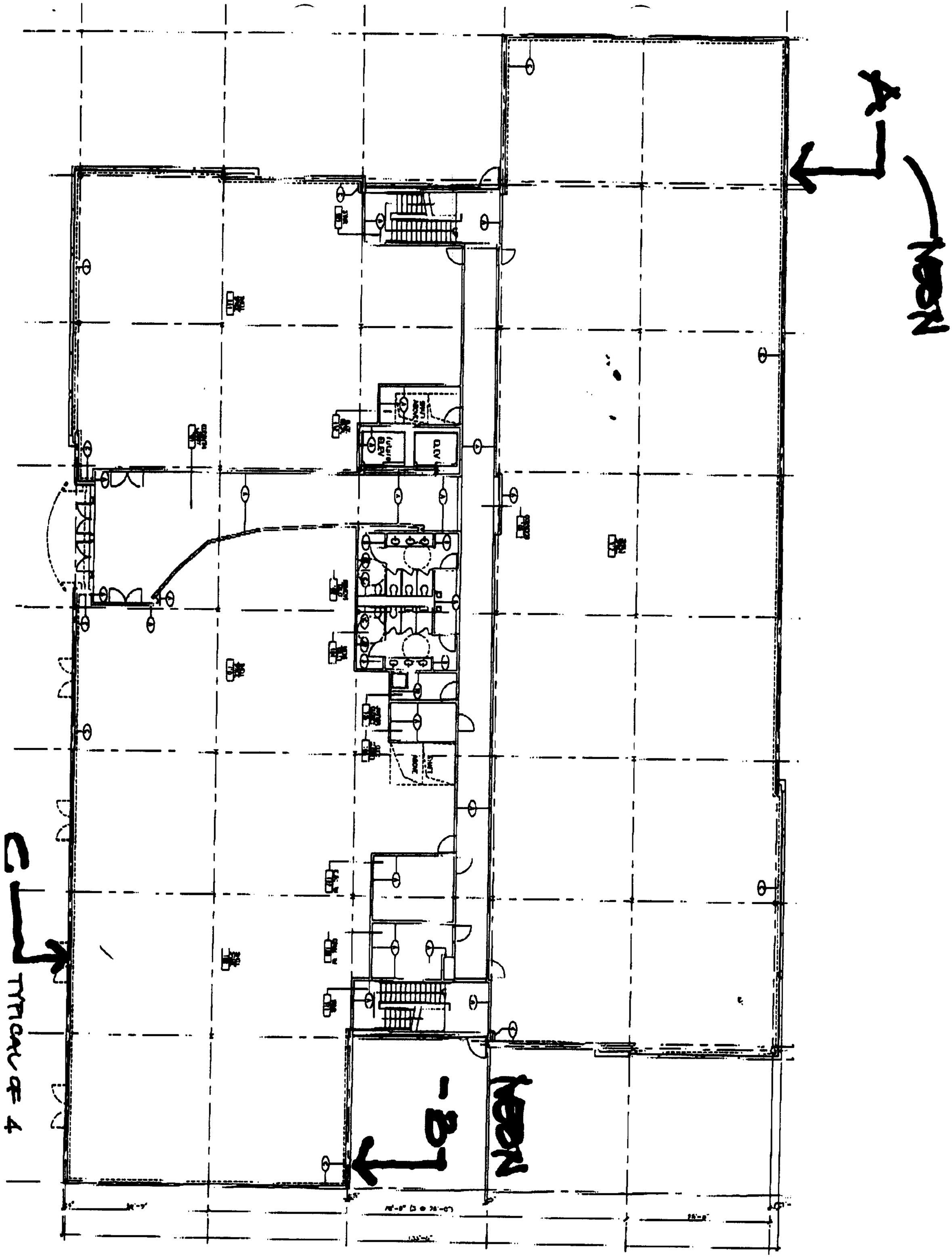
If enclosures received are not as listed above, please notify at once

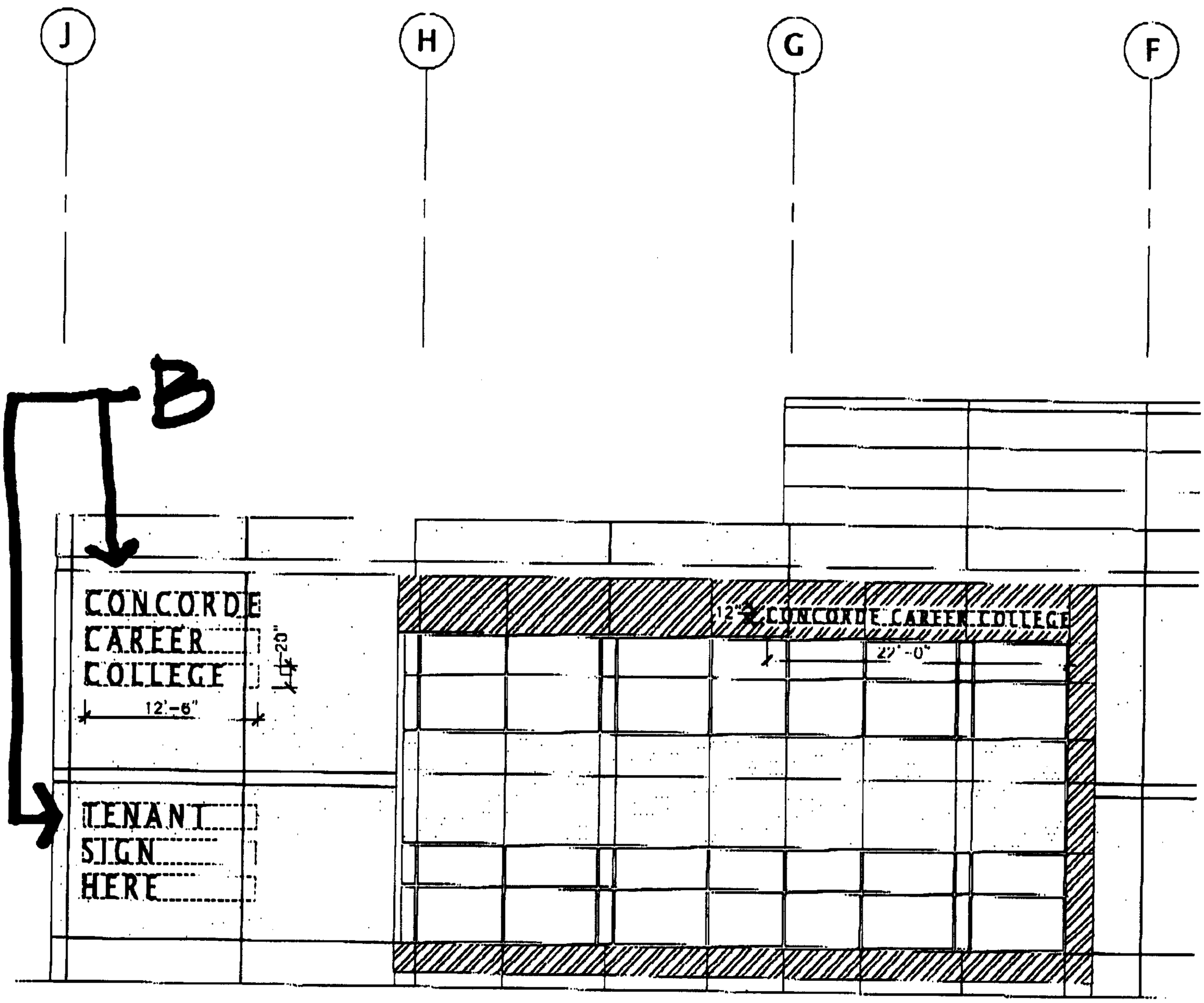
Bobrow/Thomas and Associates
Architects/Planners/Consultants
1001 Westwood Boulevard
Los Angeles, California 90024
Telephone (310) 208-7017
Fax (310) 208-1732

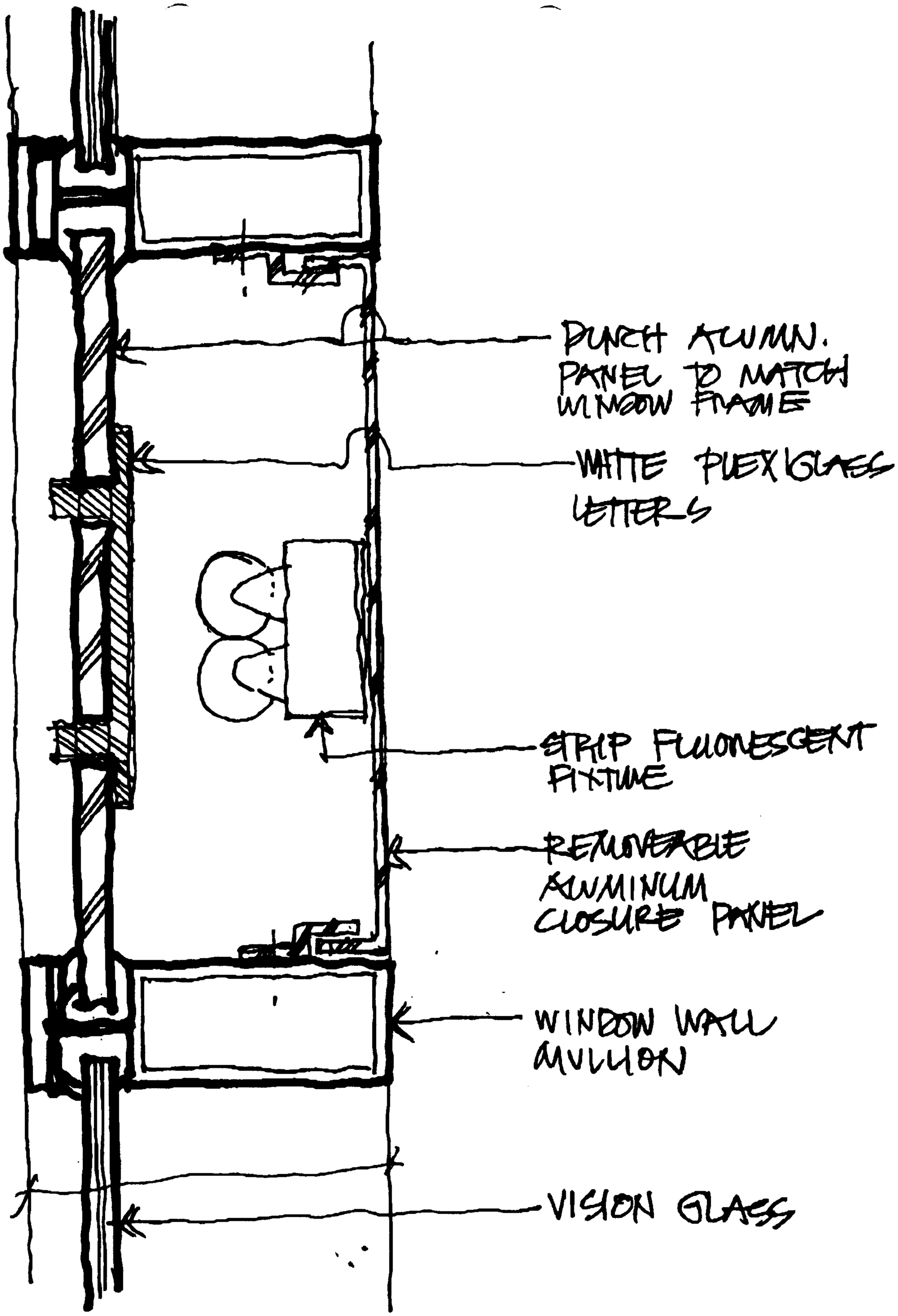
\CDBV013.TRN


C
B
A
A
36'-0"
24"
UNIVERSITY OF LA VERNE
12951
14"
5'-0"
7'-0"
8'-4"
7'-0"
3'-0"


C
B
M
40sf
vision glass
spandrel glass
white aluminum panel with
pushed thruough acrylic letters
and lit from within.
'C'
K
CALIFORNIA CULINARY INSTITUTE
24sf
SECTION


A
NORTH
TYPICAL OF 4
B
NORTH


J
H
G
F
B
CONCORDE
CAREER
COLLEGE
20"
12'-6"
TENANT
SIGN
HERE
12"
CONCORDE CAREER COLLEGE
27'-0"



SECTION @ WINDOW WALL SIGN

Cast and Fabricated Letters

Andco

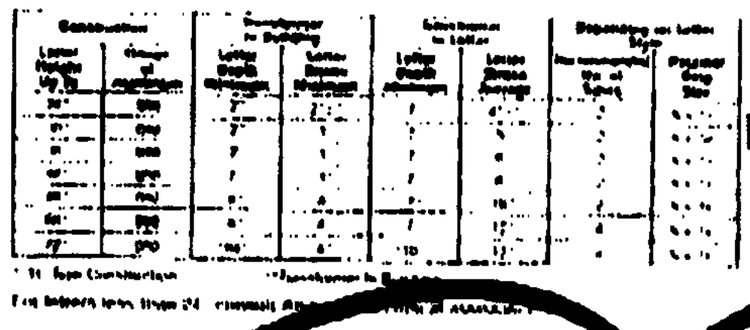
Custom Fabricated Aluminum

Plastic Face/Interior Illumination

This is the top of the line in illuminated letters. These letters are manufactured from .090" (3/32") or .125" (1/8") aluminum, heliarc welded and illuminated by neon powered by the required transformer in 120 or 277 volts. Plexiglass faces are held in place by an aluminum retainer. Refer to Page 4 for technical information. Use Specification Guidelines for specifying.

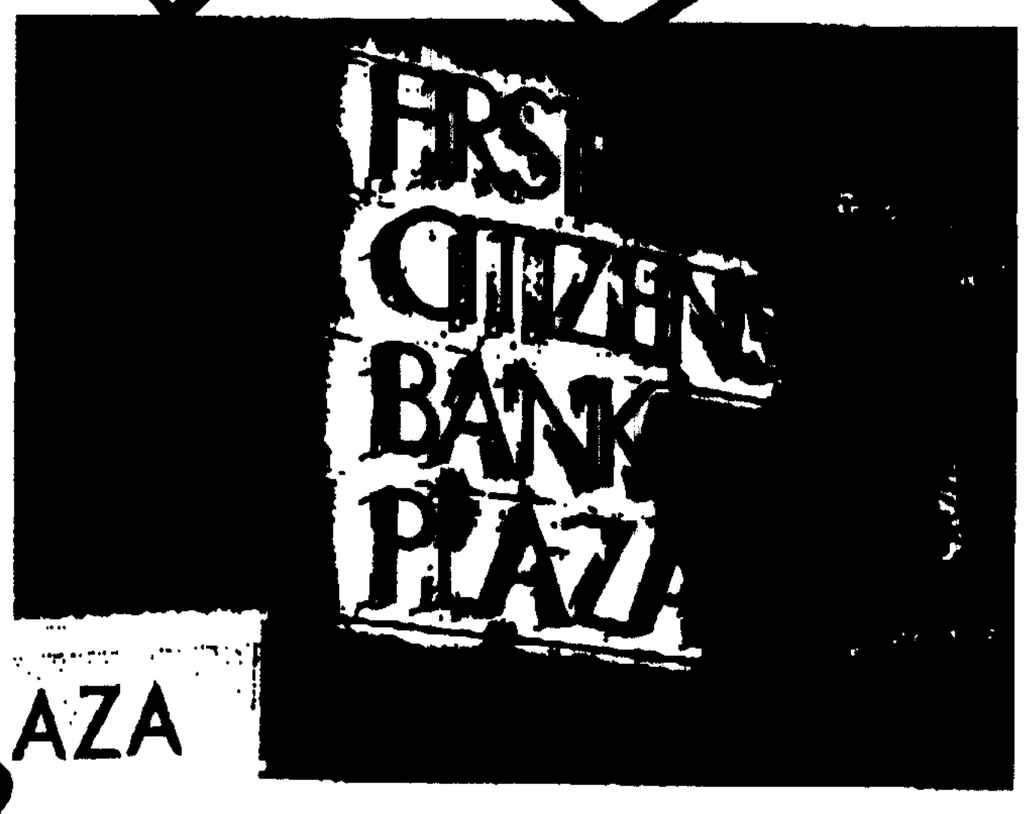
"Wonderlight"

Specification Guide



Now

Andco presents "Wonderlight"... a innovative [illegible] letter system [illegible] a [illegible] face powered by [illegible] and a single letter at night. Contact Andco for more information.



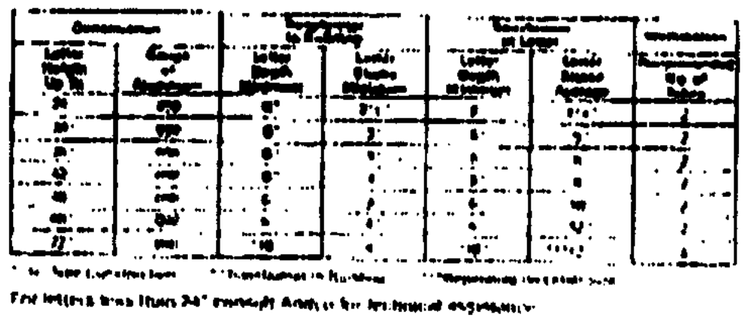
Custom Fabricated Aluminum

Backlighted/Internal Illumination

When subdued lighting is desired, consider backlighted letters. These letters are manufactured from .090" (3/32") or .125" (1/8") aluminum, heliarc welded and illuminated by neon powered by the required transformer in 120 or 277 volts. Our A-10 Polyurethane and duranodic finishes are recommended. Refer to Page 4 for technical information. Use Specification Guidelines for specifying.

voltage.

Specification Guide



NEON

Color Selection:

Plastic Face & Backlighted Letters

Aqua	*Gold*
Blue	*Red*
Green	*White*

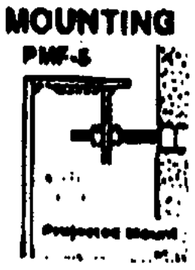
All neon tubes clear glass Colors [illegible] electrically charged

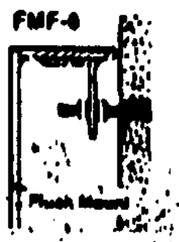
Custom Fabricated Aluminum

Channel Construction/Non-Illuminated

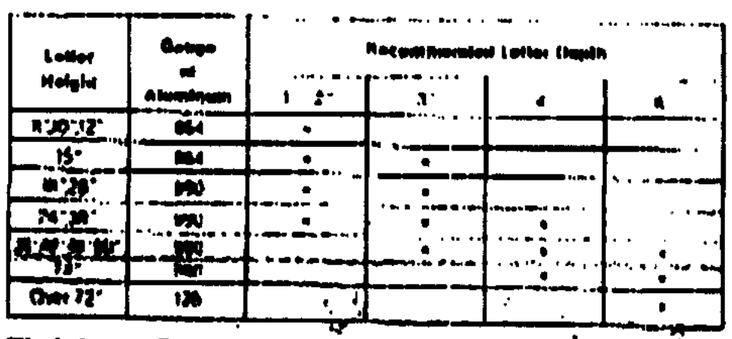
When non-illuminated letters are required, this is the leader in craftsmanship and appearance. These letters are manufactured from .090 (3/32") or .125 (1/8") aluminum, heliarc welded and finished in our A-10 Polyurethane or natural grain satin finish. Refer to details for construction and installation information. Use Specification Guidelines for specifying.

MOUNTING





Specification Guide



Finishes - Page 15

'A' and 'B'

GARDEN GROVE

CITY OF GARDEN GROVE, CALIFORNIA

11222 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

(714) 741-5312

August 14, 1998

CERTIFIED MAIL

Pacific Development Partners, LLC
177 S. Beverly Drive
Beverly Hills, CA 90212

SUBJECT: For Public Hearing Before the Planning Commission
Case No.: Site Plan No. SP-225-98
Conditional Use Permit No. CUP-412-98
Date & Time: August 19, 1998, 7:00 p.m.
Place: City Council Chamber, Garden Grove Community Meeting Center, 11300 Stanford Avenue, Garden Grove

We are enclosing, for your information, a copy of the agenda in conjunction with the subject public hearing.

If you have any questions concerning this report, please call the Planning Services Division of Community Development at (714) 741-5312.

Sincerely,

tlp for
M. J. Summerlin

Millie J. Summerlin
Planning Services Manager

Enclosure

Z 358 797 723

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail *(See reverse)*

Sent to Pac Dev Partners	
Street & Number	
Post Office, State, & ZIP Code	
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	$
Postmark or Date	

PS Form 3800, April 1995

Is your name and address completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write *"Return Receipt Requested"* on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

PACIFIC DEVELOPMENT PARTNERS
177 S. BEVERLY DRIVE
BEVERLY HILLS, CA 90212

4a. Article Number
Z 358 797 723

4b. Service Type
☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery
8/18/98

5. Received By: *(Print Name)*

6. Signature *(Addressee or Agent)*
X

8. Addressee's Address *(Only if requested and fee is paid)*

Thank you for using Return Receipt Service.

PS Form 3811, December 1994

102595-97-B-0179 Domestic Return Receipt

GARDEN GROVE

CITY OF GARDEN GROVE, CALIFORNIA

11222 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

(714) 741-5312

August 6, 1998

CERTIFIED MAIL

Pacific Development Partners, LLC
177 S. Beverly Drive
Beverly Hills, CA 90212

SUBJECT:	Case Number:	Site Plan No. SP-225-98 Conditional Use Permit No. CUP-412-98 Tentative Parcel Map No. PM-98-166 Variance No. V-237-98
	Date and Time:	August 19, 1998, 7:00 p.m.

The Planning Commission of the City of Garden Grove will consider the referenced application at its meeting on the date and time stated above.

The meeting will be held in the Council Chamber of the Community Meeting Center, 11300 Stanford Avenue, Garden Grove.

If you are unable to attend this meeting, please have someone represent you. A representative must have your written authorization to speak and to agree to any conditions of approval on your behalf.

Sincerely,

typ for
M. J. Summerlin
Millie J. Summerlin
Planning Services Manager

Z 100 433 700

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail *(See reverse)*

Sent to Pac. Dev. Partners	
Street & Number	
Post Office, State, & ZIP Code	
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	$
Postmark or Date	

PS Form 3800, April 1995

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write *"Return Receipt Requested"* on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

PACIFIC DEV. PARTNERS LLC

177 S. BEVERLY DR.

BEVERLY HILLS CA 90212

4a. Article Number

Z 100 433 700

4b. Service Type

☐ Registered ☑ Certified

☐ Express Mail ☐ Insured

☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery 8/07/98

5. Received By: *(Print Name)*

8. Addressee's Address *(Only if requested and fee is paid)*

6. Signature: *(Addressee or Agent)*

X

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

GARDEN GROVE
AUG 1 1'98
CA

PB METER
U.S. POSTAGE
=020=

OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

OCCUPANT
13055 EUCLID ST.
GARDEN GROVE CA 92840

RETURN
TO SENDER

CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

GARDEN GROVE
AUG 1 1'98
CA

PB METER
U.S. POSTAGE
=020=

OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

OCCUPANT
13065 EUCLID ST.
GARDEN GROVE CA 92840

UNCLAIMED
74 NOT KNOWN

TO
AT
NO

CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

GARDEN GROVE
AUG 1 1'98
CA

PB METER 7154445 U.S. POSTAGE .020

OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

OCCUPANT
13071 EUCLID ST.
GARDEN GROVE CA 92840

RETURN
TO SENDER
UNDELIVERABLE
AS ADDRESSED

CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

GARDEN GROVE
AUG 1 1'98
CA

PB METER 7154445 U.S. POSTAGE .020

OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

OCCUPANT
12865 MAIN ST. STE 200
GARDEN GROVE CA 92842

Vacant
4002

RETURN
TO SENDER
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AS ADDRESSED

CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

GARDEN GROVE
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Volume 40 of 9

OCCUPANT
12866 MAIN ST. STE 205
GARDEN GROVE CA 92842

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Garden Grove, CA 92842

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Volume 40 of 9

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KIM, KWANGRIN & JUNGSIK
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CITY OF GARDEN GROVE
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Garden Grove, CA 92842

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Vacant Lot

OCCUPANT
12866 MAIN ST. STE 104
GARDEN GROVE CA 92842

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Garden Grove, CA 92842

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OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

WASHINGTON, JULIE RENAE
11081 Linda Ln #B
GARDEN GROVE, CA 92840

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P.O. Box 3070
Garden Grove, CA 92842

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13042 MAIN ST.
GARDEN GROVE CA 92842

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OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

GREBIN, LEWIS & JAYANTHI
13111 Linda Ln #A
GARDEN GROVE, CA 92844

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OCCUPANT
12911 EUCLID ST.
GARDEN GROVE CA 92840

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P.O. Box 3070
Garden Grove, CA 92842

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ATT. 4001

NEWLAND TOWNHOUSE ASSN
12570 Brookhurst St #5
GARDEN GROVE, CA 92840

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CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

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OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

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OCCUPANT
12760 MAIN ST.
GARDEN GROVE CA 92842

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CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

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OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

SANCHEZ, CELIA SUCCESSOR
C053 TRUST\TRUSTEE
13062 Wilson St.
GARDEN GROVE, CA 92844

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CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

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OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

Box Closed - No Order

A Natural Water
12922 Harbor Blvd #613
Garden Grove, CA 92840

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P.O. Box 3070
Garden Grove, CA 92842

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CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

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CHO, HEE I & MI H
1447 Brockton Ave #6
LOS ANGELES, CA 90025

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CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

GARDEN GROVE
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CA

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OCCUPANT
8548 GARDEN GROVE BLVD.
GARDEN GROVE CA 92844

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CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

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OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

OCCUPANT
8411 GARDEN GROVE BLVD.
GARDEN GROVE CA 92844

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CITY OF GARDEN GROVE
P.O. Box 3070
Garden Grove, CA 92842

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OCCUPANT
8542 GARDEN GROVE BLVD.
GARDEN GROVE CA 92844

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P.O. Box 3070
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OCCUPANT
8512 GARDEN GROVE BLVD.
GARDEN GROVE CA 92844

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OCCUPANT
13045 EUCLID ST.
GARDEN GROVE CA 92840

RETURN

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OCCUPANT
11142 EUCLID ST.
GARDEN GROVE CA 92840

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Garden Grove, CA 92842

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OCCUPANT
13029 EUCLID ST.
GARDEN GROVE CA 92840

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Garden Grove, CA 92842

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OCCUPANT
13055 EUCLID ST.
GARDEN GROVE CA 92840

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Garden Grove Journal

PROOF OF PUBLICATION (2015.5. C.C.P)

This space is for the County Clerk's Filing Stamp

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not a part or interested in the above title matter. I am the principle clerk of The Garden Grove Journal, a newspaper of general circulation, published in the City of Garden Grove, County of Orange, and which a newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Orange, State of California on November 26, 1984, case number A124641, that the notice, of which the annexed is a printed copy, has been published in regular and entire issue of said newspaper and not run in supplement there of on the following date, to wit:

July 30, 1998

I certify (or declare) under penalty of perjury that the forgoing is true and correct. Executed at Garden Grove, California.

Date July 30, 1998

Carol Lewis

Signature

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE WILL HOLD A PUBLIC HEARING IN THE COUNCIL CHAMBER OF THE COMMUNITY MEETING CENTER, 11300 STANFORD AVENUE, GARDEN GROVE, CALIFORNIA ON WEDNESDAY, 7 P.M., AUGUST 19, 1998 TO RECEIVE AND CONSIDER ALL EVIDENCE AND REPORTS RELATIVE TO THE APPLICATIONS DESCRIBED BELOW:

SITE PLAN NO. SP-225-98
CONDITIONAL USE PERMIT NO. CUP-412-98
TENTATIVE PARCEL MAP NO. PM-98-166
VARIANCE NO. V-237-98
DEVELOPMENT AGREEMENT

TO CONSIDER SITE PLAN NO. SP-225-98, CUP-412-98, PM-98-166, V-237-98 AND A DEVELOPMENT AGREEMENT, A REQUEST TO CONSTRUCT A 47,448 S.F. 2-STORY, EDUCATIONAL CENTER FOR UNIVERSITY OF LA VERNE AND CONCORDE CARLER COLLEGE, WITH ANCILLARY COMMERCIAL DEVELOPMENT, TO DEVIATE FROM THE SIGN CODE FOR ON-SITE SIGNAGE, AND TO ALLOW A 2-LOT SUBDIVISION IN ORDER TO ACCOMMODATE THE PROPOSED DEVELOPMENT. THE SITE IS APPROXIMATELY 4.98 ACRES LOCATED IN THE MX/33 (MIXED USE DISTRICT AREA 33 OF THE COMMUNITY CENTER SPECIFIC PLAN) ZONE, ON THE NORTHWEST CORNER OF EUCLID ST. AND GARDEN GROVE BLVD. AT 12951 EUCLID ST. THE CITY OF GARDEN GROVE PROPOSES TO RECOGNIZE THE PREVIOUSLY ADOPTED NEGATIVE DECLARATION.

SITE PLAN NO. SP-222-98

TO CONSIDER SITE PLAN NO. SP-222-98, A REQUEST TO ALLOW THE CONSTRUCTION OF A SERVICE STATION WITH A 1,965 SQ. FT. MINI-MART. THE SITE IS APPROXIMATELY 18,225 SQ. FT. IN SIZE, AND IS LOCATED IN THE C-1 (NEIGHBORHOOD COMMERCIAL) ZONE ON THE NORTHWEST CORNER OF DALE ST. AND GARDEN GROVE BOULEVARD, AT 8472 GARDEN GROVE BOULEVARD. THE CITY OF GARDEN GROVE RECOMMENDS A NEGATIVE DECLARATION BE ADOPTED PURSUANT TO CEQA.

CONDITIONAL USE PERMIT NO. CUP-414-98

TO CONSIDER CONDITIONAL USE PERMIT NO. CUP 413-98 AND INTERPRETATION OF USE NO. 100-114-98, A REQUEST TO ALLOW FAMILY FUN CENTERS IN THE DISTRICT COMMERCIAL ZONE OF THE HARBOR CORRIDOR SPECIFIC PLAN, SUBJECT TO THE APPROVAL OF A CONDITIONAL USE PERMIT. THE SITE IS LOCATED ON THE WEST SIDE OF HARBOR BOULEVARD, NORTH OF GARDEN GROVE BLVD., AT 12851 HARBOR BLVD. THE CITY OF GARDEN GROVE RECOMMENDS A NEGATIVE DECLARATION BE ADOPTED PURSUANT TO CEQA.

Copies of the Negative Declaration, including the initial study and the documents used in the preparation of the initial study and the documents used in preparation of the initial study, and all documents referenced in the Negative Declaration are available for public review at the Garden Grove City Hall, 11222 Acacia Parkway.

ALL INTERESTED PARTIES are invited to attend said Hearing and express opinions or submit evidence for or against the proposal as outlined above. If you challenge the application in Court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

Further information on the above may be obtained at the Planning Services Division, City Hall, 11222 Acacia Parkway, or by telephone at (714) 741-5312.

DATE: JULY 27, 1998
PUBLISH: JULY 30, 1998

Publish July 30, 1998
Garden Grove Journal (GG 98-31-3)

Garden Grove Journal
10971 Garden Grove Blvd. Suite C, Garden Grove, CA 92840
Tel: (714)539-6018 Fax: (714)892-7052

FORM GGJ-4

:list pn-text 'SP-225-98' (p
Page 1 pn-text

pn-text SP-225-98
USER TERRI TERRI 07/17/98 16:49 5 01/19/99 TERRI 07/17/98 16:49 5 01/19/99

THE GARDEN GROVE PLANNING COMMISSION WILL HOLD A PUBLIC
HEARING IN THE COUNCIL CHAMBER, 11300 STANFORD AVENUE,
GARDEN GROVE, ON WEDNESDAY, AUGUST 19, 1998 AT 7 P.M.
TO CONSIDER SITE PLAN NO. SP-225-98, CUP-412-98,
PM-98-166, V-237-98 AND A DEVELOPMENT AGREEMENT; A
REQUEST TO CONSTRUCT A 47,448 S.F., 2-STORY, EDUCATIONAL
CENTER FOR UNIVERSITY OF LA VERNE AND CONCORDE CAREER
COLLEGE, WITH ANCILLARY ~~RETAIL AND OFFICE~~ commercial DEVELOPMENT,
~~AND~~ TO DEVIATE FROM THE SIGN CODE FOR ON-SITE SIGNAGE,
AND TO ALLOW A 2-LOT SUBDIVISION IN ORDER TO ACCOMODATE
THE PROPOSED DEVELOPMENT. THE SITE IS APPROXIMATELY
4.98 ACRES LOCATED IN THE MX/33 (MIXED USE DISTRICT AREA
33 OF THE COMMUNITY CENTER SPECIFIC PLAN) ZONE, ON THE
NORTHWEST CORNER OF EUCLID ST. AND GARDEN GROVE BLVD. AT
12951 EUCLID ST. THE CITY OF GARDEN GROVE ~~RECOGNIZES~~ Proposes to
THE PREVIOUSLY ADOPTED DECLARATION. FOR INFORMATION,
PLEASE CALL (714) 751-5312 OR INQUIRE AT THE PLANNING
DIVISION IN CITY HALL, 11222 ACACIA PKWY.

[405] 1 items listed out of 1 items.

