

APPLICATION CHECKLIST AND CASE PROGRESS LOG

Case Identification No. SP-113-91 Case Planner Paul
 Date Filed _____ Application Det. Complete _____ Hearing Date 7/25 Hearing Body PC

Applicant Collings and Associates Owner Sparkletts Drinking Water
 Address 1755 Newhope St # H Address 4500 York Blvd L.A. 90041
 Phone (914) 432-0618 Fountain Valley CA 92708 Phone (213) 259-2081

Site Address 11392 Westminster Assessor Parcel No(s) 100 191038
 Site Location s/s Westminster w/o Newhope General Plan Ind
 City Map Coordinate Q17 Current Zone CM
 Zone Map Coordinate _____ Proposed Zone C3

PROCESSING INFORMATION

	<u>Planned</u>	<u>Actual Complete</u>		<u>Planned</u>	<u>Actual Complete</u>
Pre Application Conference	XXX	_____	Site Visit/Pictures	_____	_____
Committee Review	_____	_____	Resumes Distributed	XXX	_____
P.C.C. Review	_____	_____	Resumes Due	_____	_____
Comments Transmitted to App.	XXX	_____	Facilities Engineering	_____	_____
Application Submitted	XXX	_____	Fire	_____	_____
Application Correction Notice	XXX	_____	Plan Check	_____	_____
Application Determined Complete	_____	_____	Police	_____	_____
Case Entered in Log Book	XXX	_____	Redevelopment Agency	_____	_____
Fees Sent to Cashier	XXX	_____	Sanitary District	_____	_____
Case Entered on Board (Hearing Date Determined)	XXX	_____	Traffic Engineering	_____	_____
Case File Prepared	XXX	_____	Water Services	_____	_____
Application Acceptance Letter	XXX	_____	Legals Delivered to Paper	_____	_____
Initial Study for PCC	_____	_____	Mailed Legals Sent Out	_____	_____
Negative Declaration (PCC)	_____	_____	Staff Report-First Draft	_____	_____
P.C.C. Env. & Technical Review	_____	_____	Staff Report-Second Draft (Report Cover Sheet)	_____	_____
Prepare Mailing List	_____	_____	Final Staff Report	_____	_____
Draft Legal Notice	_____	_____	Staff Report Delivered	_____	_____
Final Legal Notice	_____	_____			

Identification No. A-114-91
SP-113-91
CUP-121-91

DEVELOPMENT SERVICES DEPARTMENT
PUBLIC HEARING NOTICE WORKSHEET

Subject Site: (See Attached Map-Red Circles)

100 190 386

1. Total Subject Site _____

300 Foot Radius (See Attached Map-Yellow Circles)

- () * 100-190-10 () _____ () _____
- () ↓ () _____ () _____
- () 18 () _____ () _____
- () 39 () _____ () _____
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2. Total 300' Radius _____

Analyst _____ Total to be notified (1+2) _____
Analyst _____ Total parcels on map _____
Clerical _____ Total parcels on printout _____
Analyst _____
Date _____ Planning Supervisor _____ Date _____

* () indicates total number of parcels in range

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

A-114-91
SP-113-91
WP-121-91
CASE NUMBER

DEVELOPMENT REVIEW
AND COMMENT SHEET

TO: Frank DATE OUT: 6/26/91
FROM: Paul - Current Planning RETURN BY: 7/5/91
APPLICANT: Gillings and Associates DATE IN: _____
REQUEST: site plan approval to construct a 27,064 sf.
industrial building, CUP approval for warehousing and a
zone change to change zoning from EM to M-1.
SITE LOCATION: s/s Westminster, w/o Newhope
ADDRESS: 11397 Westminster
ASSESSOR PARCEL NOS.: 100-190-38

ANALYSIS

- NO COMMENTS
- COMMENTS/Analysis (Information to be included in STAFF REPORT or for Planning information)

- ① Legend needs to be improved
- ② Traffic Circulation on site needs to be improved restricted to right in and out.
- ③ Overall parking requirement based on total building coverage not just GFA
4. Development Agreement

Property 2

All that certain land situated in the Rancho Las Bolsas, described as follows:

That portion of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section Nine, Township Five South, Range Ten West, S. B. B. & M., described as follows:

Parcel 1

Beginning at the Northeast corner of the Northwest quarter of said Section Nine; thence South 0° 29' 15" East 289.39 feet to the true point of beginning; thence continuing along said quarter section line South 0° 29' 15" East 247.22 feet; thence South 89° 23' 56" West 352.02 feet to the center line of a pipe line; thence along said pipe line North 0° 40' 35" West 247.22 feet; thence North 89° 23' 56" East 352.84 feet to the true point of beginning.

Parcel 2

Beginning at the Northeast corner of the Northwest quarter of said Section 9; thence South 0° 29' 15" East, 660.43 feet to the true point of beginning; said point being the Northeast corner of Tract No. 2463 as shown on a map recorded in Book 72, Page 47 of Miscellaneous Maps, records of Orange County, California; thence along northerly line of said Tract No. 2463, South 89° 23' 56" West 351.60 feet to the centerline of a pipeline; thence along said pipeline North 0° 40' 35" West 123.82 feet; thence North 89° 23' 56" East, 352.02 feet to the above mentioned quarter section line; thence along said quarter section line South 0° 29' 15" East 123.82 feet to the true point of beginning.

*Declarator
approved
1-13-92*

As described in Book 100, Page 190, Parcel 26, Records of Orange County.

This property is located at and is known by the following address:
1522 North Newhope Street, Santa Ana, CA 92703

We hereby agree and covenant with the City of Garden Grove that the above legally described real property shall be held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of satisfying various Uniform Codes and handicapped access regulations adopted by the Garden Grove Municipal Code and State and Federal law.

ALL-PURPOSE ACKNOWLEDGMENT

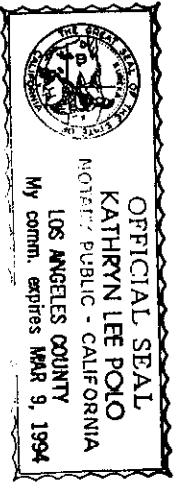
NO 209

State of California
County of San Diego }

On January 15, 1993 before me, Kathryn Lee Polo (name, title of officer), personally appeared Charles A. Moore

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.



Kathryn Lee Polo
Signature

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- CORPORATE OFFICER(S)
President TITLES)
Moore & Moore COMPANY
- PARTNER(S) PARTNERSHIP#
- ATTORNEY-IN-FACT PRINCIPAL(S)
- TRUSTEE(S) TRUST
- OTHER TITLES)
- _____ TITLES)
- _____ ENTITIES) REPRESENTED
- _____ ENTITIES) REPRESENTED

This covenant and agreement shall run with all of the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect until released by the authority of the Director of Development Services of the City of Garden Grove upon submittal of request, applicable fees, and evidence that this Covenant and agreement is no longer required by law.

SIGNATURES MUST BE NOTARIZED

Owner's Name McKesson Water Products Company

(Please type or print)

Signature of owner Charles A. Munis

Name of Corporation McKesson Corporation

Dated this 15th day of January, 1992.

PRIOR TO RECORDING APPROVAL REQUIRED BY
Director of Development Services

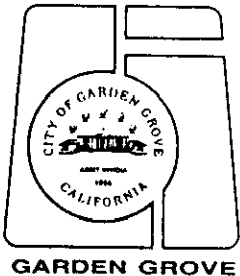
APPROVED BY [Signature]

RECORDED AS TO FORM

[Signature]
City Attorney
Date: 1/21/92

RECORDING REQUESTED
BY AND MAIL TO:

CITY OF GARDEN GROVE
11391 ACACIA PARKWAY
P. O. BOX 3070
GARDEN GROVE, CA 92642



CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

DEVELOPMENT AGREEMENT

SPARKLETTS DRINKING WATER CORPORATION

THIS AGREEMENT is made this 3rd day of September, 1991, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and SPARKLETTS DRINKING WATER CORPORATION ("DEVELOPER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Ordinance No. 2154, adopted July 2, 1990.

2. CITY desires to enter into this DEVELOPMENT AGREEMENT for the 27,000 square foot warehouse project on the south side of Westminster Avenue west of Westminster Avenue.

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sati

virtue of experience, training,
the requirements listed to the

GARY MAXWELL
432

located at 11392 Westminster Avenue.

app

requiring certain discretionary
text.

0618

CI
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et seq. provides the authority for
agreements with a developer having a
city.

re

SP 11391

regulations establishing procedures and
development agreements.

Resolution No. ...
Permit No. CUP-121-91.

Commission approved this project via
Resolution No. SP-113-91 and Conditional Use

9. CITY granted approval in contemplation of this Agreement.

10. On (DATE), after a public hearing, the City Council adopted Ordinance # 2200 implementing this Agreement.

A-114-91
SP-113-91
~~WP-121-91~~
CASE NUMBER

DEVELOPMENT REVIEW
AND COMMENT SHEET

TO: Traffic Engineering DATE OUT: 6/26/91
FROM: Paul - Current Planning RETURN BY: 7/5/91
APPLICANT: Gillings and Associates DATE IN: _____
REQUEST: site plan approval to construct a 27,064 sf
industrial building, CUP approval for warehousing and a
zone change to change zoning from CM to M-1.
SITE LOCATION: s/s Westminster, w/o Newhope
ADDRESS: 11397 Westminster
ASSESSOR PARCEL NOS.: 100-190-38

ANALYSIS

NO COMMENTS

COMMENTS/Analysis (Information to be included in STAFF REPORT or for Planning information)

(over)

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire four (4) years from its effective date, unless any duty specified remains executory, in which case this Agreement may be renewed for successive one year terms at discretion of CITY, pursuant to law, until all duties are performed. This renewal shall not be unreasonably withheld.
2. Permitted Uses. The following uses are permitted at the PROJECT: All uses permitted in the M-1 (Limited Industrial) zone subject to meeting all applicable development standards.
3. Density/Intensity. The density or intensity of this project is as follows: a 27,064 square foot warehouse and parking structure on an 80,517 square foot site.
4. Maximum Height and Building Size. The maximum height and building size are as follows: Maximum building height is twenty-three (23) feet. Maximum building size is 27,064 square feet.
5. Improvements. The improvements described in Planning Commission Resolution No. 4179, including but not limited to curb, gutter, and sidewalk, shall be constructed as follows: Prior to the issuance of any certificates of occupancy or release of any utility.
6. Resolution/Material Terms. All conditions of approval found in Resolution No. 4179, 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.
7. Scope of Project. The Project scope shall consist of those uses stated in paragraph two (2), with a density and intensity stated in paragraph three (3), with building height and sizes as stated in paragraph four (4).
8. Reimbursement. DEVELOPER shall pay CITY as follows:
 - 8.1 Amount. One percent (1%) of the building permit valuation.
 - 8.2 Not to Exceed. Payment under this Agreement shall not exceed Nine Thousand Dollars (\$9,000).
 - 8.3 Payment Timing. Payment shall be made prior to the issuance of building permits or with eighteen (18) months of the date of City Council approval.
9. Records of Expenses. DEVELOPER shall keep records in which complete and correct entries will be made of construction costs.

10. City Agreement. CITY hereby agrees that DEVELOPER will be entitled to develop the project in accordance with the approvals and other matters mentioned herein.
11. Reimbursement. DEVELOPER agrees that the sum of \$9,000 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 the building permit for the project or eighteen (18) months 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, 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. This review shall be conducted by the Director of Development Services.
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. DEVELOPER shall be subject to annual renewals of the site plan. Approval of renewals shall not be unreasonably withheld.
16. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All improvements stated in the Planning Commission Resolution No. 4179 shall be completed prior to the issuance of any Certificate of Occupancy.
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. Insurance Requirements.
- 18.1 Commencement of Work. DEVELOPER shall not commence work under this Agreement until it has obtained all insurance required and this insurance has been approved by CITY; nor shall DEVELOPER allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CITY of any material change, cancellation or termination at least thirty (30) days in advance.
- 18.2 Workers' Compensation Insurance. During the duration of this Agreement, DEVELOPER shall maintain Workers' Compensation Insurance if applicable. DEVELOPER shall also require all subcontractors to provide Workers' Compensation Insurance.
- 18.3 Insurance Amounts. DEVELOPER shall maintain the following insurance for the duration of this Agreement. Comprehensive general liability, automobile liability, professional liability, or other types of liability coverage, in an amount of \$1,000,000.00 per occurrence for bodily injury or property damage.
- 18.4 Endorsements For The Policies Designating CITY As Additional Insured. DEVELOPER shall provide to CITY proof showing the required insurance. Any certificate of insurance must be in a form, content, and with companies approved by CITY.
19. 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 may become due to DEVELOPER, or any obligation under the terms of this Agreement.
20. Non-Discrimination. DEVELOPER covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity pursuant to this Agreement.
21. General Provisions. It is mutually agreed as follows:
- 21.1 Independent Contractor. It is agreed to that in the performance of the services to be performed by DEVELOPER, DEVELOPER shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 21.2 Compliance with Law. DEVELOPER shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

- 21.3 Conflict of Interest and Reporting. DEVELOPER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 21.4 Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. Address of DEVELOPER is as follows:
Sparkletts Drinking Water Corporation
4500 York Boulevard
Los Angeles, CA 90041
- B. Address of CITY is as follows:
City of Garden Grove
11391 Acacia Parkway
Garden Grove, California 92640
- 21.5 DEVELOPER'S Proposal. The Project shall include DEVELOPER'S proposal, as modified by Planning Commission and City Council, which shall be incorporated herein by this reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 21.6 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.
- 21.7 Familiarity with PROJECT. By executing this Agreement, DEVELOPER warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; (3) it has considered how the work should be performed; and (4) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should DEVELOPER discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at DEVELOPER'S risk, until written instructions are received from CITY.
- 21.8 Time of Essence. Time is of the essence in the performance of this Agreement.
- 21.9 Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of DEVELOPER, its principals and employees were a substantial inducement for CITY to enter into this Agreement. DEVELOPER shall not contract with any other entity to perform the services required without the written approval of CITY. Neither this Agreement nor any interest may be assigned voluntarily or by operation of law, without the prior written approval of CITY. If DEVELOPER is permitted to

subcontract any part of this Agreement, DEVELOPER shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, including subcontractors, will be considered employees of DEVELOPER. CITY will deal directly with and will make all payments to DEVELOPER. CITY agrees to not unreasonably withhold consent to assignment.

- 21.10 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.
- 21.11 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.
- 21.12 Indemnification. DEVELOPER agrees to protect, defend, and hold harmless CITY and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, subcontractors, or independent contractors hired by DEVELOPER. The only exception to DEVELOPER'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of their elective or appointive boards, officers, agents or employees.
- This hold-harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER.
- 21.13 Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and DEVELOPER.
- 21.14 Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and DEVELOPER.
- 21.15 California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main Branch of the Orange County Superior Court.
- 21.16 Interpretation. This Agreement shall be interpreted as though prepared by both parties.

22. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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

"CITY"
CITY OF GARDEN GROVE

Dated: 9-5-91

By *Walter ...*
Mayor

ATTEST:

Kathryn Morris
City Clerk
Date: 9-5-91

"DEVELOPER"
SPARKLETT'S DRINKING WATER CORP.

DATE: 7.22.91

By *Charles A. Norris*
Its President

APPROVED AS TO FORM:

Frank ...
Garden Grove City Attorney
Date: 9/4/91

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.

State of California
County of Los Angeles } SS.

On this the 14th day of November 19 91, before me,

Kathryn Lee Polo
the undersigned Notary Public, personally appeared

Charles A. Norris
 personally known to me
 proved to me on the basis of satisfactory evidence
to be the person ~~or~~ who executed the within instrument as
President on behalf of the corporation therein

named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.

Kathryn Lee Polo
Notary's Signature



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:

GILLINGS & ASSOC
17155 NEWHOPE ST. # H
FOUNTAIN VALLEY, CA. 92708

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

)  34.00

) 19960004738 10:50am 01/04/96

) 008 9003087 09 30
) A12 5 7.00 12.00 0.00 0.00 0.00 15.00

(Space above for Recorder.)

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that we are the owners of real property located in the City of Garden Grove, County of Orange, State of California that is legally described as follows:

Property 1

The East 131.9 feet of the following described land (the west line of said East 131.9 feet being parallel with the east line thereof):

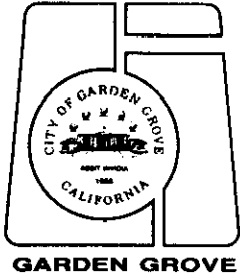
That portion of the northeast quarter of the northeast quarter of the northwest quarter of section 9, in Township e South, range 10 West, in the Rancho Las Bolsas, in the city of Santa Ana, county of Orange, state of California, as per map recorded in book 51, page 7, et seq., Miscellaneous Maps, records of said Orange County, described as follows:

Beginning at a point in the northerly line of the northwest quarter of said section, distant thereon 115 feet easterly from the northwest corner of the northeast quarter of the northeast quarter of the northeast quarter of the northwest quarter of said section, and running thence easterly along said northerly line 206.5 feet to the center of a pipe line; thence southerly along the center line of said pipe line to the point of intersection of said line with the southerly line of the northeast quarter of the northeast quarter of the northwest quarter of said section; thence westerly along said southerly line 193.5 feet, more or less, to a point which is distant thereon 115 feet easterly from the southwest corner of the northeast quarter of the northeast of the northwest quarter of said section; thence northerly parallel with the westerly line of said northeast quarter of the northeast quarter of the northwest quarter to the point of beginning.

*Doc
approved
1-15-92
AM*

EXCEPT a certain pipe line as described in the deed from William H. Stennett and wife, to William H. Groff and wife, recorded October 13, 1922 in book 440, page 196 of deeds. As described in Book 100, Page 190, Parcel 38, Records of Orange County.

This property is located at and is known by the following address:
11392 Westminster Avenue, Garden Grove, CA



CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

July 14, 1992

Gillings & Associates
Attn: Gary Maxwell
17155 Newhope Street, #H
Fountain Valley, CA 92708

Dear Mr. Maxwell:

Upon review of your request to construct an overhead water conveyor from the Sparkletts Water plant in the City of Santa Ana to the newly constructed warehouse in the City of Garden Grove, staff finds that no planning action will be required. If any building permits are required for the work in the City of Garden Grove they shall be obtained prior to the start of construction. For further information regarding required plans, permits or any other Building Division requirements please contact Rodrigo "Ding" Victoria at (714) 741-5320 Monday, Tuesday, Thursday or Friday between 1:00 pm and 6:00 pm. As a reminder, City Hall is closed every other Friday.

If we can provide further information or assistance, please call Paul Wernquist at (714) 741-5312.

Respectfully,

Frank A. Schuma, Director
Development Services Department


By: Paul Wernquist
Assistant Planner

MAYOR
Dan Young
MAYOR PRO TEM
Miguel A. Pulido
COUNCILMEMBERS
John Acosta
Daniel E. Griset
Patricia A. McGuigan
Rick Norton
Robert L. Richardson

ALL-AMERICA CITY 1982-83

CITY MANAGER
David N. Ream
CITY ATTORNEY
Edward J. Cooper
CLERK OF THE COUNCIL
Janice C. Guy



CITY OF SANTA ANA

PLANNING & BUILDING AGENCY

206 W. Fourth Street (M-20)
P.O. Box 1988
Santa Ana, California 92702
Fax (714) 667-2743

RECEIVED
MAY 26 1992
DEVELOPMENT SERVICES

May 15, 1992

Mr. John Bradbar, Engineering Manager
McKesson Water Products Company
3280 E. Foothill Blvd.
Pasadena, CA 91107

RE: CONCEPTUAL REVIEW OF 1522 N. NEWHOPE STREET

Dear Mr. Bradbar:

The City of Santa Ana Conceptual Review Team has completed a preliminary review of your proposal for a conveyor belt at the existing manufacturing facility located in the General Commercial (C-2) zone, with a General Plan designation of General Business District (GBD). The following summarizes the comments of the conceptual team:

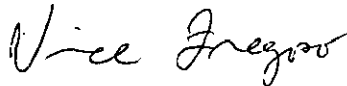
1. Prior to project approval, the City of Santa Ana will require a covenant on file to hold both properties as one parcel. This is required in addition to the existing covenant on the property.
2. In order to facilitate your proposal, the Planning Division Manager has made the determination that the conveyor belt you are proposing is part of the equipment used in your operation, with the function of supporting the primary manufacturing use conducted on site.
3. Pursuant to Section 41-622 of the Santa Ana Municipal Code, mechanical equipment and appurtenances such as the conveyor belt, located on the exterior of a building, must be fully screened from view (see enclosed).
4. The City's Design and Development Standards require that such screening be matching or complimentary to the architecture of the buildings on site. For example, chain link fence, corrugated board, exposed architectural metals, plywood, or other materials that are not architecturally consistent with the building are not acceptable.
5. With regards to job site inspections, the City of Santa Ana would agree to conduct them since most of the project is located within the City limits. However, specific

requirements the City of Garden Grove may have for this job will consequently result in the need for special inspections on their part.