NEGATIVE

Legals/PN's approved by:

Planner [illegible] Date 7/21/98
Glen [illegible] Date 7/21
Millie _____ Date _____

THE GARDEN GROVE PLANNING COMMISSION WILL HOLD A PUBLIC HEARING IN THE COUNCIL CHAMBER, 11300 STANFORD AVENUE, GARDEN GROVE, ON WEDNESDAY, AUGUST 19, 1998 AT 7 P.M. TO CONSIDER SITE PLAN NO. SP-225-98, CUP-412-98, PM-98-166, V-237-98 AND A DEVELOPMENT AGREEMENT; A REQUEST TO CONSTRUCT A 47,448 S.F., 2-STORY, EDUCATIONAL CENTER FOR UNIVERSITY OF LA VERNE AND CONCORDE CAREER COLLEGE, WITH ANCILLARY COMMERCIAL DEVELOPMENT, TO DEVIATE FROM THE SIGN CODE FOR ON-SITE SIGNAGE, AND TO ALLOW A 2-LOT SUBDIVISION IN ORDER TO ACCOMODATE THE PROPOSED DEVELOPMENT. THE SITE IS APPROXIMATELY 4.98 ACRES LOCATED IN THE MX/33 (MIXED USE DISTRICT AREA 33 OF THE COMMUNITY CENTER SPECIFIC PLAN) ZONE, ON THE NORTHWEST CORNER OF EUCLID ST. AND GARDEN GROVE BLVD. AT 12951 EUCLID ST. THE CITY OF GARDEN GROVE PROPOSES TO RECOGNIZE THE PREVIOUSLY ADOPTED NEGATIVE DECLARATION. FOR INFORMAITON, PLEASE CALL (714) 741-5312 OR INQUIRE AT THE PLANNING DIVISION IN CITY HALL, 11222 ACACIA PKY.

parcel..	notice#.....	owner.....	owner.address.....	o.csz.....	cnt.
93097438	SP-225-98	RAMIREZ, EDWARD J	11222 -B Linda Ln	GARDEN GROVE, CA 92840	1
93097439	SP-225-98	DIETZ, NONIE	11222 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097440	SP-225-98	STEVENS, ROBERT E	11222 -D Linda Ln	GARDEN GROVE, CA 92840	1
93097441	SP-225-98	MACKIE, MARY LOU	11222 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097442	SP-225-98	TSCHEN, MINH NGOC	11113 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097443	SP-225-98	RO, YOUNG	11113 Linda Ln #D	GARDEN GROVE, CA 92840	1
93097444	SP-225-98	KWACK, SANG & SANG HAN	11113 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097445	SP-225-98	WOODS, RICHARD	11113 Linda Ln #B	GARDEN GROVE, CA 92840	1
93097446	SP-225-98	WOO, MICHAEL	11105 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097447	SP-225-98	COVEY, DIANE	11105 Linda Ln	GARDEN GROVE, CA 92840	1
93097448	SP-225-98	MUNEMITSU, JANICE M	2002 Annandale Way	FULLERTON, CA 92831	1
93097449	SP-225-98	DURAND, ANTON R	11105 Linda Ln #B	GARDEN GROVE, CA 92840	1
93097450	SP-225-98	HA, YOO S & OK J	11097 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097451	SP-225-98	MCCLANAHAN, MICHAEL	11097 -D Linda Ln #24	GARDEN GROVE, CA 92840	1
93097452	SP-225-98	ABRECHT, DAVID J	11097 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097453	SP-225-98	GERARD, DAVID L	11097 -B Linda Ln	GARDEN GROVE, CA 92840	1
93097454	SP-225-98	GREBIN, LEWIS & JAYANTHI	13111 Linda Ln #A	GARDEN GROVE, CA 92844	1
93097455	SP-225-98	JAMES, SHEILA M	18328 Santa Lauretta St	FOUNTAIN VALLEY, CA 92708	1
93097456	SP-225-98	SASAKI, RAKUMI	11092 -C Linda Ln	GARDEN GROVE, CA 92840	1
93097457	SP-225-98	CUTTER, ROBERT A	6202 Shelly Dr	HUNTINGTON BEACH, CA 92647	1
93097458	SP-225-98	BECKMAN, EVLEYN	11089 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097459	SP-225-98	SCULNIK, AL	11089 Linda Ln #D	GARDEN GROVE, CA 92840	1
93097460	SP-225-98	FLARO, ELIZABETH M	11089 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097461	SP-225-98	KWAK, JOHN P & GRACE K	11089 Linda Ln #B	GARDEN GROVE, CA 92840	1
93097462	SP-225-98	WASHINGTON, JULIE RENAE	11081 Linda Ln #B	GARDEN GROVE, CA 92840	1
93097463	SP-225-98	OJEDA, SHERYL	11081 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097464	SP-225-98	CHIANG, CHIEN-WU & SUI KUEI-FANG	11081 Linda Ln #D	GARDEN GROVE, CA 92840	1
93097465	SP-225-98	RENTA, FRANK	11081 -A Linda Ln	GARDEN GROVE, CA 92840	1
93097466	SP-225-98	DELAUNOIS, CHRISTOPHE	11073 -B Linda Ln	GARDEN GROVE, CA 92840	1
93097467	SP-225-98	BAIRD, GERALDINE	11073 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097468	SP-225-98	YANG, CHIEN WEI & SHU LAN	11073 Linda Ln #D	GARDEN GROVE, CA 92840	1
93097469	SP-225-98	MEIER, KRYSTAL A	11073 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097470	SP-225-98	HANN, ELMER & O JUNE	10631 Allen Dr	GARDEN GROVE, CA 92840	1
93097471	SP-225-98	KIM, KWANGRIN & JUNGSIK	11065 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097472	SP-225-98	STANTON JR., WILLIAM L	11065 -D Linda Ln	GARDEN GROVE, CA 92840	1
93097473	SP-225-98	NAMGOONG, MYUNGKUL & JAESOON	11065 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097474	SP-225-98	LEE, YONG BOK	11057 Linda Ln #B	GARDEN GROVE, CA 92840	1
93097475	SP-225-98	EASTMAN, DARREL & CASSANDRA E	11057 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097476	SP-225-98	CHANG, JIUN-JWO & SHU CHEN	11057 Linda Ln #D	GARDEN GROVE, CA 92840	1
93097477	SP-225-98	LEE, HEI SUN	11057 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097478	SP-225-98	TUNGSVIK, OLIE A	11051 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097479	SP-225-98	WON, YUN HUI	11051 Linda Ln #B	GARDEN GROVE, CA 92840	1
93097480	SP-225-98	LEE, ILL HYOUNG & YOUNG SIN	11051 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097481	SP-225-98	MU, SHU-JENG & CHIEN-CHUN	11051 Linda Ln #D	GARDEN GROVE, CA 92840	1
93097482	SP-225-98	DRATCH, LAWRENCE H	11052 Linda Ln #B	GARDEN GROVE, CA 92840	1
93097483	SP-225-98	ALDERSON, GOLDIE N	2018 S Loara St	ANAHEIM, CA 92802	1
93097484	SP-225-98	NAISHTUT, DAVID M	11052 Linda Ln #D	GARDEN GROVE, CA 92840	1
93097485	SP-225-98	SCOGGINS, SHIRLEY A	11052 Linda Ln #A	GARDEN GROVE, CA 92840	1

*** 95

parcel..	notice#.....	owner.....	owner.address.....	o.csz.....	cnt.
08921333	SP-225-98	KRACOFF, DAVID & REVA	632 E Cartagena St	LONG BEACH, CA 90807	1
08921334	SP-225-98	MANCHANDA, RAMESH & PRABHAT S	1140 San Marino Ave	SAN MARINO, CA 91108	1
09014106	SP-225-98	GARDEN GROVE AGENCY FOR COMMUN	11391 Acacia Pkwy	GARDEN GROVE, CA 92840	1
09014127	SP-225-98	SKIRVIN, MICHAEL PAGE	812 Avenida Salvador	SAN CLEMENTE, CA 92672	1
09016101	SP-225-98	TALISMAN, STUDIOS	1650 S Harbor Blvd	ANAHEIM, CA 92802	1
09016102	SP-225-98	WEIMER, SCOTT RANDALL	5601 Lrockledge Dr	BUENA PARK, CA 90621	1
09016103	SP-225-98	MEAD, DENNIS M	9161 Mediterranean Dr	HUNTINGTON BEACH, CA 92646	1
09016104	SP-225-98	KANZLER, DIETRICH R	13801 Shirley St #39	GARDEN GROVE, CA 92843	1
09016106	SP-225-98	MALM, DONALD M	11582 Daniel Ave	GARDEN GROVE, CA 92840	1
09016107	SP-225-98	CITY OF GARDEN GROVE	11391 Acacia Pkwy	GARDEN GROVE, CA 92840	1
09016108	SP-225-98	CITY OF GARDEN GROVE	11391 Acacia Pkwy	GARDEN GROVE, CA 92840	1
09016109	SP-225-98	CITY OF GARDEN GROVE	11391 Acacia Pkwy	GARDEN GROVE, CA 92840	1
09016110	SP-225-98	MURPHY, BARBARA	PO Box 2799	CORONA, CA 91718	1
09016111	SP-225-98	MURPHY, BARBARA	PO Box 2799	CORONA, CA 91718	1
09016112	SP-225-98	NOLAND, HELEN SUCCESSOR	9691 Halekulani Dr	GARDEN GROVE, CA 92841	1
09016113	SP-225-98	STAVROS, GEORGE G & DEAN & HARRY G	661 Coronado Ave	LONG BEACH, CA 90814	1
09016114	SP-225-98	STAVROS, GEORGE G & DEAN & HARRY G	661 Coronado Ave	LONG BEACH, CA 90814	1
09016115	SP-225-98	PECOR, MALCOLM L	12171 Gilbert St	GARDEN GROVE, CA 92841	1
09016116	SP-225-98	PECOR, MALCOLM & AUDREY	12171 Gilbert St	GARDEN GROVE, CA 92841	1
09016117	SP-225-98	WILKINSON, THOMAS GEORGE	12041 Mora Dr	SANTA FE SPRINGS, CA 90670	1
09016118	SP-225-98	BANK SANWA CALIFORNIA	PO Box 54138	LOS ANGELES, CA 90054	1
09016131	SP-225-98	BANK SANWA CALIFORNIA	PO Box 54138	LOS ANGELES, CA 90054	1
09016133	SP-225-98	BANK SANWA CALIFORNIA	PO Box 54138	LOS ANGELES, CA 90054	1
09016134	SP-225-98	PECOR, MALCOLM LLOYD	12171 Gilbert St	GARDEN GROVE, CA 92841	1
09016227	SP-225-98	GARDEN GROVE AGENCY FOR COMMUN	11391 Acacia Pkwy	GARDEN GROVE, CA 92840	1
09016336	SP-225-98	GARDEN GROVE AGENCY FOR COMMUN	11391 Acacia Pkwy	GARDEN GROVE, CA 92840	1
09016337	SP-225-98	COAST COMMUNTY COLLEGE DIST	1370 Adams Ave	COSTA MESA, CA 92626	1
09016426	SP-225-98	PETERSON, JOE L	11202 Acacia Pkwy	GARDEN GROVE, CA 92840	1
09016437	SP-225-98	M DAVID PAUL & ASSOCIATES	233 Wilshire Blvd #990	SANTA MONICA, CA 90401	1
09016441	SP-225-98	NEWPORT FED	4425 Jamboree Rd #250	NEWPORT BEACH, CA 92660	1
09910505	SP-225-98	YANCEY SR., CHARLES B	PO Box 7611	SAN FRANCISCO, CA 94120	1
09910517	SP-225-98	SMOTRICH, MARVIN L	310 Hilgard Ave	LOS ANGELES, CA 90024	1
09910536	SP-225-98	COSTCO WHOLESALE CORP	999 Lake Dr	ISSAQUAH, WA 98027	1
09910537	SP-225-98	COSTCO WHOLESALE CORP	999 Lake Dr	ISSAQUAH, WA 98027	1
09910538	SP-225-98	ZELMAN, GARDEN GROVE MARKETPLACE	707 Wilshire Blvd #303	LOS ANGELES, CA 90017	1
09910539	SP-225-98	ZELMAN, GARDEN GROVE MARKETPLACE	707 Wilshire Blvd #303	LOS ANGELES, CA 90017	1
10001348	SP-225-98	BUCKNER, M E	13030 Euclid St	GARDEN GROVE, CA 92843	1
93097428	SP-225-98	ELIAS, ALEXANDRA	11076 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097429	SP-225-98	CHO, JUNG KIL	11076 Linda Ln #B	GARDEN GROVE, CA 92840	1
93097430	SP-225-98	KIM, HAK & HAE	11076 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097431	SP-225-98	MOSS, ROY E	11076D Linda Ln #4	GARDEN GROVE, CA 92840	1
93097432	SP-225-98	RL & M COMPANY INC	13820 Seal Beach Blvd #6	SEAL BEACH, CA 90740	1
93097433	SP-225-98	TROTTER, PATRICIA A	11086 Linda Ln #B	GARDEN GROVE, CA 92840	1
93097434	SP-225-98	FLECKEN, ROBERT & BARBARA	11086 Linda Ln #A	GARDEN GROVE, CA 92840	1
93097435	SP-225-98	SHIN, DEOK SOON	11086 Linda Ln #D	GARDEN GROVE, CA 92840	1
93097436	SP-225-98	RUSSOS, THEOFILOS EMMANUEL	11232 Linda Ln #C	GARDEN GROVE, CA 92840	1
93097437	SP-225-98	ASUNCION, LEO G	11232 -B Linda Ln	GARDEN GROVE, CA 92840	1

OCCUPANT
12635 MAIN ST. STE 214
GARDEN GROVE CA 92842

OCCUPANT
12635 MAIN ST. STE 218
GARDEN GROVE CA 92842

OCCUPANT
12635 MAIN ST. STE 225
GARDEN GROVE CA 92842

OCCUPANT
12635 MAIN ST. STE 306
GARDEN GROVE CA 92842

OCCUPANT
12635 MAIN ST. STE 309
GARDEN GROVE CA 92842

OCCUPANT
12635 MAIN ST. STE 310
GARDEN GROVE CA 92842

OCCUPANT
12671 MAIN ST. STE 26
GARDEN GROVE CA 92842

OCCUPANT
12671 MAIN ST. STE 28
GARDEN GROVE CA 92842

OCCUPANT
12671 MAIN ST. STE 37
GARDEN GROVE CA 92842

OCCUPANT
12671 MAIN ST. STE 38
GARDEN GROVE CA 92842

OCCUPANT
12671 MAIN ST. STE 41
GARDEN GROVE CA 92842

OCCUPANT
12671 MAIN ST. STE 47
GARDEN GROVE CA 92842

OCCUPANT
12671 MAIN ST. STE 54
GARDEN GROVE CA 92842

OCCUPANT
12671 MAIN ST. STE 7
GARDEN GROVE CA 92842

OCCUPANT
12671 MAIN ST. STE 9
GARDEN GROVE CA 92842

OCCUPANT
12732 MAIN ST.
GARDEN GROVE CA 92842

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12741 MAIN ST.
GARDEN GROVE CA 92842

OCCUPANT
12760 MAIN ST.
GARDEN GROVE CA 92842

OCCUPANT
12762 MAIN ST.
GARDEN GROVE CA 92842

OCCUPANT
12852 MAIN ST.
GARDEN GROVE CA 92842

OCCUPANT
12865 MAIN ST. STE 100
GARDEN GROVE CA 92842

OCCUPANT
12865 MAIN ST. STE 101
GARDEN GROVE CA 92842

OCCUPANT
12865 MAIN ST. STE 105
GARDEN GROVE CA 92842

OCCUPANT
12865 MAIN ST. STE 200
GARDEN GROVE CA 92842

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12865 MAIN ST. STE 201
GARDEN GROVE CA 92842

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12865 MAIN ST. STE 204
GARDEN GROVE CA 92842

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12865 MAIN ST. STE 205
GARDEN GROVE CA 92842

OCCUPANT
12866 MAIN ST. STE 101
GARDEN GROVE CA 92842

OCCUPANT
12866 MAIN ST. STE 101A
GARDEN GROVE CA 92842

OCCUPANT
12866 MAIN ST. STE 102
GARDEN GROVE CA 92842

OCCUPANT
12860 EUCLID ST.
GARDEN GROVE CA 92840

OCCUPANT
12900 EUCLID ST.
GARDEN GROVE CA 92840

OCCUPANT
11142 EUCLID ST.
GARDEN GROVE CA 92840

OCCUPANT
12911 EUCLID ST.
GARDEN GROVE CA 92840

OCCUPANT
13030 EUCLID ST.
GARDEN GROVE CA 92840

OCCUPANT
13062 EUCLID ST.
GARDEN GROVE CA 92840

OCCUPANT
13029 EUCLID ST.
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13033 EUCLID ST.
GARDEN GROVE CA 92840

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13037 EUCLID ST.
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13041 EUCLID ST.
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13045 EUCLID ST.
GARDEN GROVE CA 92840

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13049 EUCLID ST.
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13055 EUCLID ST.
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13059 EUCLID ST.
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13063 EUCLID ST.
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13067 EUCLID ST.
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13065 EUCLID ST.
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OCCUPANT
13071 EUCLID ST.
GARDEN GROVE CA 92840

OCCUPANT
13075 EUCLID ST.
GARDEN GROVE CA 92840

OCCUPANT
11000 GARDEN GROVE BLVD.
GARDEN GROVE CA 92840

OCCUPANT
11100 GARDEN GROVE BLVD.
GARDEN GROVE CA 92840

OCCUPANT
12635 MAIN ST. STE 101
GARDEN GROVE CA 92842

OCCUPANT
12635 MAIN ST. STE 116
GARDEN GROVE CA 92842

OCCUPANT
12635 MAIN ST. STE 120
GARDEN GROVE CA 92842

OCCUPANT
12635 MAIN ST. STE 202
GARDEN GROVE CA 92842

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12635 MAIN ST. STE 203
GARDEN GROVE CA 92842

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12635 MAIN ST. STE 205
GARDEN GROVE CA 92842

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12635 MAIN ST. STE 212
GARDEN GROVE CA 92842

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12635 MAIN ST. STE 213
GARDEN GROVE CA 92842

OCCUPANT
12866 MAIN ST. STE 103
GARDEN GROVE CA 92842

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12866 MAIN ST. STE 106
GARDEN GROVE CA 92842

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12866 MAIN ST. STE 104
GARDEN GROVE CA 92842

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12866 MAIN ST. STE 204
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12866 MAIN ST. STE 205
GARDEN GROVE CA 92842

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12881 MAIN ST.
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12895 MAIN ST.
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12899 MAIN ST.
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12900 MAIN ST.
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12903 MAIN ST.
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12905 MAIN ST.
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12908 MAIN ST.
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12950 MAIN ST.
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12951 MAIN ST.
GARDEN GROVE CA 92842

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12952MAIN ST.
GARDEN GROVE CA 92842

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12955 MAIN ST.
GARDEN GROVE CA 92842

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12962 MAIN ST.
GARDEN GROVE CA 92842

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12965 MAIN ST.
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12966 MAIN ST.
GARDEN GROVE CA 92842

OCCUPANT
12976 MAIN ST.
GARDEN GROVE CA 92842

OCCUPANT
13042 MAIN ST.
GARDEN GROVE CA 92842

OCCUPANT
10971 GARDEN GROVE BL. STE A
GARDEN GROVE CA 92842

OCCUPANT
10971 GARDEN GROVE BL. STE D
GARDEN GROVE CA 92842

OCCUPANT
10971 GARDEN GROVE BL. STE G
GARDEN GROVE CA 92842

OCCUPANT
10971 GARDEN GROVE BL. STE H
GARDEN GROVE CA 92842

OCCUPANT
10971 GARDEN GROVE BL. STE I
GARDEN GROVE CA 92842

OCCUPANT
10971 GARDEN GROVE BL. STE J
GARDEN GROVE CA 92842

OCCUPANT
11022 ACACIA PKWY STE A
GARDEN GROVE CA 92842

OCCUPANT
11022 ACACIA PKWY STE B
GARDEN GROVE CA 92842

OCCUPANT
11022 ACACIA PKWY STE D
GARDEN GROVE CA 92842

OCCUPANT
11022 ACACIA PKWY STE E
GARDEN GROVE CA 92842

Case No. SP-225-98, CUP-412-98, PM-98-166, & V-257-98

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

RECD JUL 15 1998

- ☐ Economic Development
- ☐ Community Dev. Director
- ☐ Code Enforcement
- ☐ Planning Manager
- ☐ Fire Department
- ☐ Plan Check
- ☐ Police Department
- ☐ Planning Super
- ☐ Lacrimina Ind.
- ☑ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: Ken / Ben

From: Rosalinh Ung Return By: 7/27/98

Applicant: Pacific Development Partners, LLC Date Out: 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concorde Career College

Location: NWC Euclid St & Garden Grove Blvd

Address: 12951 Euclid St. Parcel No: 90-162-27, 163-36

Zone: MX/33 - CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

Please list specific conditions of approval on reverse side.

☒ Conditions of Approval to be included in the Planning Commission Resolution:

See attached

Prepared By: Ben Yamada Date: 7/23/98 Ext:: 5186

Div/Dept. Head: [illegible] Date: 7-27-98 Ext: 5184

Signature: Ben Yamada Date: 7/23/98

DEPARTMENT OF PUBLIC WORKS - ENGINEERING SERVICES DIVISION
DEVELOPMENT REVIEW AND
CONDITIONS OF APPROVAL

FOR

EDUCATIONAL CENTER NWC EUCLID ST AND GARDEN GROVE BLVD CUP412-98

1. Parcel Map is required. Map to be recorded prior to issuance of any permit. Field survey required.

2. TIES TO HORIZONTAL CONTROL:

3. Prior to recordation of a final tract/parcel map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cad Dwg format.

4. DIGITAL MAP SUBMISSION:

5. Prior to recordation of a final tract/parcel map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital graphics file of said map in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cad Dwg format

6. All existing and new utilities shall be placed underground in the public right-of-way and on site.

7. Grading, water and sewer, and utility plans are required. Plans to be prepared by a registered Civil Engineer. .

8. Provide Hydrology with scaled map and calculations and Hydraulic calculations to size storm drain(s) per OCEMA Standards.. Parkway culverts to be constructed per OCEMA Standard Plan 1309 (type B).

9. All on-site improvements shall be removed prior to start of new construction.

10. Driveway approaches shall be constructed in conformance with Garden Grove STD Plan B-120. Separate street permit is required for work performed within the public rights-way..

11. Blanket easement required for all public water system on private property.

12. Owner to dedicate all rights to underground water without the right to subsurface entry.

13. Access rights to adjacent arterial roadways shall be restricted to approved driveway locations. A dedication statement on the Final Map is required.

14. Any new or required block walls and/or retaining walls and trash enclosures shall be shown on the grading plans. Block walls shall be developed to City Standards or designed by a professional engineer registered in the state of California..

15. If development requires existing street trees to be removed, they shall be replaced with 15-gallon trees at another location in the public R/W. The new location and the tree specie to be specified by City Engineer.

16. The applicant shall comply with all 1972 Clean Water Act and NPDES requirements. The submittal of plans shall incorporated Best Management Practices for NPDES permit.

17. Environmental clearance or an approved remediation plan shall be submitted prior to utility release.

CUP41298 7/27/98

Joe
Jimmi
Steve/Pat

Case No. SP-225-98, CUP-412-98,

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- ☐ Economic Development
- ☐ Community Dev. Director
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- ☐ Plan Check
- ☐ Police Department
- ☐ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☒ P/W - Streets

ATTN: Jimmy Yasutake

From: Rosalinh Ung Return By: 7/27/98

Applicant: Pacific Development Partners, LLC Date Out: 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concorde Career College

Location: NWC Euclid St & Garden Grove Blvd

Address: 12951 Euclid St. Parcel No: 90-162-27 163-36

Zone: MX/33 - CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

All private trees within 15FT of city Hardscape (sidewalk etc) shall be installed with root barriers. 8 existing City Sycamore trees in sidewalk that will to be eliminated (including well) landscaping on private property is sufficient.

Jim Yasutake

G.G. along

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: _____ Date: _____ Ext:: _____

Div/Dept. Head: _____ Date: 7/21/98 Ext: 5375

Signature: _____ Date: _____

Case No. SP-225-98, CUP-412-98, PM-98-166, & V-827-98

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- ☐ Economic Development
- ☐ Community Dev. Director
- ☐ Code Enforcement
- ☐ Planning Manager
- ☐ Fire Department
- ☐ Plan Check
- ☒ Police Department
- ☐ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: Bill Johnson

From: Rosalinh Ung **Return By:** 7/27/98

Applicant: Pacific Development Partners, LLC **Date Out:** 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concorde Career College

Location: NWC Euclid St & Garden Grove Blvd

Address: 12951 Euclid St. **Parcel No:** 90-162-27, 163-36

Zone: MX/33 - CCSP **General Plan:** MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

PD SUPPORTS - NO COMMENTS

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: _____ Date: 7/20/98 Ext:: 5857

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Case No. SP-225-98, CUP-412-98, PM-98-166, & V-237-98

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

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- ☒ Code Enforcement
- ☐ Planning Manager
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- ☐ Plan Check
- ☐ Police Department
- ☐ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: _____

From: Rosalinh Ung Return By: 7/27/98

Applicant: Pacific Development Partners, LLC Date Out: 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concorde Career College

Location: NWC Euclid St & Garden Grove Blvd

Address: 12951 Euclid St. Parcel No: 90-162-27, 163-36

Zone: MX/33 - CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

No comments

Prepared By: Allison Jewel Date: 7-15-98 Ext.: 5354

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Case No. SP-225-98, CUP-412-98, PM-98-166, & V-237-98

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

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- ☑ Plan Check
- ☐ Police Department
- ☐ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: Bill / Dung

From: Rosalinh Ung Return By: 7/27/98

Applicant: Pacific Development Partners, LLC Date Out: 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concorde Career College

Location: NWC Euclid St & Garden Grove Blvd

Address: 12951 Euclid St. Parcel No: 90-162-27, 163-36

Zone: MX/33 - CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

① Must comply with the California Building Code

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

(2) The enforcing agency for community college buildings is the Division of the State Architect, Structural Safety Section.

Prepared By: DING Date: 7-20-98 Ext:: 5327

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Case No. SP-225-98, CUP-412-98, PM-98-166, & V-237-98

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

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- ☐ Police Department
- ☐ Planning Super
- ☐ Taorimina Ind.
- ☑ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: George Allen

From: Rosalinh Ung Return By: 7/27/98

Applicant: Pacific Development Partners, LLC Date Out: 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concolde Career College

Location: NWC Euclid St & Garden Grove Blvd

Address: 12951 Euclid St. Parcel No: 90-162-27, 163-36

Zone: MX/33 - CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

1. Pay Traffic Mitigation fees
2. Traffic Study has been reviewed and approved.
3. Implement parking lot changes in accordance with Traffic study and agreement reached with Econ Dev.

Prepared By: [signature] Date: _____ Ext:: _____

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: [signature] Date: 7/15/98

Case No. SP-225-98, CUP-412-98, PM-98-166, & V-237-98

AG 21

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- ☐ Economic Development
- ☐ Community Dev. Director
- ☐ Code Enforcement
- ☐ Planning Manager
- ☒ Fire Department
- ☐ Plan Check
- ☐ Police Department
- ☐ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: Ed Jukas

From: Rosalinh Ung Return By: 7/27/98

Applicant: Pacific Development Partners, LLC Date Out: 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concorde Career College

Location: NWC Euclid St & Garden Grove Blvd

Address: 12951 Euclid St. Parcel No: 90-162-27 ~~163-36~~

Zone: MX/33 - CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

Please list specific conditions of approval on reverse side.

☒ Conditions of Approval to be included in the Planning Commission Resolution:

SEE ATTACHED

Prepared By: Ed [signature] Date: 7/27/98 Ext:: 5630

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Fire Department General Requirements

7/27/98

SP-225-98
Site Location: 12951 Euclid St..

1. Fire sprinkler system per NFPA Standard 13 shall be provided and plans approved prior to the issuance of building permits. System shall be designed to utilize not more than 90% of the available water as indicated on a submittal graph sheet as required by National Fire Protection Association, Standard 13, Chapter 7. Fire sprinkler riser(s) shall be located inside the building in a room with a door accessible from the outside of the building.

2. Fire sprinkler system and all control valves shall be supervised to an approved central alarm station, when the total number of sprinkler heads is 100 or more.

4. Address numbers shall be visible from the street (in contrasting colors).

5. One (1) on-site fire hydrant shall be provided. Location to be determined by Fire Dept.

Case No. SP-225-98, CUP-412-98, PM-95-166, & V-237-98

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- [x] Economic Development
- [ ] Community Dev. Director
- [ ] Code Enforcement
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- [ ] Fire Department
- [ ] Plan Check
- [ ] Police Department
- [ ] Planning Super
- [ ] Taorimina Ind.
- [ ] Engineer Serv(2)
- [ ] P/W - Utility Serv
- [ ] P/W - Streets

ATTN: John Bushman

From: Rosalinh Ung Return By: 7/27/98

Applicant: Pacific Development Partners, LLC Date Out: 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concorde Career College

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Zone: MX/33 - CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

ok - Take off commercial signage.

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: _____ Date: _____ Ext:: _____

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Case No. SP-225-98, CUP-412-98, PM-98-166, & V-237-98

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- [ ] Economic Development
- [x] Community Dev. Director
- [ ] Code Enforcement
- [ ] Planning Manager
- [ ] Fire Department
- [ ] Plan Check
- [ ] Police Department
- [ ] Planning Super
- [ ] Taorimina Ind.
- [ ] Engineer Serv(2)
- [ ] P/W - Utility Serv
- [ ] P/W - Streets

ATTN: Matt

From: Rosalinh Ung Return By: 7/27/98

Applicant: Pacific Development Partners, LLC Date Out: 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concolde Career College

Location: NWC Euclid St & Garden Grove Blvd

Address: 12951 Euclid St. Parcel No: 90-162-27, 163-36

Zone: MX/33 - CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: _____ Date: _____ Ext:: _____

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

Case No. SP-225-98, CUP-412-98, PM-98-166, & V-837-98

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- ☐ Economic Development
- ☐ Community Dev. Director
- ☐ Code Enforcement
- ☐ Planning Manager
- ☐ Fire Department
- ☐ Plan Check
- ☐ Police Department
- ☑ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☐ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: Glen

From: Rosalinh Ung Return By: 7/27/98

Applicant: Pacific Development Partners, LLC Date Out: 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concorde Career College

Location: NWC Euclid St & Garden Grove Blvd

Address: 12951 Euclid St. Parcel No: 90-162-27, 163-36

Zone: MX/33 - CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

Please list specific conditions of approval on reverse side.

☐ Conditions of Approval to be included in the Planning Commission Resolution:

Prepared By: _____ Date: _____ Ext:: _____

Div/Dept. Head: _____ Date: _____ Ext: _____

Signature: _____ Date: _____

RECEIVED

JUL 16 1998

PUBLIC WORKS
UTILITIES

RECEIVED

JUL '8

PUBLIC WORKS
UTILITIES

Case No. SP-225-98, CUP-412-98, HP-98-166, V-239-98

COMMUNITY DEVELOPMENT REVIEW AND COMMENT SHEET

DISTRIBUTION:

- ☐ Economic Development
- ☐ Community Dev. Director
- ☐ Code Enforcement
- ☐ Planning Manager
- ☐ Fire Department
- ☐ Plan Check
- ☐ Police Department
- ☐ Planning Super
- ☐ Taorimina Ind.
- ☐ Engineer Serv(2)
- ☑ P/W - Utility Serv
- ☐ P/W - Streets

ATTN: Scott Jowe

From: Rosalinh Ung Return By: 7/27/98

Applicant: Pacific Development Partners, LLC Date Out: 7/15/98

Request: To construct a 47,448 s.f. educational center phase 2 for University of La Verne, and Concorde Career College

Location: NWC Euclid St & Garden Grove Blvd

Address: 12951 Euclid St. Parcel No: 90-162-27, 163-36

Zone: MX/33 - CCSP General Plan: MX

ANALYSIS

Please provide any information you would like to be included in the Staff Report.

(SEE ATTACHED FOR CONDITIONS OF APPROVAL.)

Please list specific conditions of approval on reverse side.

2

2

☐ Conditions of Approval to be included in the Planning Commission Resolution:

(SEE ATTACHED)

Prepared By: [illegible] Date: 7-20-98 Ext:: 5305

Div/Dept. Head: [illegible] Date: 7-21-98 Ext: 5375

Signature: _____ Date: _____

UTILITY SERVICES CONDITIONS FOR APRPOVAL FOR COMMUNITY DEVELOPMENT REVIEWS

Project name: PACIFIC DEVELOPMENT PARTNERS, EDUCATIONAL CENTER, PHASE 2

Case #: SP-225-98; CUP-412-98; PM-98-166

1. NEW WATER SERVICE INSTALLATIONS TO BE AT OWNER'S/DEVELOPER'S EXPENSE. INSTALLATION TO BE BY CITY FORCES UPON PAYMENT OF APPLICABLE FEES, UNLESS OTHERWISE NOTED. FIRE SERVICES AND LARGER WATER SERVICES (3" AND LARGER) TO BE INSTALLED BY CONTRACTOR PER CITY CITY STANDARDS.

2. WATER METERS AND FIRE SERVICES TO BE LOCATED WITHIN THE CITY RIGHT-OF - WAY OR WITHIN DEDICATED WATERLINE EASEMENT. FIRE SERVICES AND LARGE WATER SERVICES (3" AND LARGER) TO BE INSTALLED BY CONTRACTOR WITH CLASS A OR C-34 LICENSE, PER CITY WATER STANDARDS AND INSPECTED BY A PUBLIC WORKS INSPECTOR..

3. A BACKFLOW PREVENTION DEVICE SHALL BE REQUIRED ON WATER LATERAL. INSTALLATION TO BE PER CITY STANDARDS AND SHALL BE INSPECTED BY CROSS CONNECTION SPECIALIST AFTER INSTALLATION. DEVICE TO BE TESTED IMMEDIATELY AFTER INSTALLATION AND ONCE A YEAR BY A CERTIFIED BACKFLOW DEVICE TESTER AND THE RESULTS TO BE SUBMITTED TO THE CROSS CONNECTION SPECIALIST..

NOTE: If you are not the recorded owner of the property, this letter of authorization must be signed by the owner of the property, notarized, and submitted as a part of the application.

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING SERVICES DIVISION

LETTER OF AUTHORIZATION

TO BE NOTARIZED

To: City of Garden Grove

Application for NWC Euclid Street and Garden Grove Blvd.

I, Community Development Director, owner of the below-described property, do hereby appoint Pacific Development Partners my agent for the purpose of consummating the above application, and agree to accept and fulfill any and all requirements which may be imposed as conditions of approval.

LEGAL PROPERTY DESCRIPTION: Parcel 1 of Parcel Map NO. 94-168, in the City of Garden Grove, County of Orange, State of California, as shown on a map filed in Book 290, Pages 36 through 38 in the Office of The County Recorder of said property.

(Signature of Owner) Matthew Fertal, Director
Community Development

PLANNING DIVISION
Community Development Department

City of Garden Grove
LAND USE PERMIT APPLICATION

Project Address: NWC Euclid St. and Garden Grove Blvd

Project Location:

Application For:

- ☐ Code Amendment
- ☒ Conditional Use Permit $1,000
- ☐ General Plan Amendment
- ☐ Interpretation of Use
- ☐ Lot Line Adjustment
- ☐ Modification to Conditions
- ☐ Modification to Plans
- ☐ Planned Unit Development
- ☒ Site Plan $1,000
- ☐ Specific Plan
- ☒ Tentative Parcel Map $900 + 10/ea ($1100)
- ☐ Tentative Tract Map
- ☐ Time Extension
- ☒ Variance $650
- ☐ Zone Change
- ☐ Other: _____ $_____

Environmental Review:

- ☐ Environmental Impact Report
- ☒ Negative Declaration 250
- ☐ Notice of Exemption

Applicant/Owner Information:

Applicant:

Name: Pacific Development Partners LLC

Address: 177 S. Beverly Dr

City/State: Beverly Hills, CA 90212

Phone: (310) 278-9595

Representative:

Name: MARK T. BURGER

Address: same as above

City/State: same as above

Phone: same as above.

Property Owner:

Name: City of Garden Grove

Address: 11222 Acacia Pkwy

City/State: Garden Grove, CA 92840

Phone: (714) 741-5129

Status of Applicant:

- ☐ Recorded Property Owner
- ☒ Purchasing/Escrow Subject to Case Approval
- ☐ Lessee
- ☐ Authorized Agent of One of The Above

AUTHORIZED SIGNATURES

Important Note: If the applicant is anyone other than the recorded owner of the property, a letter of authorization, signed by the owner, is to be notarized and submitted as a part of the application.

Owner's Signature: _____ Date: _____

Applicant's Signature: Mark T. Burger Date: June 8, 1998

Application Accepted By : _____ Date: _____

Office Use Only					
Land Use Action _____	11-_____	$_____	Land Use Action _____	11-_____	$_____
Land Use Action _____	11-_____	$_____	Land Use Action _____	11-_____	$_____
Land Use Action _____	11-_____	$_____	Land Use Action _____	11-_____	$_____

EXCERPT FROM TITLE 9 OF THE MUNICIPAL CODE OF THE CITY OF GARDEN GROVE, CALIFORNIA

Section 9.24.100.C Effective Date of Order Granting or Denying Land Use Actions. The order granting or denying a land use action shall become final twenty-one days after the order, unless within such twenty-one day period an appeal in writing is filed with the City Clerk by either an applicant or opponent. The filing of the appeal within such time limit shall stay the effective date of the order until such time as the City Council has acted upon the appeal as hereafter setforth in this Chapter.

9.24.010.D. Fees Required. All applicants described in Section 9.24.030 shall require fees paid in accordance with a Resolution adopted by the City Council. A copy of the resolution and information may be obtained from the Office of the City Clerk.

NOTE: Evidence not presented to the Planning Commission or Zoning Administrator in connection with this case will not be considered by the Council. All maps, petitions, plans, testimony, and other facts or opinions must have been heard by the Planning Commission or Zoning Administrator in order to be heard by the City Council.

Any new evidence which you desire to submit must be presented as part of a new application for which the normal filing fees will be charged. The new application will be heard by the Planning Commission or Zoning Administrator in the manner set forth in Title 9 of the Garden Grove Municipal Code.

9.24.010.E. LIMITATION OF REFILING OF APPLICATIONS. A final action denying an application for a land use action shall prohibit the further filing of the same type application on a property until not less than one year shall have elapsed from the date of denial of any application.

9.24.160 EXPIRATION OF GRANTED LAND USE ACTIONS. Unless a time extension is granted in accordance with Section 9.24.030, any discretionary action becomes null and void if not excercised within the time specified in the approval of the discretionary action or, if not date is specified, within one year from the date of approval of said discretionary action.

9.24.030.D.10 REVOCATION. Applicability. The City Council, Hearing Body, or City Manager may initiate revocation procedures for any land use action designated by this Title. The Hearing Body may revoke or modify a land use action if any one of the following findings are made:

- The approval was obtained by fraud;
- The approved use has ceased to exist or has been suspended for one year or a lesser time as established by land use ordinance;
- That the approved use is being, or recently has been, exercised contrary to the terms or conditions of such approval, or in violation of any stature, ordinance or regulation;
- That the approved use was so exercised as to be detrimental to the public safety or so as to constitute a public nuisance.

ENVIRONMENTAL INFORMATION FORM
(To Be Completed By Applicant)

Date Filed: June 3, 1998

GENERAL INFORMATION:

1. Name and address of developer or project sponsor: Pacific Development Partners, LLC
177 S. Beverly Dr. 2nd Floor
Beverly Hills, CA 90212

2. Address of project: NWC of Euclid St. and Garden Grove Blvd. Garden Grove, CA.

3. Assessor's Block and Lot Number: 090 163 36 090 163 27

4. Name, address, and telephone number of person to be contacted concerning this project:
Owner Pacific Development Partners LLC Attn Mark Burga or Owners Representative
177 S. Beverly Dr. Lars Andersen
Beverly Hills, CA 90212 (310) 278-6595 (714) 722-1600 x25

5. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies:

6. Existing zoning district and General Plan designation:

7. Proposed use of site (project for which this form is filed): Office building to be developed for educational and general office uses.

PROJECT DESCRIPTION:

9. Site size (gross acres/square feet): approximately 5 acres (4 acres ± for parking)

10. Square footage of structures/buildings: 47,283 gross sq ft.

11. Number of floors of construction: 2 floors

12. Amount of off-street parking provided: N/A

13. Proposed scheduling (phasing): groundbreaking October 1998 completion Sept 1 1999

14. Associated projects: Coastline college exists - our new building is next.

15. Anticipated phased development: Phase II to be initiated within 12-18 months after completion

16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents and type of household size expected: N/A

17. If commercial, indicate the type, whether neighborhood, city, or regionally-oriented, square footage, and loading and trash facilities: This is a 47,233 sq ft. building that is urban in nature and provides well located loading and trash facilities.

18. If industrial, indicate type, estimated employment per shift, and loading facilities: N/A

19. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project: The primary use for the building will be office and administration combined with classroom, lab and library space. I am not sure of the employment figures, however there will be 320-350 people per day that will be using the building. Some collateral benefits include increased buying power for retailers and restaurants as well as other services in the area.

20. If the project involves a Variance, Conditional Use Permit, or rezoning application, state this and indicate clearly why the application is required: N/A

ENVIRONMENTAL CHECKLIST:

Are the following items applicable to the project or its effects? Discuss below all items checked "Yes" (attach additional sheets as necessary).

	Yes	No
21. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours.		✓
22. Change in scenic views or vistas from existing residential areas or public lands or roads.	✓	
23. Change in pattern, scale or character of general area of project.	✓	
24. Significant amounts of solid waste or litter.		✓
25. Change in dust, ash, smoke, fumes or odors in vicinity.		✓
26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.		✓
27. Substantial change in existing noise or vibration levels in the vicinity.	✓	
28. Site on filled land or slope of 10 percent or more.		✓

	Yes	No
29. Use of disposal of potentially hazardous materials, such as toxic substances, flammable or explosives.		✓
30. Substantial change in demand for municipal services (police, fire, water, sewage, etc.).	✓	
31. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).	✓	
32. Relationship to a larger project or series of projects.	✓	

ENVIRONMENTAL SETTING:

33. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site, and the use of the structures. The topography is fairly level, there are no structures on the sight to the best of our knowledge, although there is some asphalt that will be removed prior to construction

34. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). The property is contiguous to a three story office building which serves as the home for Coastline college and Cal St. Fullerton Across the street to the east is City Hall, while to the south are various retail buildings including the new Office Depot.