6. Per our consultation with the City of Garden Grove, any requirements they may have for the portion of the project within their jurisdiction will apply at their complete discretion. Please note that such requirements may not be consistent with the City of Santa Ana's requirements. This includes the City of Garden Grove's requirement to fully enclose the conveyor belt within a building.

We hope this review is helpful to you in determining the feasibility of your project. Your next step is to submit your proposal for Planning approval. This proposal must be sufficiently detailed in order to accurately depict the screening method. Once you have this approval, you may proceed to the Building Department for the plan check process. Please contact the Building Department at (714) 647-5800 for information regarding their plan check process and contact the case planner Marta Crane at (714) 667-2700, should you require further information regarding the site plan process or screening requirements.

Sincerely,



Vince Fregoso
Conceptual Review Coordinator

VF:MC:SA

Attachments

cc: Mr. Charles View, Senior Planner
Mr. Paul Wernquist, Planning Department, City of Garden Grove
(P.O. Box 3070, G.G. 92642)

Sec. 41-622. Mechanical equipment or appurtenances: Regulations.

All mechanical equipment or appurtenances located on the roof or on the exterior of a building situated on real property that is zoned or used for commercial, industrial or multiple family residential (three (3) or more dwelling units) uses, or located on such real property, shall be screened.

Every application for a building permit for the development of property that is zoned or used for commercial, industrial or multiple family residential uses shall be submitted to the planning department and shall be accompanied by detailed architectural drawings and plot plans, all to a workable scale, showing the elevation and location of the proposed screening structures or facilities, existing buildings and proposed addition, and any other pertinent information considered appropriate by the applicant or planning director pursuant to this section.

Such plans for the screening shall be submitted to the planning department for approval, conditional approval, or denial. No building permit shall be issued until plans are approved or conditionally approved by the planning department. The decision of the planning department may be appealed to the planning commission and then to the city council.

In order to more clearly define the screening requirement, there shall be on file in the office of the planning department illustrations entitled "Guides to Screening of Mechanical Equipment or Appurtenances." Said illustrations shall be approved by resolution by the planning commission and city council.

No building permit shall be issued for the erection, construction, enlargement, or structural alteration of any building or structure in the City of Santa Ana which work exceeds fifty per cent (50%) of the gross floor area of any existing structures on the property unless the applicant conforms with this section for the entire existing buildings on the legal parcel.

All screening of mechanical equipment or appurtenances on a building shall meet with the approval of the building department.

In all instances where no screening is required, the applicant shall indicate on his plans that this section does not apply to his proposed structure or building.



ASSOCIATES INCORPORATED

September 11, 1991

City of Garden Grove
Development Services Department
11391 Acacia Parkway
Garden Grove, CA 92640

Attn: Paul Wernquist
Development Services Analyst

RE: Sparkletts Plant Expansion
Warehouse Building
Newhope Street/Westminster Blvd.
Garden Grove, CA
(RJM Job #2941)

Dear Mr. Wernquist:

As discussed during our conference of August 10, 1991, we would like to acquire approval for the construction of a minor amount of overhead electrical work at the project location.

We understand that generally all new services are to be placed underground within the City limits. However, the existing power utility pole available for service is located on the opposite side of the fence, on residential property, and at the rear of the site.

Southern California Edison has stated that their overhead easement does not include underground work. They also indicated no future plans to place the existing overhead underground and that gaining our additional easement could be difficult.

Therefore, since the existing pole is only 18" beyond our property line, we would like to gain approval to set a new pole 8-10 feet inside our property and span overhead to said service pole. From there, we would be underground to the main transformer and building (see attached sketch).


The Edison Company has stated that this method is preferable and that they would set the new pole if so approved.

Consulting Engineers

Therefore, please review this request and send a brief letter confirming approval. I will submit this to Edison, as requested, so they are able to start their planning drawings.

Thank you so much for your assistance in this matter. Please do not hesitate to notify me if further data or clarification is required.

Very truly yours,
RJM ASSOCIATES, INC.



Roger Richardson
Vice President

RR/mg

enclosure

EXISTING T H BLOCK
WALL AT PROPERTY
LINE (TYP)

(New power pole)

4" U.G. SERVICE

2

4

MAIN SWITCHBOARD 'MS'
400A 277/480V-3P-4W
(SEE E-2)

PANEL 'LP'
(2-2
225)

NEW WAREHOUSE BUILDING
(SEE E-2)

OVERHEAD LINE
EXTENSION BY
SCE

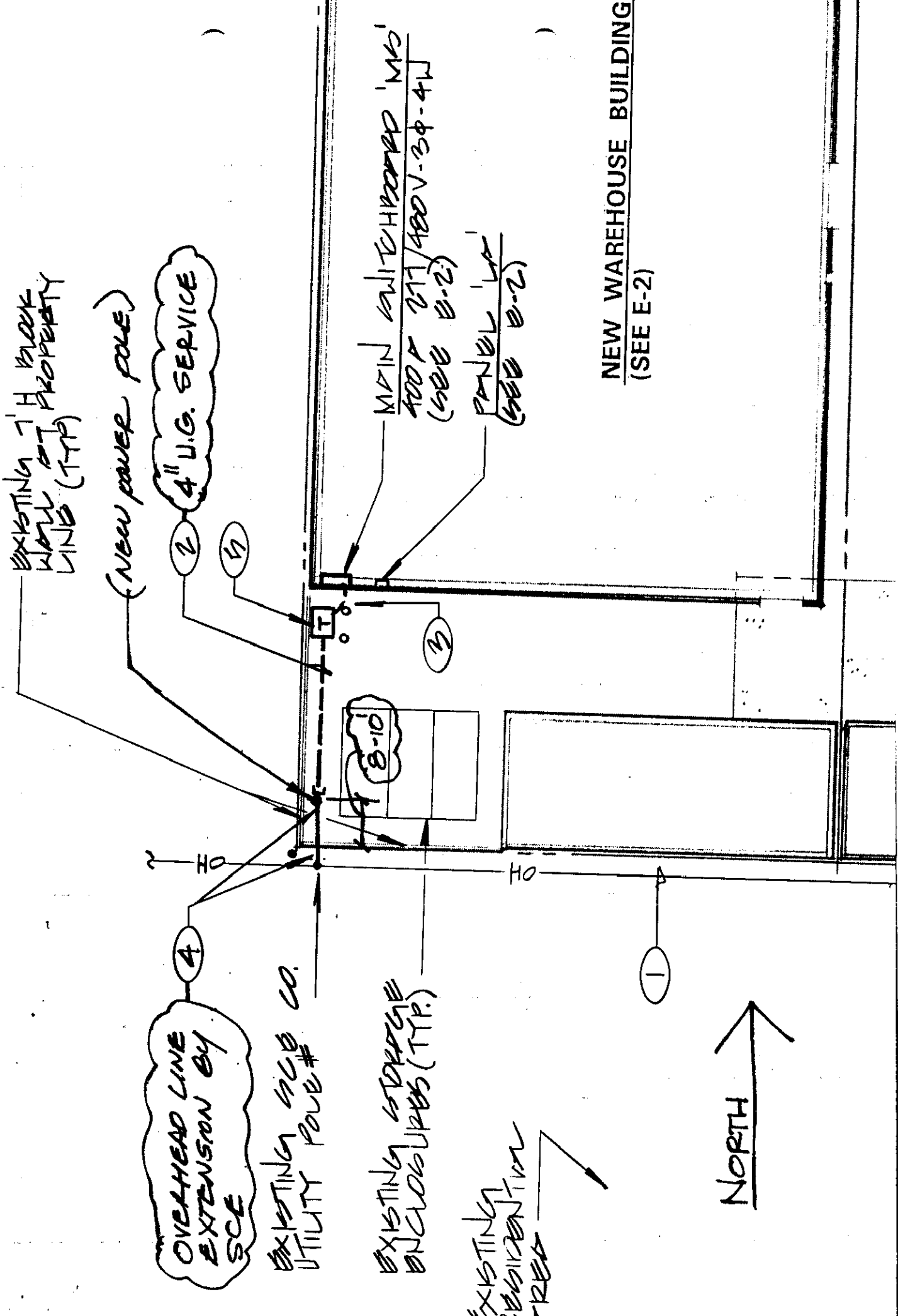
4

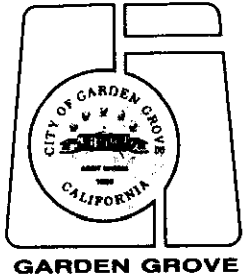
EXISTING SUB CO.
UTILITY POLE #

EXISTING STORAGE
ENCLOSURES (TYP.)

EXISTING
RESIDENTIAL
AREA

NORTH





CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

October 9, 1991

Mr. Roger Richardson
18437 Mt. Langley Street, Suite M
Fountain Valley, CA 92708-6975

Dear Mr. Richardson:

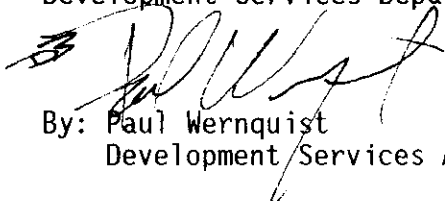
Planning staff recently reviewed your request on behalf of Sparkletts Drinking Water Corporation for a proposed industrial building located on the south side of Westminster Avenue, west of Newhope Street.

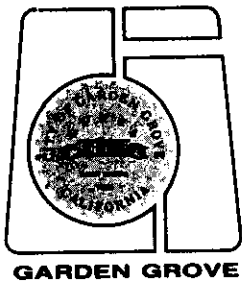
This site is zoned M-1 (Limited Industrial) and has an approved site plan and conditional use permit for an industrial building to be used as a warehouse. As a part of the approvals for the proposed project all on- and off-site utilities are required to be placed underground. Staff has reviewed your request to place a small portion of the electrical service overhead due to easement restrictions which precludes total undergrounding. Staff has found that your request to place approximately ten (10) feet of the electrical service above ground is in keeping with the intent of the site plan and the conditions of approval placed on the project by the Planning Commission. Staff does, however, reserve the right to review and approve the location of all above ground utilities including, but not limited to poles and transformers.

Should you have any questions concerning this matter, please contact Paul Wernquist, Development Services Analyst at (714) 741-5312.