CERTIFICATION:

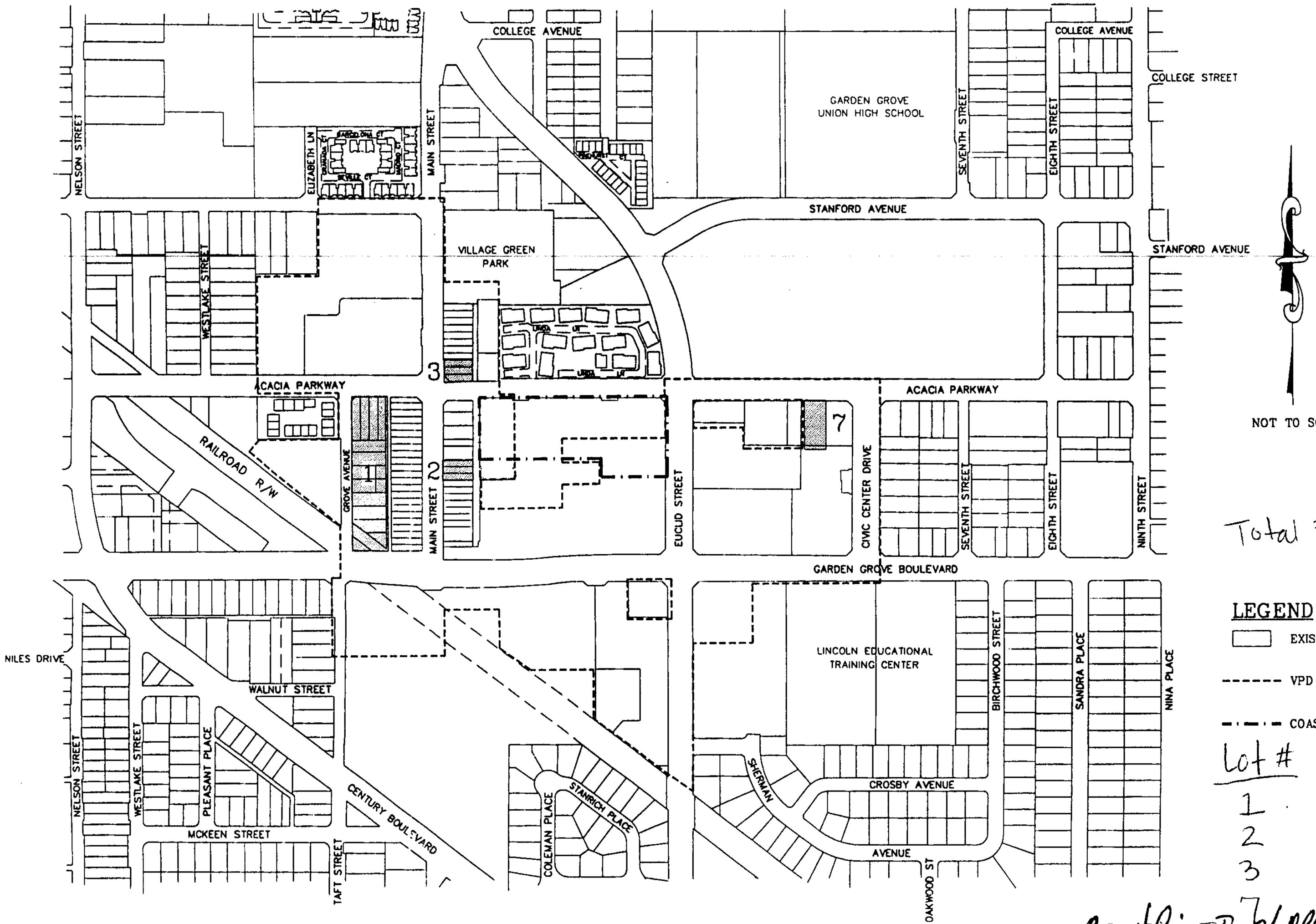
I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I further understand that additional information may be required to be submitted to the City of Garden Grove to complete my review.

Mark T. Burger — June 8, 1998

Signature — Date

p:\planning\envform.doc

VEHICLE PARKING DISTRICT BOUNDARY MAP



NOT TO SCALE

Total = 248

LEGEND

EXISTING VPD PROPERTY

VPD BOUNDARIES

COASTLINE PROPERTY

Lot #	Spaces
1	185
2	20
3	16
7	11

Coastline Imp/Alley Imp = 66

Filing Date _____

Applicant Name Pacific Development Partners LLC

Address 177 S. Beverly Dr Beverly Hills CA 90212

Phone (310) 278-9595

Subject Property Location _____

Requested Action _____

_____

A preliminary review of your application finds that:

_____ Your application is complete. Your application will be heard by the _____ and is **tentatively** scheduled for public hearing on _____. From the filing date shown above, the City has a 30-day time limit to further review your application. The City will notify you in writing of anything incomplete. The hearing date mentioned above is, therefore, subject to change depending on application completeness, meeting date availability, work load and further staff analysis of the project.

_____ Your application is incomplete. The items which are checked and/or circled on the attached Filing Instruction sheet must be corrected or completed and the whole application package resubmitted to the Development Services Department and determined complete before processing can begin.

If you have any questions concerning this matter, please contact _____ of the Planning Division at (714) 741-5312.

FILING INSTRUCTIONS
FOR PUBLIC HEARINGS

FIRST: THE APPLICANT SHOULD CONTACT THE DEVELOPMENT SERVICES DEPARTMENT, ROOM 220, CITY HALL (TELEPHONE (714) 741-5312) TO DISCUSS THE REQUEST OR PROPOSAL PRIOR TO THE PREPARATION OF DETAILED PLANS.

SECOND: AFTER REVIEW BY THE DEVELOPMENT SERVICES DEPARTMENT, THE APPLICANT SHALL BRING THE EXHIBITS DESCRIBED BELOW TO THE DEVELOPMENT SERVICES DEPARTMENT, GARDEN GROVE CITY HALL, ROOM 220, 11391 ACACIA PARKWAY, GARDEN GROVE 92640, BETWEEN THE HOURS OF 8 A.M. AND 4 P.M. THE CASE ANALYST OF THE DEVELOPMENT SERVICES DEPARTMENT WILL CHECK YOUR EXHIBITS AND APPLICATION FORMS. IF ALL SUBMITTALS ARE IN ORDER, THE CASE ANALYST WILL ACCEPT THE APPLICATION FOR FURTHER REVIEW OF THE PLANS AND DOCUMENTS.

As a permit granting Agency, this department is required to review permit applications to determine if they are complete and acceptable for filing. The applicant may then be notified in writing of his status. From the date of acceptance for filing, there is a 30-day time limit for written notification of any incompleteness.

Since it could become necessary to postpone the hearing date for an incomplete application, the applicant should work closely with the staff. The acceptance of an application as being complete does not guarantee its approval. It only indicates that there is adequate information to evaluate the project.

NO APPLICATION WILL BE ACCEPTED UNTIL ALL THE APPLICATION FORMS, REQUIREMENTS, INFORMATION, AND MAPS HAVE BEEN COMPLETED TO THE REQUIRED SPECIFICATIONS. ONCE THIS STEP IS COMPLETED TO THE REQUIRED SATISFACTION OF THE CITY, THE APPLICATION WILL BE ACCEPTED AND THE APPLICANT WILL BE NOTIFIED OF THE PUBLIC HEARING DATE. NOTE: THE CASE ANALYST DOES NOT HAVE THE AUTHORITY TO "HOLD" AN INCOMPLETE APPLICATION NO MATTER HOW SLIGHT THE OMISSION.

THIRD: THE APPLICANT OR HIS AUTHORIZED AGENT MUST BE PRESENT AT THE PUBLIC HEARING.

EXHIBITS

All of the following exhibits and the requested information for each shall be completed. If any exhibit or any requested information is missing or inadequate, the entire application package will be returned to the applicant. No partial applications will be accepted or held by the Development Services Department.

The applicant must submit twenty-five (25) sets of plans at the time of application. Each set of plans, except for the colored exhibit, must be stapled together in the following order (top to bottom):

1. Area Map
2. Existing Facilities Plan
3. Plot Plan
4. Floor Plan
5. Elevations
6. Landscape Plan
7. Sign Program Plan
8. Preliminary Grading Plan
9. Lighting Plan
10. Preliminary Title Report

Plans must also be folded by the applicant to a size approximately 11 inches by 14 inches and in such manner as to show the title block. Plans which are not folded will not be accepted for further processing.

COMPLETE YES	NO
✓	

I. DETAILED DRAWINGS

A. AREA MAP (SEE ATTACHED EXAMPLE): TWENTY-FIVE (25) COPIES DRAWN AT A SCALE OF 1" = 100' OR 1" = 200' REDUCED TO 8 1/2" x 11" (MAXIMUM SIZE) AND INCLUDING THE FOLLOWING:

1. NORTH ARROW, SCALE, AND TITLE BLOCK (APPLICANT'S NAME AND DATE DRAWN).
2. SHOW ALL THE PROPERTIES WITHIN 300' OF THE SUBJECT PROPERTY, WITH THE SUBJECT PROPERTY CLEARLY DESIGNATED.
3. SHOW ASSESSOR'S BOOK, BLOCK, AND PARCEL NUMBERS FOR THE SUBJECT PROPERTY AND ALL PROPERTIES WITHIN 300'.
4. SHOW ALL STREETS AND THEIR NAMES.
5. SHOW ALL COUNTY AND MUNICIPAL BOUNDARIES.

COMPLETE
YES NO

____ ____ B. EXISTING FACILITIES PLAN (SEE ATTACHED EXAMPLE) - 30" x 42" (MAXIMUM SIZE)

TWENTY-FIVE (25) COPIES DRAWN AT THE SAME SCALE AS THE SITE PLAN AND AT A SCALE LARGE ENOUGH TO CLEARLY INDICATE ALL THE FOLLOWING:

1. NORTH ARROW, SCALE, AND TITLE BLOCK.

2. SHOW PROPERTY LINES OF THE SUBJECT PROPERTY AND DIMENSIONS OF EACH.

3. SHOW EXISTING BUILDING LOCATIONS DIMENSIONED TO SHOW BUILDING SIZES, SETBACKS, DISTANCE BETWEEN BUILDINGS, ETC.

4. SHOW AND LABEL EXISTING ADJACENT STREETS AND DRIVES, INCLUDING ANY NECESSARY DEDICATIONS AND MEDIANS DIMENSIONED TO SHOW WIDTHS AND DISTANCE FROM STREET CENTERLINES. SHOW ALL DRIVEWAYS ON OPPOSITE SIDE OF STREET FROM PROJECT.

5. SHOW ALL EXISTING SIGNS INCLUDING LOCATIONS, SIZE, HEIGHT AND TYPE.

6. SHOW AND LABEL ALL EXISTING WATER, SEWER AND UTILITY LINES SERVING THE SUBJECT PROPERTY.

7. SHOW AND LABEL ALL EXISTING EASEMENTS (UTILITY, VEHICULAR ACCESS, PARKING, ETC.) AFFECTING THE SUBJECT PROPERTY, AND WHICH ARE DESCRIBED IN THE TITLE REPORT.

8. SHOW ALL EXISTING TREES LOCATED ON THE SITE. INDICATE TYPE (LATIN AND COMMON NAME) AND APPROXIMATE SIZE (CALIPHER AND HEIGHT).

9. SHOW ALL EXISTING PERIMETER FENCES AND WALLS LABELING EACH AS TO MATERIAL TYPE, HEIGHT, AND CONDITION.

10. SHOW ALL STRUCTURES, FENCES, AND WALLS LOCATED ON CONTINGUOUS PROPERTIES AND WITHIN 30 FEET OF THE SUBJECT PROPERTY. FOR RESIDENTIAL PROJECTS INDICATE THE USE OF BUILDINGS ON ADJACENT PROPERTY AND IDENTIFY BUILDING FRONTS, SIDES, AND REAR.

COMPLETE YES	NO
✓	

C. PLOT PLAN (SEE ATTACHED EXAMPLE) - 30" x 42" (MAXIMUM SIZE)

TWENTY-FIVE (25) COPIES DRAWN AT A SCALE LARGE ENOUGH TO CLEARLY INDICATE ALL THE FOLLOWING:

1. NORTH ARROW, SCALE, AND TITLE BLOCK, INCLUDING THE NAME AND TELEPHONE NUMBER OF THE PERSON PREPARING THE PLAN.

2. SHOW PROPERTY LINES OF THE SUBJECT PROPERTY AND DIMENSIONS OF EACH.

3. SHOW PROPOSED BUILDING LOCATIONS, DIMENSIONED, TO SHOW BUILDING SIZES, SETBACKS, DISTANCE BETWEEN BUILDINGS, ETC.

4. SHOW AND LABEL PROPOSED STREETS AND DRIVES, INCLUDING ANY NECESSARY DEDICATIONS, AND DIMENSIONED TO SHOW WIDTHS AND DISTANCE FROM STREET CENTERLINES.

5. SHOW ALL PROPOSED PARKING SPACES AND AISLES, INCLUDING DIMENSIONS.

6. SHOW ALL PROPOSED SIGNS INCLUDING LOCATION AND DIMENSIONS, WITH REFERENCE TO SIGN PROGRAM.

7. SHOW ALL STRUCTURES ON CONTIGUOUS PROPERTIES WITHIN 30 FEET OF THE SUBJECT PROPERTY.

8. SHOW ALL PROPOSED WALLS AND FENCES, AND LABEL EACH AS TO TYPE AND DIMENSIONS ON THE SUBJECT PROPERTY.

9. SHOW ALL LANDSCAPED AREAS AND DIMENSIONS OF EACH.

10. SHOW THE FOLLOWING INFORMATION IN TABULAR FORM:

    a. NET SIZE OF PARCEL.

    b. TOTAL SQUARE FEET OF PARKING AREA, INCLUDING AREAS USED FOR INGRESS OR EGRESS, DRIVES, AISLES, STALLS, MANEUVERING, AND LANDSCAPING WITHIN PARKING AREA.

    c. TOTAL LANDSCAPING AREA WITHIN PARKING AREA IN SQUARE FEET AND AS PERCENT OF TOTAL PARKING AREA.

COMPLETE
YES NO

C. PLOT PLAN (continued)

d. BUILDING AREA, COVERAGE AND HEIGHT.

e. TOTAL NUMBER OF PARKING SPACES ON THE SITE AND NUMBER OF COMPACT AND HANDICAPPED SPACES, AND PERCENTAGES OF EACH.

f. TOTAL SQUARE FEET OF LANDSCAPED AREA INCLUDING SETBACKS AND (c.), ABOVE.

11. FOR RESIDENTIAL PROJECTS, SHOW THE FOLLOWING INFORMATION IN TABULAR FORM:

a. NUMBER OF UNITS.

b. TOTAL BUILDING COVERAGE IN SQUARE FEET AND AS A PERCENT OF SITE AREA.

c. TOTAL NUMBER OF COVERED AND GUEST PARKING SPACES, BOTH COMPACT AND REGULAR SIZE SPACES AND PERCENTAGES OF EACH.

d. TOTAL SQUARE FEET OF ALL COMMON RECREATION AREAS AND AVERAGE COMMON AREA PER UNIT.

e. FOR RESIDENTIAL PROJECTS, SHOW ALL COMMON RECREATION AREAS AND PRIVATE PATIO AREAS AND DIMENSIONS OF EACH.

f. DENSITY AS SQUARE FEET PER UNIT.

g. DENSITY AS NUMBER OF UNITS PER ACRE.

h. NUMBERS OF ONE- TWO- AND THREE-BEDROOM UNITS AND SQUARE FOOTAGES OF EACH TYPE.

i. BUILDING HEIGHT.

j. TOTAL LANDSCAPE AREA WITHIN PARKING AREA IN SQUARE FEET AND AS PERCENT OF PARKING AREA.

k. TOTAL SQUARE FEET OF LANDSCAPED AREA, INCLUDING SETBACKS AND (i.), ABOVE, BUT EXCLUDING COMMON AND PRIVATE RECREATION AREA.

13. FOR RESIDENTIAL PROJECTS SHOW TENANT PARKING ALLOCATION PLAN.

14. FOR COMMERCIAL PROJECTS, INDICATE PROPOSED USES AND THE AMOUNT OF SQUARE FOOTAGE FOR EACH USE.

15. FOR ALL PROJECTS, INDICATE PROPOSED UTILITY METER LOCATIONS AND ELECTRICAL TRANSFORMERS.

COMPLETE
YES NO

D. FLOOR PLANS (SEE ATTACHED EXAMPLE) - 30" x 42" (MAXIMUM SIZE)

TWENTY-FIVE (25) COPIES OF THE FLOOR PLANS, FULLY DIMENSIONED, CONTAINING THE FOLLOWING INFORMATION:

1. TYPES: ONE OF EACH FLOOR OF EACH TYPE UNIT OR BUILDING PROPOSED.

2. SCALE: ANY STANDARD SCALE LARGE ENOUGH TO SHOW CLEARLY THE DETAILS OF THE FLOOR LAYOUT.

3. TITLE BLOCK.

4. EACH SEPARATE FLOOR PLAN SHALL INDICATE OVERALL SQUARE FOOTAGE AND ROOM SIZES.

5. EACH RESIDENTIAL FLOOR PLAN SHALL SHOW FULLY DIMENSIONED PATIO/BALCONY AREAS.

6. ALL FLOOR PLANS SHALL INDICATE ELECTRICAL OUTLETS (INCLUDING GARAGE AREA).

E. ELEVATIONS (SEE ATTACHED SAMPLE) - 30" x 42" (MAXIMUM SIZE)

ELEVATIONS ARE REQUIRED. PLEASE SUBMIT TWENTY-FIVE (25) COPIES OF ELEVATIONS, FULLY DIMENSIONED, CONTAINING THE FOLLOWING INFORMATION:

1. TYPES: ELEVATION OF THE FOUR (4) SIDES OF EACH BUILDING TYPE PROPOSED ON THE SITE.

2. SCALE: 1/8" = 1' -0" OR ANY SCALE LARGE ENOUGH TO SHOW CLEARLY THE DETAILS OF THE DEVELOPMENT.

3. ALL EXTERIOR BUILDING MATERIALS LABELED AND IDENTIFIED.

4. ALL ROOF, WINDOW, AND DOOR HEIGHTS SHALL BE DIMENSIONED.

5. TITLE BLOCK.

* NOTE: ALL PORTIONS OF THE ELEVATIONS SHALL BE PLAINLY VISIBLE, UNOBSTRUCTED BY CONCEPTUAL LANDSCAPING ITEMS (TREES, SHRUBS, ETC.) OR OTHER OPAQUE FEATURES. HOWEVER,

COMPLETE
YES NO

E. ELEVATIONS (continued)

THE APPLICANT MAY SUBMIT EITHER A SUPPLEMENTAL SHEET SHOWING BUILDING ELEVATIONS WITH THE LANDSCAPING, SIGNS OR OTHER ARCHITECTURAL FEATURES ADDED OR AN ARTIST'S RENDERING OF THE PROPOSED PROJECT.

F. ROOF PLAN: A ROOF PLAN (BIRD'S EYE VIEW) SHALL BE SUBMITTED FOR EACH BUILDING TYPE.

G. LANDSCAPE PLAN: A LANDSCAPE PLAN SHALL BE SUBMITTED. THIS PLAN SHALL INDICATE TYPE, COMMON AND LATIN NAME, SIZE AND LOCATION OF TREES, AND TYPE AND LOCATION OF SHRUBS AND GROUNDCOVERS. EXISTING TREES ON SITE TO BE INCORPORATED INTO THE PROPOSED PROJECT SHOULD ALSO BE SHOWN. PLAN SHALL TAKE INTO ACCOUNT ANY GRADE DIFFERENCES AS SHOWN ON PRELIMINARY GRADING PLAN.

H. SIGN PROGRAM PLAN (SEE ATTACHED EXAMPLES): TWENTY-FIVE (25) COPIES REDUCED TO 8 1/2" X 11" (MAXIMUM SIZE) AND INCLUDING THE FOLLOWING:

1. PYLON SIGNS (5 ACRE MINIMUM LOT SIZE REQUIRED)

   a. LOCATION, NUMBER, AND HEIGHT (ABOVE FINISHED GRADE).

   b. SQUARE FOOTAGE OF SIGN FACE PLUS OVERALL DIMENSIONS.

   c. COLOR AND STYLE OF LETTERS, TRIM, AND BACKGROUND CLEARLY DESIGNATED.

   d. NUMBER OF TENANTS.

   e. ELEVATION OF SIGN WITH MATERIALS AND COLORS CLEARLY DESIGNATED.

   f. SAMPLE COLOR CHIPS OF EACH COLOR USED OR COLORED PLANS.

2. MONUMENT SIGNS

   a. LOCATION, NUMBER, AND HEIGHT.

   b. SQUARE FOOTAGE OF SIGN FACE PLUS OVERALL DIMENSIONS.

   c. COLOR AND STYLE OF LETTERS, TRIM, AND BACKGROUND.

COMPLETE
YES NO

H. SIGN PROGRAM PLAN (continued)

d. ELEVATION ABOVE FINISHED GRADE, SIGN WITH MATERIALS AND COLORS INDICATED.

f. SAMPLE COLOR CHIPS OF EACH COLOR USED OR COLORED PLANS.

3. WALL SIGNS

a. APPLICANT SHALL SUBMIT BUILDING ELEVATIONS INCORPORATING TYPICAL WALL SIGNAGE (SINGLE CHANNEL LETTERS OR CAN SIGNAGE) FOR EACH PROPOSED TENANT OR USE, INCLUDING A DETAIL INDICATING SIZE, HEIGHT, AND COLORS. THESE ELEVATIONS SHALL BE SEPARATE FROM THE BUILDING ELEVATIONS REQUIRED AS PART OF THE SITE PLAN SUBMITTAL.

4. OTHER SIGNAGE (IF APPLICABLE)

a. DIRECTIONAL SIGNS, LOGOS, CANOPY SIGNS, ETC., MAY BE REQUIRED DEPENDING ON TYPE OF PROJECT AND LOCATION. SIGNAGE SHALL COMPLY WITH ALL CODE PROVISIONS.

____ ____ I. PRELIMINARY GRADING PLAN AND CROSS SECTIONS: A PRELIMINARY GRADING PLAN AND CROSS SECTION INDICATING ANY EXISTING OR PROPOSED GRADE CHANGE AND ITS RELATIONSHIP TO THE PROJECT IS TO BE SUBMITTED ONLY IF THE PROPOSED PROJECT IS LOCATED WITHIN A FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

____ ____ J. LIGHTING PLAN (IF APPLICABLE): A LIGHTING PLAN SHALL BE SUBMITTED IN CONJUNCTION WITH THE LANDSCAPE PLAN INDICATING THE FOLLOWING:

1. HEIGHT OF LIGHT STANDARDS
2. PLACEMENT
3. METHOD OF SHIELDING
4. DRAMATIC LIGHTING (BUILDING ACCENT, SECURITY, LIGHTING FOR SPECIAL LANDSCAPING EFFECT).

X ____ K. PLAN PHOTOS: 8" x 10" REPRODUCIBLE PHOTOS OF EXISTING FACILITIES PLAN, PLOT PLAN, FLOOR PLAN, ELEVATIONS, SIGN AND LANDSCAPE PLANS MUST BE SUBMITTED.

COMPLETE
YES NO

____ ____ L. COLORED EXHIBIT: ONE OF THE TWENTY-TWO (22) SETS OF PLANS SHALL CONTAIN COLORED EXHIBITS OF THE SITE PLAN AND ELEVATIONS. THE COLORED ELEVATIONS OR RENDERINGS SHALL BE REPRESENTATIVE OF THE FINAL COLOR PLAN FOR THE PROJECT. THE COLORED EXHIBIT SHALL NOT BE FOLDED.

II. OTHER EXHIBITS

THE APPLICANT SHALL SUBMIT ONE COPY OF EACH OF THE FOLLOWING FORMS AND DOCUMENTS:

____ ✓ A. EVIDENCE OF TITLE:

check w/ Kim

EVIDENCE OF TITLE, SECURED THROUGH A TITLE INSURANCE COMPANY VIA A PRELIMINARY TITLE REPORT, SHOWING CURRENT OWNERSHIP AND ENCUMBRANCES (MAJOR DEDICATIONS AND EASEMENTS) IS NEEDED TO SATISFY THE REQUIREMENT THAT THE RECORDED OWNER BE KNOWN AND CONSENTS TO THE FILING OF THE APPLICATION. THE REPORT MUST HAVE BEEN COMPLETED WITHIN SIX (6) MONTHS PRIOR TO FILING THE APPLICATION.

____ ____ B. LETTER OF AUTHORIZATION (FORM ATTACHED TO APPLICATION)

THE LETTER OF AUTHORIZATION IS TO BE SUBMITTED ONLY IF THE APPLICANT IS NOT THE RECORDED OWNER OF THE PROPERTY. THE RECORDED OWNER MUST SIGN THE LETTER OF AUTHORIZATION AND HAVE IT NOTARIZED.

____ ____ C. LIST OF PROPERTY OWNERS:

THIS LIST IS TO BE SUBMITTED ONLY IN CASES WHERE PROPERTY THAT IS WITHIN 300 FEET OF THE SUBJECT PROPERTY FALLS OUTSIDE OF THE GARDEN GROVE CITY LIMITS. THE LIST SHOULD CONTAIN ONLY THOSE PROPERTY OWNERS AND ADDRESSES FOR THE PROPERTY OUTSIDE THE GARDEN GROVE CITY LIMITS. THESE PROPERTIES ARE TO BE SUBMITTED AS TYPED NAMES AND ADDRESSES ON GUMMED LABELS.

✓ ____ D. ENVIRONMENTAL INFORMATION FORM:

THE FORM MUST BE ACCURATELY COMPLETED, TYPED AND SUBMITTED WITH THE APPLICATION.

COMPLETE
YES NO

III. ADDITIONAL INFORMATION

THE FOLLOWING ITEMS ARE NEEDED IN ORDER TO ACCEPT YOUR APPLICATION AS COMPLETE.

A. _____

B. _____

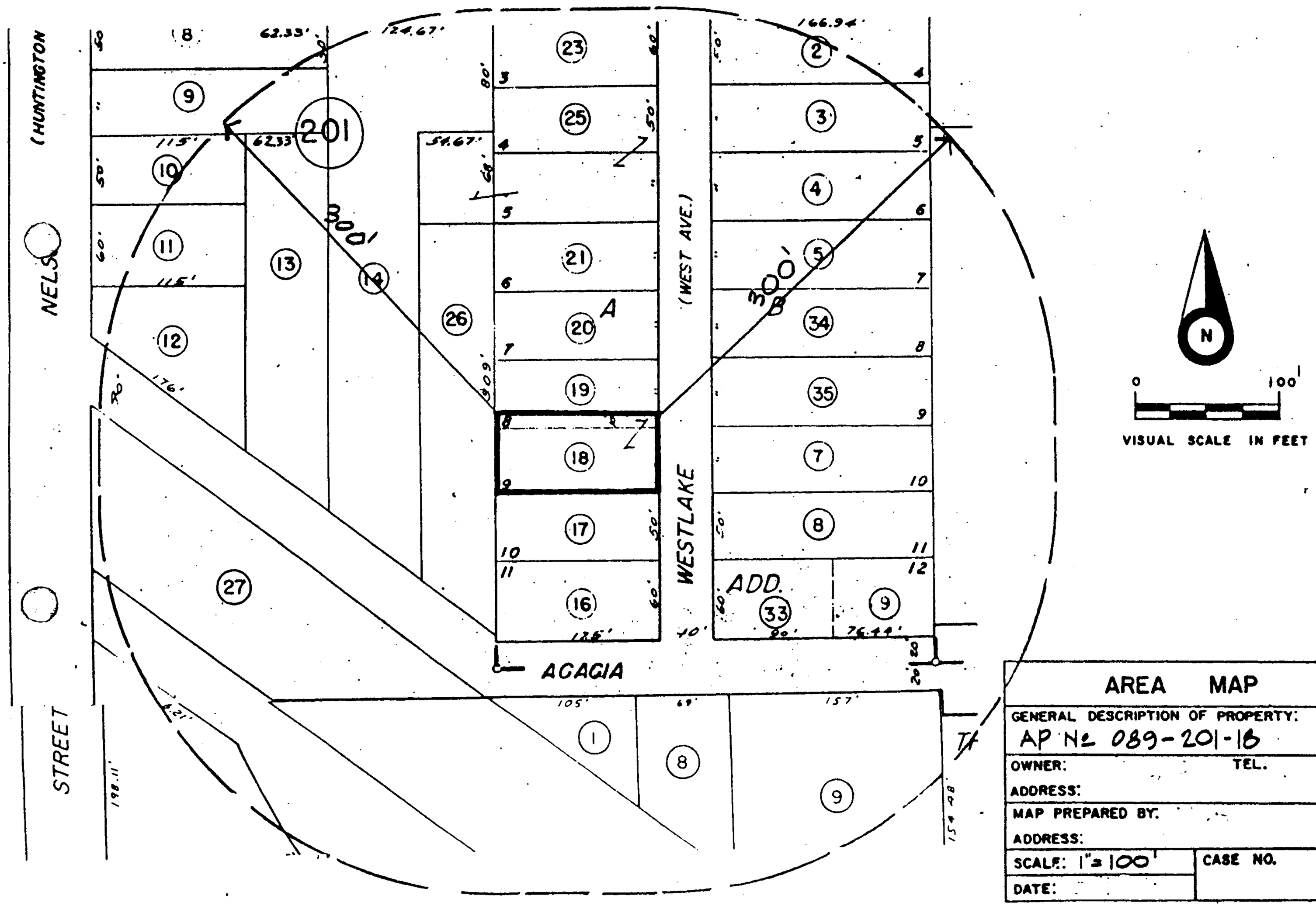
C. _____

D. _____

E. _____

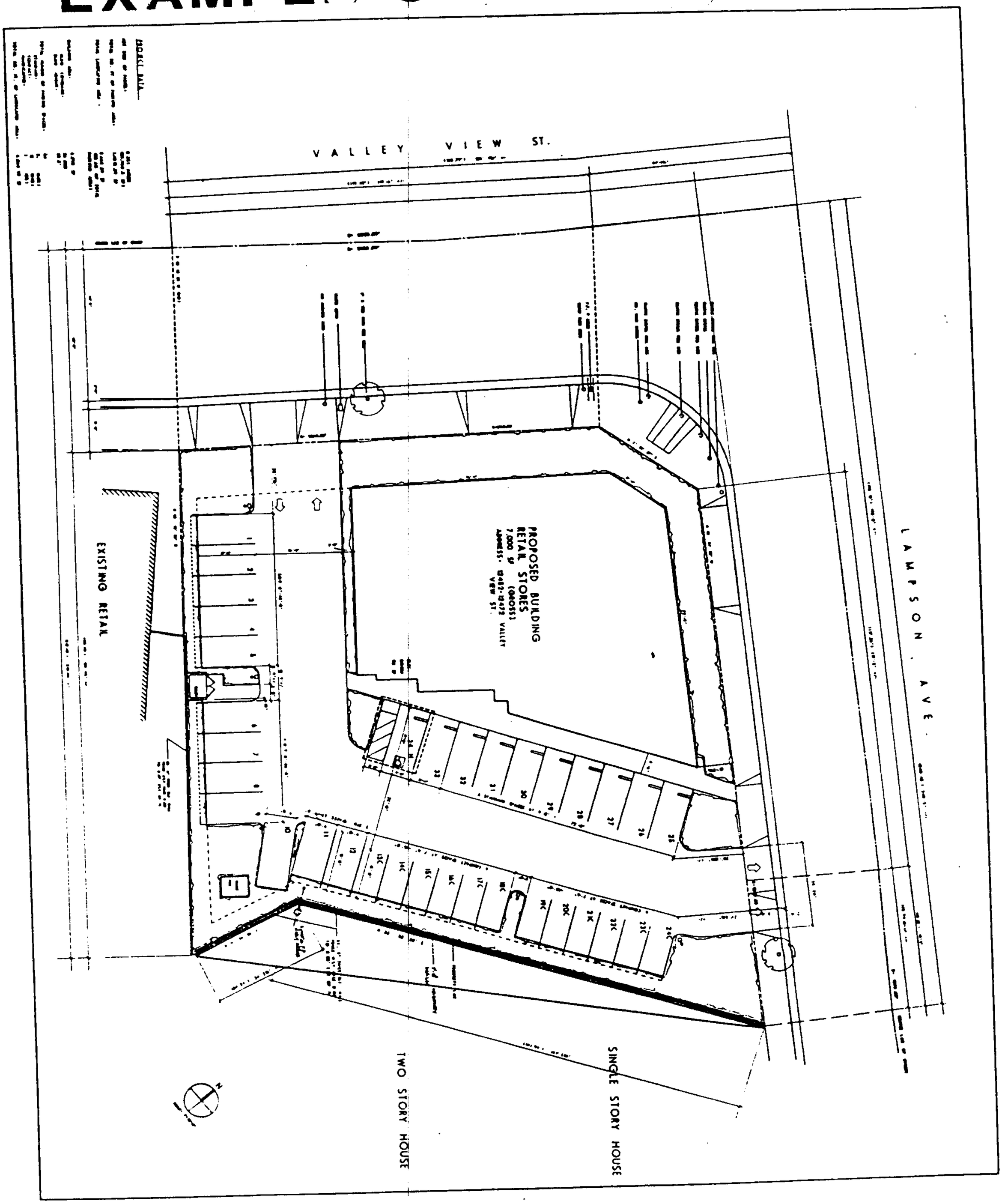
0738R/499A
07/11/90

AREA MAP

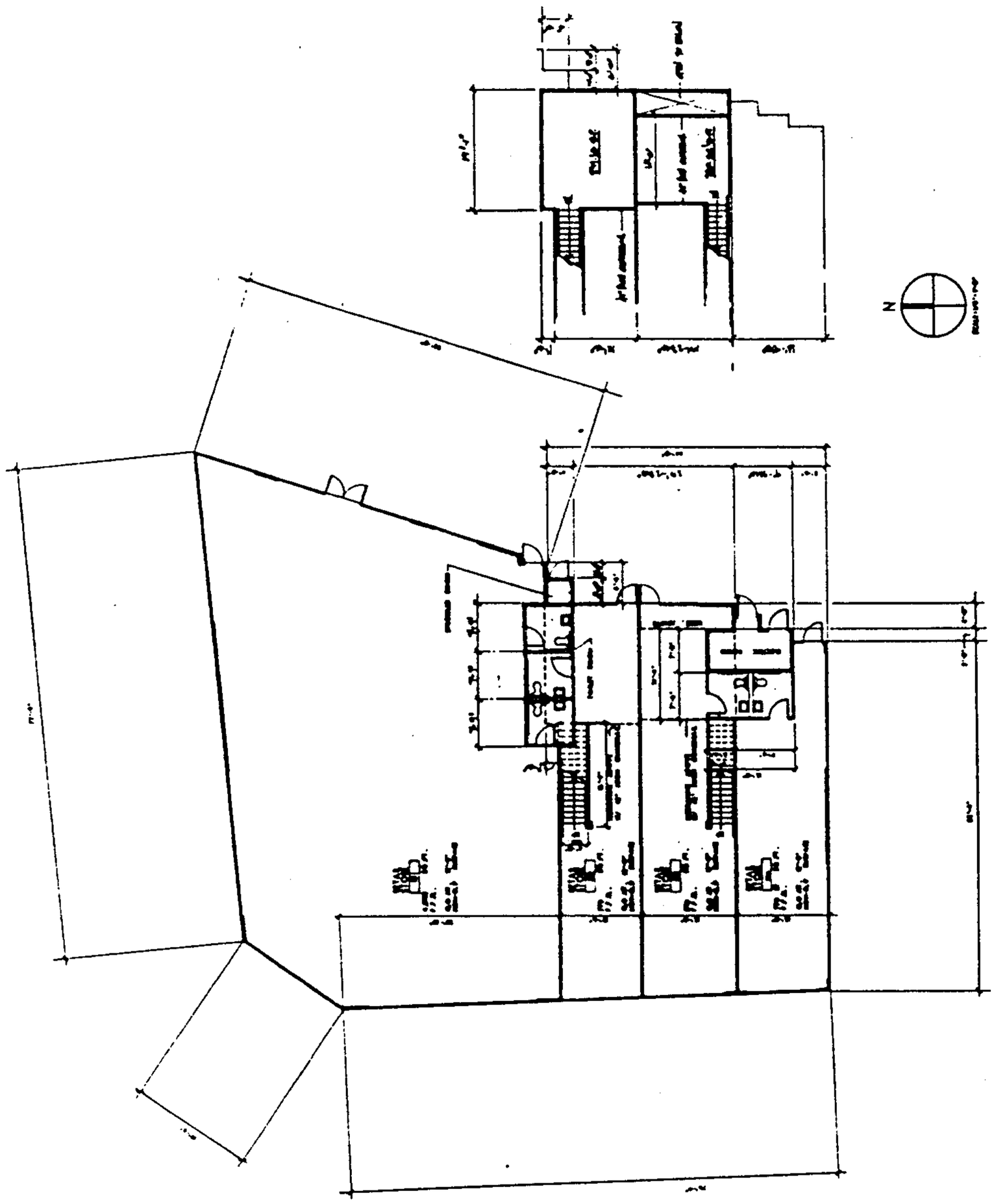


AREA MAP	
GENERAL DESCRIPTION OF PROPERTY: AP No 089-201-18	
OWNER:	TEL.
ADDRESS:	
MAP PREPARED BY:	
ADDRESS:	
SCALE: 1" = 100'	CASE NO.
DATE:	

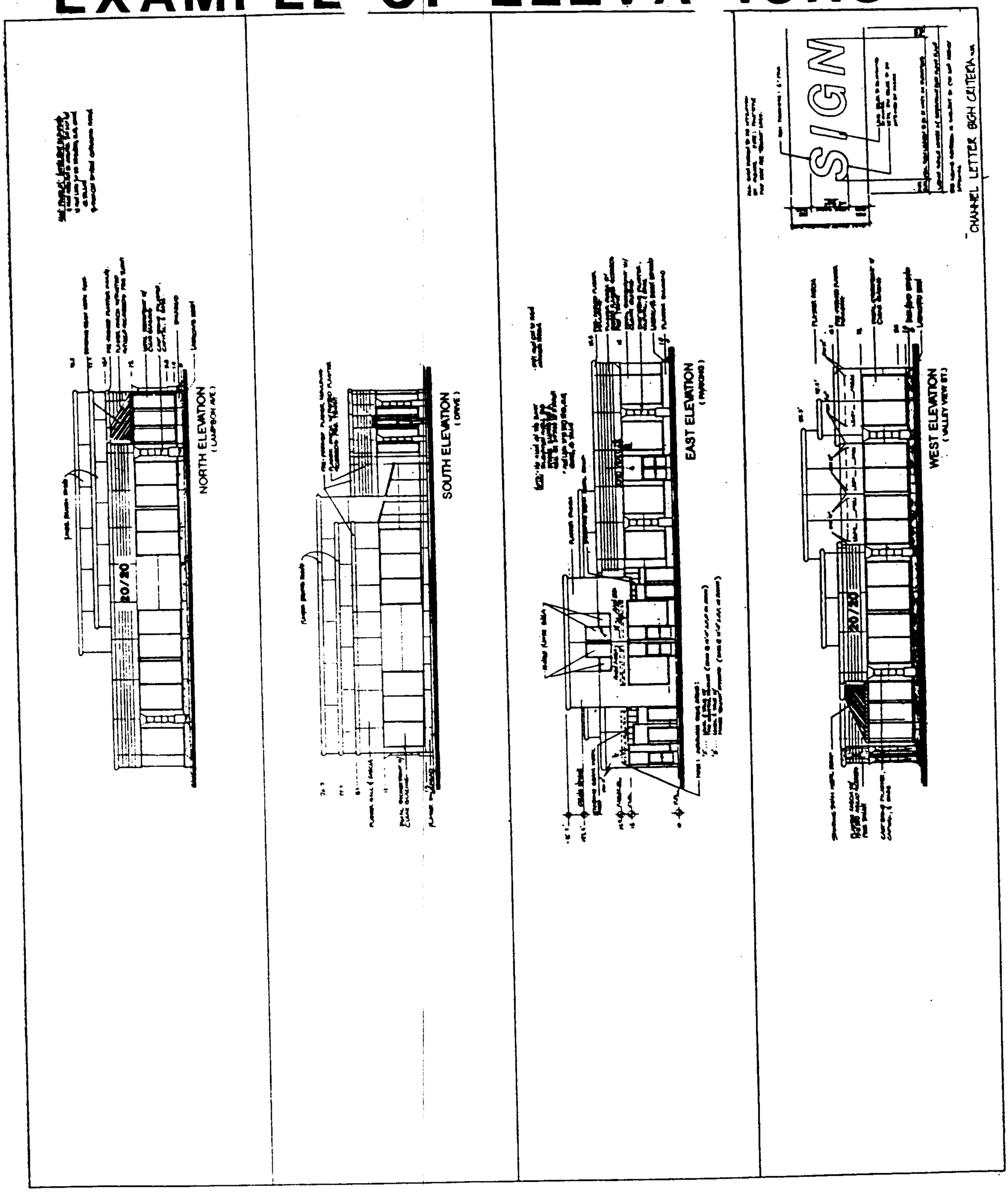
EXAMPLE OF PLOT PLAN



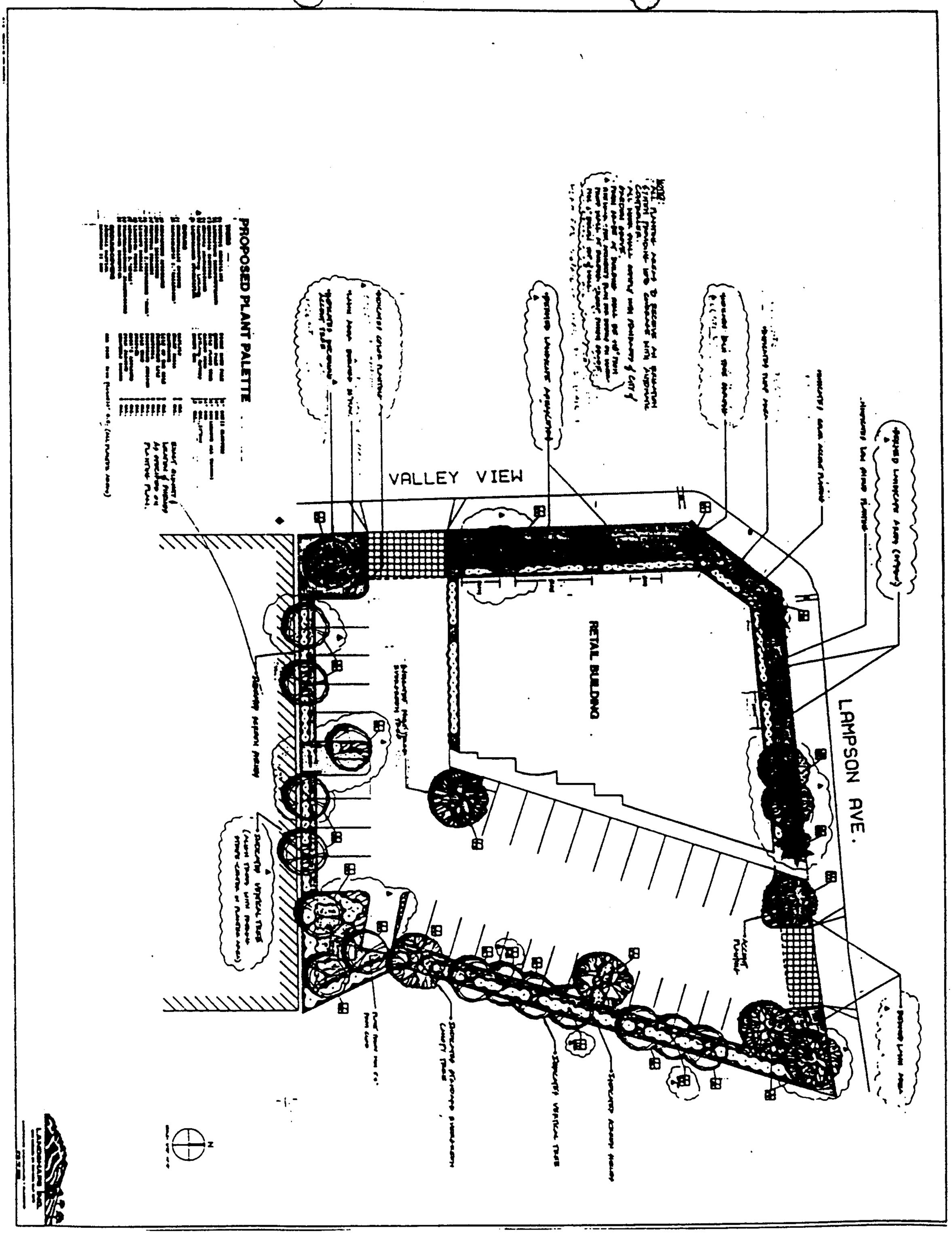
EXAMPLE OF FLOOR PLAN

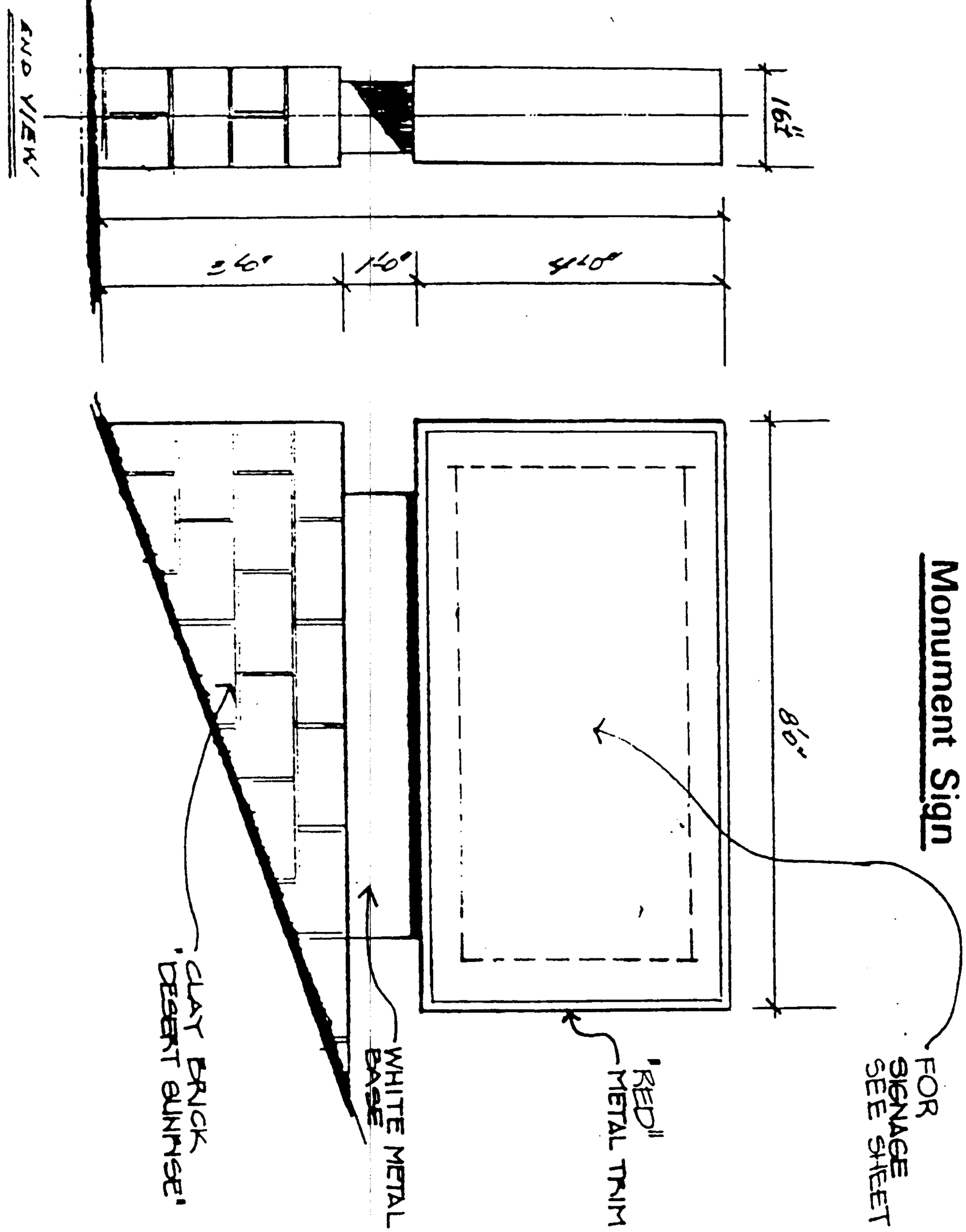


EXAMPLE OF ELEVATIONS



EXAMPLE OF LANDSCAPE PLAN





SAMPLE SIGN CRITERIA

SIGN

3'-0" MAX.

ALL UPPER CASE

Sign

* * *

3'-0" MAX.

LOWER CASE W/ LARGER INITIAL OR
LOWER CASE W/ UPPER CASE INITIAL

SIGN

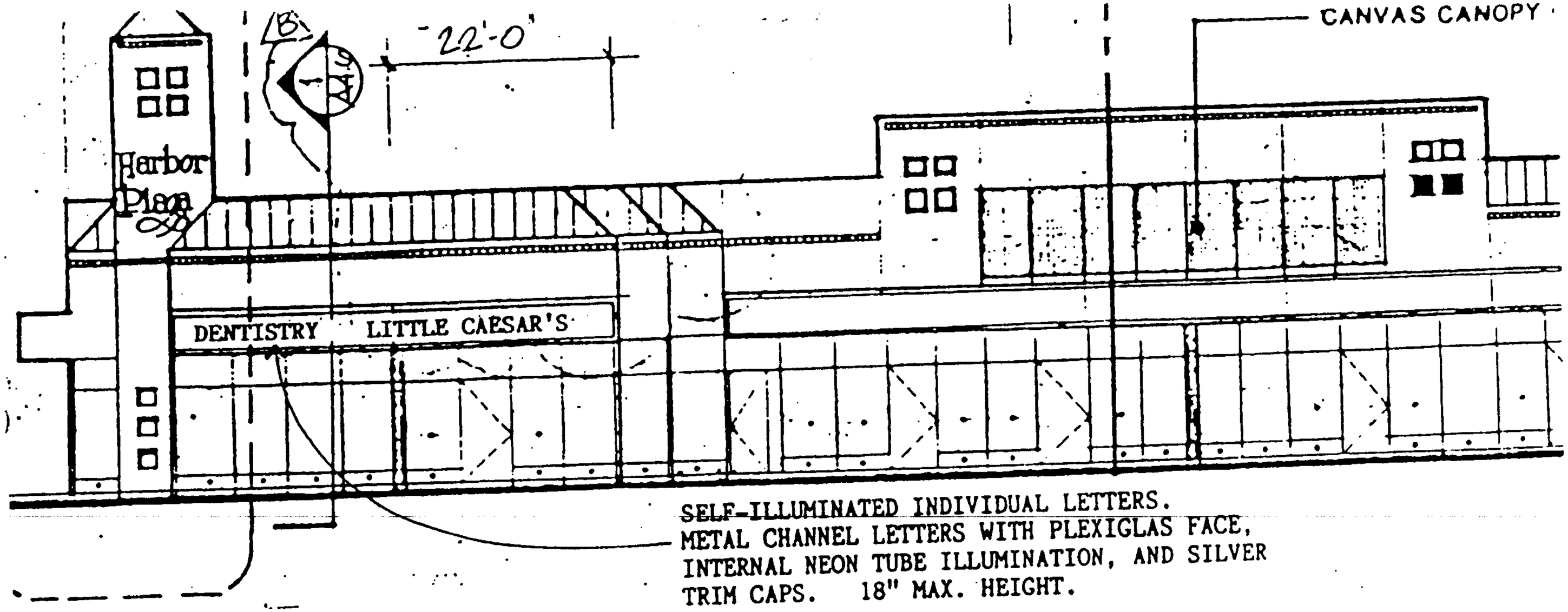
* *

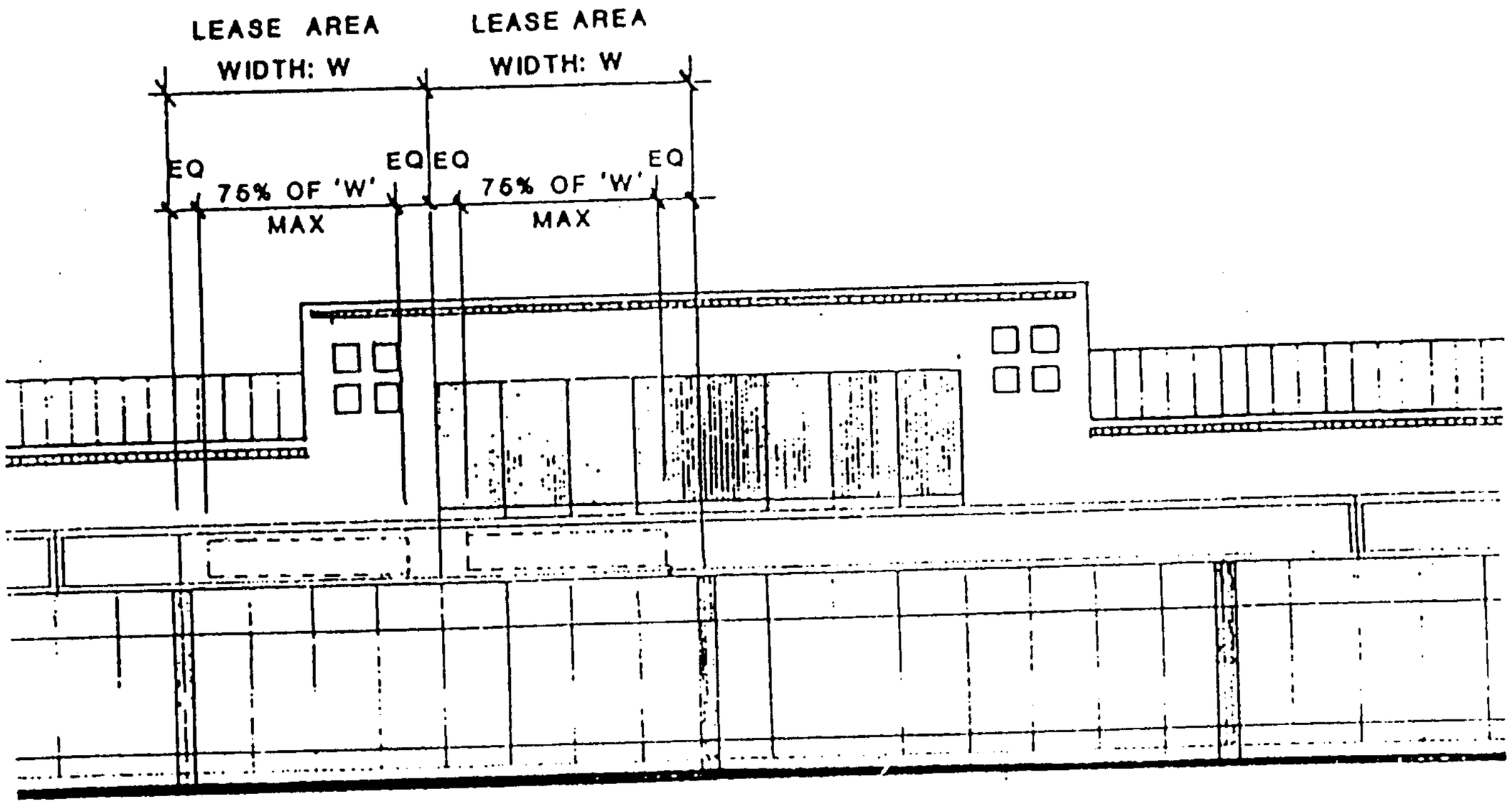
3'-0" MAX.

ALL UPPER CASE W/ LARGER INITIAL

* AS REQUIRED FOR LETTER STYLE

FASCIA SIGN LETTER TYPE & DIMENSIONS





TYPICAL STOREFRONT ELEVATION

BTA

Letter of Transmittal

To: Rosalinh Ung
Planning Department
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842
714.741.5314

Date: July 1, 1998
BTA Job No.: 97004.12
Project Name: GGEC
Time:
Fax No.: 714.741.5578

Sending:

- ☐ Herewith
- ☐ Separate Cover
- ☐

Via:

- ☐ Fax, _____ Pages Including Cover
- ☐ Original to Follow
- ■ Airborne

Remarks:

Rosalinh, here are the Application documents for the Education Center - Phase II project

25 sets - drawings including area map and signage package
3 - color drawings - 2 elevations and one site plan
1 - exterior materials and color board
1 set - overhead transparencies

please let me know if everything did not arrive as expected,

Sincerely

Copies to:

BTA

Greg Doench

If enclosures received are not as listed above, please notify at once

Bobrow/Thomas and Associates
Architects/Planners/Consultants
1001 Westwood Boulevard
Los Angeles, California 90024
Telephone (310) 208-7017
Fax (310) 208-1732

\CDEV008.TRN

BTA

Letter of Transmittal

To: Rosalinh Ung
Planning Department
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842
714.741.5314

Date: July 9, 1998
BTA Job No.: 97004.12
Project Name: GGLC
Time:
Fax No.: 714.741.5578

Sending:

- ☐ Herewith
- ☐ Separate Cover
- ☐

Via:

- ■ Fax, 1 Pages Including Cover
- ☐ Original to Follow
- ☐ Airborne

Remarks:

Rosalinh, here are my calculations for the parking count based on the first formula - 1 space for employee, plus 1 space for every 3 students. This is based on the **maximum allowable by** building code as stated on page 9-94. This method is assuming 1 space for 225sf of retail.

retail = 5,560USF/225 = **25 spaces**
(city of GG factor of 1 space/225sf

office = 11,340USF/100=113 occupants = **113 spaces**
(building code occ. factor is 1 occupant/100sf , City of GG factor is 1 space per eemployee)

instructional = 17,009USF/20 = 850 occupants = **283 spaces**
(building code occ. factor is 1 student/20sf, city of GG parking factor is 1 space per 3 students)

This renders a total space requirement of 421 spaces. The current plan provides 411. Let me know if you have any questions. I will be out of the office all day Friday. Back on Monday.

Copies to:

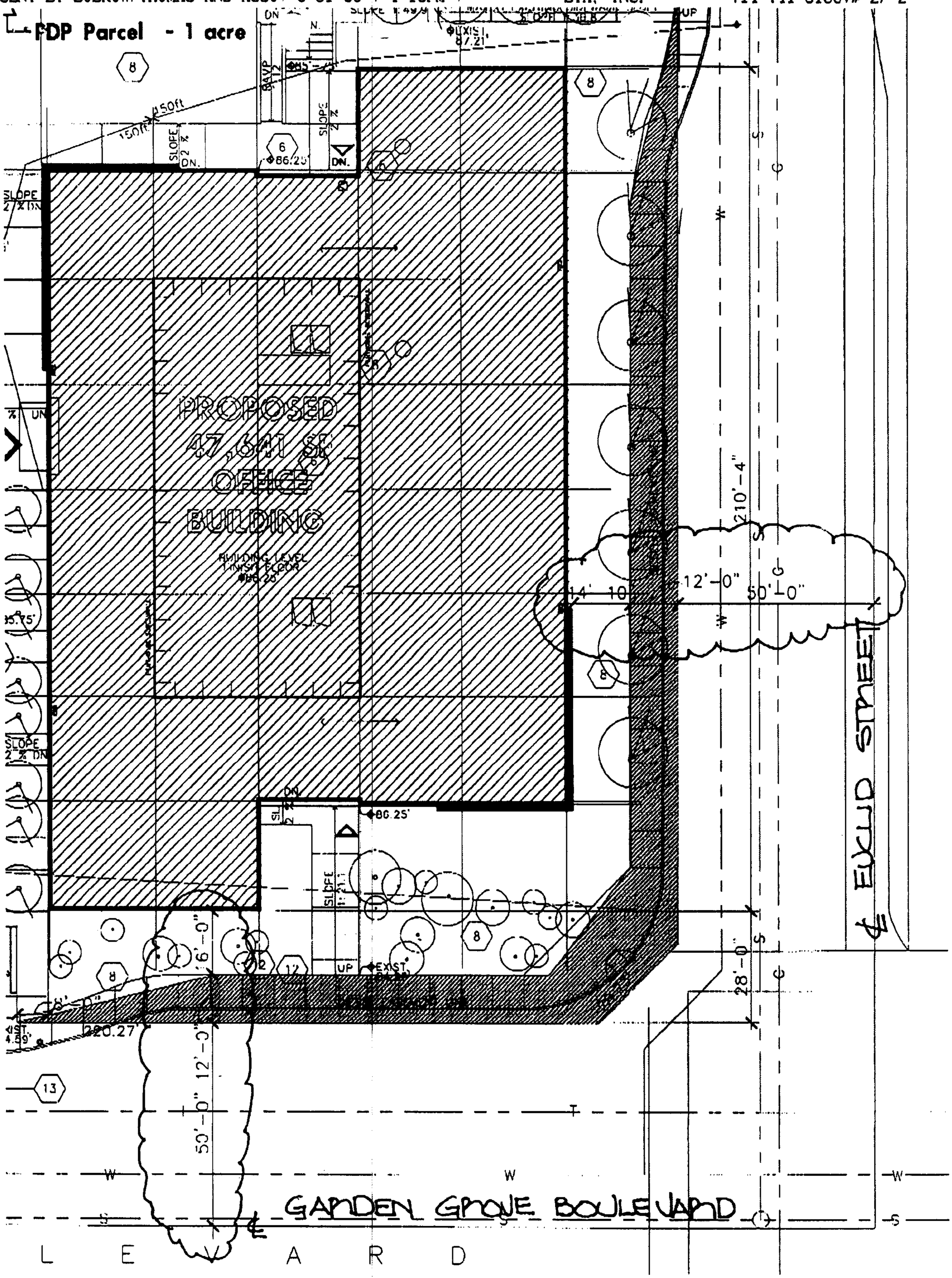
BTA

Greg Doench

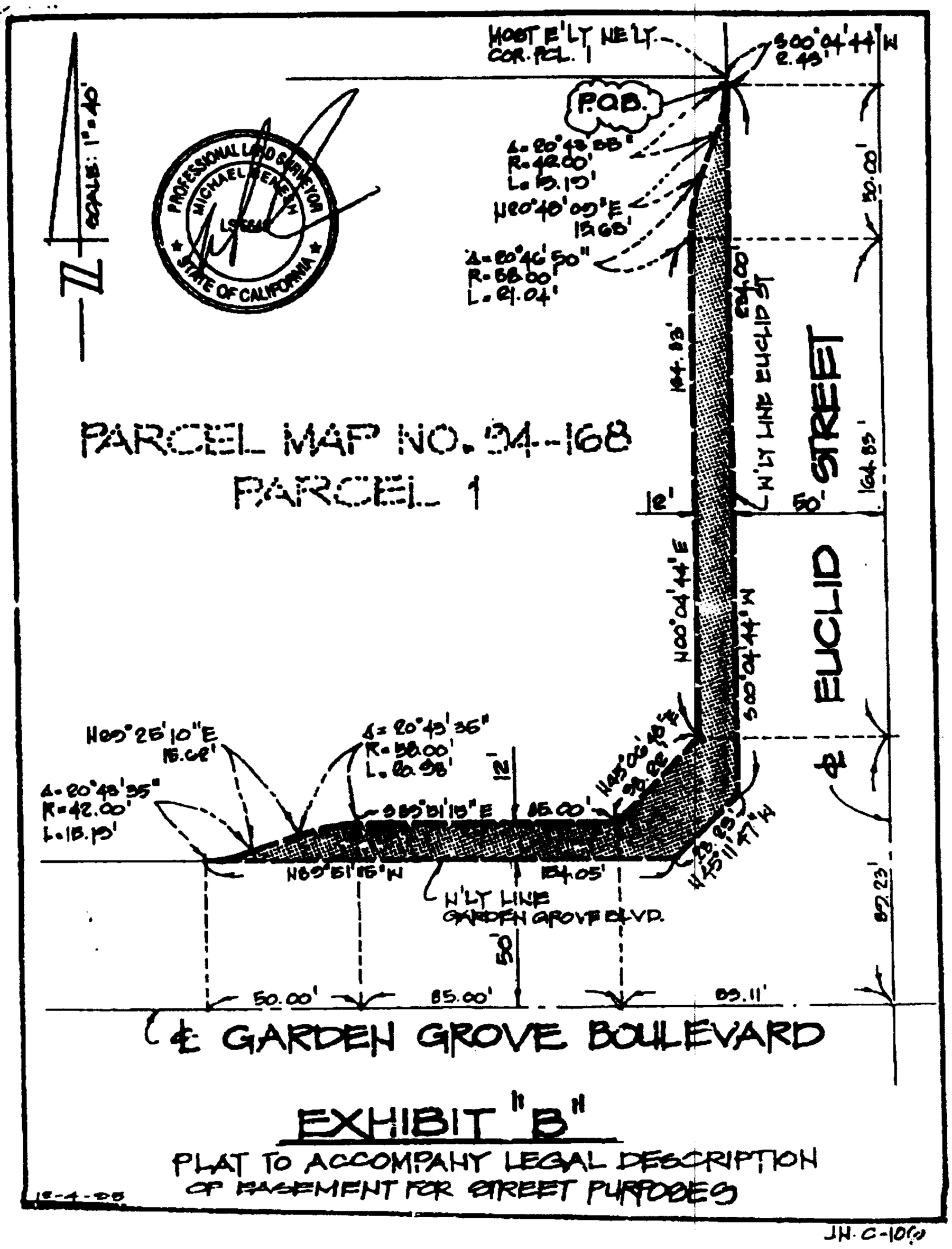
If enclosures received are not as listed above, please notify at once

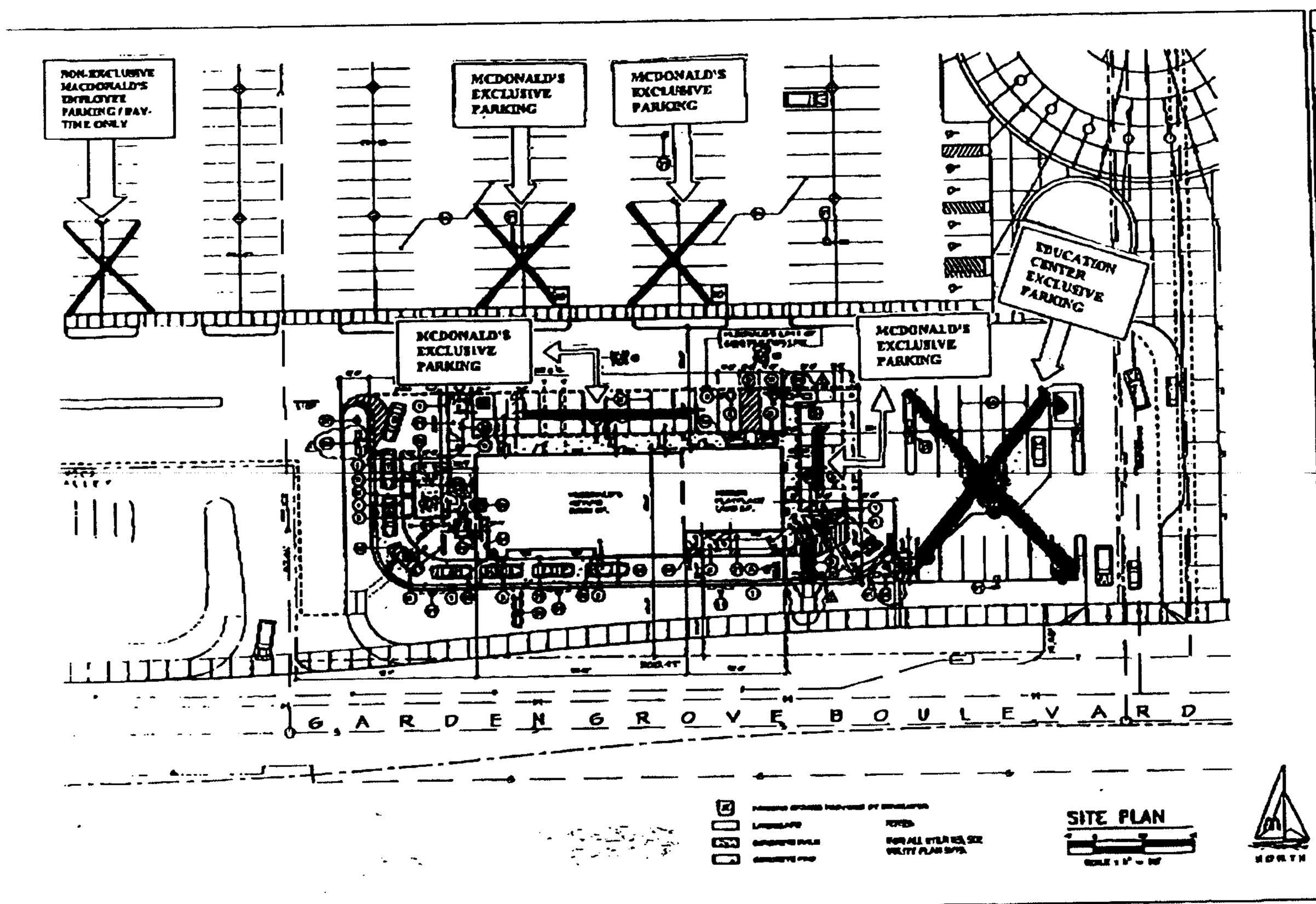
Bobrow/Thomas and Associates
Architects/Planners/Consultants
1001 Westwood Boulevard
Los Angeles, California 90024
Telephone (310) 208-7017
Fax (310) 208-1732

\CDIV009.TRN


FDP Parcel - 1 acre
PROPOSED
47,641 SF
OFFICE
BUILDING
BUILDING LEVEL
FINISH FLOOR
EUCLID STREET
GARDEN GROVE BOULEVARD
LEAVARD
150ft
SLOPE
2 % DN.
86.25'
87.21'
210'-4"
12'-0"
50'-0"
28'-0"
16'-0"
12'-0"
50'-0"
220.27'
EXIST.
UP
DN.