Respectfully,

Frank A. Schuma, Director
Development Services Department


By: Paul Wernquist
Development Services Analyst



CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

September 23, 1991

Sparkletts Drinking Water Corporation
4500 York Boulevard
Los Angeles, CA 90041

Gentlemen:

Enclosed for your files is a fully executed copy of the agreement between the City of Garden Grove and Sparkletts Drinking Water Corporation for the development of a warehouse project on the south side of Westminster Avenue west of Newhope Street at 11392 Westminster Avenue.

This agreement was approved by the Garden Grove City Council at its meeting of September 3, 1991.

Sincerely,


Carolyn Morris, CMC
City Clerk

Enclosure

cc: Development Services ✓
Controller

22. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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

"CITY"
CITY OF GARDEN GROVE

Dated: 9-5-91

By *Walter Brown*
Mayor

ATTEST:

Carolyn Morris
City Clerk
Date: 9-5-91

"DEVELOPER"
SPARKLETTS DRINKING WATER CORP.

DATE: 7.22.91

By *Charles A. Morris*
Its President

APPROVED AS TO FORM:

Francis Sudder
Garden Grove City Attorney
Date: 9/4/91

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.

6617T/2109A
07/18/91



DEVELOPMENT SERVICES DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO. 6.a,b,c,d,e,
HEARING DATE July 25, 1991

SP-113-91,

1

and Associates

file

SITE LOCATION S/S Westminster Ave.
W/O Newhope 11392 Westminster Ave.

GENERAL PLAN Industrial

ZONE C-M (Heavy Com./Light Ind.)

CEQA DETERMINATION Neg. Dec.

Request approval to change the zoning from C-M (Heavy Commercial-Limited Industrial) to M-I (Limited Industrial). Additionally the applicant is requesting site plan and conditional use permit approval to construct a 27,064 square foot warehouse and parking structure.

VARIANCES(S)/WAIVER(S): None.

PROJECT STATISTICS

	<u>Provided</u>	<u>Code</u>
<u>LOT SIZE:</u>	80,517 s.f. (1.85 ac)	15,000 s.f. (.34 ac)
<u>BUILDING(S) SQUARE FOOTAGE:</u>		
Existing:	2,640 s.f.	N/A
Proposed:	27,064 s.f.	N/A
Total:	29,704 s.f.	N/A
<u>COVERAGE:</u>	34 percent	N/A
<u>BUILDING SETBACKS:</u>		
North:	15 ft.	0 ft.
South:	0 ft.	0 ft.
East:	5 ft.	0 ft.
West:	0 ft.	0 ft.

PARKING:

Standard:	48	2 spaces per 1,000 s.f.
Compact:	26 (35 percent)	35 percent
Handicap:	<u>0</u>	<u>2</u>
TOTAL	74	55

BUILDING HEIGHT:

Two-Story:	23 feet	35 feet
------------	---------	---------

DISCUSSION:

The applicant is requesting approval to rezone the site from C-M (Heavy Commercial-Limited Industrial) to M-1 (Limited Industrial). Also requested are site plan and conditional use permit approvals to construct a 27,064 square foot warehouse and parking structure. The proposed project would house support facilities for the adjoining water processing plant located in the city of Santa Ana.

The site plan indicates a one-story concrete tiltup warehouse with the required employee parking on the roof. The roof parking would be accessed by a driveway ramp on the north side of the building. Truck parking is provided on the front portion of the site. This area is screened from view by a seven (7) foot high block wall.

The requested rezone for the site from C-M (Heavy Commercial Limited Industrial) to M-1 (Limited Industrial) would be required to permit warehousing activities, subject to approval of a conditional use permit. With the revision of Title IX the C-M (Heavy Commercial Limited Industrial) zone was deleted. The subject property has a General Plan of Industrial and the proposed zoning of M-1 (Limited Industrial) would be consistent with this General Plan.

The M-1 (Limited Industrial) zone would permit warehousing operations subject to Conditional Use Permit approval provided a minimum individual occupancy of one thousand (1,000) square feet is maintained and that the building meet all building and fire code requirements.

The applicant is proposing to access the subject site from Newhope Street, through their existing facilities in Santa Ana and from Westminster Avenue. The access to, and from, the site along Westminster Avenue is proposed to be restricted to right-turn movements. Staff recommends, and has added as conditions of approval, that the applicant work with the Engineering Division

to restripe Westminster Avenue restricting left-turn movement, and that the exit along Westminster Avenue be posted as right turn only.

Staff also has concerns about the on-site circulation. The plans do not indicate adequate parking facilities for vehicles entering the site from Westminster Avenue. A condition of approval has been placed on the project that the applicant work with staff to resolve this concern.

As part of this development application, a Development Agreement is being executed. This agreement requires the Developer to pay an impact fee of one percent (1%) of the building permit valuation not to exceed nine thousand dollars (\$9,000).

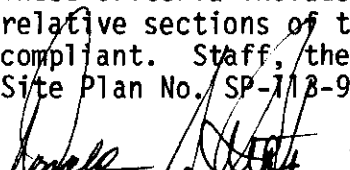
In return the City would agree to approve the project for three (3) years. The site plan would be reviewed annually by the Planning Commission. These payments are designed to reduce the economic costs of new projects to the public and mitigate development-related impacts on the community. A condition of approval to this affect has been included in the Planning Commission Resolution.

RECOMMENDATION:

Based on the statistics and the above evaluation, staff does support the subject request.

Staff has reviewed the subject amendment, site plan and conditional use permit in relation to the goals and objectives of the City of Garden Grove Municipal Code.

These criteria include consideration of permitted uses, parking, and other relative sections of the aforementioned code. Staff finds them to be compliant. Staff, therefore, recommends approval of Amendment No. A-114-91, Site Plan No. SP-113-91 and Conditional Use Permit No. CUP-121-91.


DONALD J. BUTTERFIELD
Current Planning Supervisor

By: 
Paul Wernquist
Development Services Analyst

6618T/2109A
07/18/91

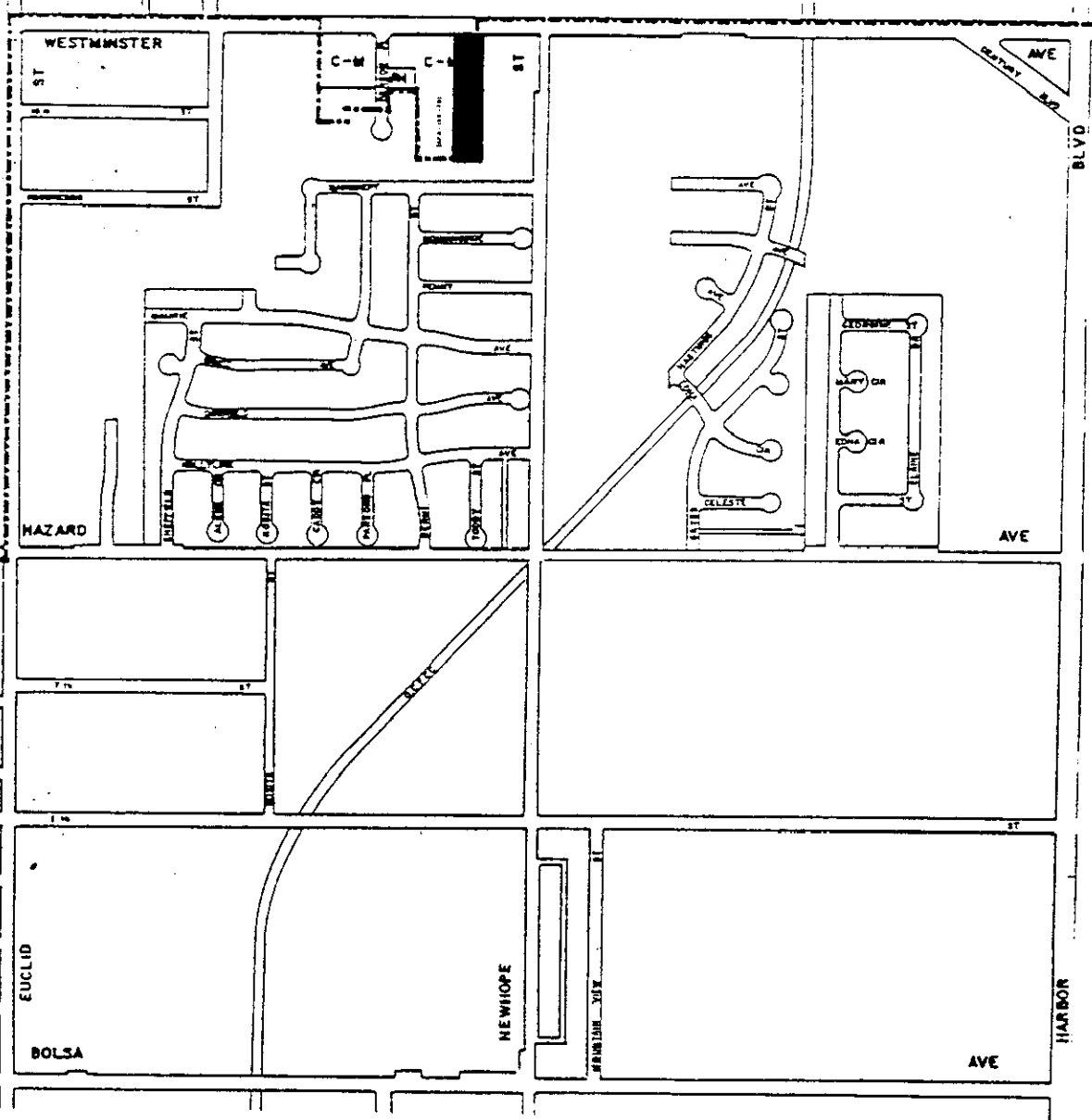
APPROVED FOR AGENDA LISTING


FRANK A. SCHUMA, Director
Development Services Department

VICINITY MAP



SCALE 1" = 1000'



CITY OF GARDEN GROVE
 CALIFORNIA
 ZONING MAP PART E-10

SUBJECT SITE
 A-114-91
 SP-113-91
 CUP-121-91

Date Completed July 10, 1991

INITIAL STUDY OF ENVIRONMENTAL EFFECTS
(To Be Completed by Lead Agency)

I. BACKGROUND

1. Name of developer or project sponsor: Gillings and Associates
Address and phone number of above: 17155 Newhope Street #H
Fountain Valley, CA 92708 (714) 432-0678
2. Address or location of project: south side Westminster Avenue
west of Newhope Street at 11392 Westminster Avenue
3. Name of project leader or coordinator: Gary Maxwell
4. Lead Agency: City of Garden Grove
5. Date Environmental Information Form submitted: May 28, 1991
6. Agency Requiring Form: City of Garden Grove
7. Name of proposal, if applicable: Sparkletts Water Warehouse
SP-113-91, CUP-121-91
8. Project Proposal: 27,064 square foot warehouse

II. ENVIRONMENTAL IMPACTS

(Explanations of all "yes" and "maybe" answers are required on attached sheets.)