Post-it® Fax Note 7671	Date 8/26	# of pages ▶ 1
To KIM HUY	From BUR	
Co./Dept.	Co. M-K	
Phone #	Phone # 535-1966	
Fax #	Fax #	





KEY NOTES:

VICINITY MAP

SITE DATA

40

MCDONALD'S

11111 GARDEN GROVE BLVD

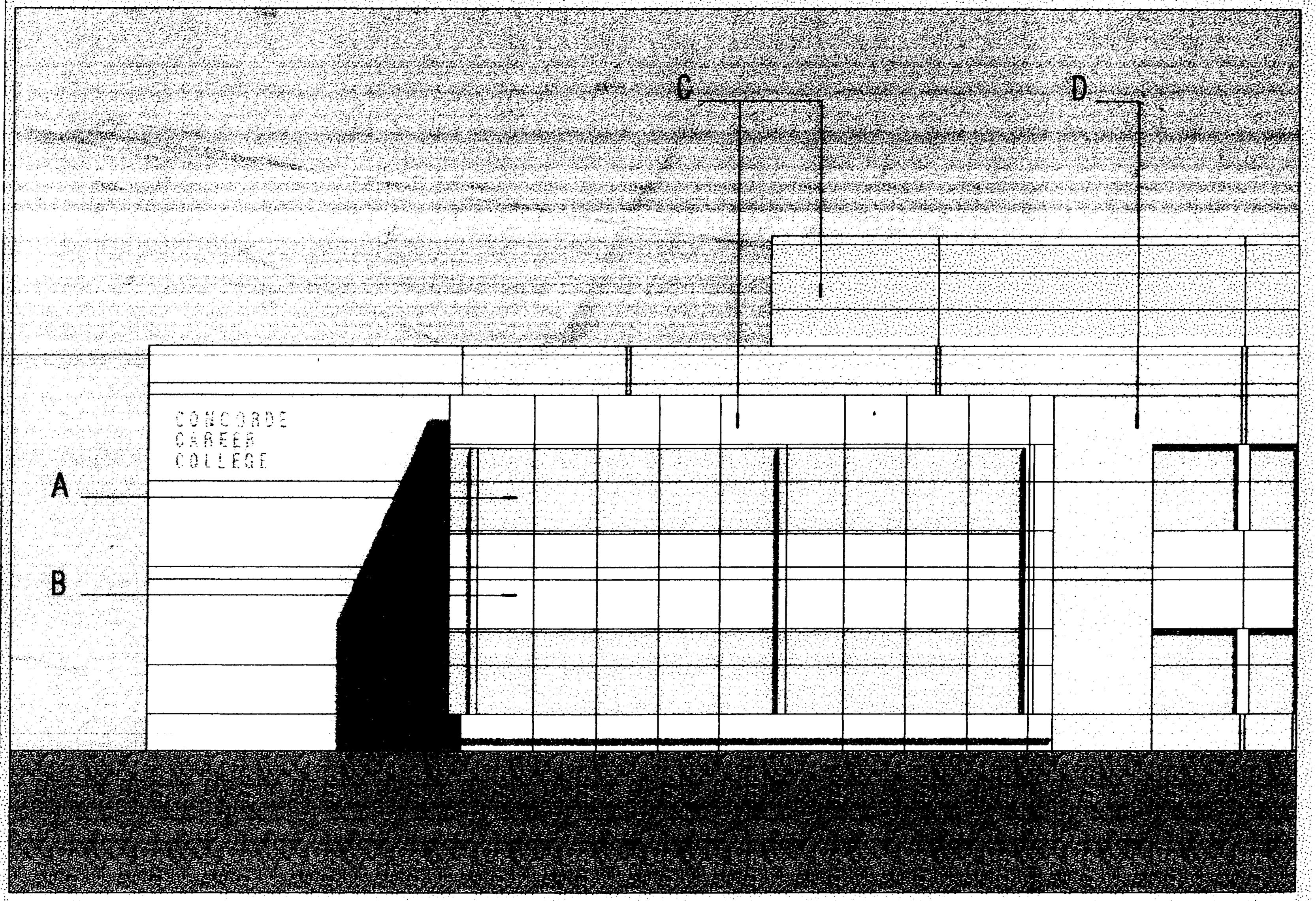
GARDEN GROVE CALIFORNIA

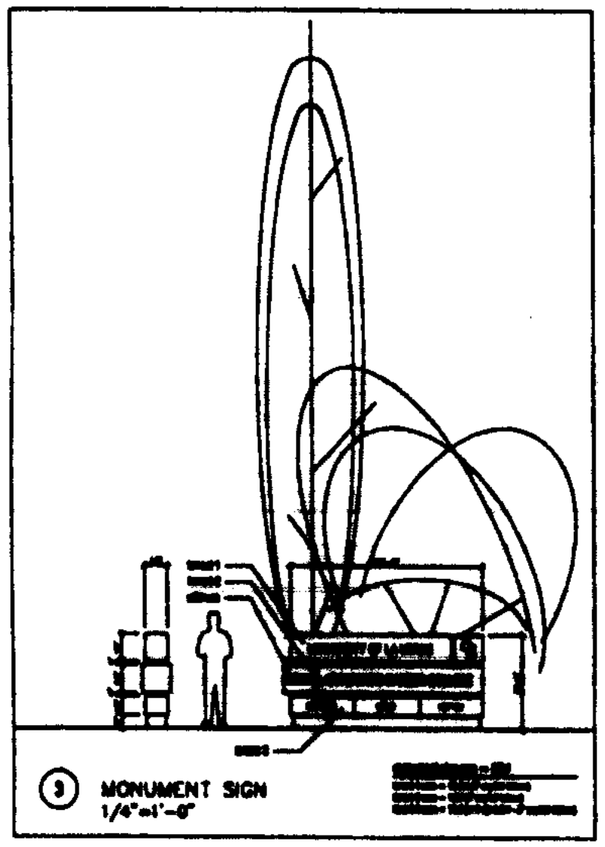
ORANGE

004-3554

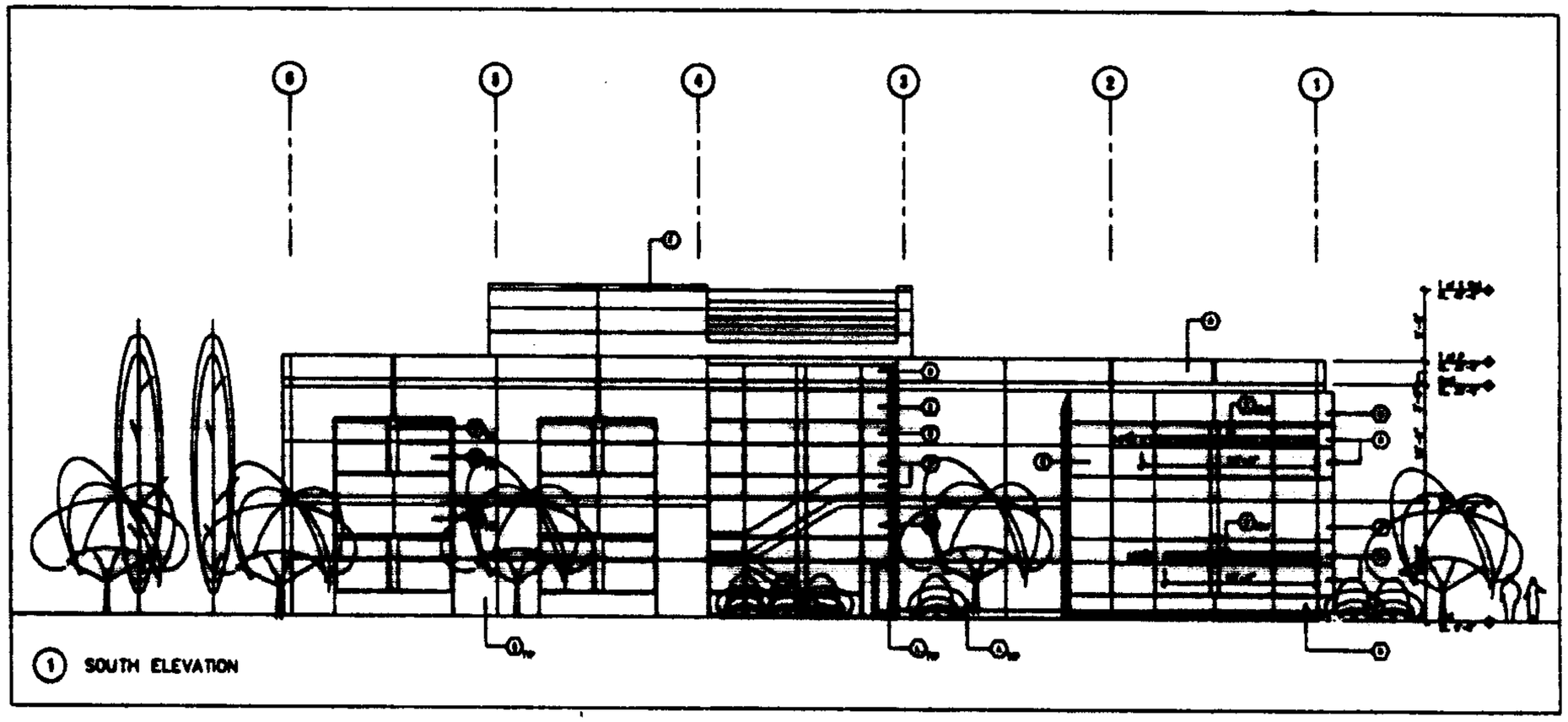
C-1

EXHIBIT C


C
D
CONCORDE
CAREER
COLLEGE
A
B



3 MONUMENT SIGN
1/4"=1'-0"



1 SOUTH ELEVATION

1 - white, painted, single channel letters on precast wall

CONCORDE

H - white, painted, single channel letters on window mullion

UNIVERSITY OF LA VERNE

N - white, painted, single channel letters on entry canopy

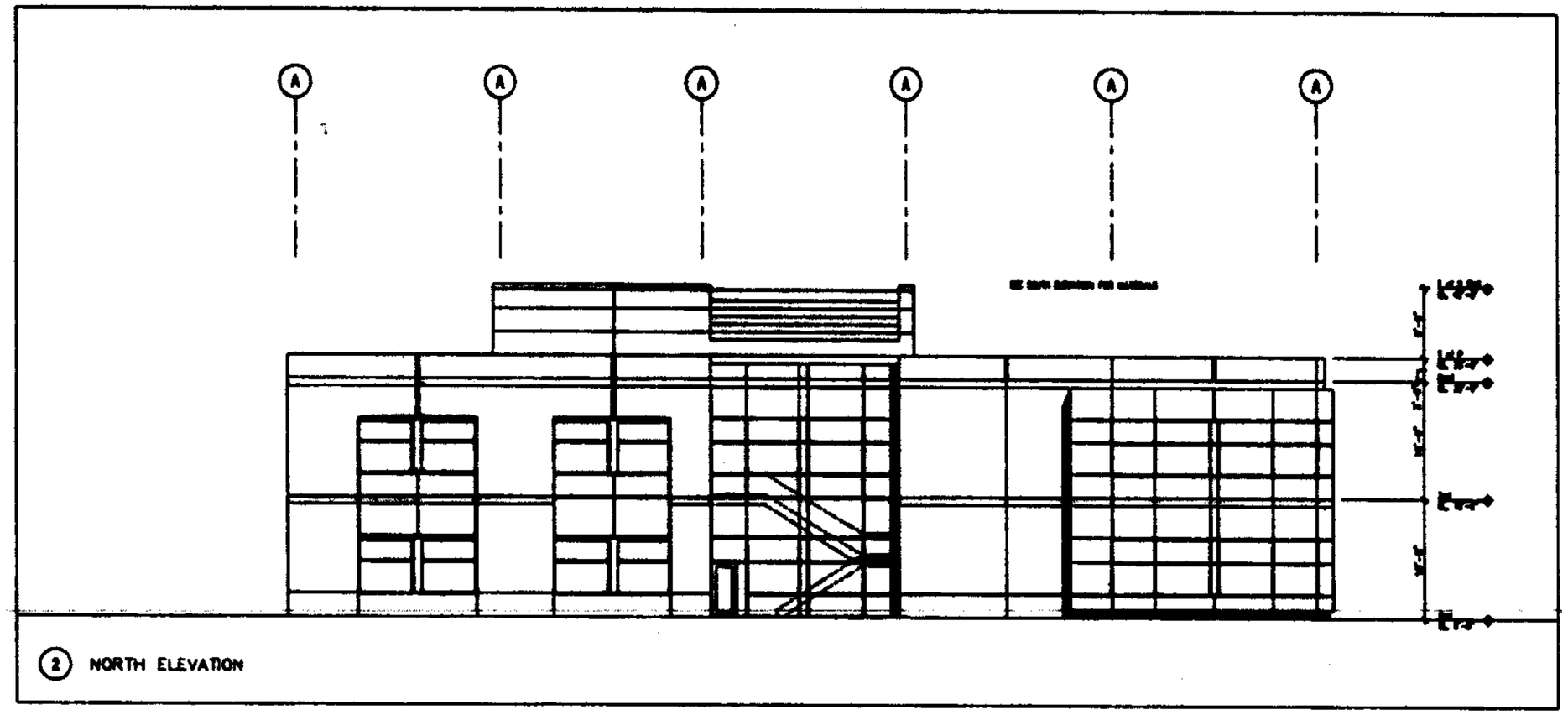
12957
Garden Grove Education Center

N - white, painted, single channel letters on spandrel glass

KINKOS

note: all type to be upper case except type M which is lower case with upper case initial

4 WALL SIGN TYPES



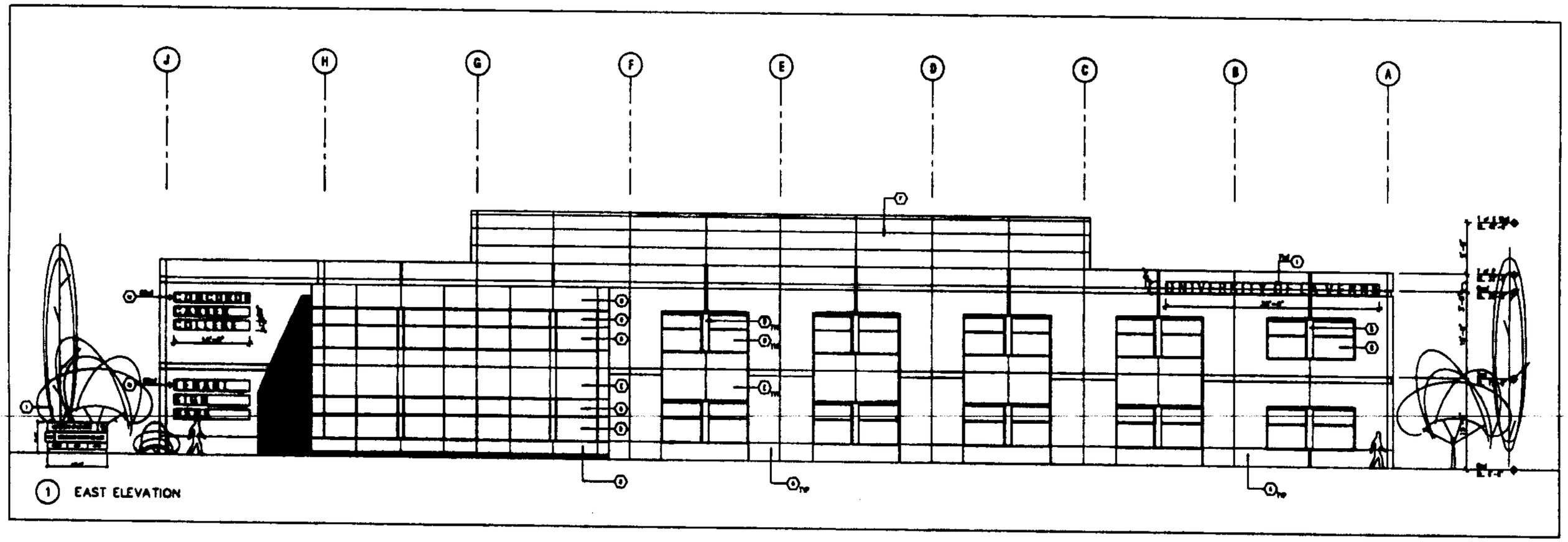
2 NORTH ELEVATION

BTA

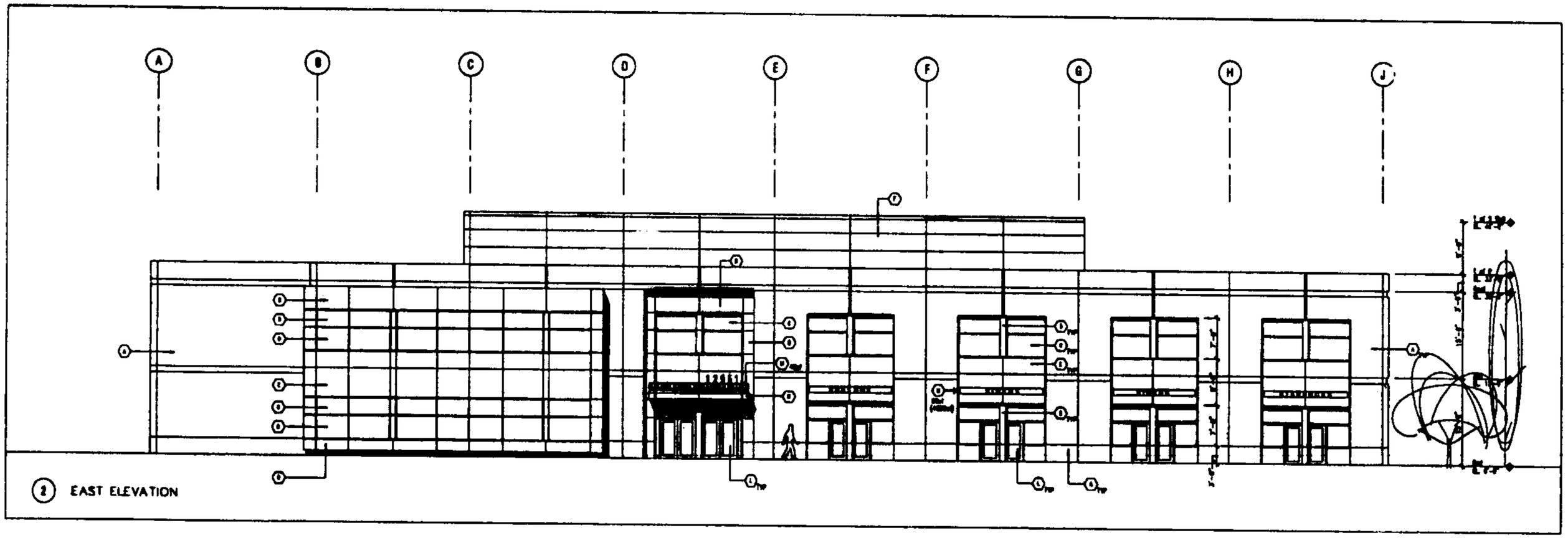
GARDEN GROVE EDUCATION CENTER

Building Elevations

A4.2



1 EAST ELEVATION



2 EAST ELEVATION

MATERIALS LEGEND AND NOTES:

- A PAINTED PRECAST PANEL
- B PAINTED ALUMINUM PANEL
- C PAINTED ALUMINUM WINDOW WITH LOW E GLAZING
- D PAINTED ALUMINUM STOREFRONT WITH LOW E GLAZING
- E TEMPERED SPANDREL GLAZING
- F PAINTED ALUMINUM SCREEN WALL
- G PAINTED ALUMINUM CHANNEL LETTERS APPLIED TO SCREEN WALL
- H PAINTED ALUMINUM CHANNEL LETTERS APPLIED TO PRECAST WALL
- I 8" H x 12" L MONUMENT SIGN
- J PAINTED ALUMINUM & STEEL CANOPY
- K GLAZED ALUMINUM STOREFRONT DOOR
- L PAINTED ALUMINUM CHANNEL LETTERS AND RAISED ATTACHED TO ENTRY CANOPY
- M PAINTED ALUMINUM CHANNEL LETTERS ATTACHED TO SPANDREL GLASS
- N [illegible]
- O [illegible]
- P [illegible]

SIGNAGE NOTES

1. SEE 3 & 4/A4.0 FOR DETAILS
2. ALLOWABLE WALL SIGNAGE = 472 sf (SINGLE CHANNEL LETTERING - 2sf x 353 lnft of lot frontage)
3. PROPOSED WALL SIGNAGE = 253 sf (SINGLE CHANNEL LETTERING - not identified by individual areas)
4. MONUMENT SIGN AREA = 30 sf

BTA
Bohnett/Thomas and Associates
Architects/Planners/Consultants
[illegible] Westwood Boulevard
Los Angeles, California 90024
T [illegible]
F [illegible]

GARDEN GROVE EDUCATION CENTER

[illegible] Street
Garden Grove, California 92687

OWNER
Pacific Development Partners, LLC
177 Beverly Drive
Beverly Hills, CA 90212
T 310.278.2600
F 310.278.2610

CIVIL ENGINEER
[illegible]

LANDSCAPE ARCHITECT
Wheeler & Associates
[illegible] Centre Road, Suite 130
Tustin, CA 92680
T 714.838.0611
F 714.838.0797

STRUCTURAL ENGINEER
AR & Associates & Associates Inc.
16700 Valley View Avenue, Suite 270
La Mirada, CA 90620
T 714.522.0011
F 714.522.1149

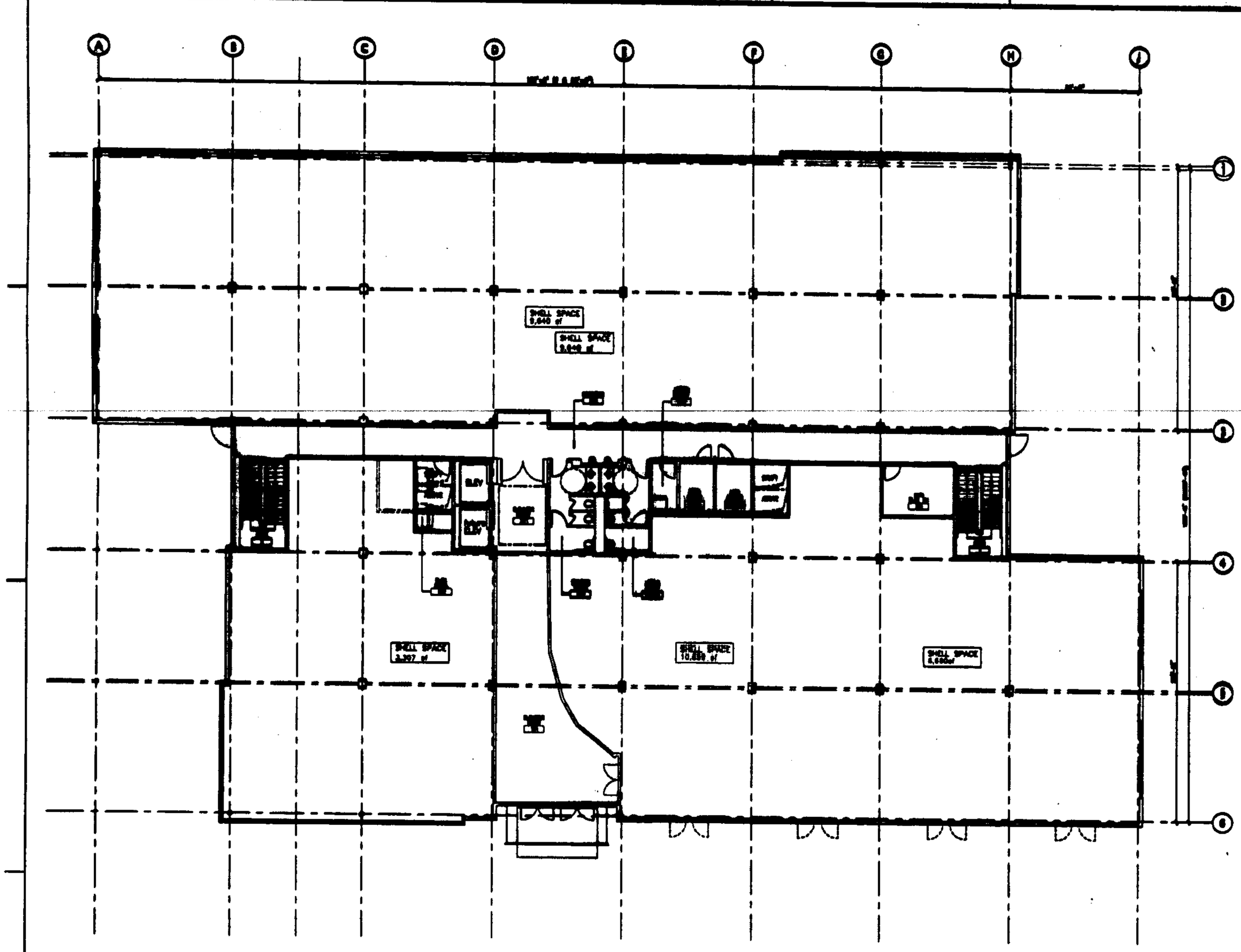
MECH/ELEC/PLUMBING ENGINEER
Sung & Associates, Inc.
12100 Wilshire Way
Santa Ana Bay, CA 92701
T 310.607.3330
F 310.522.0011

#	REVISIONS	DATE

SHEET TITLE
Building Elevations

SCALE 1/8"=1'-0"	DESIGN ASSISTANCE gd
DATE ISSUED 8 JUN 00	DRAWN BY gd
DRAWN BY gd	CHECKED BY gd

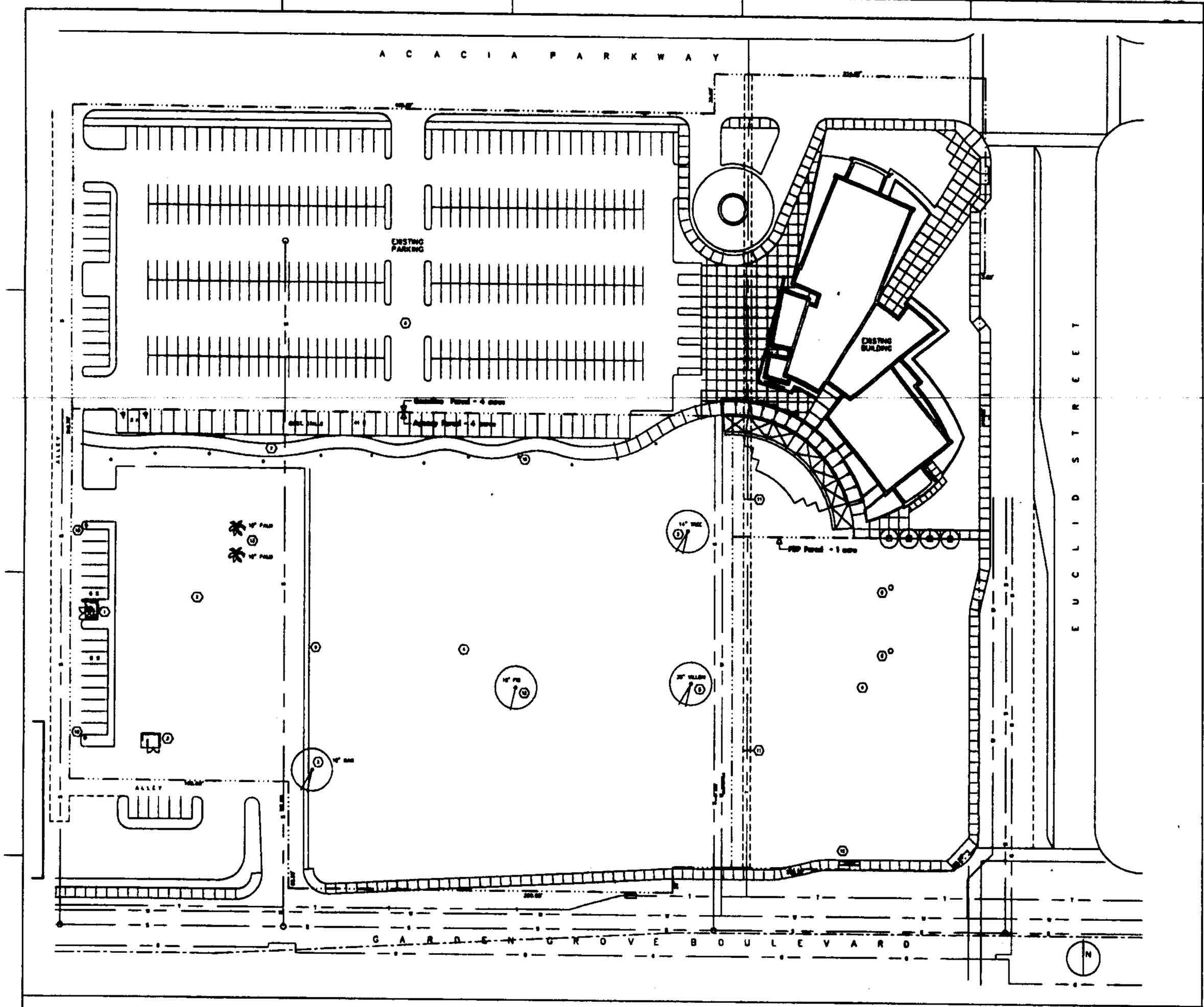
SHEET NO.
A4.1



BTA

Floor Plan

A2.2



REVISIONS

BTA

Architects/Planners/Consultants

GARDEN GROVE EDUCATION CENTER

SHEET TITLE

Demolition Plan

SCALE 1"=30'

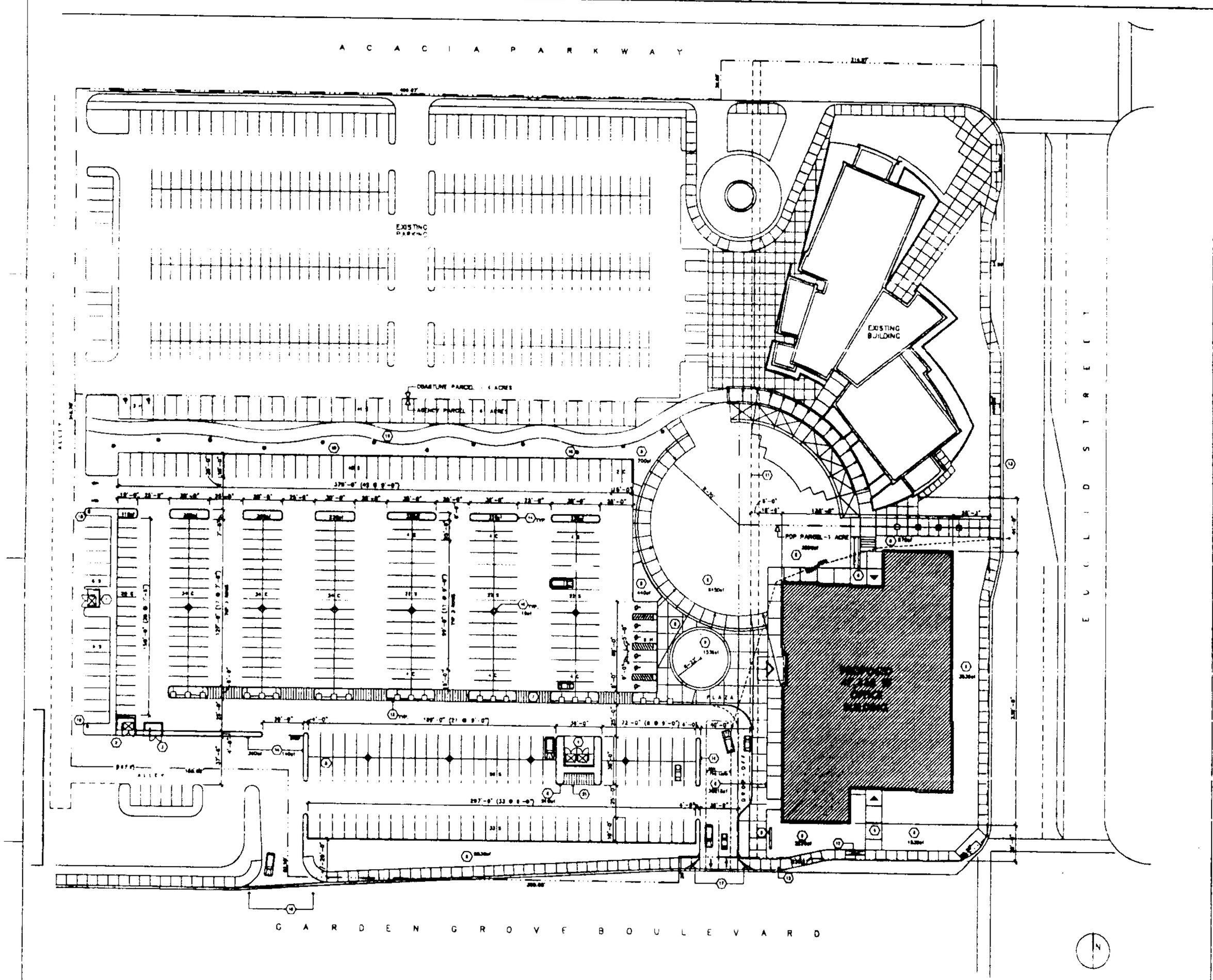
DRAWN BY

CHECKED BY

DATE ISSUED

SHEET NO.

A1.1



KEYNOTES

CONSTRUCTION

1. EXISTING TRASH ENCLOSURE TO REMAIN
2. RELOCATED EXISTING TRASH ENCLOSURE
3. EXISTING LOCATION OF RELOCATED TRASH ENCLOSURE
4. NEW TRASH ENCLOSURE LOCATION
5. EXISTING TREE TO REMAIN
6. NEW CONCRETE PAVING
7. PAINTED STRIPING FOR PEDESTRIAN WALKWAY
8. NEW LANDSCAPE PLANTING AREA
9. [illegible]
10. EXISTING LIGHT POLE
11. UTILITY [illegible]
12. EXISTING [illegible]
13. EXISTING FIRE HYDRANT LOCATION
14. NEW CONCRETE CURB / LANDSCAPE ISLAND
15. [illegible]
16. [illegible]
17. [illegible]
18. EXISTING [illegible] CURB AND GUTTER TO REMAIN
19. EXISTING CONCRETE WALK
20. EXISTING LANDSCAPE AREA
21. BICYCLE PARKING
22. EXISTING CURB CUT TO REMAIN

ZONING NOTES

A. AGENCY PARCEL CALCULATIONS

1.	TOTAL PARCEL AREA:	174,240 SF
2.	TOTAL LANDSCAPE AREA:	31,643 SF (14%)
3.	BUILDING COVERAGE:	NA
4.	BUILDING AREA:	NA
5.	BUILDING HEIGHT:	NA
6.	PARCEL AREA:	134,960 SF (77%)
6a.	LANDSCAPE AREA:	4,341 SF (3.2%)
7.	TOTAL PARKING UNITS:	411
7a.	STANDARD UNITS:	258 (63%)
7b.	COMPACT UNITS:	149 (36%)
7c.	DISABLED UNITS:	8 (2%)
7d.	TOTAL UNITS REQUIRED:	407
7e.	OFFICE USE:	92 (PARKING)
7f.	INSTRUCTIONAL USE:	205 (PARKING)

B. POP PARCEL CALCULATIONS

1.	TOTAL PARCEL AREA:	46,000 SF
2.	TOTAL LANDSCAPE AREA:	13,817 SF (30%)
3.	BUILDING COVERAGE:	33,794 SF (74%)
4.	BUILDING AREA:	27,000 SF
5.	BUILDING HEIGHT:	28 FT
6.	PARKING AREA:	NA
6a.	LANDSCAPE AREA:	NA
7.	TOTAL PARKING UNITS:	NA
7a.	STANDARD:	NA
7b.	COMPACT:	NA
7c.	DISABLED:	NA

4. PARKING LOT LIGHTING TO BE A MINIMUM OF 2 FOOT CANDLES @TH STANDARD A1 23 FL HIGH MAXIMUM.
5. SITE DRAINAGE WILL BE REVIEWED AND APPROVED BY THE DPW.
6. PARKING LOT LAYOUT, STRIPING, LANDSCAPING AND END CAPS WILL BE REVIEWED AND APPROVED BY PLANNING AND ENGINEERING DEPT'S.
7. DRIVEWAY APPROACHES WILL BE DESIGNED TO MEET CITY STANDARD PLAN NO. 0-120
8. LOCATION OF FIRE SERVICES AND HYDRANTS WILL BE REVIEWED AND APPROVED BY THE PLANNING AND FIRE DEPARTMENT.

BTA
Bobrow/Thomas and Associates
Architects/Planners/Consultants
1001 Westwood Boulevard
Los Angeles, California 90024
T (310) 208-7507
F (310) 208-1732

GARDEN GROVE EDUCATION CENTER

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Garden Grove, California 92787

CLIENT
Pacific Development Partners, LLC
171 Beverly Drive
Beverly Hills, CA 90212
T 310 278 8585
F 310 278 8586

CIVIL ENGINEER

LANDSCAPE ARCHITECT
Stivers & Associates
150 El Camino Real, Suite 120
Tustin, CA 92680
T 714 838 9811
F 714 838 9727

STRUCTURAL ENGINEER
Alfi S. Rahdiani & Associates Inc.
18700 Valley View Avenue, Suite 270
La Mirada, CA 90638
T 714 821 2811
F 714 821 1148

MECH/ELEC/PLUMBING ENGINEER
Berg & Gutierrez, Inc.
12100 Wilshire Way
Marina del Rey, CA 90292
T 310 827 3333
F 310 821 5511

#	REVISIONS	DATE

SHEET TITLE
Site Plan

SCALE: 1"=30'	FINAL ARCHIVING: pd
DATE ISSUED: 6 JUN 96	CHECKED BY: pd
DRAWN BY: pd	CADD # [illegible]

SHEET NO.
A1.0

DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between the

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

and

PACIFIC DEVELOPMENT PARTNERS, LLC

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07/30/98

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of _____, 1998, by and between the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic (the "Agency"), and **PACIFIC DEVELOPMENT PARTNERS, LLC**, a Nevada limited liability company (the "Developer").

RECITALS

The following recitals are a substantive part of this Agreement:

A. In furtherance of the objectives of the California Community Redevelopment Law, the Agency desires to redevelop an approximately one (1.0) acre portion of the Garden Grove Community Project (the "Redevelopment Project") currently owned by the Agency which is located at the northwest corner of Garden Grove Boulevard and Euclid Street in the City of Garden Grove (the "Site"). The Site is part of the Garden Grove Higher Educational Center, and is subject to a Reciprocal Easement Agreement which governs the use of the entire Garden Grove Higher Educational Center. The Site has previously been developed for urban use. The Site is legally described in the Site Legal Description attached hereto as Attachment No. 1, and depicted in the Site Map attached hereto as Attachment No. 2, both of which are incorporated herein.

B. The Agency and the Developer desire by this Agreement for the Agency to convey the Site to the Developer, and for the Developer to purchase the Site and to agree to construct, complete, and operate a building thereon which is devoted to educational uses (the "Developer Improvements").

C. The Agency's disposition of the Site to the Developer, and the Developer's acquisition of the Site and construction, completion and operation of the Developer Improvements pursuant to the terms of this Agreement, are in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements under which the redevelopment of the Redevelopment Project has been undertaken.

NOW, THEREFORE, the Agency and the Developer hereby agree as follows:

100. DEFINITIONS

"Actual Knowledge" is defined in Section 208.1 hereof.

"Adjacent Parcel" means that certain approximately four (4.0) acre portion of the Redevelopment Project located adjacent to the Site which is owned by the Agency, as depicted in the Site Map.

"Agency" means the Garden Grove Agency for Community Development, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California, Health and Safety Code, Section 33000, *et seq.*, and any assignee of or successor to its rights, powers and responsibilities.

"Agency Improvements" means the new onsite and off-site improvements to be constructed by the Agency, all more particularly described in Section 301.2 hereof and in the Scope of Development.

"Agency Lease" means the lease of a portion of the Building space which may be entered into between the Developer, as lessor, and the Agency, as Lessee, as provided in Section 405 hereof. The Agency Lease is attached hereto as Attachment No. 9 and incorporated herein.

"Agency's Conditions Precedent" means the conditions precedent to the Closing to the benefit of the Agency, as set forth in Section 205.1 hereof.

"Agreement" means this Disposition and Development Agreement between the Agency and the Developer.

"Basic Concept Drawings" means the plans and drawings to be submitted by the Developer and approved by the Agency, as set forth in Section 302.1 hereof.

"Building" means the approximately Forty-Five Thousand (45,000) square foot classroom/office building to be constructed by the Developer on the Site.

"City" means the City of Garden Grove, a California municipal corporation.

"Closing" means the close of Escrow for the Conveyance of the Site from the Agency to the Developer, as set forth in Section 202 hereof.

"Closing Date" means the date of the Closing, as set forth in Section 202.4 hereof.

"Condition of Title" is defined in Section 203 hereof.

"Construction Drawings" means the detailed construction drawings and plans to be prepared with respect to the Developer Improvements, as set forth in Section 302.3 hereof.

"Conveyance" means the conveyance of the Site by the Agency to the Developer on the Closing Date.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 501 hereof.

"Developer" means Pacific Development Partners, LLC, a Nevada limited liability company, and its successors and assigns.

"Developer Improvements" means the new improvements to be constructed by the Developer upon the Site, all more particularly described in Section 301.1 hereof and in the Scope of Development.

"Developer's Conditions Precedent" means the conditions precedent to the Closing to the benefit of the Developer, as set forth in Section 205.2.

"Developer's Environmental Consultant" means the environmental consultant which may be employed by the Developer pursuant to Section 208.2 hereof.

"Developer's Environmental Report" means the environmental investigation of the Site which may be conducted for the Developer by Developer's Environmental Consultant, as set forth in Section 208.2 hereof.

"Eligible Persons" means any individual, partnership, corporation or association which qualifies as a "displaced person" pursuant to the definition provided in Government Code Section 7260(c) of the California Relocation Assistance Act of 1970, as amended, and any other applicable federal, state, or local regulations or laws.

"Environmental Reports" means the collective environmental investigations of the Site as reported in the Developer's Environmental Report and any investigations conducted by or for the Agency performed pursuant to Section 208 hereof.

"Escrow" is defined in Section 202 hereof.

"Escrow Agent" is defined in Section 202 hereof.

"Exceptions" is defined in Section 203 hereof.

"Good Faith Deposit" means the Developer's deposit as security for the performance of Developer's obligations under this Agreement, as set forth in Section 505 hereof.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Developer or the Site.

"Grant Deed" means the grant deed for the conveyance of the Site from the Agency to the Developer, in the form of Attachment No. 3 hereto which is incorporated herein.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xii) defined as

"hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*

"Lender" is defined in Section 311.2 hereof.

"Maintenance Agreement" means the document to be recorded with respect to the Site which contains the Developer's continuing maintenance obligations with respect to the Site, as described in Section 403 hereof and in the form of Attachment No. 7 hereof, which is incorporated herein.

"Major Tenant Lease" means the lease of a portion of the Building space which is described in Section 205.1(k) hereof.

"Mortgage" is defined in Section 311.2 hereof.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Outside Date" shall mean the last date the Closing shall occur, as set forth in Section 202.4 hereof.

"Parking Agreement" means the Parking Agreement to be entered into between the Agency and the Developer, as provided in Section 404 hereof. The Parking Agreement is attached hereto as Attachment No. 8, which is incorporated herein.

"Parking Improvements" shall mean the surface parking lot to be constructed by the Agency adjacent to the Site.

"Purchase Price" means the price to be paid by the Developer to the Agency in consideration for the Conveyance of fee title to the Site, as set forth in Section 201 hereof.