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
1. Earth. Will the proposal result in:			
a. Unstable earth conditions or changes in geologic substructures?	_____	_____	<u>X</u>
b. Disruptions, displacements, compaction or overcovering of the soil?	_____	<u>X</u>	_____
c. Change in topography or ground surface relief features?	_____	<u>X</u>	_____
d. The destruction, covering or modification of any unique geologic or physical features?	_____	_____	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
e. Any increase in wind or water erosion of soils either on or off the site?	_____	_____	<u>X</u>
f. Changes in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake?	_____	_____	<u>X</u>
g. Exposure of people or property to geologic hazards such as earthquakes, landslides, mud slides, ground failure, or similar hazards?	_____	<u>X</u>	_____
2. Air. Will the proposal result in:			
a. Substantial air emissions or deterioration of ambient air quality?	_____	_____	<u>X</u>
b. The creation of objectionable odors?	_____	_____	<u>X</u>
c. Alteration of air movement, moisture, or temperature, or any change in climate, either locally or regionally?	_____	_____	<u>X</u>
d. Exposure of people to high ambient levels of air pollution?	_____	_____	<u>X</u>
3. Water. Will the proposal result in:			
a. Changes in currents, or the course of direction of water movements, in either marine or fresh waters?	_____	_____	<u>X</u>
b. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?	_____	<u>X</u>	_____
c. Alterations to the course or flow of flood waters?	_____	<u>X</u>	_____
d. Change in the amount of surface water in any water body?	_____	_____	<u>X</u>
e. Discharge into surface waters, or in any alteration of surface water quality, including, but not limited to, temperature, dissolved oxygen or turbidity?	_____	_____	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
f. Alteration of the direction or rate of flow of ground water?	_____	<u>X</u>	_____
g. Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations?	_____	_____	<u>X</u>
h. Substantial reduction in the amount of water otherwise available for public water supplies?	_____	_____	<u>X</u>
i. Exposure of people or property to water related hazards such as flooding?	_____	<u>X</u>	_____
4. Plant Life. Will the proposal result in:			
a. Change in the diversity of species, or number of any species of plants (including trees, shrubs, grass, crops, and aquatic plants)?	_____	_____	<u>X</u>
b. Reduction of the numbers of any unique, rare or endangered species of plants?	_____	_____	<u>X</u>
c. Introduction of new species of plants into an area, or in a barrier to the normal replenishment of existing species?	_____	_____	<u>X</u>
d. Reduction of acreage of any agricultural crop?	_____	_____	<u>X</u>
5. Animal Life. Will the proposal result in:			
a. Change in the diversity of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish or insects)?	_____	_____	<u>X</u>
b. Reduction of the numbers of any unique, rare or endangered species of animals?	_____	_____	<u>X</u>
c. Introduction of new species of animals into an area, or a barrier to the migration or movement of animals?	_____	_____	<u>X</u>
d. Deterioration to existing fish or wildlife habitat?	_____	_____	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
6. Noise. Will the proposal result in:			
a. Increases in existing noise levels?	_____	_____	<u>X</u>
b. Exposure of people to severe noise levels?	_____	_____	<u>X</u>
7. Light and Glare. Will the proposal produce new light or glare?	_____	_____	<u>X</u>
8. Land Use. Will the proposal result in a substantial alteration of the present or planned land use of an area?	_____	_____	<u>X</u>
9. Natural Resources. Will the proposal result in:			
a. Increase in the rate of use of any natural resources?	_____	_____	<u>X</u>
10. Risk of Upset. Will the proposal involve:			
a. A risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions?	_____	_____	<u>X</u>
b. Possible interference with an emergency response plan or an emergency evacuation plan?	_____	_____	<u>X</u>
11. Population. Will the proposal alter the location, distribution, density, or growth rate of the human population of an area?	_____	_____	<u>X</u>
12. Housing. Will the proposal affect existing housing, or create a demand for additional housing?	_____	_____	<u>X</u>
13. Transportation/Circulation. Will the proposal result in:			
a. Generation of substantial additional vehicular movement?	_____	_____	<u>X</u>
b. Effects on existing parking facilities or demand for new parking?	_____	_____	<u>X</u>
c. Substantial impact upon existing transportation systems?	_____	_____	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
d. Alterations to present patterns of circulation or movement of people and/or goods?	_____	_____	<u>X</u>
e. Alterations to waterborne, rail or air traffic?	_____	_____	<u>X</u>
f. Increase in traffic hazards to motor vehicles, bicyclists or pedestrians?	_____	_____	<u>X</u>
14. Public Services. Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:			
a. Fire protection?	_____	<u>X</u>	_____
b. Police Protection?	_____	_____	<u>X</u>
c. Schools?	_____	_____	<u>X</u>
d. Parks or other recreational facilities?	_____	_____	<u>X</u>
e. Maintenance of public facilities, including roads?	_____	_____	<u>X</u>
f. Other governmental services?	_____	_____	<u>X</u>
15. Energy. Will the proposal result in:			
a. Use of substantial amounts of fuel or energy?	_____	_____	<u>X</u>
b. Substantial increase in demand upon existing sources or energy, or require the development of new sources of energy?	_____	_____	<u>X</u>
16. Utilities. Will the proposal result in a need for new systems, or substantial alterations to the following utilities:			
a. Power or natural gas?	_____	_____	<u>X</u>
b. Communications system?	_____	_____	<u>X</u>
c. Water?	_____	_____	<u>X</u>
d. Sewer or septic tanks?	_____	_____	<u>X</u>
e. Storm water drainage?	_____	_____	<u>X</u>
f. Solid waste and disposal	_____	_____	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
17. Human Health. Will the proposal result in:			
a. Creation of any health hazard or potential health hazard (excluding mental health)?	_____	_____	<u>X</u>
b. Exposure of people to potential health hazards?	_____	_____	<u>X</u>
18. Aesthetics. Will the proposal result in the obstruction of any scenic vista or view open to the public, or will the proposal result in the creation of an aesthetically offensive site open to public view?	_____	_____	<u>X</u>
19. Recreation. Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities?	_____	_____	<u>X</u>
20. Cultural Resources. Will the proposal result in: an alteration of a significant archeological, historical or ethnic cultural site, structure, object or building?	_____	_____	<u>X</u>
21. 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 to drop 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?	_____	_____	<u>X</u>
b. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time, while long-term impacts will endure well into the future.)	_____	_____	<u>X</u>
c. Does the project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact			

on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.)

<u>Yes</u>	<u>Maybe</u>	<u>No</u>
_____	_____	<u>X</u>

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

_____	_____	<u>X</u>
-------	-------	----------

III. IMPACTS OF THE ENVIRONMENT ON THE PROJECT

(Explanations of all "yes" and "maybe" answers are required on attached sheets.)

1. Is the project to be located in an area with a high probability of soil liquefaction?

_____	<u>X</u>	_____
-------	----------	-------

2. Is the project site located on or adjacent to a known or suspected earthquake fault?

_____	<u>X</u>	_____
-------	----------	-------

3. Is the project within a 100-year flood plain?

<u>X</u>	_____	_____
----------	-------	-------

4. Is the project to be located under the flight path for an airport?

_____	_____	<u>X</u>
-------	-------	----------

5. Is the project to be located in the vicinity of a currently operating or an historic sanitary landfill?

_____	_____	<u>X</u>
-------	-------	----------

IV. DISCUSSION OF ENVIRONMENTAL EVALUATION

(Explanation of all "yes", "maybe", and "no" answers and possible mitigation measures of any significant adverse effects.)

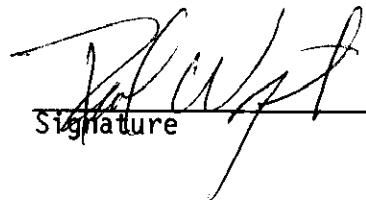
SEE ATTACHMENT "A"

V. DETERMINATION
(To be completed by the Lead Agency.)

On the basis of this initial evaluation:

- Staff finds that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- Staff finds 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. A NEGATIVE DECLARATION WILL BE PREPARED.
- Staff finds that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

July 11, 1991
Date _____


Signature _____

For City of Garden Grove

ATTACHMENT A

INITIAL STUDY CHECKLIST RESPONSES

CASE NO. SP-113-91, CUP-121-91

II. ENVIRONMENTAL IMPACTS

1. Earth (Yes Maybe No)

a-g Disruptions in the soil will result during the site preparation and grading. The developer must submit grading, drainage, and underground utility plans to the Engineering Services Division prior to the issuance of any permits.

A project of this size would not create any substantial impacts to the soil or topography of the area, other than to provide adequate drainage.

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.

To mitigate any potential impacts, the following mitigation measures must be addressed: The developer is required to comply with the Uniform Building Code as it pertains to seismic safety.

2. Air (Yes Maybe No)

a-d The size and scope of this project will not create a substantial impact on the air movement or the quality of the area.

3. Water (Yes Maybe No)

a-i The developer is required to comply with all the provisions of the Garden Grove Water Department and the Engineering Services Division to address any concern resulting from the design of this project.

To mitigate any potential impacts, the following mitigation measures must be addressed: Water line location plans and grading plans are required to be submitted to insure safe and proper location of water service facilities and surface drainage.

4. Plant Life (Yes Maybe No)

a-d The project will not substantially impact any environmentally sensitive species of plants. Any existing vegetation required to be removed as a consequence of new construction will be replaced with new plant materials and located in areas designed to promote their sustenance and longevity. The project will have a de minimis effect on plant life in relation to fish and game.

To mitigate any potential impacts, the following mitigation measures must be addressed:

5. Animal Life (Yes Maybe No)

a-d The project will not substantially impact any environmentally sensitive animal species. No known endangered animal species have been identified to reside on or adjacent to the site. The project will have a de minimis effect on plant life in relation to fish and game.

To mitigate any potential impacts, the following mitigation measures must be addressed:

6. Noise (Yes Maybe No)

a & b A project of this nature will not create a sizable increase in noise levels beyond those prescribed by the noise element of the General Plan. Increases in existing noise levels will result during construction. The developer must observe code provisions as they pertain to hours of construction. Also, the project will be surrounded by a six (6) foot block wall to insure privacy and no noise intrusion from the project.