"RAP" means the remedial action plan for the remediation of the Site, as defined in Section 208.3 hereof.

"REA" means the Reciprocal Easement Agreement and Covenants Relating to Real Property by and between the Agency and the Coast Community College District, dated as of February 22, 1996 and recorded in the official records of Orange County on February 27, 1996 as Instrument No. 19960091848, as amended by the First Amendment to Reciprocal Easement Agreement and Covenants Relating to Real Property, dated as of May 14, 1996 and recorded in the official records of Orange County on August 26, 1996 as Instrument No. 19960436243, and as amended by the Second Amendment to Reciprocal Easement Agreement and Covenants Relating to Real Property, dated as of December 10, 1996 and recorded in the official records of Orange County on January 8, 1997 as Instrument No. 19970010499, and as such document may be further amended from time to time.

"Redevelopment Plan" means the Redevelopment Plan for the Redevelopment Project, adopted by Ordinance No. 1339 and amended by Ordinance Nos. 1388, 1476, 1548, 1576, 1642, 1699, 1760, 2035 and 2232 of the City Council of the City of Garden Grove, and incorporated herein by reference.

"Redevelopment Project" means the Garden Grove Community Project, adopted by the City pursuant to the Redevelopment Plan.

"Release of Construction Covenants" means the document which evidences the Developer's satisfactory completion of the Developer Improvements, as set forth in Section 310 hereof, in the form of Attachment No. 6 hereto which is incorporated herein.

"Remedial Work" is defined in Section 208.3 hereof.

"Remediation Cost" is defined in Section 208.3 hereof.

"Report" means the preliminary title report, as described in Section 203 hereof.

"Schedule of Performance" means the Schedule of Performance attached hereto as Attachment No. 5 and incorporated herein, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the Developer and the Agency's Director, and the Agency's Director is authorized to make such revisions as he or she deems reasonably necessary.

"Scope of Development" means the Scope of Development attached hereto as Attachment No. 4 and incorporated herein, which describes the scope, amount and quality of development of the Developer Improvements to be constructed by the Developer and the Agency Improvements to be constructed by the Agency pursuant to the terms and conditions of this Agreement.

"Site" means that certain approximately one (1.0) acre portion of the Redevelopment Project located at the northwest corner of Garden Grove Boulevard and Euclid Street in the City of Garden Grove, which has previously been developed for urban use. The Site is legally described in the Site Legal Description and depicted in the Site Map.

"Site Legal Description" means the description of the Site which is attached hereto as Attachment No. 1 and incorporated herein.

"Site Map" means the map of the Site which is attached hereto as Attachment No. 2 and incorporated herein.

"Site Plan Drawings" means the plans and drawings to be submitted by the Developer and approved by the Agency, as set forth in Section 302.2 hereof.

"Studies" are defined in Section 207 hereof.

"Threshold Amount" is defined in Section 208.3 hereof.

"Title Company" is defined in Section 204 hereof.

"Title Policy" is defined in Section 204 hereof.

"Transfer" is defined in Section 603.1 hereof.

"Trust Deed" is defined in Section 311.2 hereof.

200. CONVEYANCE OF THE SITE

201. Disposition of Site. The Developer agrees to purchase the Site from the Agency, and the Agency agrees to sell to the Developer the Site, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement, for the all-inclusive purchase price of One Dollar ($1.00) (the "Purchase Price"). The Site shall be delivered free of all improvements. The Purchase Price shall be payable by Developer's deposit into the Escrow for the Closing of one dollar in cash. Payment of the Purchase Price represents the agreed upon reuse value of the Site, at the use and with the covenants, conditions precedent, conditions subsequent and development costs authorized by this Agreement.

The Developer may acquire the Site through the use of a qualified intermediary within the meaning of Section 1031 of the Internal Revenue Code, and Treasury Regulation Section 1.1031, for the purpose of completing a tax-deferred exchange under Section 1031. Developer shall bear all expenses associated with the use of such qualified intermediary and as necessary to qualify the Conveyance as a tax-deferred exchange. Developer shall indemnify, hold harmless and defend the Agency against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon such tax deferred exchange. The Agency shall cooperate with the Developer with respect to such tax-deferred exchange, and upon the request of the Developer shall execute such documents as may reasonably be required to effect such tax deferred exchange.

202. Escrow. Within sixty (60) days after the execution of this Agreement by the Agency, the parties shall open escrow ("Escrow") with Chicago Title Company in its Orange County office, or another escrow company mutually satisfactory to both parties (the "Escrow Agent").

202.1 Costs of Escrow. Agency and Developer shall pay their respective portions of the premium for the Title Policy as set forth in Section 204 hereof, the Agency shall pay for the documentary transfer taxes, if any, due with respect to the conveyance of the Site, and Developer and Agency each agree to pay one-half of all other usual fees, charges, and costs which arise from Escrow.

202.2 Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer and Agency, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close this Escrow in the shortest possible time. Insurance policies for fire or casualty are not to be transferred, and Agency will cancel its own policies after the Closing. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account. However, if Escrow does not close within two (2) business days from deposit of the Purchase Price, the funds shall be deposited into an interest bearing account with such interest accruing to the benefit of the Developer.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing of this transaction, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing shall take place within thirty (30) days after the date when both the Agency's Conditions Precedent and the Developer's Conditions Precedent as set forth in Section 205 have been satisfied or waived by the respective parties. Escrow Agent is instructed to release Agency's escrow closing and Developer's escrow

closing statements to the respective parties.

202.3 Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

a. Pay and charge Developer and Agency for their respective shares of the premium of the Title Policy and any endorsements thereto as set forth in Section 204 and any amount necessary to place title in the condition necessary to satisfy Section 203 of this Agreement.

b. Pay and charge Developer and Agency for their respective shares of any escrow fees, charges, and costs payable under Section 202.1 of this Agreement.

c. Disburse funds and deliver and record the Grant Deed, Deed of Trust and Maintenance Agreement, when both the Developer's Conditions Precedent and the Agency's Conditions Precedent have been fulfilled or waived by Developer and Agency.

d. Do such other actions as necessary, including obtaining the Title Policy, to fulfill its obligations under this Agreement.

e. Within the discretion of Escrow Agent, direct Agency and Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. Agency agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent.

f. Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

202.4 Closing. This transaction shall close ("Closing") within thirty (30) days of the parties' satisfaction of all of Agency's and Developer's Conditions Precedent to Closing as set forth in Section 205 hereof, but in no event later than January 8, 1999 (the "Outside Date"). The Closing shall occur at a location within Orange County at a time and place reasonably agreed on by the parties. The "Closing" shall mean the time and day the Grant Deed is filed for record with the Orange County Recorder. The "Closing Date" shall mean the day on which the Closing occurs.

202.5 Termination. If Escrow is not in condition to close by the Outside Date, then either party which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate the Escrow. If either party makes a written demand for return of documents or properties, the Escrow shall not terminate until five (5) days after Escrow Agent shall have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Developer, however, shall have the sole option to withdraw any money deposited by it with respect to the Closing less Developer's share of costs of Escrow. Termination of the Escrow shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as soon as possible.

202.6 Closing Procedure. Escrow Agent shall close Escrow for the Site as follows:

a. Record the Grant Deed with instructions for the Recorder of Orange County, California to deliver such document to Developer;

b. Record the Deed of Trust and Maintenance Agreement with instructions for the Recorder of Orange County, California to deliver the Deed of Trust and Maintenance Agreement to the Agency;

c. Instruct the Title Company to deliver the Title Policy to Developer;

d. File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements; and

e. Deliver the FIRPTA Certificate, if any, to Developer; and

f. Forward to both Developer and Agency a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

203. Review of Title. The Agency shall cause Chicago Title Company, or another title company mutually agreeable to both parties (the "Title Company"), to deliver to Developer a standard preliminary title report (the "Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report, within sixty (60) days from the date of this Agreement. The Developer shall have the right to reasonably approve or disapprove the Exceptions; provided, however, that the Developer hereby approves the following Exceptions:

a. The Redevelopment Plan.

b. The REA.

c. The lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow);

Developer shall have thirty (30) days from the date of its receipt of the Report to give written notice to Agency and Escrow Holder of Developer's approval or disapproval of any of such Exceptions. Developer's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report. If Developer notifies Agency of its disapproval of any Exceptions in the Report, Agency shall have the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) days after receiving written notice of Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed on or before the Closing. If Agency cannot or does not elect to remove any of the disapproved Exceptions within that period, Developer shall have fifteen (15) days after the expiration of such thirty (30) day period to either give the Agency written notice that Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the Agency written notice that the Developer elects to terminate this Agreement. The Exceptions to title approved by Developer as provided herein shall hereinafter be referred to as the "Condition of Title." Developer shall have the right to approve or disapprove any further Exceptions reported by the Title Company after Developer has approved the Condition of Title for the Site (which are not created by Developer). Agency shall not voluntarily create any new exceptions to title following

the date of this Agreement.

204. Title Insurance. Concurrently with recordation of the Grant Deed conveying title to the Site, there shall be issued to Developer an ALTA owner's policy of title insurance (the "Title Policy"), together with such endorsements as are reasonably requested by the Developer, issued by the Title Company insuring that the title to the Site is vested in Developer in the condition required by Section 203 of this Agreement. The Title Company shall provide the Agency with a copy of the Title Policy. The Title Policy shall be for the amount of One Million Dollars ($1,000,000). The Agency agrees to remove on or before the Closing any deeds of trust or other monetary liens against the Site. The Agency shall pay that portion of the premium for the Title Policy equal to the cost of a CLTA standard coverage title policy in the amount of the Purchase Price. Any additional costs, including the incremental cost of the ALTA policy above the cost of a CLTA policy and any endorsements requested by the Developer, shall be borne by the Developer.

205. Conditions of Closing. The Closing is conditioned upon the satisfaction of the following terms and conditions within the times designated below:

205.1 Agency's Conditions of Closing. Agency's obligation to proceed with the Closing of the sale of the Site is subject to the fulfillment or waiver by Agency of each and all of the conditions precedent (a) through (k), inclusive, described below ("Agency's Conditions Precedent"), which are solely for the benefit of Agency, and which shall be fulfilled or waived by the time periods provided for herein:

a. No Default. Prior to the Close of Escrow, Developer shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

b. Execution of Documents. The Developer shall have executed the Grant Deed, Maintenance Agreement, Promissory Note, Deed of Trust and Parking Agreement and executed any other documents required hereunder and delivered such documents into Escrow.

c. Payment of Funds. Prior to the Close of Escrow, Developer shall have paid the Purchase Price and all required costs of Closing into Escrow in accordance with Sections 201 and 202 hereof.

d. Design Approvals. The Developer shall have obtained approval by the Agency and City of the Basic Concept Drawings, Site Plan or Planned Unit Development application drawings, Site Plan or Planned Unit Development application, and Construction Drawings as set forth in Section 302 hereof.

e. Land Use Approvals. The Developer and the Agency shall have received all land use approvals required pursuant to Section 303 hereof.

f. Insurance. The Developer shall have provided proof of insurance as required by Section 306 hereof.

g. Financing. The Agency shall have approved financing of the Developer Improvements as provided in Section 311.1 hereof, and such financing shall have closed and funded or be ready to close and fund upon the Closing.

h. **Parcel Map.** The Parcel Map for the Site shall have been recorded in the official records of the County of Orange, in accordance with Section 303 hereof.

i. **Plans and Permits.** The Developer shall have obtained City approval of its final building plans for all of the Developer Improvements, and building permits shall be ready to be issued (upon payment of necessary fees, posting of required security, and similar items).

j. **General Contractor Contract.** Developer shall have provided the Agency Director a copy of a valid and binding contract between the Developer and one or more duly licensed general contractors reasonably acceptable to the Agency for the construction of the Developer Improvements, certified by the Developer to be a true and correct copy thereof. No further approval of the identity of the general contractor shall be required if the proposed general contractor is Koll Construction Company.

k. **Major Tenant Lease.** Developer shall have executed a valid, binding lease for at least 25,000 square feet of the interior area of the Developer Improvements with Concorde Career College, or another operator of an educational program which is reasonably acceptable to the Agency, for a term of not less than five years, and such other terms as are reasonably acceptable to the Agency (the "Major Tenant Lease").

205.2 Developer's Conditions of Closing. Developer's obligation to proceed with the purchase of the Site is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent (a) through (i), inclusive, described below ("Developer's Conditions Precedent"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein:

a. **No Default.** Prior to the Close of Escrow, Agency shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Agency contained herein shall be true and correct in all material respects.

b. **Execution of Documents.** The Agency shall have executed the Grant Deed and Maintenance Agreement and any other documents required hereunder, and delivered such documents into Escrow.

c. **Review and Approval of Title.** Developer shall have reviewed and approved the condition of title of the Site, as provided in Section 203 hereof.

d. **Title Policy.** The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to provide to the Developer the Title Policy for the Site upon the Close of Escrow, in accordance with Section 204 hereof.

e. **Environmental.** The Developer shall have approved the environmental condition of the Site and shall not have elected to cancel Escrow and terminate this Agreement pursuant to Section 208 hereof.

f. **Parcel Map.** The Parcel Map for the Site shall have been recorded in the official records of the County of Orange, in accordance with Section 303 hereof.

g. **Design Approvals.** The Developer shall have obtained approval by the Agency and City of the Basic Concept Drawings, Site Plan or Planned Unit Development application drawings, Site Plan or Planned Unit Development application, and Construction Drawings as set forth in Section 302 hereof.

h. **Land Use Approvals.** The Developer and the Agency shall have received all land use approvals required pursuant to Section 303 hereof.

i. **Plans and Permits.** The Developer shall have obtained City approval of its final building plans for all of the Developer Improvements, and building permits shall be ready to be issued (upon payment of necessary fees, posting of required security, and similar items).

206. Representations and Warranties.

206.1 Agency Representations. Agency represents and warrants to Developer as follows:

a. **Authority.** Agency is a public body, corporate and politic, existing pursuant to the California Community Redevelopment Law (California Health and Safety Code Section 33000), which has been authorized to transact business pursuant to action of the City. Agency has full right, power and lawful authority to acquire, grant, sell and convey the Site as provided herein, and the execution, performance and delivery of this Agreement by Agency has been fully authorized by all requisite actions on the part of Agency.

b. **FIRPTA.** Agency is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that Agency has complied and will comply with all the requirements under FIRPTA or any similar state statute.

c. **No Conflict.** To the best of Agency's knowledge, Agency's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Agency is a party or by which it is bound.

d. **Litigation.** There are no claims, causes of action or other litigation or proceedings pending or, to the Actual Knowledge of the Agency, threatened with respect to the ownership, operation or environmental condition of the Site or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining landowners or suppliers of goods and services).

e. **Violation.** To the Actual Knowledge of the Agency, there are no violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations with respect to the Site, which have not heretofore been entirely corrected. In the event Agency has Actual Knowledge of any such violations, Agency shall (i) immediately provide Developer with copies of all documents evidencing such violation, and (ii) cure such violation prior to Closing.

f. **No Proffers.** Agency has not made, and prior to the Closing Date will not make, any commitments to any governmental authorities, utility company, school board, church or other religious body, or any homeowner or homeowner's association, or to any other organization, group or individual, relating to the Site which would impose any obligation on the Developer, or its successors or assigns, after the Closing Date to make any contributions of

money, dedications of land or grant of easements or rights of way, or to construct, install or maintain any improvements of a public or private nature on or off the Site, without the approval of the Developer.

g. **Zoning.** The Site is currently zoned Mixed Use, and is contained within the Community Center Specific Plan, and there are no proceedings threatened or pending with respect to a change in such zoning or specific plan.

Until the Closing, Agency shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 206.1 not to be true as of Closing, immediately give written notice of such fact or condition to Developer. Such exception(s) to a representation shall not be deemed a breach by Agency hereunder, but shall constitute an exception which Developer shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Site. If Developer elects to close Escrow following disclosure of such information, Agency's representations and warranties contained herein shall be deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, Developer elects to not close Escrow, then this Agreement and the Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. The representations and warranties set forth in this Section 206.1 shall survive the Closing.

206.2 Developer's Representations. Developer represents and warrants to Agency as follows:

a. **Authority.** Developer is a duly organized limited liability company organized within and in good standing under the laws of the State of Nevada. The copies of the documents evidencing the organization of the Developer which have been delivered to the Agency are true and complete copies of the originals, as amended to the date of this Agreement. Developer has full right, power and lawful authority to purchase and accept the conveyance of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of the Developer.

b. **Experience.** Developer is an experienced developer and operator of first class office buildings.

c. **No Conflict.** To the best of Developer's knowledge, Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Developer is a party or by which it is bound.

d. **No Developer Bankruptcy.** Developer is not the subject of a bankruptcy proceeding.

Until the Closing, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 206.2 not to be true as of Closing, immediately give written notice of such fact or condition to Agency. Such exception(s) to a representation shall not be deemed a breach by Developer hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Site. If Agency elects to close Escrow following disclosure of such information, Developer's representations and warranties contained herein shall

be deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, Agency elects to not close Escrow, then this Agreement and the Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. The representations and warranties set forth in this Section 206.2 shall survive the Closing.

207. Studies and Reports. Prior to the Closing, representatives of Developer shall have the right of access to all portions of the Site for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the environmental condition of the Site pursuant to Section 208 hereof. Any preliminary work undertaken on the Site by Developer prior to the Closing shall be done at the sole expense of the Developer, and the Developer's execution of a Right of Entry Agreement in the form of Attachment No. 10 hereto which is hereby incorporated herein. Any preliminary work shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

208. Condition of the Site

208.1 Disclosure. The Agency hereby discloses to the Developer the following information it has received with respect to the environmental condition of the Site and the Garden Grove Higher Education Center:

a. The Agency has obtained a Phase I Environmental Audit from Tetra Tech dated as of March 8, 1991, and a "Follow-Up Limited Phase II Environmental Site Assessment" for the Acacia Restaurant Site from Fero Engineering and dated as of April 17, 1991. Both of the above documents have been provided to the Developer, and the Developer acknowledges receipt thereof. The conclusion and recommendation of the latter report were as follows:

> "Recently obtained field laboratory data portray the subject site as having low but detectable levels of gasoline related volatile organic compounds in the subsurface soil pore spaces. Specifically, subsurface THP and Toluene vapors were found present in Probe B4.
>
> The levels of these compounds detected at the location of the on-site building are not considered an eminent concern as their respective PELs are not currently exceeded.
>
> The most probable source of these detected parameters is the former gasoline facility located at 11125-11141 Garden Grove Boulevard. This facility is the closest source of potential migrating vapors and may result from former releases of gasoline to the subsurface. American Environmental Management Corp. conducted a subsurface soil sample program at this southerly former gasoline station early in 1988. Based on a review of their related report dated March 18, 1988, and composited soil sample analyses reported therein, no subsurface gasoline contamination was noted in any of the five soil borings conducted. The borings conducted by American Environmental Management Corp. appear to have been placed according to most probable source locations (e.g. former tanks, dispensers, piping, etc.) and other unknown factors. It is our understanding that no formal Plot Plan of the former gasoline dispenser facilities was available at the time of this investigation.
>
> Although the observed levels of contamination are below acceptable standards for workplace exposure, the existence of these low levels of hydrocarbon contamination more than 200 feet from the suspected source suggests a significant source somewhere to the south of the subject

site. It is recommended that a supplemental soil vapor survey investigation be initiated at the former gasoline facility (11125-11141 Garden Grove Boulevard) located to the south of the project site in order to establish the source of subsurface gasoline contaminants which may not have been identified by the previously performed gasoline facility assessment. A soil vapor survey offers the ability to provide real time data regarding specific parameter soil gas concentrations at specific depths and locations in a soil profile at the time of the evaluation. This type of survey would allow the tracking of vapors toward their source or sources by following a trend of contaminant concentrations in the direction of increasing concentration. Borings may then be conducted to verify the actual levels of contaminants entrained in the soils at the identified soil gas 'high' points to allow quantitative determination of the necessity for mitigation of any contamination.

The above conclusions are based on information supplied by the client and on soil gas data collected in the field. It should be noted that migration patterns of subsurface gases can be highly dependent upon geologic setting, groundwater depth and travel variations, prevailing weather conditions, and other factors which render transient subsurface vapor conditions."

b. Two service stations were formerly located at the southern end of the Garden Grove Higher Educational Center, at 10091-11111 Garden Grove Boulevard and at 11125-11141 Garden Grove Boulevard. A site assessment performed by American Environmental Management Corporation found no contamination at 11125-11141 Garden Grove Boulevard, but found contaminated soil at 10091-11111 Garden Grove Boulevard. American Environmental Management Corporation remediated such soil as of June 16, 1988, to the satisfaction of the Orange County Health Care Agency per a letter dated January 6, 1989. A copy of the "Final Report of Soil Remediation for City of Garden Grove" dated as of November 4, 1988, and a copy of the above referenced January 6, 1989 letter have been delivered to the Developer, and the Developer acknowledges receipt thereof.

c. [Insert results of March 1996 Spectrum Environmental ultrasound test]

Agency hereby represents and warrants to the Developer that, except for the foregoing, it has no actual knowledge, and has not received any notice or communication from any government agency having jurisdiction over the Site, notifying the Agency of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Site, or any portion thereof. "Actual knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of the Agency officers, employees and agents who have participated in the preparation of this Agreement and the management of the Site.

208.2 Investigation of Site. The Developer shall have the right, at its sole cost and expense, to engage its own environmental consultant (the "Developer's Environmental Consultant") to make such investigations as Developer deems necessary, including any "Phase 1" and/or "Phase 2" investigations of the Site, and the Agency shall promptly be provided a copy of all reports and test results provided by the Developer's Environmental Consultant (the "Developer's Environmental Report"). If the Agency, based upon the Developer's Environmental Reports or an environmental report prepared at the request of the Agency (collectively, the "Environmental Reports"), reasonably estimates that the cost of remediating the Site prior to the Conveyance in accordance with all Governmental Requirements (the "Remediation Cost") is One Hundred Thousand Dollars ($100,000) or less (the "Threshold Amount"), then Agency shall be required to fund the Remediation Cost, not to exceed the Threshold Amount, and shall cause the Remediation of the Site to be performed with

reasonable diligence, and in accordance with all Governmental Requirements. If during the course of such Remediation work the projected Remediation Cost exceeds the Threshold Amount, then Agency may, by Notice to Developer, terminate its obligations under this Agreement to perform the remediation work; provided, however, that if Developer, at its option, agrees in writing to pay the excess of the actually incurred Remediation Cost over the Threshold Amount, such termination shall be ineffective. If Agency, based upon the above Environmental Reports, reasonably estimates that the projected Remediation Cost of the Site exceeds the Threshold Amount, then Agency may give Notice to Developer that it does not intend to perform the remediation work; provided, however, that if Developer, at its option, agrees in writing to pay the excess of the actually incurred Remediation Cost over the Threshold Amount, such termination shall be ineffective. In such event, Agency shall be required to fund the portion of the Remediation Cost up to the Threshold Amount, and Developer shall be required to fund the portion of the Remediation Cost which exceeds the Threshold Amount. In such event, the Agency shall be required to fund the costs of remediation of the Site prior to and as a Developer Condition to Closing.

The Developer shall reasonably approve or disapprove of the environmental condition of the Site within the time set forth in the Schedule of Performance. The Developer's approval of the environmental condition of the Site shall be a Developer's Condition Precedent to the Closing, as set forth in Section 205.2 hereof. If the Developer, based upon the above environmental reports, reasonably disapproves the environmental condition of the Site, then the Developer may terminate this Agreement by written Notice to the Agency pursuant to Section 503 hereof. The Developer may obtain a policy of insurance at the Closing reasonably acceptable to the Agency which protects the Developer against damages arising from the pre-existing environmental condition of the Site, and one-half of the cost of such insurance policy shall be payable by the Agency through the Escrow.

208.3 Remediation of Site Prior to Closing. If the Agency is required or otherwise elects to perform the Remediation of the Site, within a reasonable period after giving Notice to Developer that it intends to proceed with remediation of the Site, Agency shall deliver to Developer a proposed remedial action plan ("RAP"), which RAP shall be approved by an appropriate public agency with jurisdiction over the remedial work to be performed pursuant to the RAP (the "Remedial Work"). The Remedial Work shall be performed in accordance with applicable Governmental Requirements. The Agency shall proceed continuously and diligently with the Remedial Work. In the event Agency has elected to remediate the Site, the Agency's compliance with the provisions of this Section 208.3, and the issuance of one or more closure letters without any requirement of further remedial work by all governmental agencies which have asserted jurisdiction over the remediation of the Site, shall each be a Developer's Condition Precedent to the Closing.

208.4 Remediation After the Closing. If within sixty (60) days after the Conveyance the Developer determines that is required pursuant to Governmental Requirements to perform the Remediation of the Site, Agency and Developer shall jointly select a mutually acceptable environmental contractor to conduct such studies as may be necessary to determine the environmental condition of the Site and to prepare a RAP for the Remediation of the Site. The proposed RAP shall be subject to the mutual approval of the Agency and the Developer, and the further approval of an appropriate public agency asserting jurisdiction over the Remedial Work to be performed pursuant to the RAP. Upon approval of the RAP by the Agency, the Developer and the appropriate public agency, the Remedial Work shall be continuously and diligently performed in accordance with applicable Governmental Requirements until the issuance of a closure letter without any requirement of further remedial work by all governmental agencies which have asserted jurisdiction over the remediation of

the Site. The Agency shall be responsible for all of the Remediation Cost in the event that the Remediation Cost (including the cost of any Remedial Work performed prior to the Closing at the expense of the Agency) is One Hundred Thousand Dollars ($100,000) or less. In the event that the Remediation Cost (including the cost of any Remedial Work performed prior to the Closing at the expense of the Agency) exceeds One Hundred Thousand Dollars ($100,000), then Agency shall be required to fund the first One Hundred Thousand Dollars ($100,000) of the Remediation Cost, and the Developer shall be responsible for all costs in excess of such amount. Each party shall pay its share of the Remediation Cost within thirty days of request for payment from the environmental contractor, accompanied by an invoice from the contractor and evidence that the work has been satisfactorily performed.

208.5 No Further Warranties As To Site; Release of Agency. Except as otherwise provided herein, the physical condition, possession or title of the Site is and shall be delivered from Agency to Developer in an "as-is" condition, with no warranty expressed or implied by Agency, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Site for the development purposes intended hereunder. To the extent authorized by contract or law, the Agency shall assign to the Developer all warranties and guaranties with respect to the environmental condition of the Site, if any, that the Agency may have received from prior owners of the Site.

The Developer hereby waives, releases and discharges forever the Agency and the City, and their employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Site, any Hazardous Materials on the Site, or the existence of Hazardous Materials Contamination due to the generation of Hazardous Materials from the Site, however they came to be placed there, except that arising out of the negligence or misconduct of the Agency or its employees, officers, agents or representatives.

The Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

As such relates to this Section 208.5, the Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

208.6 Developer Precautions After Closing. Upon the Closing, the Developer shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

208.7 Developer Indemnity. Upon the Closing, Developer agrees to indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation,

attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site which occurs after the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of the Developer, the Agency shall cooperate with and assist the Developer in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Agency shall not be obligated to incur any expense in connection with such cooperation or assistance.

300. DEVELOPMENT OF THE SITE

301. Scope of Development.

301.1 Developer's Obligation to Construct Developer Improvements. The Developer shall develop or cause the development of the Developer Improvements in one phase in accordance with the Scope of Development, the City Municipal Code, and the plans, drawings and documents submitted by the Developer and approved by the Agency as set forth herein. The Developer Improvements shall generally consist of a two story classroom/office building of approximately Forty-Five Thousand (45,000) square feet.

301.2 Agency's Obligation to Construct Agency Improvements. The Agency shall develop or cause the development of the Agency Improvements in one phase in accordance with the Scope of Development. The Agency Improvements shall generally consist of a surface parking lot and onsite and offsite improvements enhancing the open space portion of the development, including certain plaza improvements, sidewalks and walkways, all as further described in the Scope of Development. The Developer shall be responsible for the payment of the first Twenty-Five Thousand Dollars ($25,000) of the cost of the plaza improvements, sidewalks and walkways, which shall be payable within thirty (30) days of the Agency's invoice therefor, and the Agency shall be responsible for all other costs of the Agency Improvements.

301.3 Local Contractors. The Developer shall endeavor to solicit and obtain bids for the construction of the Developer Improvements from qualified, responsible local businesses.

302. Design Review.

302.1 Basic Concept Drawings. The Developer has submitted to the Agency, and the Agency has approved, conceptual drawings for the Developer Improvements, including materials, color boards, elevations of all four sides of the Developer Improvements, preliminary landscape plans, a traffic and circulation plan as applicable or as may be required, and a rendered perspective (collectively, the "Basic Concept Drawings").

302.2 Site Plan Drawings. After the Agency's approval of the Basic Concept Drawings, and within the time set forth in the Schedule of Performance, the Developer shall submit to the Agency and City the following plans and drawings with respect to the Developer Improvements (the "Site Plan Drawings"), which must include all documents, plans and drawings, including any application materials required by the City Planning Services Division, which are necessary to obtain all City approvals for the construction of the Developer Improvements.

302.3 Construction Drawings. After the Agency's or City's approval of the Site Plan Drawings, and within the time set forth in the Schedule of Performance, the Developer shall submit to the Agency detailed construction plans and drawings with respect to the Developer Improvements, including without limitation a grading plan, which shall have been prepared by a registered civil engineer (the "Construction Drawings").

302.4 Agency Review and Approval. The Agency shall have the right to review and reasonably approve or disapprove the Site Plan Drawings and Construction Drawings; provided, however, that the Agency shall reasonably approve logical evolutions and/or extensions of drawings which it has previously approved. The Agency may review any and all aspects of the Basic Concept Drawings, Site Plan Drawings and Construction Drawings. The Developer acknowledges and agrees that the Agency is entitled to approve or disapprove the Basic Concept Drawings, Site Plan Drawings and Construction Drawings in order to satisfy the Agency's obligation to promote the sound development and redevelopment of land within the Redevelopment Project, to promote a high level of design which will impact the surrounding development, and to provide an environment for the social, economic and psychological growth and well-being of the citizens of the City and the Redevelopment Project. The Developer shall not be entitled to any monetary damages or compensation as a result of the Agency's disapproval or failure to approve or disapprove the Basic Concept Drawings, Site Plan Drawings or the Construction Drawings.

302.5 Standards for Disapproval. The Agency shall have the right to disapprove the Basic Concept Drawings in its sole and absolute discretion. The Agency shall have the right to disapprove in its reasonable discretion any of the Site Plan Drawings if (a) the Site Plan Drawings do not conform to the approved Basic Concept Drawings, or (b) the Site Plan Drawings do not conform to the Scope of Development or this Agreement, or (c) the Site Plan Drawings are incomplete. The Agency shall have the right to disapprove in its reasonable discretion any of the Construction Drawings if (a) the Construction Drawings do not conform to the approved Site Plan Drawings, or (b) the Construction Drawings do not conform to the Scope of Development or this Agreement, or (c) the Construction Drawings are incomplete. The Agency shall state in writing the reasons for disapproval within fifteen (15) days of such disapproval as stated herein. The Developer, upon receipt of a disapproval based upon powers reserved by the Agency hereunder, shall revise such portions and resubmit to the Agency by the time established therefor in the Schedule of Performance.

302.6 Consultation and Coordination. During the preparation of the Basic Concept Drawings, Site Plan Drawings and Construction Drawings, staff of the Agency and the Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of the Basic Concept Drawings, Site Plan Drawings and Construction Drawings by the Agency. The staff of the Agency and the Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to the Agency can receive prompt and thorough consideration. The Agency shall designate an Agency employee to serve as the project

manager who is responsible for the coordination of the Agency's activities under this Agreement and for expediting the land use approval and permitting process.

302.7 Revisions. If the Developer desires to propose any revisions to the Agency-approved Basic Concept Drawings, Site Plan Drawings or Construction Drawings, it shall submit such proposed changes to the Agency for its reasonable approval, and shall also proceed in accordance with any and all State and local laws and regulations regarding such revisions, within the time frame set forth in the Schedule of Performance. If the Basic Concept Drawings, Site Plan Drawings or Construction Drawings, as modified by the proposed change, generally and substantially conform to the requirements of this Section 302 of this Agreement and the Scope of Development, the Agency Director shall review the proposed change and notify the Developer in writing within thirty (30) days after submission to the Agency as to whether the proposed change is approved or disapproved. The Agency's Director is authorized to approve changes to the Agency-approved Basic Concept Drawings, Site Plan Drawings and Construction Drawings provided such changes 1) do not significantly reduce the cost of the proposed development; 2) do not reduce the quality of materials to be used; and 3) do not reduce the imaginative and unique qualities of the project design. Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Developer in its Basic Concept Drawings, Site Plan Drawings and Construction Drawings and completed during the construction of the Developer Improvements.

302.8 Defects in Plans. The Agency shall not be responsible either to the Developer or to third parties in any way for any defects in the Basic Concept Drawings, the Site Plan Drawings or the Construction Drawings, nor for any structural or other defects in any work done according to the approved Basic Concept Drawings, Site Plan Drawings or Construction Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 302. The Developer shall hold harmless, indemnify and defend the Agency, the City and their officers, employees, agents and representatives from and against any claims, suits for damages to property or injuries to persons arising out of or in any way relating to defects in the Basic Concept Drawings, Site Plan Drawings or the Construction Drawings, including without limitation the violation of any laws, and for defects in any work done according to the approved Basic Concept Drawings, Site Plan Drawings, and Construction Drawings.

302.9 Use of Architectural Plans. The Agency shall not have the right to use any Basic Concept Drawings, Site Plan Drawings or Construction Drawings which are submitted to the Agency by the Developer pursuant to this Section 302, nor shall the Agency confer any rights to use such architectural plans to any person or entity.

303. Land Use Approvals. Before commencement of construction of the Developer Improvements or other works of improvement upon the Site, the Developer shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits and approvals which may be required for the Developer Improvements by the City or any other governmental agency affected by such construction or work, except for those which are the responsibility of the Agency as set forth herein. The Developer also intends to enter into a Development Agreement with the City pursuant to Government Code Section 65864 through 65869.5 concerning the Site, in implementation of the promulgated state policy to protect and promote the sound development and redevelopment of the Redevelopment Project area in furtherance of the goals and objectives of the Redevelopment Plan.

The Developer shall, without limitation, apply for and secure the following, and pay all costs, charges and fees associated therewith:

a. Site Plan

b. Development Agreement with the City.

c. All other permits and fees required by the City, County of Orange, and other governmental agencies with jurisdiction over the Developer Improvements, except for those which are the responsibility of the Agency as set forth herein.

d. Any environmental studies and documents required pursuant to the California Environmental Quality Act.

Before commencement of construction of the Developer Improvements, the Agency shall, at its own expense, secure or cause to be secured and recorded a final parcel map which creates a parcel consisting only of the Site. The Agency shall also be responsible for the payment of the traffic mitigation fee and development impact fee which are imposed by the City with respect to the development of the Developer Improvements. However, the execution of this Agreement does not constitute the granting of or a commitment to obtain any required land use permits, entitlements or approvals required by the Agency or the City.

304. Schedule of Performance. The Developer shall submit all Basic Concept Drawings, Site Plan Drawings and Construction Drawings, commence and complete all construction of the Developer Improvements, and satisfy all other obligations and conditions of this Agreement, within the times established therefor in the Schedule of Performance.

305. Cost of Construction. Except to the extent otherwise expressly set forth in this Agreement, all of the cost of planning, designing, developing and constructing all of the Developer Improvements, site preparation and grading shall be borne solely by the Developer. All of the cost of planning, designing, developing and constructing all of the Agency Improvements shall be borne solely by the Agency. Each party shall also bear its own administrative, legal and consulting costs incurred in the negotiation and administration of this Agreement.

306. Insurance Requirements. The Developer shall take out and maintain, or shall cause its contractor to take out and maintain, until the expiration of the use covenants set forth in Section 402 of this Agreement, a comprehensive general liability policy in the amount of Three Million Dollars ($3,000,000.00) combined single limit policy, and a comprehensive automobile liability policy in the amount of One Million Dollars ($1,000,000.00), combined single limit, or such other policy limits as the Agency may approve at its discretion, including contractual liability, as shall protect the Developer, City and Agency from claims for such damages, and which policy shall be issued by an "A" rated insurance carrier. Such policy or policies shall be written on an occurrence form. The Developer shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that Developer and any contractor with whom it has contracted for the performance of work on the Site or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall

be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Developer shall be primary insurance and not be contributing with any insurance maintained by the Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Developer at the time set forth therefor in the Schedule of Performance.

307. Developer's Indemnity. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their officers, employees, agents, representatives and volunteers harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury occasioned by the negligence of the Agency or its agents or employees. The Developer's obligations under this Section 307 shall apply only to acts or omissions occurring prior to the date that the Agency furnishes the Release of Construction Covenants to the Developer pursuant to Section 310 hereof.

The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend (subject to written approval by the Agency and City, except that no such approval shall be necessary if the attorneys and experts selected by the Developer are also defending the Developer in connection with the same action), the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Developer, Agency, or City. If Developer defends any such action, as set forth above, it shall indemnify and hold harmless Agency and City and their officers, employees, representatives and agents from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation.

308. Rights of Access. Prior to the issuance of a Release of Construction Covenants (as specified in Section 310 of this Agreement), for purposes of assuring compliance with this Agreement, representatives of the Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Developer Improvements so long as Agency representatives comply with all safety rules. The Agency (or its representatives) shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 308.

309. Compliance With Laws. The Developer shall carry out the design, construction and operation of the Developer Improvements in conformity with all applicable laws, including all applicable state labor standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

309.1 Nondiscrimination in Employment. Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, *et seq.*, the Federal Equal Pay Act of 1963, 29 U.S.C. Section 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. Section 1324b, *et seq.*, 42 U.S.C. Section 1981, the California Fair Employment and Housing Act, Cal. Government Code Section 12900, *et seq.*, the California Equal Pay Law, Cal. Labor Code Section 1197.5, Cal. Government Code Section 11135, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, and all other anti-discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended.

309.2 Taxes and Assessments. The Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site, subject to the Developer's right to contest in good faith any such taxes. The Developer shall remove or have removed any levy or attachment made on any of the Site or any part thereof, or assure the satisfaction thereof within a reasonable time. The Developer shall not apply for or receive any exemption from the payment of property taxes or assessments on any interest in or to the Site or the Developer Improvements. Nor shall the Developer take any action to decrease the assessed valuation of thew Site (including the value of the Developer Improvements) below the sum of Four Million Five Hundred Thousand Dollars ($4,500,000).

310. Release of Construction Covenants. Promptly after completion of the Developer Improvements in conformity with this Agreement, the Agency shall furnish the Developer with a "Release of Construction Covenants," substantially in the form of Attachment No. 6 hereto which is incorporated herein by reference. The Agency shall not unreasonably withhold such Release of Construction Covenants. The Release of Construction Covenants shall be a conclusive determination of satisfactory completion of the Developer Improvements and the Release of Construction Covenants shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as described in Section 407 of this Agreement.

If the Agency refuses or fails to furnish the Release of Construction Covenants, after written request from the Developer, the Agency shall, within fifteen (15) days of written request therefor, provide the Developer with a written statement of the reasons the Agency refused or failed to furnish the Release of Construction Covenants. The statement shall also contain the Agency's opinion of the actions the Developer must take to obtain the Release of Construction Covenants. If the Agency shall have failed to approve or disapprove the Release of Construction

Covenants and provide such written statement within such fifteen (15) day period, the Developer shall thereupon provide written notice to the Agency that the Agency's failure to act within five days of its receipt of such notice will result in the Release of Construction Covenants being deemed approved. If the Agency still fails to approve or disapprove the Release of Construction Covenants and provide such written statement within such five (5) day period, the Developer shall be deemed entitled to the Release of Construction Covenants. The Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Developer Improvements, or any part thereof. The Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

311. Financing of the Developer Improvements.

311.1 Approval of Financing. As required herein and as an Agency Condition Precedent to the Closing, Developer shall submit to Agency evidence that Developer has obtained sufficient equity capital or has obtained firm and binding commitments for construction and permanent financing necessary to undertake the development of the Site and the construction of the Developer Improvements in accordance with this Agreement. The Agency shall approve or disapprove such evidence of financing commitments within thirty (30) days of receipt of a complete submission. Approval shall not be unreasonably withheld or conditioned. No further approval of the identity of the construction lender shall be required if the proposed construction lender is Construction Lending Corporation of America. If Agency shall disapprove any such evidence of financing, Agency shall do so by Notice to Developer stating the reasons for such disapproval and Developer shall promptly obtain and submit to Agency new evidence of financing. Agency shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 311.1 for the approval or disapproval of the evidence of financing as initially submitted to Agency. Developer shall close the approved construction financing prior to or concurrently with the Closing.

Such evidence of financing shall include the following: (a) a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Developer from one or more financial institutions for the mortgage loan or loans for financing to fund the construction, completion, operation and maintenance of the Developer Improvements, subject to such lenders' reasonable, customary and normal conditions and terms, and/or (b) a certification from the chief financial officer of Developer that Developer has sufficient funds for such construction, and that such funds have been committed to such construction, and/or other documentation satisfactory to the Agency as evidence of other sources of capital sufficient to demonstrate that Developer has adequate funds to cover the difference between the total cost of the construction and completion of the Developer Improvements, less financing authorized by those loans set forth in subparagraph (a) above.

311.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages, deeds of trust and sales and leases-back shall be permitted before full repayment of the Promissory Note only with the Agency's prior written approval, which shall not be unreasonably withheld or delayed, but only for the purpose of securing loans of funds to be used for financing the construction of the Developer Improvements (including architecture, engineering, legal, and related direct costs as well as indirect costs) on or in connection with the Site, permanent financing, and any other purposes necessary and appropriate in connection with development under this Agreement. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust which are prior to and senior to the Agency's Deed of Trust exceed the projected cost of constructing the Developer Improvements, as evidenced by

a pro forma and a construction contract which set forth such construction costs. The Developer shall notify the Agency in advance of any mortgage, deed of trust or sale and lease-back financing, if the Developer proposes to enter into the same before completion of the construction of the Developer Improvements. The words "mortgage" and "trust deed" as used hereinafter shall include sale and lease-back.

311.3 Holder Not Obligated to Construct Developer Improvements. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Developer Improvements or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

311.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Developer as provided herein, whenever the Agency may deliver any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Developer Improvements, the Agency shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights granted by the Agency are concerned) have the right, at its option, within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Developer Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the Agency by written agreement reasonably satisfactory to the Agency. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 310 of this Agreement, to a Release of Construction Covenants. It is understood that a holder shall be deemed to have satisfied the thirty (30) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Site (or portion thereof) if and to the extent any such holder has within such thirty (30) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

311.5 Failure of Holder to Complete Developer Improvements. In any case where, thirty (30) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site or any part thereof receives a notice from Agency of a default by the Developer in completion of construction of any of the Developer Improvements under this Agreement, and such holder has not exercised the option to construct as set forth in Section 311, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the Agency may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Site or any part thereof has vested in the holder, the Agency, if it so desires,

shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

a. The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

b. All expenses with respect to foreclosure including reasonable attorneys' fees;

c. The net expense, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Site or part thereof;

d. The costs of any improvements made by such holder;

e. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and

f. Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Developer.

311.6 Right of the Agency to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by the Developer prior to the completion of the construction of any of the Developer Improvements or any part thereof, Developer shall immediately deliver to Agency a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the Agency shall have the right but no obligation to cure the default, to the extent permitted by law or by the terms of such financing. In such event, the Agency shall be entitled to reimbursement from the Developer of all proper costs and expenses incurred by the Agency in curing such default. The Agency shall also be entitled to a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be junior and subordinate to the mortgages or deeds of trust pursuant to this Section 311.

400. COVENANTS AND RESTRICTIONS

401. Use in Accordance with Redevelopment Plan. The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that upon the Closing and during construction, operation, and thereafter, the Developer shall devote the Site to the uses specified in the Redevelopment Plan and this Agreement for the periods of time specified therein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code. The foregoing covenants shall run with the land.

402. Use Covenants. For a term commencing upon the Conveyance and ending upon the expiration of the effectiveness of the Redevelopment Plan, which expires on July 13, 2032, the Developer hereby covenants and agrees that the Site may be used only for such uses as are permitted under the REA.

403. Maintenance Covenants. The Developer shall maintain the Site and all improvements thereon, including all landscaping, in compliance with the terms of the Redevelopment Plan and with all applicable provisions of the City Municipal Code. To ensure Developer's continued maintenance of the Developer Improvements, Developer agrees to execute, acknowledge and record in the official records of Orange County a Maintenance Agreement in the form attached hereto as Attachment No. 10.

404. Parking Agreement. The Agency and the Developer shall enter into a "Parking Agreement," in the form of Attachment No. 8 hereof, pursuant to which the Developer is provided the nonexclusive right to use the Parking Improvements for the benefit of its tenants and their employees, students and invitees. The Developer and the users of the Building shall be entitled to use the Parking Improvements for no charge, provided that the Parking Agreement shall provide for the Developer to provide all maintenance of the Parking Improvements in compliance with the standards set forth therein. In addition to the foregoing, the Agency shall make available or cause to be made available the nonexclusive right to use parking spaces during off-peak hours ("off-peak hours" meaning other than Monday through Friday from 7:30 a.m. to 5:30 p.m.) in the parking lots used by employees and visitors to Garden Grove City Hall. The Agency shall cooperate with Developer and its tenants in formulating a program for directing students to such lots, including a sign program reasonably acceptable to the Agency, the Developer and its tenants.

405. Agency Lease of Portion of Building. . The Developer shall use its reasonable best efforts to lease all of the space in the Building to educational institutions (and retail users, in Developer's discretion) for the uses set forth in Section 402 hereof. In the event that the Major Tenant Lease is terminated during the first five years after the issuance of the certificate of occupancy for the Building as a result of the tenant's breach of such lease, including without limitation the tenant's vacation of the premises or failure to pay required rental amounts, the Developer may request in a written notice to the Agency that the Agency lease such space for a term of one year or the remaining portion of such five year period, whichever is less. Upon such request, the Agency and the Developer shall enter into a lease for the Major Tenant Lease premises in the form of the "Agency Lease" which is attached hereto as Attachment No. 9. The Agency Lease shall be for a term of one year, and the rental amount payable thereunder shall be $16,667 per month. The Agency Lease shall provide for the Developer to assign to the Agency any rights the Developer may have to rent payable under the Major Tenant Lease for the period of the Agency Lease term. The Lease shall provide the Developer the right to terminate the Agency Lease upon not less than __ days notice to the Agency.

406. Agency Development of Adjacent Parcel. The Agency shall not permit the development of more than a ten thousand (10,000) square foot "pad" or "footprint" on the Adjacent Parcel; provided that such requirement shall not limit the total floor area of the development within such 10,000 square foot pad or footprint. The Agency shall be responsible for ensuring that there is sufficient parking located on or near the Adjacent Parcel for such development in order to satisfy the parking requirements of the City and the REA. The Agency and the Developer shall negotiate in good faith with each other towards an agreement whereby the Developer participates in the development of the Adjacent Parcel and shares in the net profits of the ground lease or sale of the Adjacent Parcel.

407. Nondiscrimination Covenants. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the

Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

The Developer shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> "That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. **In contracts:** "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

407. Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. The Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether the Agency has been, remains or is an owner of any land or interest therein in the Site or in the Redevelopment Project. The Agency shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches and to avail itself of the rights granted herein to which it or any other beneficiaries of this Agreement and

covenants may be entitled. The covenants contained in this Agreement shall remain in effect for the periods described herein, specifically including, without limitation, the following:

a. The environmental covenants set forth in Sections 208.5, 208.6 and 208.7 shall remain in effect in perpetuity.

b. The indemnity obligations, as set forth in Section 307 hereof, shall remain in effect in perpetuity.

c. The obligation to comply with applicable laws, as set forth in Section 309 hereof, shall remain in effect in perpetuity.

d. The covenants pertaining to use and operation of the Site which are set forth in Sections 401 and 402 shall remain in effect for the term of the Redevelopment Plan.

e. The covenants against discrimination, as set forth in Section 407, shall remain in effect in perpetuity.

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such Default within thirty (30) days of such notice, or if such default cannot reasonably be cured within such thirty (30) day period, if such party immediately after receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Orange, State of California, in an appropriate municipal court in that county, or in the District of the United States District Court in which such county is located.

503. Termination by the Developer Prior to the Conveyance. In the event that prior to the Conveyance the Developer is not in default under this Agreement and (a) the Agency does not tender title to the Site pursuant to the Grant Deed in the manner and condition and by the date provided in this Agreement, or (b) one or more of the Developer's Conditions Precedent to the Closing is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by the Developer, or (c) any default of the Agency prior to the Closing is not cured within the time set forth in Section 501 hereof, after written demand by the Developer, or (d) the Developer timely disapproves the environmental condition of the Site pursuant to Section 208 hereof, then this Agreement may, at the option of the Developer, be terminated by written Notice thereof to the Agency. From the date of the written Notice of termination of this Agreement by the Developer to the Agency

and thereafter this Agreement shall be deemed terminated, the Good Faith Deposit and any interest accrued thereon shall be returned to the Developer as provided in Section 505, and if the Agreement has been terminated due to the alleged default of the Agency hereunder, the Developer shall be entitled to pursue any remedies it has pursuant to Section 502 hereof.

504. Termination by the Agency Prior to the Conveyance. In the event that prior to the Conveyance the Agency is not in Default under this Agreement and (a) the Developer (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein or in the Site in violation of this Agreement; or (b) one or more of the Agency's Conditions Precedent to the Closing is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by the Agency or City; or (c) the Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 501 hereof; then this Agreement and any rights of the Developer or any assignee or transferee with respect to or arising out of the Agreement or the Site, shall, at the option of the Agency, be terminated by the Agency by written Notice thereof to the Developer. From the date of the written Notice of termination of this Agreement by the Agency to the Developer and thereafter this Agreement shall be deemed terminated, the Agency shall be entitled to retain the Good Faith Deposit and any interest accrued thereon as provided in Section 505 hereof, and there shall be no further rights or obligations between the parties.

505. Developer Deposit; Liquidated Damages. On or before the date of the Agency's consideration and approval of this Agreement, the Developer shall deliver to the Agency cash or a cashier's or certified check in the amount of Twenty-Five Thousand Dollars ($25,000) (the "Good Faith Deposit") as security for the performance of the obligations of the Developer to be performed pursuant to this Agreement, or its retention by the Agency as liquidated damages in accordance with this Section 505. There shall be no obligation to invest the Good Faith Deposit funds, and if invested such funds may be in a general passbook account, and interest, if any, shall accrue to the Agency. Concurrent with the close of the Escrow for the Conveyance, as defined herein, or the Developer's termination of this Agreement pursuant to Section 503 hereof, the Good Faith Deposit shall be returned to the Developer through the Escrow.

<u>LIQUIDATED DAMAGES:</u> THE DEVELOPER AND THE AGENCY, BY THIS AGREEMENT, MUTUALLY AGREE THAT IN THE EVENT OF AGENCY TERMINATION OF THIS AGREEMENT UNDER SECTION 504 HEREOF, THE GOOD FAITH DEPOSIT OF $25,000, TOGETHER WITH ANY INTEREST THEREON, SHALL BE RETAINED BY THE AGENCY AS LIQUIDATED DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY OF THE AGENCY HEREUNDER. IN THE EVENT OF TERMINATION, THE AGENCY WOULD SUSTAIN DAMAGES BY REASON THEREOF WHICH WOULD BE UNCERTAIN. SUCH DAMAGES WOULD INVOLVE SUCH VARIABLE FACTORS AS THE DELAY OR FRUSTRATION OF TAX REVENUES THEREFROM TO THE CITY AND THE AGENCY, THE DELAY OR FAILURE OF THE AGENCY TO FURTHER THE IMPLEMENTATION OF THE REDEVELOPMENT PLAN, AND A LOSS OF OPPORTUNITY TO ENGAGE IN OTHER POTENTIAL TRANSACTIONS, RESULTING IN DAMAGE AND LOSS TO THE AGENCY. IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE AMOUNT OF SUCH DAMAGES TO THE AGENCY, BUT THE PARTIES ARE OF THE OPINION, UPON THE BASIS OF ALL INFORMATION AVAILABLE TO THEM, THAT SUCH DAMAGES WOULD APPROXIMATELY EQUAL THE AMOUNT OF THE GOOD FAITH DEPOSIT (WITH ANY INTEREST THEREON), AND SUCH AMOUNT SHALL BE RETAINED BY

THE AGENCY UPON TERMINATION AS THE TOTAL OF ALL LIQUIDATED DAMAGES FOR ANY AND ALL SUCH DEFAULTS AND NOT AS A PENALTY. IN THE EVENT THAT THIS PARAGRAPH SHOULD BE HELD TO BE VOID FOR ANY REASON, THE AGENCY SHALL BE ENTITLED TO THE FULL EXTENT OF DAMAGES OTHERWISE PROVIDED BY LAW.

THE DEVELOPER AND THE AGENCY SPECIFICALLY ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION BY THEIR SIGNATURES BELOW:

_____	_____
Developer	**Agency**

506. Reentry and Revesting of Title in the Agency After the Closing and Prior to Completion of Construction. The Agency shall have the right, at its election, to reenter and take possession of the Site, with all improvements thereon, and terminate and revest in the Agency the estate conveyed to the Developer if after the Closing and prior to the issuance of the Release of Construction Covenants, the Developer (or its successors in interest) shall:

a. fail to start the construction of the Developer Improvements as required by this Agreement for a period of thirty (30) days after written notice thereof from the Agency; or

b. abandon or substantially suspend construction of the Developer Improvements required by this Agreement for a period of thirty (30) days after written notice thereof from the Agency; or

c. contrary to the provisions of Section 603 Transfer or suffer any involuntary Transfer in violation of this Agreement.

Such right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

1. Any mortgage or deed of trust permitted by this Agreement; or

2. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages or deeds of trust.

The Grant Deed shall contain appropriate reference and provision to give effect to the Agency's right as set forth in this Section 506, under specified circumstances prior to recordation of the Release of Construction Covenants, to reenter and take possession of the Site, with all improvements thereon, and to terminate and revest in the Agency the estate conveyed to the Developer. Upon the revesting in the Agency of title to the Site as provided in this Section 506, the Agency shall, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan, as it exists or may be amended, to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Developer Improvements, or such improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such Site or part thereof in the Redevelopment Plan. Upon such resale of the Site, the net proceeds thereof

after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, shall be applied:

i. First, to reimburse the Agency, on its own behalf or on behalf of the City, all costs and expenses incurred by the Agency, excluding City and Agency staff costs, but specifically, including, but not limited to, any expenditures by the Agency or the City in connection with the recapture, management and resale of the Site or part thereof (but less any income derived by the Agency from the Site or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Site or part thereof which the Developer has not paid (or, in the event that Site is exempt from taxation or assessment of such charges during the period of ownership thereof by the Agency, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Site were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Site or part thereof at the time or revesting of title thereto in the Agency, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Site, or part thereof; and any amounts otherwise owing the Agency, and in the event additional proceeds are thereafter available, then

ii. Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of (a) the costs incurred for the acquisition and development of the Site and for the improvements existing on the Site at the time of the reentry and possession, less (b) any gains or income withdrawn or made by the Developer from the Site or the improvements thereon.

Any balance remaining after such reimbursements shall be retained by the Agency as its property. The rights established in this Section 506 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that the Agency will have conveyed the Site to the Developer for redevelopment purposes, particularly for development of a new extended stay business hotel, and not for speculation in undeveloped land.

507. Acceptance of Service of Process. In the event that any legal action is commenced by the Developer against the Agency, service of process on the Agency shall be made by personal service upon the Director of the Agency or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against the Developer, service of process on the Developer shall be made by personal service upon either of the Managing Members of the Developer, whether made within or outside the State of California, or in such other manner as may be provided by law.

508. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

509. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

510. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

511. Non-Liability of Officials and Employees of the Agency. No member, official or employee of the Agency or the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the Agency (or the City) or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

512. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Garden Grove Agency for Community Development
11222 Acacia Parkway
P.O. Box 3070
Garden Grove, California 92842
Attention: Director

To Developer: Pacific Development Partners, LLC
177 S. Beverly Drive
Beverly Hills, California 90212-3002
Attention: Mark Burger

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes;

lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Developer. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to complete the Developer Improvements shall not constitute grounds of enforced delay pursuant to this Section 602.

603. Transfers of Interest in Site or Agreement.

603.1 Prohibition. The qualifications and identity of the Developer as the operator of high quality office buildings are of particular concern to the Agency. Furthermore, the parties acknowledge that the Agency has negotiated the terms of this Agreement in contemplation of the development and operation of an educational classroom and office building on the Site and the property tax increment to be generated by the development and operation of the Developer Improvements on the Site. Accordingly, for the period commencing upon the date of this Agreement and until the completion of the Developer Improvements and issuance of a Release of Construction Covenants, (a) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, (b) nor shall the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Developer Improvements thereon (collectively referred to herein as a "Transfer"), without the prior written approval of the Agency, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency approval of a Transfer shall not be required in connection with any of the following:

(a) Any Transfer to an entity or entities in which the Developer retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

(b) Any requested assignment for financing purposes (subject to such financing being considered and approved by the Agency pursuant to Section 311 herein), including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Developer Improvements.

In the event of a Transfer by Developer under subparagraphs (a) or (b) above not requiring the Agency's prior approval, Developer nevertheless agrees that at least thirty (30) days prior to such Transfer it shall give written notice to Agency of such assignment and satisfactory evidence that the assignee has assumed in writing through an assignment and assumption agreement of all of the obligations of this Agreement. Such assignment shall not, however, release the assigning Developer from any obligations to the Agency hereunder.

603.3 Agency Consideration of Requested Transfer. The Agency agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 603, provided the Developer delivers written notice to the Agency requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 603 and as reasonably determined by the Agency. The Agency may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement operator, (ii) the transferee's past performance as an owner and operator of office buildings and educational facilities, (iii) the current financial condition of the transferee, and similar factors. The Agency agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the Agency's legal counsel shall also be required for all proposed Transfers. Within thirty (30) days after the receipt of the Developer's written notice requesting Agency approval of a Transfer pursuant to this Section 603, the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, the Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Developer shall promptly furnish to the Agency such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.5 Assignment by Agency. The Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Developer, which approval shall not be unreasonably withheld; provided, however, that the Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Developer.

604. Relationship Between Agency and Developer. It is hereby acknowledged that the relationship between the Agency and the Developer is not that of a partnership or joint venture and that the Agency and the Developer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the Agency shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Developer Improvements. The Developer agrees to indemnify, hold harmless and defend the Agency from any claim made against the Agency arising from a claimed relationship of partnership or joint venture between the Agency and the Developer with respect to the development, operation, maintenance or management of the Site or the Developer Improvements.

605. Agency Approvals and Actions. The Agency shall maintain authority of this Agreement and the authority to implement this Agreement through the Agency Director (or his duly authorized representative). The Agency Director shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses or development permitted on the Site, or add to the costs incurred or to be incurred by the Agency as specified herein, and such approvals, interpretations, waivers and/or amendments may include extensions of time to

perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board.

606. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in three (3) originals, each of which is deemed to be an original.

607. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Attachment Nos. 1 through 8, which are incorporated herein.

608. Real Estate Brokerage Commission. The Agency and the Developer acknowledge that the Developer is liable for the payment of a brokerage fee to Mahler & Company and Lee & Associates in connection with this transaction. The Agency and the Developer each represent and warrant to the other that except as provided above, no other broker or finder is entitled to any commission or finder's fee in connection with the Developer's acquisition of the Site from the Agency. The parties agree to defend and hold harmless the other party from any claim to any such commission or fee from any other broker, agent or finder with respect to this Agreement which is payable by such party.

609. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

610. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

611. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

612. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

613. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

614. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

615. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

616. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency, the Developer of each and every obligation and condition of this Agreement.

617. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

618. Conflicts of Interest. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

619. Time for Acceptance of Agreement by Agency. This Agreement, when executed by the Developer and delivered to the Agency, must be authorized, executed and delivered by the Agency on or before forty-five (45) days after signing and delivery of this Agreement by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Agency and the Developer have executed this Disposition and Development Agreement as of the date set forth above.

AGENCY:

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic

By: _____
Chairman

ATTEST:

_____
Agency Secretary

APPROVED AS TO FORM:

_____
Stradling Yocca Carlson & Rauth,
Agency Special Counsel

DEVELOPER:

PACIFIC DEVELOPMENT PARTNERS, LLC, a Nevada limited liability company

By: _____
Mark T. Burger, Managing Member

By: _____
Ronald Recht, Managing Member

ATTACHMENT NO. 1

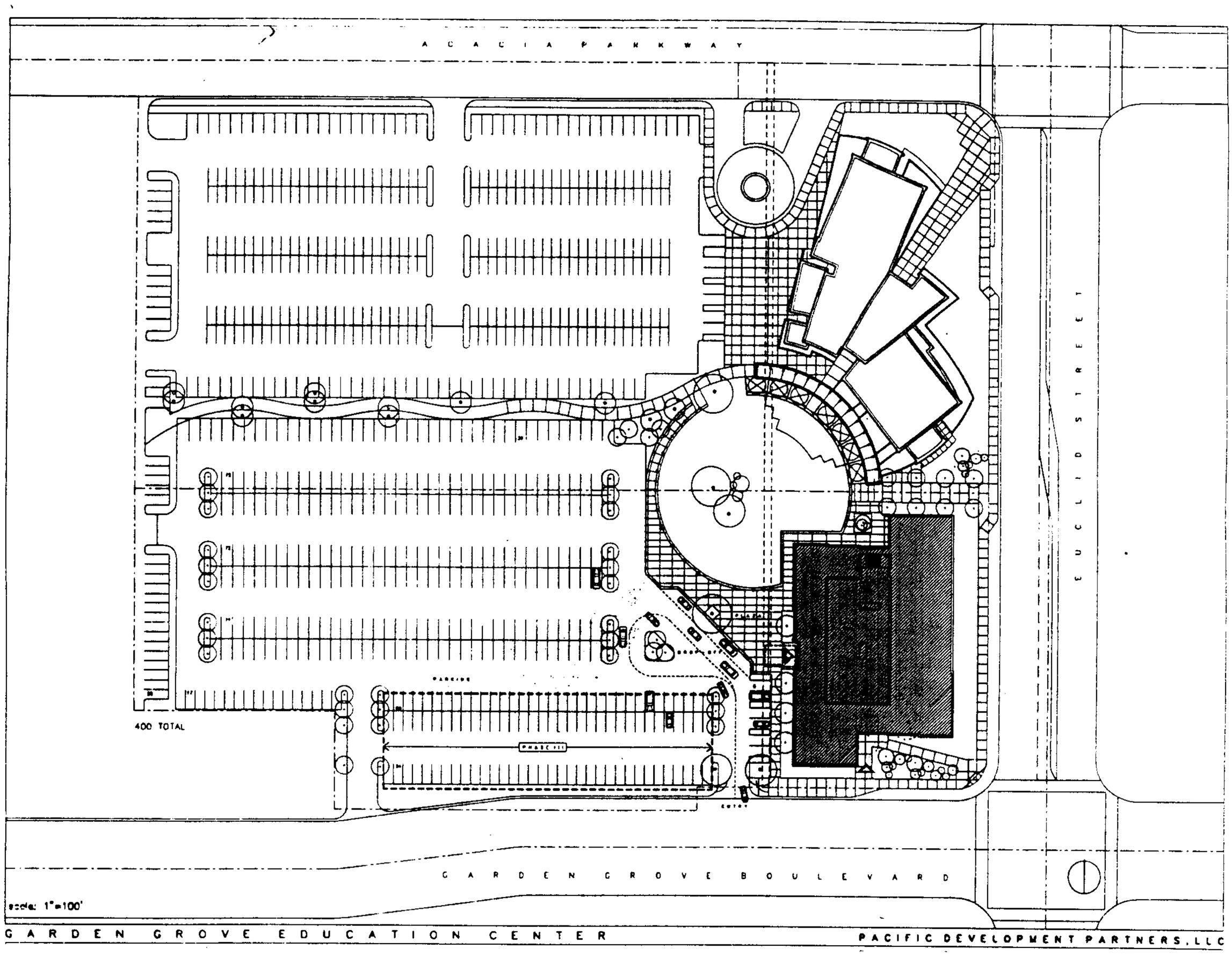
SITE LEGAL DESCRIPTION

That certain real property located in the State of California, County of Orange, City of Garden Grove, and described as follows:

Parcel 1 of Parcel Map No. 94-168 as per Map recorded in Book 290, Pages 36 through 38, inclusive, of Parcel Maps, in the office of the County Recorder of Orange County, California.

ATTACHMENT NO. 2

SITE MAP



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07/30/98

ATTACHMENT NO. 3

RECORDING REQUESTED BY,	)
MAIL TAX STATEMENTS TO	)
AND WHEN RECORDED MAIL TO:	)
	)
Pacific Development Partners, LLC	)
_____	)
_____	)
Attn: _____	)
	)

This document is exempt from payment of a recording fee pursuant to government Code Section 27383.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic (the "Agency"), acting to carry out the Redevelopment Plan ("Redevelopment Plan") for the Garden Grove Community Project (the "Project"), under the Community Redevelopment Law of California, hereby grants to **PACIFIC DEVELOPMENT PARTNERS, LLC**, a Nevada Limited liability company (the "Developer"), the real property hereinafter referred to as the "Site," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described there.

1. Reservation of Mineral Rights. Agency excepts and reserves from the conveyance herein described all interest of the Agency in oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below the surface, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said Site or other lands, but without, however, any right to use either the surface of the Site or any portion thereof within five hundred (500) feet of the surface for any purpose or purposes whatsoever, or to use the Site in such a manner as to create a disturbance to the use or enjoyment of the Site.

2. Conveyance in Accordance With Redevelopment Plan, Disposition and Development Agreement. The Site is conveyed in accordance with and subject to the Redevelopment Plan which was approved and adopted by Ordinance No. 1339 and amended by Ordinance Nos. 1388, 1476, 1548, 1576, 1642, 1699, 1760, 2035 and 2232 of the City Council of the City of Garden Grove, and a Disposition and Development Agreement entered into between Agency and Developer dated _____, 1998 (the "DDA"), a copy of which is on file with the Agency at its offices as a public record and which is incorporated herein by reference. The DDA generally requires the Developer to construct and operate a new classroom/office facility on the Site (the " Developer Improvements"), and other requirements as set forth therein. All terms used herein shall have the same meaning as those used in the DDA.

3. Permitted Uses. The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that upon the date of this Grant Deed and during construction through completion of development and thereafter, the

Developer shall devote the Site to the uses specified in the Redevelopment Plan and this Grant Deed for the periods of time specified therein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to the DDA, shall conform to the DDA, the Redevelopment Plan and all applicable provisions of the City Municipal Code. The foregoing covenants shall run with the land.

4. Use Covenants. For a term commencing upon the date of this Grant Deed and ending upon the expiration of the effectiveness of the Redevelopment Plan, the Developer hereby covenants and agrees that the Site may be used only for those uses which are permitted under the Reciprocal Easement Agreement and Covenants Relating to Real Property by and between the Agency and the Coast Community College District, dated as of February 22, 1996 and recorded in the official records of Orange County on February 27, 1996 as Instrument No. 19960091848, as amended by the First Amendment to Reciprocal Easement Agreement and Covenants Relating to Real Property, dated as of May 14, 1996 and recorded in the official records of Orange County on August 26, 1996 as Instrument No. 19960436243, and as amended by the Second Amendment to Reciprocal Easement Agreement and Covenants Relating to Real Property, dated as of December 10, 1996 and recorded in the official records of Orange County on January 8, 1997 as Instrument No. 19970010499, and as such document may be further amended from time to time.

5. Restrictions on Transfer. The Developer further agrees as follows:

For the period commencing upon the date of this Grant Deed and until the completion of the Developer Improvements and issuance of the Release of Construction Covenants, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under the DDA or this Grant Deed, nor shall the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Developer Improvements thereon, nor shall the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the Building being operated upon the Site, without the prior written approval of the Agency pursuant to Section 603 of the DDA.

The Developer shall not place or suffer to be placed on the Site any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the Developer Improvements on the Site, and any other expenditures necessary and appropriate to develop the Site pursuant to the DDA, except as provided in Section 311 of the DDA.

All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Developer and the permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

6. Nondiscrimination. The Developer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Developer itself or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Developer shall refrain from restricting the rental, sale or lease of the Site on the

basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> "That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

7. **Agency Right of Reentry.** The Agency has the right, at its election, to reenter and take possession of the Site, with all improvements thereon, and terminate and revest in the Agency the estate conveyed to the Developer if after the Closing and prior to the issuance of the Release of Construction Covenants, the Developer (or its successors in interest) shall:

a. fail to start the construction of the Developer Improvements as required by the DDA for a period of thirty (30) days after written notice thereof from the Agency; or

b. abandon or substantially suspend construction of the Developer Improvements required by the DDA for a period of thirty (30) days after written notice thereof from the Agency; or

c. contrary to the provisions of Section 603 of the DDA transfer or suffer any involuntary Transfer in violation of the DDA.

Such right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

1. Any mortgage or deed of trust permitted by the DDA; or

2. Any rights or interests provided in the DDA for the protection of the holders of such mortgages or deeds of trust.

Upon the revesting in the Agency of title to the Site as provided in this Section 7, the Agency shall, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan, as it exists or may be amended, to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Developer Improvements, or such improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such Site or part thereof in the Redevelopment Plan. Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, shall be applied:

i. First, to reimburse the Agency, on its own behalf or on behalf of the City, all costs and expenses incurred by the Agency, excluding City and Agency staff costs, but specifically, including, but not limited to, any expenditures by the Agency or the City in connection with the recapture, management and resale of the Site or part thereof (but less any income derived by the Agency from the Site or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Site or part thereof which the Developer has not paid (or, in the event that Site is exempt from taxation or assessment of such charges during the period of ownership thereof by the Agency, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Site were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Site or part thereof at the time or revesting of title thereto in the Agency, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Site, or part thereof; and any amounts otherwise owing the Agency, and in the event additional proceeds are thereafter available, then

ii. Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of (a) the costs incurred for the acquisition and development of the Site and for the improvements existing on the Site at the time of the reentry and possession, less (b) any gains or income withdrawn or made by the Developer from the Site or the improvements thereon.

Any balance remaining after such reimbursements shall be retained by the Agency as its property. The rights established in this Section 7 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that the Agency will have conveyed the Site to the Developer for redevelopment purposes, particularly for development of a new automobile dealership and appurtenant uses, and not for speculation in undeveloped land.

8. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by paragraph 5 of this Grant Deed; provided, however, that any subsequent owner of the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or

otherwise.

9. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of Developer's obligations hereunder except as provided hereunder shall terminate and shall become null and void upon the expiration of the Redevelopment Plan. Every covenant contained in this Grant Deed against discrimination contained in paragraph 6 of this Grant Deed shall remain in effect in perpetuity.

10. Covenants For Benefit of Agency. All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency, and such covenants shall run in favor of the Agency for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. The Agency, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

11. Revisions to Grant Deed. Both Agency, its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of the fee title to the Site shall have the right with the mutual consent of the Agency to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Site. However, Developer and Agency are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside the Project Area, or any person or entity having any interest in any other such realty. No amendment to the Redevelopment Plan shall require the consent of the Developer.

AGENCY:

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic

By: _____
Chairman

ATTEST:

_____
Secretary of the Agency

APPROVED AS TO FORM:

_____
Stradling Yocca Carlson & Rauth
Agency Special Counsel

DEVELOPER:

PACIFIC DEVELOPMENT PARTNERS, LLC, a Nevada limited liability company

By: _____
Mark T. Burger, Managing Member

By: _____
Ronald Recht, Managing Member

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

513744.4\Jgoetz\22012.0184
07/30/98

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

That certain real property located in the State of California, County of Orange, City of Garden Grove and described as follows:

Parcel 1 of Parcel Map No. 94-168 as per Map recorded in Book 290, pages 36 through 38, inclusive, of Parcel Maps, in the office of the County Recorder of Orange County, California.

ATTACHMENT NO. 4

SCOPE OF DEVELOPMENT

I. ON-SITE DEVELOPMENT AND IMPROVEMENTS

The following requirements shall be the sole financial responsibility of the Developer. All improvements shall be completed in accordance with the Schedule of Performance.

A. Project

The Developer shall construct a 47,000 square foot, two-story educational facility, as well as, 411 on-site parking spaces for student, faculty and administration parking. The parking spaces will be used "in common" with the remainder of the Garden Grove Educational Center and will be accessed in accordance with a Declaration of Covenants, Conditions and Restrictions recorded against the entire Garden Grove Education Center.

B. Except as provided in the Agreement and as hereinafter provided in this Attachment No. 4, the Developer shall be solely responsible for the preparation of the Site for construction; provided, however, the Agency shall be responsible for demolition and removal of all existing Improvements. The Developer shall be responsible for all other actions required to ready the Site for the construction of the Improvements.

Subject to the provisions in the Agreement relating to Hazardous Materials, it shall be the sole responsibility of the Developer, at his/her expense, to investigate and determine the soil and subsurface conditions of the Site and suitability of such Site for the development to be constructed or caused to be constructed by the Developer. Subject to the provisions of Sections 208 and 208.3 of the Agreement, if the soil conditions of the Site are not in all respects entirely suitable for the use or uses to which the Site will be put and the construction of the contemplated Improvements, the Developer may terminate the Agreement. If the Developer does not terminate the Agreement, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the Site and the soil conditions of the Site in all respects (other than relating to Hazardous Materials) in a condition entirely suitable for construction of the Improvements.

C. Easements

The Developer shall grant and permit all necessary and appropriate utility easements and rights and rights for development of the Site, including, but not limited to, sanitary sewers, storm drains, water, electrical, power, telephone, natural gas, CATV, etc., which easements and rights relate to the Site. The Agency shall grant and permit all necessary and appropriate utility easements and rights for the development of the Site including, but not limited to, sanitary sewers, storm drains, water. electrical power, telephone, natural gas, CATV, etc., relating to, affecting or passing over other portions of the Project other than the Site.

II. PUBLIC IMPROVEMENTS

The Developer shall be responsible at its sole cost for:

A. The installation of the necessary utility connection switch at the boundaries of the Site between the Improvements and the water, sanitary sewer, storm drains, mains or other public utilities, or electric, gas, telephone or other public lines owned by a public utility company within or outside of the Site, and the Developer shall secure any permits required for such installation without expense to the Agency.

B. The Agency shall be responsible for the payment to the Developer of any off-site improvement costs. The Developer will agree to install and construct any and all off-site improvements required as a condition of the site plan approval by the Agency and any and all off-site improvements determined necessary by the Agency's Engineering Section (or the City's Engineering Section acting on behalf of the Agency) or the traffic study required as part of the environmental review of the proposed Project.

C. The construction of all off-site improvements shall be constructed in accordance with the technical specifications, standards and practices of the City. Once such items are constructed, the Developer shall be responsible, at his expense, for (1) any and all repairs due to damage caused by the Developer's construction and (2) changes required by the Developer.

III. DEVELOPMENT STANDARDS

All development standards shall be in accordance with the development standards applicable to the Community Center Specific Plan as set forth in the Zoning Ordinance contained in the Garden Grove Municipal Code and development standards contained in the Redevelopment Plan.

The following development standards shall also be applicable to the development of the Site. Where conflicts occur, the more restrictive standards shall apply.

A. Building Design

Goal:

It shall be the goal of the Developer and the Agency to produce an urban character through formal and rejuvenated design concepts for open spaces, buildings, public spaces and walkways.

Standards:

1. The major buildings shall be located close to the street right-of-way lines. While there are no height limitations for the buildings, a minimum setback of ten (10') feet from the back of the sidewalk is recommended.