To mitigate any potential impacts, the following mitigation measures must be addressed:

7. Light & Glare (Yes Maybe No)

The developer must adhere to code provisions for restricting light and glare onto the subject site. The developer is responsible for providing adequate security lighting as per the provisions of the Police Department.

To mitigate any potential impacts, the following mitigation measures must be addressed:

8. Land Use (Yes Maybe No)

The project complies with the goals and objectives of the Garden Grove General Plan for Land Use applicable to (Land Use Designation) development.

To mitigate any potential impacts, the following mitigation measures must be addressed:

9. Natural Resources (Yes Maybe No)

The project will not result in a substantial increase in the usage of any natural resources, including water. The developer must comply with all Water Department provisions.

To mitigate any potential impacts, the following mitigation measures must be addressed:

10. Risk of Upset (Yes Maybe No)

a & b The nature of this project will not result in the storage or release of hazardous substances. All storage of hazardous substances must adhere to the provisions of the Fire Department as well as the safety element of the General Plan.

To mitigate any potential impacts, the following mitigation measures must be addressed:

11. Population (Yes Maybe No)

(Residential) The proposed project is within the allowable densities for residential development as indicated in the General Plan.

(Non-Residential) The proposed project will not significantly alter the population of the City, as the project complied with the goals and objectives as outlined in the growth policy element of the General Plan.

To mitigate any potential impacts, the following mitigation measures must be addressed:

12. Housing (Yes Maybe No)

(Residential) The proposal will add quality residential housing stock to the City, as well as a considerable upgrade to existing housing.

(Non-Residential) The project will not have any effect on the number or quality of the residential housing stock within the City.

To mitigate any potential impacts, the following mitigation measures must be addressed:

13. Transportation/Circulation (___ Yes ___ Maybe X No)

The developer is required to comply with all conditions of approval of the Traffic Engineer 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 General Plan.

To mitigate any potential impacts, the following mitigation measures must be addressed:

14. Public Services (___ Yes X Maybe ___ No)

The project has been reviewed by the Development Services Department, Engineering Services Division, Police Department, Fire Department and Building Services Division, as well as the Garden Grove Sanitary District to insure adequate facilities for sewer, water, trash, police and fire protection exist.

To mitigate any potential impacts, the following mitigation measures must be addressed: The developer shall install a fire hydrant per Fire Department specifications.

15. Energy (___ Yes ___ Maybe X No)

The project will not create a substantial impact upon existing energy sources, nor will it require the creation of any new energy sources.

To mitigate any potential impacts, the following mitigation measures must be addressed:

16. Utilities (___ Yes ___ Maybe X No)

The project will not substantially impact public utilities. Existing utilities are in place and are adequate to serve the proposed development. All on-site utilities servicing the project are required to be relocated underground with ground-mounted electrical transformers to be screened from view and not located in any landscape frontages.

To mitigate any potential impacts, the following mitigation measures must be addressed:

17. Human Health (Yes Maybe No)

By adhering to all applicable code provisions, the proposed project will not be a detriment to public health, safety, or welfare.

To mitigate any potential impacts, the following mitigation measures must be addressed:

18. Aesthetics (Yes Maybe No)

The project is located within a developed urban area. No scenic views or vistas will be obstructed by the construction of this development.

To mitigate any potential impacts, the following mitigation measures must be addressed:

19. Recreation (Yes Maybe No)

The proposal will not substantially impact existing public recreational facilities. The developer is required to pay all applicable park fees as required by code.

To mitigate any potential impacts, the following mitigation measures must be addressed:

20. Cultural Resources (Yes Maybe No)

The subject site is not located on or near any area of any archeological significance.

To mitigate any potential impacts, the following mitigation measures must be addressed:

21. Mandatory Findings of Significance

- a. The project site is not located in an area that would substantially degrade the existing plant or wildlife. The project will have a de minimis effect in relation to fish and game.
- b. The project will not be disadvantageous to any long-term environmental goals as set forth in the General Plan.
- c. The cumulative impacts for this project will be addressed in the Conditions of Approval placed on this project.

- d. This project would not normally impact human health provided it complies with the applicable building and health codes as set forth by the State.

To mitigate any potential impacts, the following mitigation measures must be addressed:

III. IMPACTS OF THE ENVIRONMENT ON THE PROJECT

1. Soil Liquefaction

Liquefaction is the transformation of stable soil into a fluid-like state resulting from earth movement. The subject site is located within a (low medium X high) area of probability of such a ground failure occurring. As per the seismic safety element of the General Plan, the developer will be required to comply with all applicable Uniform Building Code requirements to ensure public safety.

2. Earthquake

As stated in II.1., the City of Garden Grove lies in close proximity to the Newport/Inglewood fault. The developer is required to comply with the Uniform Building Code as it pertains to seismic safety.

3. Flood

() The site is not located on a 100 year flood plain as determined by the Federal Emergency Management Agency (FEMA).

(X) The site is located on a 100-year flood plain as determined by the Federal Emergency Management Agency (FEMA). The developer is required to comply with the provisions of the Flood Damage Prevention Ordinance, as well as the Garden Grove Engineering Division, to comply with the policies as outlined in the Safety Element.

4. Flight Path

The site is not within proximity of any airport as it is an urbanized residential area, as identified in the Garden Grove General Plan.

5. Landfill

The site is not located in proximity to any known landfill areas.

U. The parking lot design shall include a minimum of two (2) spaces designated as handicaped.

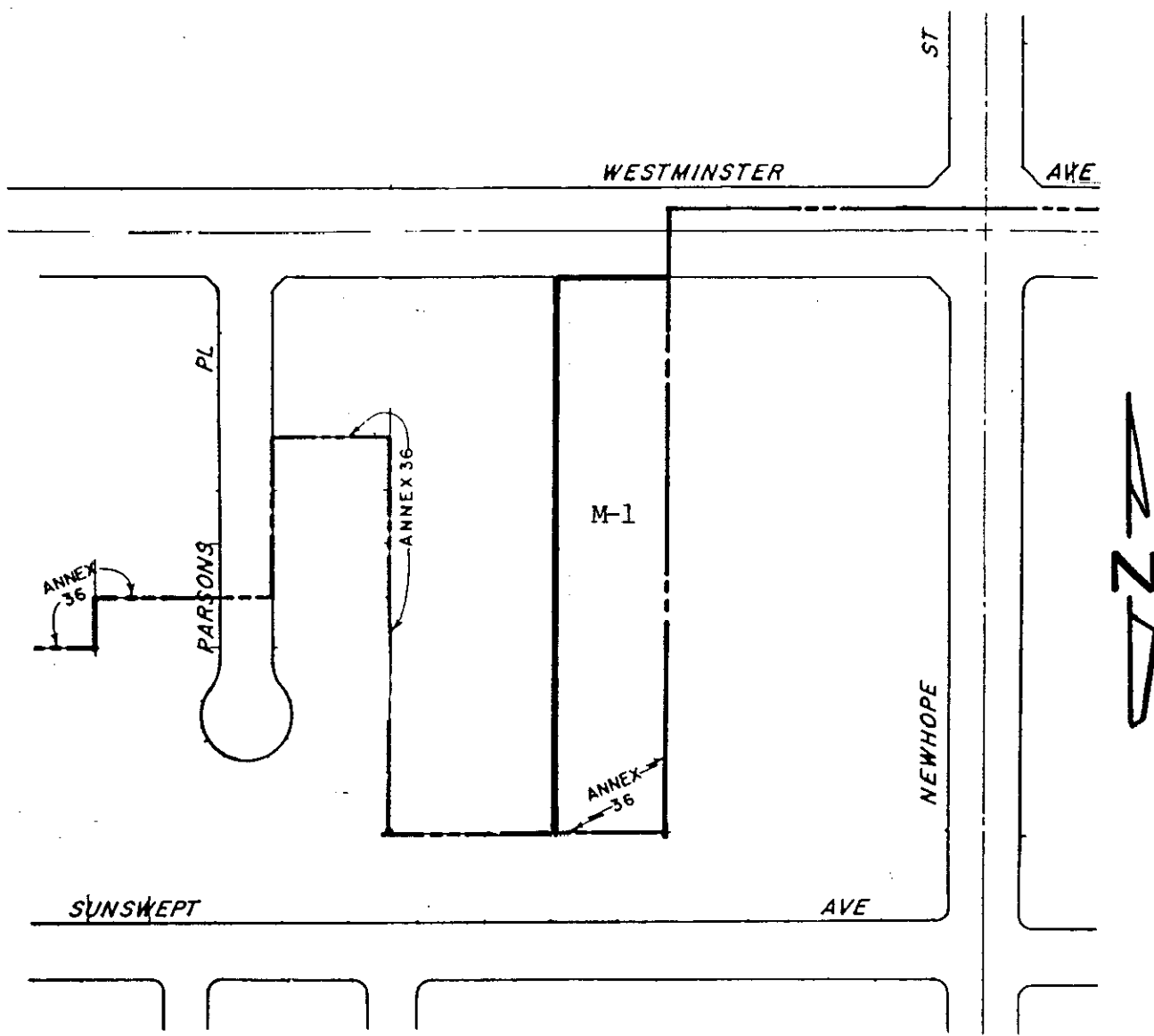
V. All operations shall be conducted within a wholly enclosed building.

ADOPTED this day of 19__.

/s/ _____
CHAIRMAN

VOTE: (vote action required for each item)

6628T/2112A
07/16/91



REZONED TO M - 1 ZONE
ZONE MAP PART E - 10
A - 114 - 91

D E V E L O P M E N T A G R E E M E N T
S P A R K L E T T S D R I N K I N G W A T E R C O R P O R A T I O N

THIS AGREEMENT is made this _____ day of _____, 1991, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and SPARKLETTS DRINKING WATER CORPORATION ("DEVELOPER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Ordinance No. 2154, adopted July 2, 1990.
2. CITY desires to enter into this DEVELOPMENT AGREEMENT for the 27,064 square foot warehouse project on the south side of Westminster Avenue west of Newhope Street at 11392 Westminster Avenue.
3. DEVELOPER is qualified by virtue of experience, training, education, and expertise to accomplish the requirements listed to the satisfaction of CITY.
4. DEVELOPER owns the property located at 11392 Westminster Avenue.
5. The PROJECT is a development requiring certain discretionary approvals by CITY before it may be constructed.
6. 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.
7. CITY has adopted rules and regulations establishing procedures and requirements for implementing and approving development agreements.
8. Garden Grove Planning Commission approved this project via Resolution No. 4179, approving Site Plan No. SP-113-91 and Conditional Use Permit No. CUP-121-91.
9. CITY granted approval in contemplation of this Agreement.
10. On (DATE), after a public hearing, the City Council adopted Ordinance # _____ implementing this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire four (4) years from its effective date, unless any duty specified remains executory, in which case this Agreement may be renewed for successive one year terms at discretion of CITY, pursuant to law, until all duties are performed. This renewal shall not be unreasonably withheld.
2. Permitted Uses. The following uses are permitted at the PROJECT: All uses permitted in the M-1 (Limited Industrial) zone subject to meeting all applicable development standards.
3. Density/Intensity. The density or intensity of this project is as follows: a 27,064 square foot warehouse and parking structure on an 80,517 square foot site.
4. Maximum Height and Building Size. The maximum height and building size are as follows: Maximum building height is twenty-three (23) feet. Maximum building size is 27,064 square feet.
5. Improvements. The improvements described in Planning Commission Resolution No. 4179, including but not limited to curb, gutter, and sidewalk, shall be constructed as follows: Prior to the issuance of any certificates of occupancy or release of any utility.
6. Resolution/Material Terms. All conditions of approval found in Resolution No. 4179, 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.
7. Scope of Project. The Project scope shall consist of those uses stated in paragraph two (2), with a density and intensity stated in paragraph three (3), with building height and sizes as stated in paragraph four (4).
8. Reimbursement. DEVELOPER shall pay CITY as follows:
 - 8.1 Amount. One percent (1%) of the building permit valuation.
 - 8.2 Not to Exceed. Payment under this Agreement shall not exceed Nine Thousand Dollars (\$9,000).
 - 8.3 Payment Timing. Payment shall be made prior to the issuance of building permits or within eighteen (18) months of the date of City Council approval.
9. Records of Expenses. DEVELOPER shall keep records in which complete and correct entries will be made of construction costs.

10. City Agreement. CITY hereby agrees that DEVELOPER will be entitled to develop the project in accordance with the approvals and other matters mentioned herein.
11. Reimbursement. DEVELOPER agrees that the sum of \$9,000 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 the building permit for the project or eighteen (18) months 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, 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. This review shall be conducted by the Director of Development Services.
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. DEVELOPER shall be subject to annual renewals of the site plan. Approval of renewals shall not be unreasonably withheld.
16. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All improvements stated in the Planning Commission Resolution No. 4179 shall be completed prior to the issuance of any Certificate of Occupancy.
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. Insurance Requirements.

- 18.1 Commencement of Work. DEVELOPER shall not commence work under this Agreement until it has obtained all insurance required and this insurance has been approved by CITY; nor shall DEVELOPER allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CITY of any material change, cancellation or termination at least thirty (30) days in advance.
- 18.2 Workers' Compensation Insurance. During the duration of this Agreement, DEVELOPER shall maintain Workers' Compensation Insurance if applicable. DEVELOPER shall also require all subcontractors to provide Workers' Compensation Insurance.
- 18.3 Insurance Amounts. DEVELOPER shall maintain the following insurance for the duration of this Agreement. Comprehensive general liability, automobile liability, professional liability, or other types of liability coverage, in an amount of \$1,000,000.00 per occurrence for bodily injury or property damage.
- 18.4 Endorsements For The Policies Designating CITY As Additional Insured. DEVELOPER shall provide to CITY proof showing the required insurance. Any certificate of insurance must be in a form, content, and with companies approved by CITY.
19. 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 may become due to DEVELOPER, or any obligation under the terms of this Agreement.
20. Non-Discrimination. DEVELOPER covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity pursuant to this Agreement.
21. General Provisions. It is mutually agreed as follows:
- 21.1 Independent Contractor. It is agreed to that in the performance of the services to be performed by DEVELOPER, DEVELOPER shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 21.2 Compliance with Law. DEVELOPER shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

- 21.3 Conflict of Interest and Reporting. DEVELOPER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 21.4 Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. Address of DEVELOPER is as follows:
Sparkletts Drinking Water Corporation
4500 York Boulevard
Los Angeles, CA 90041
- B. Address of CITY is as follows:
City of Garden Grove
11391 Acacia Parkway
Garden Grove, California 92640
- 21.5 DEVELOPER'S Proposal. The Project shall include DEVELOPER'S proposal, as modified by Planning Commission and City Council, which shall be incorporated herein by this reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 21.6 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.
- 21.7 Familiarity with PROJECT. By executing this Agreement, DEVELOPER warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; (3) it has considered how the work should be performed; and (4) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should DEVELOPER discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at DEVELOPER'S risk, until written instructions are received from CITY.
- 21.8 Time of Essence. Time is of the essence in the performance of this Agreement.
- 21.9 Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of DEVELOPER, its principals and employees were a substantial inducement for CITY to enter into this Agreement. DEVELOPER shall not contract with any other entity to perform the services required without the written approval of CITY. Neither this Agreement nor any interest may be assigned voluntarily or by operation of law, without the prior written approval of CITY. If DEVELOPER is permitted to

subcontract any part of this Agreement, DEVELOPER shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, including subcontractors, will be considered employees of DEVELOPER. CITY will deal directly with and will make all payments to DEVELOPER. CITY agrees to not unreasonably withhold consent to assignment.

- 21.10 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.
- 21.11 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.
- 21.12 Indemnification. DEVELOPER agrees to protect, defend, and hold harmless CITY and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, subcontractors, or independent contractors hired by DEVELOPER. The only exception to DEVELOPER'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of their elective or appointive boards, officers, agents or employees.
- This hold-harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER.
- 21.13 Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and DEVELOPER.
- 21.14 Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and DEVELOPER.
- 21.15 California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main Branch of the Orange County Superior Court.
- 21.16 Interpretation. This Agreement shall be interpreted as though prepared by both parties.

22. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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

"CITY"
CITY OF GARDEN GROVE

Dated: _____

By _____
Mayor

ATTEST:

City Clerk
Date: _____

"DEVELOPER"
SPARKLETTS DRINKING WATER CORP.

DATE: _____

By _____
Its _____

APPROVED AS TO FORM:

Garden Grove City Attorney
Date: _____

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.

6617T/2109A
07/18/91

STATE OF CALIFORNIA,
County of Orange

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 party to or interested in the above-entitled matter. I am the principal clerk of the printer of the

ORANGE COUNTY NEWS

a newspaper of general circulation, printed and published

in the City of GARDEN GROVE
County of Orange, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Orange, State of California, under the date of 12/15/589

Case Number A-31502; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

July 5, 1991
all in the year 1991.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at GARDEN GROVE
California, this 13 day of July 1991.

Signature

Free copies of this blank form may be secured from:
CALIFORNIA NEWSPAPER SERVICE BUREAU, INC.

Legal Advertising Clearing House
120 West Second St., Los Angeles, Calif. 90012
Telephone: (213) 625-2541
Please request GENERAL Proof of Publication

Proof of Publication of

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 Thursday, July 25, 1991 TO RECEIVE AND CONSIDER ALL EVIDENCE AND REPORTS RELATIVE TO THE APPLICATION DESCRIBED BELOW:

SITE PLAN NO. SP-105-91 and VARIANCE V-104-91
The applicant, SETH FRANCHINA, 8212 Larson Avenue, Garden Grove, is requesting Site Plan Approval to construct a two-story, 2,700 S.F. res. with variances from minimum driveway width & dwell separation as well as parking area separation fr. dwelling & bldg. setback, on an approx 9,000 S.F. site located on the south side of Larson Ave., west of Monroe St. at 8212 Larson Avenue.
The City of Garden Grove recommends that a negative declaration be adopted because the project will not have a significant adverse effect on the environment pursuant to CEQA.

SITE PLAN NO. SP-107-91 and VARIANCE NO. V-105-91
The applicant, ANDY PARK, 9681 Garden Grove Blvd., Garden Grove, is requesting Site Plan approval to construct a two-story 4,068 S.F. classroom building in conjunction with an exist. church with a variance from the required parking on an approx. 45,592 S.F. site located in the R-3 (Multiple Family Residential) zone. The subject site is located on the north side of Trask Avenue, east of Newhope Street at 11711 Trask Avenue.
The City of Garden Grove recommends that a negative declaration be adopted because the project will not have a significant adverse effect on the environment pursuant to CEQA.

A-114-91, SP-113-91, CUP-121-91 and A Development Agreement
Gillings & Associates, 17155 Newhope St., Fountain Valley, are req. to re-zone the site from C-M (Heavy Commercial/Limited Industrial) zone to M-1 (Limited Industrial) zone. The applicant is requesting Site Plan approval to construct a 27,064 S.F. Industrial Bldg. and Parking structure, Conditional Use Permit appl. for Warehousing activities & development agreement approval on an approx. 80,517 S.F. site located on the south side of Westminster Ave., west of Newhope St., at 11392 Westminster Ave.
The City of Garden Grove recommends that a neg. declaration be adopted because the project will not have a significant adverse effect on the environment pursuant to CEQA.

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 Development Services Department, City of Garden Grove, or by telephone: (714) 741-5312.
Date: July 5, 1991
Orange County News 124391
Publish: July 10, 1991

Ida F. Servantes (461-05)
4621 W. Sunswept Ave.
Santa Ana, CA 92703

Gerald H. Waldock (422-03)
4518 W. Sunswept Ave.
Santa Ana, CA 92703

Ruben & Maria Ordiano (422-05)
4606 W. Sunswept Ave.
Santa Ana, CA 92703

Lionso Munoz (422-06)
4610 W. Sunswept St.
Santa Ana, CA 92701

William R. Scott (422-07)
P.O. Box 1113
Tustin, CA 92680

Viet Van Vu (422-08)
1405 Berni St.
Santa Ana, CA 92703

Raymond Martin (422-09)
1401 N. Berni St.
Santa Ana, CA 92703

Donald Persinger (422-10)
4609 W. Morningside Ave.
Santa Ana, CA 92703

Robert Alamilla (422-11)
4605 W. Morningside Ave.
Santa Ana, CA 92703

Michael Roberts (422-12)
4521 W. Morningside Ave.
Santa Ana, CA 92703

Jose L. Vasquez (422-13)
4517 W. Morningside Ave.
Santa Ana, CA 92703

Jean Diane Fansega (422-14)
4509 W. Morningside Ave.
Santa Ana, CA 92703

City of Garden Grove (421-01)
Water Corp. & City of
11391 Acacia St.
Garden Grove, CA 92640