2. Major buildings or structures should have a contemporary design.

3. Major structures should be constructed of permanent building materials such as concrete. metal, glass or brick.

B. Groundscapes

Goal:

To create an exciting urban environment conducive to the interaction of people, to minimize the impact of traffic on surrounding streets and to promote quality development.

(a) The Developer shall be responsible for the construction of installation of the landscaping and hardscaping within the footprint of the building to be constructed. The Developer shall also be responsible for the physical landscaping or hardscaping the remainder of the Site including the parking and related driveways pursuant to Section A of Article I above. The Developer shall be responsible for the payment of the first

$25,000 of landscaping costs, and the Agency shall be responsible for all costs associated with the landscaping and hardscaping of the Site and the parking lot in excess of the Developer's initial $25,000.

(b) The Developer shall be responsible for the construction of the parking lot. The Developer shall be responsible for the construction of all driveways and curb cuts constructed as part of the surface parking pursuant to Section A of Article I above.

(c) The Developer shall be responsible for the construction of all walkways as part of a major pedestrian promenade or mall or otherwise within the Project.

(d) The Developer shall be responsible for the landscaping of the Project, including the building site and the parking lot pursuant to Section 3 Article B.

(e) The Developer shall be responsible for the construction and installation of the lighting relating to the parking areas and walkways within the Project.

(f) The Developer shall be responsible for the construction of all off-site improvements pursuant to the Agreement or pursuant to Article II above.

(g) The Developer shall be responsible for the demolition and relocation of utilities insofar as necessary for the construction of the improvements on the Site.

IV. AGENCY IMPROVEMENTS

A. Items to be furnished or constructed by the Agency.

1. The Agency shall make available to the Developer its traffic study at no cost to the Developer.

2. The Agency shall be responsible at its sole cost for:

(a) The Agency shall prepare or cause to be prepared and recorded a parcel map which illustrates the Site, easements encumbering the Site, dedications and realignments of street, if any. The Agency shall pay all costs incurred as a result of the preparation and recordation of such map. Recordation of said map shall be completed as a condition precedent prior to the conveyance of the Site to the Developer if the recordation of a map is necessary to cause the Conveyance to comply with the California Subdivision Map Act.

(b) The Agency shall be responsible for the payment of all costs associated with the construction of the parking lot. The Agency shall be responsible for the costs associated with the construction of all driveways and curb cuts constructed as part of the surface parking pursuant to Section A of Article I above.

(c) The Agency shall be responsible for the payment of all costs associated with the construction of all walkways as part of a major pedestrian promenade or mall or otherwise within the Project.

(d) The Agency shall be responsible for the payment of all costs associated with the landscaping of the Project other than the landscaping to be paid for by the Developer at his/her expense pursuant to Section 3 Article B.

(e) The Agency shall be responsible for the payment of all costs associated with the lighting relating to the parking areas and walkways within the Project.

(f) The Agency shall be responsible for the payment of all costs associated with all off-site improvements which are not the responsibility of the Developer pursuant to the Agreement or pursuant to Article II above.

(g) The Agency shall be responsible for the payment of all costs associated with the demolition and relocation of utilities insofar as necessary for the construction of the improvements on the Site.

(h) The Agency shall be responsible for the payment of all costs specifically made the responsibility of the Agency pursuant to the Agreement including, but not limited to, the removal and/or treatment of any Hazardous Materials.

ATTACHMENT NO. 5

SCHEDULE OF PERFORMANCE

1.	Execution of Agreement by the Agency. The Agency shall execute this Agreement, and if approved, shall deliver one executed copy thereof to the Developer.	Within forty-five (45) days after delivery to the Agency of three (3) executed copies of this Agreement.
2.	Submission of Basic Concept Drawings. Developer submits Basic Concept Drawings to Agency.	Prior to or concurrently with execution of this Agreement.
3.	Agency Approval or Disapproval of Basic Concept Drawings. Agency shall review the Basic Concept Drawings and approve or disapprove same.	Prior to or concurrently with execution of this Agreement.
4.	Submission of Site Plan Application for the Project. The Developer shall prepare and submit to the City and Agency a complete Site Plan application.	Within 30 days of the Agency's approval of the Basic Concept Drawings.
5.	Review of Site Plan Application and Approval or Disapproval Thereof. The Agency shall cause the Planning Commission to consider and approve or disapprove the Site Plan application and Site Plan Drawings.	Within 30 days of submission of Site Plan application.
6.	Agency/City Council Review of Site Plan and Approval or Disapproval Thereof. The Agency and/or City Council shall consider and approve or disapprove the Site Plan application and Site Plan Drawings.	Concurrently with the Agency's Consideration of this Agreement.
7.	Submission of Construction Drawings. Developer shall submit to the Building/Engineering Department complete Site Improvement and Construction Drawings.	Within 75 days after approval of Site Plan by the City Council and/or Agency.

8.	Building/Engineering Review of Complete Site Improvement and Construction Drawings. The Building/Engineering Department shall approve or disapprove the complete Site Improvement and Construction Drawings.	Within 45 days after submittal.
9.	Revisions of Site Improvement Drawings By the Developer. Developer shall prepare revised Site Improvement Drawings as necessary, and resubmit them to the Building/Engineering Department for review.	Within 14 days after receipt of Building/Engineering's comments.
10.	Final Review of Complete Site Improvement Drawings. The Building/Engineering Department shall approve or disapprove the revisions submitted by Developer provided that the revisions necessary to accommodate the Department's comments have been made.	Within 20 days after submittal by the Developer.
11.	Revisions of Construction Drawings by the Developer. Developer shall prepare revised Construction Drawings as necessary, and resubmit them to the Building/Engineering Department for review.	Within 14 days after Building/Engineering's approval of Site Improvement Drawings.
12.	Final Review of Complete Construction Drawings. The Building/Engineering Department and Agency shall approve or disapprove the revisions submitted by the Developer, and Developer shall be ready to obtain building permits, provided that the revisions necessary to accommodate the Department's comments have been made.	Within 10 days after submittal by the Developer.
13.	Opening of Escrow. The Agency shall open an Escrow with an Escrow Agent.	Within five (5) days after the date of this Agreement

14.	Environmental Investigation. The Developer's Environmental Consultant shall have completed its environmental investigation of the Site.	Within 120 days of the date of this Agreement.
15.	Parcel Map. The Agency shall secure and record a parcel map which creates a parcel consisting only of the Site.	On or before September 30, 1998.
16.	Conditions Precedent. All of the Conditions Precedent to Closing shall be satisfied (or waived by the appropriate party).	No later than One Hundred Fifty (150) days after the date of this Agreement.
17.	Close of Escrow for Conveyance. Agency shall convey the Site to the Developer.	Not later than thirty (30) days after the satisfaction of all Conditions Precedent to the Closing has occurred.
18.	Commencement of Construction. Developer shall commence construction of the Developer Improvements to be constructed on the Site.	Within thirty (30) days following the Closing.
19.	Completion of Construction. Developer shall complete construction of the Developer Improvements.	Within twelve (12) months following commencement of construction.
20.	Opening for Business. The new classroom/ office building shall open for business upon the Site.	Concurrently with completion of construction.

ATTACHMENT NO. 6

RECORDING REQUESTED BY	)
AND WHEN RECORDED MAIL TO:	)
	)
PACIFIC DEVELOPMENT PARTNERS	)
_____	)
_____	)
Attn:	)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS (the "Release") is made by the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT,** a public body, corporate and politic (the "Agency"), in favor of **PACIFIC DEVELOPMENT PARTNERS, LLC**, a Nevada limited liability company (the "Developer"), as of the date set forth below.

RECITALS

A. The Agency and the Developer have entered into that certain Disposition and Development Agreement (the "DDA") dated _____, 1998 concerning the redevelopment of certain real property situated in the City of Garden Grove, California as more fully described in Exhibit "A" attached hereto and made a part hereof.

B. As referenced in Section 310 of the DDA, the Agency is required to furnish the Developer or its successors with a Release of Construction Covenants upon completion of construction of the Developer Improvements (as defined in Section 100 of the DDA), which Release is required to be in such form as to permit it to be recorded in the Recorder's office of Orange County. This Release is conclusive determination of satisfactory completion of the construction and development required by the DDA.

C. The Agency has conclusively determined that such construction and development has been satisfactorily completed.

NOW, THEREFORE, the Agency hereby certifies as follows:

1. The Developer Improvements to be constructed by the Developer have been fully and satisfactorily completed in conformance with the DDA. Any operating requirements and all use, maintenance or nondiscrimination covenants contained in the DDA and other documents executed and recorded pursuant to the DDA shall remain in effect and enforceable according to their terms.

2. Nothing contained in this instrument shall modify in any other way any other provisions of the DDA.

IN WITNESS WHEREOF, the Agency has executed this Release this _____ day of _____, 199_.

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic

By:_____

Its:_____

ATTEST:

_____

Agency Secretary

APPROVED AS TO FORM:

_____

Stradling, Yocca, Carlson & Rauth
Agency Special Counsel

APPROVED BY DEVELOPER:

PACIFIC DEVELOPMENT PARTNERS, LLC, a Nevada limited liability company

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

That certain real property located in the State of California, County of Orange, City of Garden Grove and described as follows:

Parcel 1 of Parcel Map No. 94-168 as per Map recorded in Book 290, pages 36 through 38, inclusive, of Parcel Maps, in the office of the County Recorder of Orange County, California.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

513744.4\Jgoetz\22012.0184
07/30/98

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

513744.4\Jgoetz\22012.0184
07/30/98

ATTACHMENT NO. 7

RECORDING REQUESTED BY	)
AND WHEN RECORDED MAIL TO:	)
	)
Garden Grove Agency for	)
Community Development	)
11222 Acacia Parkway	)
Garden Grove, California 92840	)
Attention: Real Property Manager	)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "Agreement") is hereby entered into by and between the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic (the "Agency"), and **PACIFIC DEVELOPMENT PARTNERS, LLC**, a Nevada limited liability company (the "Developer"), as of _____, 199_.

RECITALS

A. The Agency and the Developer have entered into a Disposition and Development Agreement ("DDA") on _____, 1998, for the development of a building which is devoted to educational uses located on certain real property located in the Garden Grove Community Project Area, which is more particularly and legally described on Exhibit "A" attached hereto and made a part hereof (the "Site"). The DDA requires that Developer shall execute this Maintenance Agreement, and shall maintain the improvements and the landscaping on the Site in accordance herewith.

B. The Agency and the Developer desire to set forth herein their respective rights and obligations and the maintenance standards (including without limitation the definition of "Maintenance Standards") concerning the maintenance of all the improvements on-site and off-site in the public right-of-way to the back of the curbline(s) abutting the boundary of the Site (herein "improvements to the curbline"). The City is an intended third party beneficiary of this Agreement, and shall have the enforcement rights provided herein.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Purpose of This Agreement.** The purpose of this Agreement is to set forth general maintenance standards and obligations of Developer in its maintenance of the private and public improvements on and within the Site to the back of the curbline.

2. **Parties to the Agreement.**

The Garden Grove Agency for Community Development is a public body corporate and politic of the State of California. The "Agency" as used in this Agreement includes the Garden Grove Agency for Community Development and any assignee of or successor to its rights, powers, and responsibilities.

Pacific Development Partners, is a Nevada limited liability company. The "Developer" as used in this Agreement includes Pacific Development Partners and any assignee of or successor to its rights, powers and responsibilities.

The City of Garden Grove ("City") is a California municipal corporation. The City is a third party beneficiary of this Agreement.

3. **Representatives of the Parties and Services of Notices**. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Agency:	Garden Grove Agency for Community Development 11222 Acacia Parkway Garden Grove, California 92840 Attention: Director
Developer:	Pacific Development Partners 177 S. Beverly Drive Beverly Hills, California 90212-3002

Formal notices, demands and communications to be given hereunder by any party shall be made in writing and may be effected by personal delivery, telecopy, overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested. Notices which are properly mailed shall be deemed communicated not earlier than forty-eight (48) hours after the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

4. **Performance of Maintenance**.

a. Developer shall maintain in accordance with the Maintenance Standards, as hereinafter defined, the private improvements and public improvements and landscaping to the curbline(s) on and abutting the Site. Said improvements shall include, but not be limited to, buildings, sidewalks, pedestrian lighting, landscaping, irrigation of landscaping, architectural elements identifying the Site and any and all other improvements on the Site and in the public right-of-way to the nearest curbline(s) abutting the Site.

b. To accomplish the maintenance, Developer shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply

with the requirements of this Agreement.

c. The following standards ("Maintenance Standards") shall be complied with by Developer and its maintenance staff, contractors or subcontractors:

1. Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

2. Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

3. All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

4. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governing regulations. Precautionary measures shall be employed recognizing that all areas are open to public access.

5. The Developer Improvements (as the term is defined in the DDA) shall be maintained in conformance and in compliance with the approved Site construction and architectural plans and design scheme, as the same may be amended from time to time with the approval of the City (and Agency, if such approval is required) and reasonable commercial development maintenance standards for similar projects, including but not limited to: painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curbline.

6. The Developer Improvements (as defined in the DDA) shall be maintained as required by this Section 4(c) in good condition and in accordance with the custom and practice generally applicable to comparable first-class educational facilities located within Orange County, California. The public right-of-way improvements to the curbline(s) shall be maintained as required by this Section 4(c) in good condition and in accordance with the custom and practice generally applicable to public rights-of-way within the City of Garden Grove, California.

5. Failure to Maintain Developer Improvements. In the event Developer does not maintain the private improvements and the public improvements or the Site to the curbline(s) in the manner set forth herein and in accordance with the Maintenance Standards, Agency and/or City shall have the right to maintain such private and/or public improvements, or to contract for the

correction of such deficiencies, after written notice to Developer. However, prior to taking any such action, Agency agrees to notify Developer in writing if the condition of said improvements do not meet with the Maintenance Standards and to specify the deficiencies and the actions required to be taken by Developer to cure the deficiencies. Upon notification of any maintenance deficiency, Developer shall have thirty (30) days within which to correct, remedy or cure the deficiency. If the written notification states the problem is urgent relating to the public health and safety of the City or the Agency, then Developer shall have forty-eight (48) hours to rectify the problem.

In the event Developer fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such maintenance deficiency after notification and after the period of correction has lapsed, then City and/or Agency shall have the right to maintain such improvements. Developer agrees to pay Agency such charges and costs. Until so paid, the Agency shall have a lien on the Site for the amount of such charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Site. Upon recordation of a Notice of a Claim of Lien against the Site, such lien shall constitute a lien on the fee estate in and to the Site prior and superior to all other monetary liens except: (i) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; (ii) the lien or charge of any mortgage, deed of trust, or other security interest then of record made in good faith and for value, it being understood that the priority of any such lien for costs incurred to comply with this Agreement shall date from the date of the recordation of the Notice of Claim of Lien. Any such lien shall be subject and subordinate to any lease or sublease of the interest of Developer in the Site or any portion thereof and to any easement affecting the Site or any portion thereof entered into at any time (either before or after) the date of recordation of such a Notice. Any lien in favor of the Agency created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien describing such lien as aforesaid, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgage or beneficiary thereunder expressly subordinates his interest, of record, to such lien. No lien in favor of the Agency created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien. Upon foreclosure of any mortgage or deed of trust made in good faith and for value and recorded prior to the recordation of any unsatisfied Notice of Claim of Lien, the foreclosure-purchaser shall take title to the Site free of any lien imposed by the Agency that has accrued up to the time of the foreclosure sale, and upon taking title to the Site, such foreclosure-purchaser shall only be obligated to pay costs associated with this Agreement accruing after the foreclosure-purchaser acquires title to the Site. If the Site is ever legally divided with the written approval of the Agency and fee title to various portions of the Site is held under separate ownerships, then the burdens of the maintenance obligations set forth herein and in this Agreement and the charges levied by the Agency to reimburse the Agency for the cost of undertaking such maintenance obligations of Developer and its successors and the lien for such charges shall be apportioned among the fee owners of the various portions of the Site under different ownerships according to the square footage of the land contained in the respective portions of the Site owned by them. Upon apportionment, no separate owner of a portion of the Site shall have any liability for the apportioned liabilities of any other separate owner of another portion of the Site, and the lien shall be similarly apportioned and shall only constitute a lien against the portion of the Site owned in fee by the owner who is liable for the apportioned charges levied by the Agency and secured by the apportioned lien and against no other portion of the Site. Developer acknowledges and agrees City and Agency may also pursue any and all other remedies available in law or equity.

Developer shall be liable for any and all attorneys' fees, and other legal costs or fees incurred in collecting said maintenance costs.

6. **Compliance with Law**. Developer shall comply with all local, state and federal laws relating to the uses of or condition of the Site private improvements and public improvements to the curbline(s). Local laws for the purposes of this section shall include only those ordinances which are nondiscriminatory in nature and applicable to the public welfare, health, safety and aesthetics. If any new local laws relating to uses of or condition of the improvements create a condition or situation that constitutes a lawful nonconforming use as defined by local ordinance with respect to the Site or any portion thereof, then so long as the lawful nonconforming use status remains in effect (i.e., until such lawful status is properly terminated by amortization as provided for in the new local law or otherwise), Developer shall be entitled to enjoy the benefits of such lawful nonconforming use pursuant to the lawful nonconforming uses ordinance.

7. **Covenants Run with the Land**. The Developer Improvements to the curbline(s) and the maintenance thereof touch and concern the Site and inure to the benefit of any and all present or successive owners of the Site. Therefore, whenever the word "Developer" is used herein, it shall include the owner as of date of execution of this Agreement, and any and all successive owners or assigns of the Site, and the provisions hereof are expressly binding upon all such successive owners or assigns, and the parties agree all such provisions shall run with the land. Agency or City shall cause a fully executed copy of this Agreement to be recorded in the Office of the Orange County Recorder. Notwithstanding the foregoing, in the event Developer or its successors or assigns, shall convey its fee interest in all or any portion of the Site, the conveying owner shall be free from and after the date of recording such conveyance of all liabilities, respecting the performance of the restrictions, covenants or conditions contained in this Agreement thereafter to be performed with respect to the Site, or any part thereof, it being intended that the restrictions, covenants and conditions shall be binding upon the record owners of the Site only during such time as they own the same, provided that the conveying owner shall remain liable for any actions prior to the date of the conveyance.

8. **Indemnification**. Developer agrees to protect, defend, indemnify and hold harmless City and Agency and their elective and appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney fees, (a) for injury to, or death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement by Developer or its agents, servants, employees or contractors, but not from (i) the negligence or intentional acts of the City or Agency, or their agents, servants, employees or contractors in connection with supervision or direction of the work, or (ii) third parties unrelated to Developer or its agents, servants, employees or contractors, but not by the City or Agency or their respective agents, servants, employees or contractors and (b) from violation of any statute, law regulation or other legal requirement concerning a safe place for employment of workers by Developer or its agents, servants, employees or contractors, but not by (i) the City or the Agency or their respective agents, servants, employees or contractors or (ii) third parties unrelated to Developer or its agents, servants, employees or contractors.

Developer shall comply with all of the provisions of the Workers' Compensation Insurance and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto, and all

similar state, federal or local laws applicable; and shall indemnify and hold harmless City and Agency from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees, presented, brought or recovered against City or Agency, for or on account of any liability under any of said laws which may be incurred by reason of work performed under this Agreement by Developer or its agents, servants, employees, contractors, but not by the sole acts of City and/or the Agency or if available, their respective agents, servants, employees or contractors.

City and Agency do not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreements because of the acceptance by City or the deposit with the City by Developer of any insurance policies or certificate of insurance purporting to indemnify for the aforesaid losses. The aforesaid hold harmless agreements by Developer shall apply to all liabilities, claims, expenses and damages of every kind, including but not limited to reasonable attorney fees, suffered or alleged to have been suffered, by reason of the aforesaid operations by Developer or any of its agents, servants, employees or contractors, regardless of whether or not such insurance policies are applicable.

Similarly, the City and the Agency shall protect, defend, indemnify, and hold harmless Developer, its successors and assigns, and/or if available, their respective boards, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney's fees, (a) for injury to, or death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the acts or inactions taken by the City and/or the Agency pursuant to the terms of this Agreement, but not the negligence or intentional acts of Developer, or its agents, servants, employees or contractors; and (b) from violation of any statute, law, regulation, or other legal requirement concerning a safe place for employment of workers by the City and/or the Agency, or their respective agents, servants, employees or contractors or by (i) Developer or its agents, servants, employees or contractors or (ii) third parties unrelated to the City or Agency or their respective agents, servants, employees or Contractors.

The City and/or the Agency shall comply with all the provisions of the Workers' Compensation Insurance and Safety and Employment Laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code an all amendments thereto, and all similar state, federal or local laws applicable; and shall indemnify and hold harmless Developer and its successors and assigns, from and against any and all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees, presented, brought or recovered against Developer or its successors and assigns, for or on account of any liability under any of said laws which may be incurred by reason of any work performed under this Agreement by the City and/or Agency, or their respective agents, servants, employees or contractors, but not by (i) Developer or its agents, servants, employees or contractors or (ii) third parties unrelated to the City or Agency or their respective agents, servants, employees or contractors.

Developer or its successors or assigns do not, and shall not, waive any rights against the City and/or the Agency which it (they) may have by reason of the aforesaid hold harmless agreement because of any insurance policies or certificates of insurance purporting to indemnify for the aforesaid losses. The aforesaid hold harmless agreement by the City and/or the Agency shall apply to all liabilities, claims, expenses and damages of every kind, including, but not

limited to, reasonable attorney's fees, suffered or alleged to have been suffered, by reason of the aforesaid operations by the City and/or the Agency, or their respective agents, servants, employees or contractors, regardless of whether or not such insurance policies are applicable.

9. Workers Compensation Insurance Requirements. Developer shall obtain and maintain during the life of this Agreement workers' compensation insurance and if any work is sublet by Developer, then Developer shall require the subcontractor similarly to provide workers' compensation insurance. Developer agrees to indemnify City and Agency for any damages resulting to it from failure of either Developer or any subcontractor to obtain or maintain such insurance.

10. Bodily Injury and Damage Insurance Requirements. The Developer shall defend, assume all responsibility for and hold the Agency and the City and their officers, employees, and agents, harmless from, all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any of the Developer's activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement.

11. Waiver. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The aggrieved party shall give written notice of the default to the party in default as set forth in Section 3 hereof. The defaulting party must within a reasonable time commence to cure, correct, or remedy such default, and shall complete such cure, correction or remedy with reasonable and due diligence, and during such period or curing shall not be in default. The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The exercise of any remedy shall not preclude the exercise of other remedies City, Agency, or Developer may have at law or at equity.

12. Modification. This Agreement may be modified only by subsequent mutual written agreement executed by Developer and the Agency.

13. Attorney's Fees. In the event of litigation arising out of any breach of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement as of the date first set forth above.

AGENCY:

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic

By: _____

Chairman

ATTEST:

_____
Secretary of the Agency

APPROVED AS TO FORM:

_____
Stradling Yocca Carlson & Rauth,
Special Counsel to the Agency

DEVELOPER:

PACIFIC DEVELOPMENT PARTNERS, LLC, a
Nevada limited liability company

By:_____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

That certain real property located in the State of California, County of Orange, City of Garden Grove and described as follows:

Parcel 1 of Parcel Map No. 94-168 as per Map recorded in Book 290, pages 36 through 38, inclusive, of Parcel Maps, in the office of the County Recorder of Orange County, California.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

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Title Or Type Of Document

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Number Of Pages

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Date Of Document

_____

ATTACHMENT NO. 8

PARKING LEASE

This **PARKING LEASE** (this "Lease") is entered into as of _____, 199_, by and between the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic (the "Agency"), and **PACIFIC DEVELOPMENT PARTNERS, LLC,** a Nevada limited liability company (the "Developer").

RECITALS

A. The Garden Grove Agency for Community Development (the "Agency") and the Developer have entered into that certain Disposition and Development Agreement dated _____, 1998 (the "DDA"), a copy of which is on file and available for public inspection with the Agency Secretary.

B. Under the terms of the DDA, the Agency has conveyed certain real property to the Developer, and the Developer has constructed a classroom/office facility thereon (the "Developer Site").

C. In order to operate the classroom/office facility on the Developer Site, the Developer desires to obtain a lease of parking spaces in certain real property owned by the Agency (the "Agency Parking Lot") for parking and under such lease to have access to a certain number of parking spaces thereon.

D. The Agency owns in fee certain real property, currently improved with a parking lot, located adjacent to the Developer Site (the "Agency Parking Lot"), and which is depicted on the Map of Agency Parking Lot attached hereto as Exhibit "A" and incorporated herein by this reference.

E. The Agency and the Developer desire to enter into this Lease in order to: (i) lease to the Developer a certain number of parking spaces in the Agency Parking Lot, (ii) provide for the Developer's tenants and their employees, students and authorized or permitted invitees of the Developer and Developer's tenants (collectively herein "Authorized Users or Developer's Authorized Users") the right to use the Agency Parking Lot during the Term hereof, and (iii) for the Developer to perform certain maintenance responsibilities in consideration therefor.

NOW, THEREFORE, the Agency and the Developer hereby agree as follows:

1. Lease of Parking Spaces in Agency Parking Lot

1.1 Lease of Parking Spaces in Agency Parking Lot. The Agency hereby leases to the Developer ___ parking spaces in the Agency Parking Lot for vehicular parking. Developer and its

Authorized Users are not assigned or entitled to be provided any particular designated parking spaces. This lease of parking spaces within the Agency Parking Lot is not, shall not be construed to be, and is not intended to be a grant of a fee interest or an easement in the Agency Parking Lot, and is not intended to be a lease of the entire Agency Parking Lot to the Developer. The Agency reserves the right to lease to or allow the use of the other parking spaces in the Agency Parking Lot by other owners and tenants of buildings within the Garden Grove Higher Education Center, and merchants of improvements located on Main Street between Garden Grove Boulevard and Acacia Parkway. The Agency will not allow the use of the Agency Parking Lot by the general public.

1.2 Developer's Use of Agency Parking Lot. Developer shall use the Agency Parking Lot subject to and in accordance with all of the terms and conditions of this Lease including, without limitation, the following:

a. Parking in Designated Areas. Developer's and the Developer's Authorized Users' vehicles shall be parked within the boundaries of any parking spaces striped on the Agency Parking Lot.

b. Identification of Authorized Users. Developer and the Developer's Authorized Users shall comply with all rules and regulations for the operation of the Agency Parking Lot established by the Agency from time to time pursuant to Section 2.2 hereof, including, without limitation, rules regarding identification of Developer's Authorized Users.

c. Pedestrian and Vehicular Ingress and Egress. Developer and the Developer's Authorized Users shall have rights of pedestrian and vehicular ingress and egress to the Agency Parking Lot in accordance with the terms and conditions herein set forth. The Agency Parking Lot shall be accessible for purposes of both pedestrian and vehicular ingress and egress by the Developer and its Authorized Users; provided, however, that the Developer and the Agency may mutually agree, in writing, to close all or a portion of the Agency Parking Lot for certain specific periods of time in Agency's sole discretion.

1.3 Lease Term. The term of this Lease shall commence upon the date of this Lease and shall remain in effect until July 13, 2032 (the "Term").

1.4 Rent. In consideration for the lease of parking spaces within the Agency Parking Lot, the Developer shall comply with all of its obligations hereunder. No rent shall be payable by Developer for the lease of parking spaces in the Agency Parking Lot.

2. Maintenance Of Agency Parking Lot.

2.1 Maintenance of Agency Parking Lot.

a. Developer's Obligation to Maintain Agency Parking Lot. During the Term of this Lease Developer shall maintain the Agency Parking Lot in accordance with the Maintenance Standards, as hereinafter defined. The following maintenance standards ("Maintenance Standards") shall be complied with by Developer and its maintenance staff, contractors or subcontractors:

1. The Agency Parking Lot shall be maintained in a condition consistent with the other parking lots owned and operated by the Agency and the City of Garden Grove.

2. The driveways, access ways to and from public streets, landscaping and lighting and every other aspect of the Agency Parking Lot shall be maintained in good operating order and condition and reasonably clean and neat and free from dirt, trash, debris, and graffiti, and in such a manner that the condition thereof does not constitute a nuisance and does not unreasonably interfere with the use and enjoyment of the Agency Parking Lot.

3. The Agency Parking Lot shall be re-slurried, re-striped and re-painted as often the Agency reasonably deems necessary. In addition, the light standards shall be re-painted as needed in order to ensure that they are maintained in good condition and in order to prevent peeling, cracking, and rusting, and the light fixtures shall be replaced as needed.

4. Cracked and damaged concrete and asphalt shall be patched and/or replaced as soon as such cracking/damage occurs.

5. Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

6. Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

7. All maintenance work shall conform to all applicable federal and state Occupational Safety and Health Act standards and regulations for the performance of maintenance.

8. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governing regulations. Precautionary measures shall be employed recognizing that all areas are open to public access.

b. Failure to Maintain Improvements. Agency shall notify Developer in writing if the condition of the Agency Parking Lot does not meet with the Maintenance Standards, and shall specify the deficiencies and the actions required to be taken by Developer to cure the deficiencies. Upon notification of any maintenance deficiency, Developer shall have thirty (30) days within which to correct, remedy or cure the deficiency. If the written notification states the problem is urgent relating to the public health and safety, then Developer shall have forty-eight

(48) hours to rectify the problem. In the event Developer fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such maintenance deficiency after notification and after the period of correction has lapsed, then Agency shall have the right to maintain such improvements. Developer agrees to pay Agency such charges and costs.

2.2 Operation of Agency Parking Lot. The Agency may establish reasonable rules and regulations regarding the use of the Agency Parking Lot in order to ensure that the Agency Parking Lot is operated and maintained in accordance with this Lease; provided however, that the Agency's ability to impose any such rules and regulations is specifically subject to and shall not interfere with the rights created hereunder.

2.3 Insurance. Developer shall obtain and maintain all of the same types and amounts of insurance coverage with respect to the Agency Parking Lot as Developer is required to provide pursuant to Section 306 of the DDA. All policies shall name and be for the protection of the Agency.

3. Damage Or Destruction Of Agency Parking Lot; Condemnation. Agency shall not be obligated to repair or restore the Agency Parking Lot after damage or destruction. In the event all or any portion of the Agency Parking Lot is taken pursuant to an exercise of the power of eminent domain by any lawful authority, the Agency shall be entitled to all portions of any condemnation award and this Lease shall terminate as to the portion or portions of the Agency Parking Lot taken as of the date possession is delivered to the condemning authority, but shall continue in effect as to all portions of the Agency Parking Lot not taken.

4. Defaults And Remedies.

4.1 Notice and Opportunity to Cure. In the event of a violation of any provision hereof by either the Agency or the Developer, no breach shall be deemed to have occurred hereunder unless the party committing such violation fails to cure within thirty (30) days after written notice to do so by the other party; provided that if such violation cannot be cured within such thirty (30) day period, no breach shall be deemed to have occurred unless the party committing the violation has failed to commence such cure within such thirty (30) day period and thereafter diligently to prosecute such cure to completion.

4.2 Cure by Non-Defaulting Party. In the event a default is not cured within the time provided under Section 4.1 hereof, the non-defaulting party may, but is not obligated to, cure the default, in which event the defaulting party upon demand shall reimburse the non-defaulting party all costs and expenses incurred in curing the default, including but not limited to reasonable attorneys' fees. In the event a default is not cured within the time provided under Section 4.1, the non-defaulting party shall be entitled to any and all remedies available at law or in equity.

4.3 Cumulative Rights. The rights and remedies created hereunder, including those not specifically described, shall be cumulative and, except as otherwise may be provided by California statutory law in effect at the time, the parties may pursue any or all of such rights and remedies, at the same time or separately.

4.4 No Waiver. No delay or omission of Agency or Developer to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by the other party hereunder.

4.5 Attorneys' Fees. In any legal, equitable or arbitration proceeding for the enforcement of or to restrain the violation of this Lease or any provision hereof, including but not limited to any appeal proceedings, the prevailing party or parties shall also be entitled to receive its reasonable attorneys' fees incurred pursuant thereto.

5. General Provisions

5.1 Nondiscrimination. There shall be no discrimination against any person, or group of persons or account of race, color, creed, religion, sex, marital status, age, handicap, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Agency Parking Lot, nor shall either party itself or any person claiming under or through such party, establish or permit any such practice or practices of discrimination or segregation with the reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Agency Parking Lot and/or the improvements thereon.

5.2 Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Lease must be in writing and shall be sufficient if personally delivered, sent by reliable next day courier service (e.g., FedEx), or if sent by United States first class or certified mail, postage prepaid or express delivery service with a receipt showing the date of delivery at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Garden Grove Agency for Community Development
11222 Acacia Parkway
Garden Grove, California 92840
Attention:

To Developer: Pacific Development Partners, LLC
177 S. Beverly Drive
Beverly Hills, California 90212-3002

Any written notice, demand or communication shall be deemed to have been given on the delivery date or the date that delivery is refused by the addressee, as shown on the return receipt, on the next business day if sent by reliable next day courier service, or if mailed by first class mail on the fifth (5th) day following the day the notice was deposited in the U.S. Mail.

5.3 Relationship Between Agency and Developer. It is hereby acknowledged that the relationship between the Agency and the Developer is not that of a partnership or joint venture and that the Agency and the Developer shall not be deemed or construed for any purpose to be the agent of the other.

5.4 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Lease.

5.5 Severability. If any term, provision, condition or covenant of this Lease or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

5.6 Agency Director Authorized to Sign Lease. The Agency hereby authorizes the Agency Director to execute this Lease, and the Agency Director and his designees are authorized to carry out this Lease.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the day and year first written above.

AGENCY:

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic

By:_____

ATTEST:

_____
Agency Secretary

APPROVED AS TO FORM:

_____
Stradling Yocca Carlson & Rauth
Agency Special Counsel

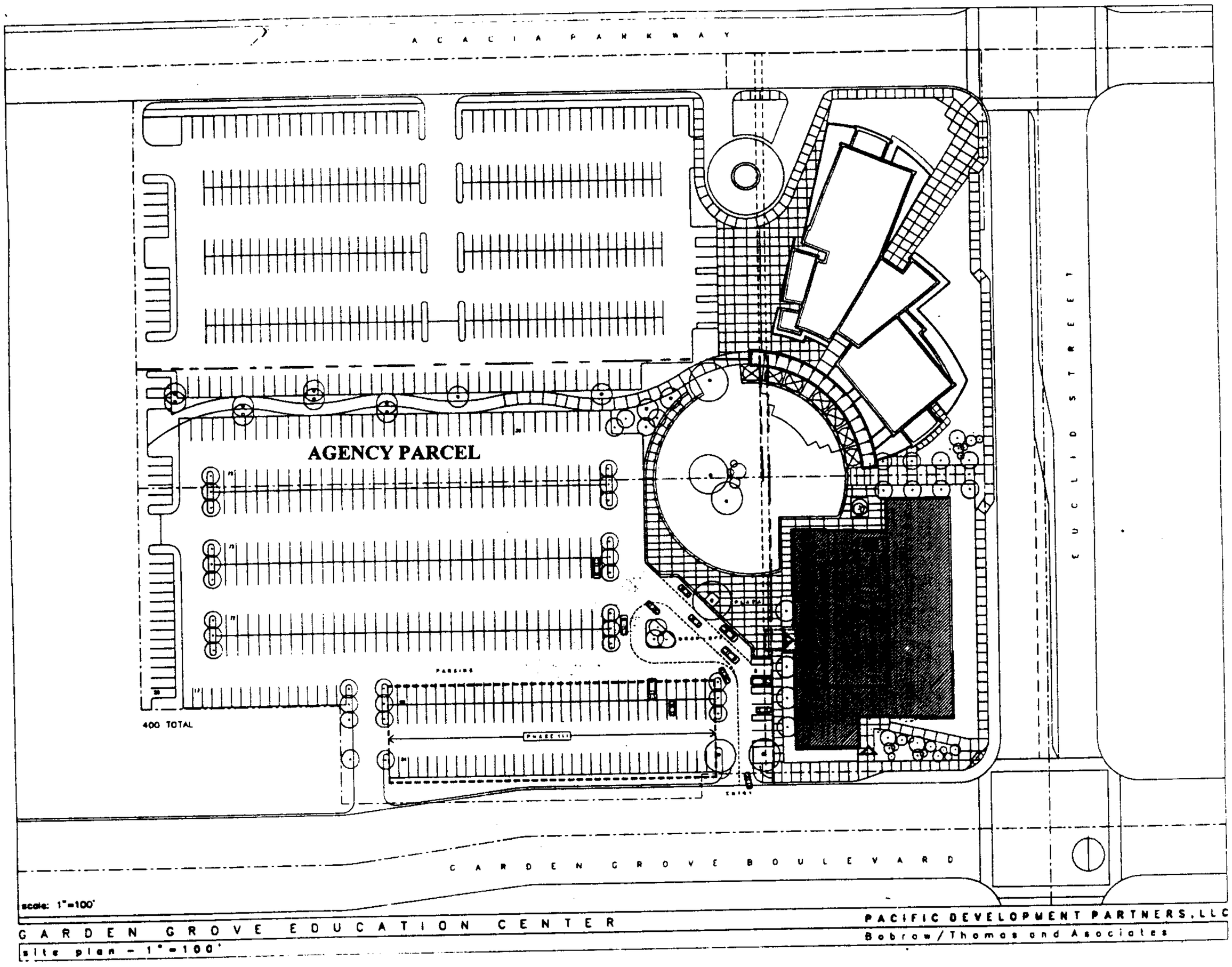
DEVELOPER:

PACIFIC DEVELOPMENT PARTNERS, LLC, a Nevada limited liability company

By: _____
Its: _____

EXHIBIT "A"

MAP OF AGENCY PARKING LOT



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature Of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

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Number Of Pages

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Date Of Document

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Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

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☐ 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.

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Number Of Pages

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Date Of Document

_____
Signer(s) Other Than Named Above

ATTACHMENT NO. 9

FORM OF AGENCY LEASE

[To Be Attached]

ATTACHMENT NO. 10

RIGHT OF ENTRY AGREEMENT

[To Be Attached]