Cooper Fellowship Inc. (421-02)
4717 W. 1st St.
Santa Ana, CA 92703

Edgar & Geneva Heier (421-03)
4517 W. Sunswept Ave.
Santa Ana, CA 92703

Eduardo & Erlinda Bautista
(421-04)
4521 W. Sunswept Ave.
Santa Ana, CA 92703

Leopoldo G. Carrillo (421-05)
4605 W. Sunswept Ave.
Santa Ana, CA 92703

Hung & Tuoi Nguyen (421-06)
4609 Sunswept Ave.
Santa Ana, CA 92703

Enrique & Guillermina Rangel
(421-07)
4613 W. Sunswept Ave.
Santa Ana, CA 92703

Juvenal Cisneros (421-08)
4617 W. Sunswept Ave.
Santa Ana, CA 92703

Dora Mugica (422-01)
4502 W. Sunswept Ave.
Santa Ana, CA 92138

Octavio Valentin (422-02)
4510 Sunswept Ave.
Santa Ana, CA 92703

No Van Nguyen (190-39)
14792 Givens Pl.
Westminster, CA 92683

Tokuyo Nishiwaki (190-10)
1509 N. Parsons Pl.
Santa Ana, CA 92703

Jose O. Alvarez (190-12)
1517 N. Parsons St.
Santa Ana, CA 92706

Elsie Parsons (190-13)
1521 N. Parsons Pl.
Santa Ana, CA 92703

*NO. A-114-91, SA-113-91
AND CUP-121-91*

GILLINGS & ASSOCIATES

Sparkletts Drinking Water Corp.
(190-26)
4500 York Blvd.
Los Angeles, CA 90041

Lorraine E. Robinson (190-34)
2334 Camino Recondito
Fullerton, CA 92633

M K & Sons (190-36)
c/o Armen Keuilian
4518 Westminster Ave.
Santa Ana, CA 92703

M K & Sons (190-37)
c/o Armen Keuilian
4518 Westminster Ave.
Santa Ana, CA 92703

Gene & Mary Wells (303-03)
10 W. Sunswept Ave.
Santa Ana, CA 92703

Guadalupe P. Perez (463-12)
1410 Berni St.
Santa Ana, CA 92703

Sparkletts Drinking Water Corp.
(190-38)
4500 York Blvd.
Los Angeles, CA 90041

James Schueneman (422-04)
4522 W. Sunswept Ave.
Santa Ana, CA 92703

Marjorie J. Ruschak (303-05)
18 W. Sunswept Ave.
Santa Ana, CA 92703

Ming Ly & Wal Ly-Fung (461-03)
4806 W. 1st St.
Santa Ana, CA 92703

Philip & Mihn Nguyen (303-06)
21 W. Morningside Ave.
Santa Ana, CA 92703

Robert Van & Lien Nguyen (301-11)
409 W. Sunswept Ave.
Santa Ana, CA 92703

William J. Angelotti (303-04)
4414 W. Sunswept Ave.
Santa Ana, CA 92703

Robert Van Nguyen (301-12)
413 Sunswept Ave.
Santa Ana, CA 92703

John Van Pham (301-13)
417 W. Sunswept Ave.
Santa Ana, CA 92703

Charles J. Aubrey (461-04)
701 W. Sunswept Ave.
Santa Ana, CA 92703

-A- 114-91 / SP-113-91 / 2-121-91

Manuel & Maria Pelester
1513 N. Parsons Pl.
Santa Ana, CA 92703

Charles Le
1525 N. Parsons Pl.
Santa Ana, CA 92705

Walter J. Williams
1601 N. Parsons Pl.
Santa Ana, CA 92703

Lily Y. Oyenoki
1605 Parsons Pl.
Santa ANa, CA 92703

Angelus Block Co
11374 Tuxford St.
Sun Valley, CA 91352

Harold Raine
1609 N. Parsons Pl.
Santa Ana, CA 92703

Habeb Dabbaghian
11093 Petal Ave.
Fountain Valley, CA 92708

NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
(Be Completed by Lead Agency)

Project Title: SITE PLAN NO. SP-113-91, AMENDMENT NO. A-114-91 &
CONDITIONAL USE PERMIT NO. CUP-121-91

Project Location: South side of Westminster Ave., west of Newhope St.
at: 11392 Westminster Avenue, Garden Grove

Project Description:

To rezone site from C-M (Heavy Commercial/Limited Industrial) zone to M-1 (Limited Industrial) zone. To construct a 27,064 square foot industrial building and parking structure. To allow warehousing activities.

Name and Address of Developer or Project Sponsor:

Gillings and Associates
17155 Newhope St., #H
Fountain Valley, CA 92708

Phone: (714) 432-0618

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 any environmental concerns noted in the Environmental Checklist form have been appropriately addressed for this project.

Contact Person and Phone Number:

Paul Wernquist (714) 741-5312


Chairman, Planning Coordinating Committee

7.2.91

Date

Attachment: Initial Study of Environmental Effects

CALIFORNIA DEPARTMENT OF FISH AND GAME
CERTIFICATE OF FEE EXEMPTION

De Minimis Impact Finding

Project Title/Location (include county) :

AMENDMENT NO. A-114-91, SITE PLAN NO. SP-113-91&CONDITIONAL USE PERMIT NO. CUP-121-91
South side of Westminster Ave., west of Newhope St.
at: 11392 Westminster Avenue, Garden Grove, ORANGE

Project Description :

To rezone site from C-M (Heavy Commercial/Limited Industrial) zone to M-1 (Limited Industrial) zone. To construct a 27,064 square foot industrial building and parking structure. To allow warehousing activities.

Findings of Exemption (attach as necessary) :

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 DeMinimus 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.

(Chief Planning Official)

Title : Director, Development Services

Lead Agency City of Garden Grove

Date _____

Notice of Determination

Appendix H

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

From: (Public Agency) City of Garden Grove
P. O. Box 3070, 11391 Acacia Parkway
Garden Grove, Ca 92642 ^(Address)

X County Clerk
County of Orange
P. O. Box 838
Santa Ana, Ca 92702



Subject:

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

AMENDMENT NO. A-114-91, SITE PLAN NO. SP-113-91, CONDITIONAL USE PERMIT NO. CUP-121-91
Project Title

State Clearinghouse Number
(If submitted to Clearinghouse)

Lead Agency
Contact Person

Area Code/Telephone/Extension

11392 Westminster Avenue, Garden Grove ORANGE
Project Location (include county)

Project Description:

To rezone site from C-M (Heavy Commercial/Limited Industrial) zone to M-1 (Limited Industrial) zone. To construct a 27,064 square foot industrial building and parking structure. To allow warehousing activities.

This is to advise that the City of Garden Grove has approved the above described project on _____
 Lead Agency Responsible Agency
_____ and has made the following determinations regarding the above described project:
(Date)

1. The project [will 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.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A statement of Overriding Considerations [was was not] adopted for this project.
5. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval is available to the General Public at:
City of Garden Grove, Development Services, 11391 Acacia Parkway, Garden Grove, CA 92640

Signature (Public Agency)

Date

Title

Date received for filing at OPR:

SITE PLAN AND SITE PLAN AMENDMENTS

THE GARDEN GROVE PLANNING COMMISSION WILL HOLD A PUBLIC HEARING IN THE COUNCIL CHAMBER, 11300 STANFORD AVENUE., GARDEN GROVE ON THURSDAY, July 27, 1991 AT 7 PM TO CONSIDER

²⁵
SITE PLAN NO. _____

THE APPLICANT, (typist takes name & address from blue sheet) IS REQUESTING SITE PLAN APPROVAL TO CONSTRUCT _____

ON AN APPROX. _____ S.F. SITE LOCATED IN THE _____

(_____) ZONE. THE SUBJECT SITE IS LOCATED _____

AT _____

*Entered in computer
6/26/91
B.*

Amendment No. A-114-91, Site Plan No SP-113-91
~~SITE PLAN AMENDMENT NO.~~ Conditional Use Permit No CUP-121-91 +
DEVELOPMENT AGREEMENT.

THE APPLICANT, (typist takes name & address from blue sheet) is REQUESTING TO REZONE THE SITE FROM THE GM C-M

(Heavy Commercial/Limited Industrial) ZONE TO THE m-1

(Limited Industrial) ZONE. ADDITIONALLY, THE APPLICANT IS REQUESTING SITE PLAN APPROVAL TO CONSTRUCT a 27,064

S.F. industrial building and parking structure and
Conditional Use Permit approval for warehousing
activities

ON AN APPROX. 80,517 S.F. SITE. THE SUBJECT SITE IS LOCATED

on the south side of Westminster Ave west of Newhope St

AT 11392 Westminster

THE CITY OF GARDEN GROVE RECOMMENDS THAT A NEGATIVE DECLARATION BE ADOPTED BECAUSE THE PROJECT WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON THE ENVIRONMENT PURSUANT TO CEQA. FOR INFORMATION CALL 741-5312 OR INQUIRE IN ROOM 220.

DEVELOPMENT REVIEW AND COMMENT SHEET
(TRAFFIC ENGINEERING)

CONDITIONS OF APPROVAL
FOR SP-113-91

STREET LIGHTING

are required are not required

shall be installed on: existing wood pole(s) new marblelite pole(s) steel davit pole(s) with overhead wiring underground wiring

location/spacing _____

SIGNING/STRIPING

all compact parking stalls shall be individually marked all handicap parking stalls shall be marked and signed in accordance with CVC 22511.8(a) all curbs not associated with a parking stall shall be painted red to prohibit parking the northerly, the southerly, the easterly, the westerly driveway(s) shall be signed for right/left turns only all curbs on the property's ~~north~~, south, ~~east~~, ~~west~~ street frontage shall be painted red and signed to prohibit parking additional comments: _____

DRIVEWAYS/GATES

driveway approach(es) shall be the flared depressed type per Orange County Standard Plan 210 driveway throat shall be a minimum of 20 feet in length driveway throat shall be a minimum of _____ in width no driveway shall be located closer than 35 feet to or from the ECR or BCR proposed gate facility shall be located a minimum of 35 feet, 55 feet, 85 feet from the property line on _____ street and 35 feet, 55 feet, 85 feet from the property line on _____ street plan as submitted does not include any gates additional comments: _____

Design driveway on Westminster for exit rt turn only to flow into traffic

TRAFFIC SIGNALS/PUBLIC IMPROVEMENTS

developer shall be required to furnish and install a new ___ phase fully actuated traffic signal developer shall be required to relocate/modify existing traffic signal equipment developer shall be required to submit a completed traffic signal improvement plan in association with the required relocation/modification of traffic signals additional comments: _____

ON-SITE CIRCULATION

all internal alleyways servicing back to back parking shall be a minimum of 25 feet in width additional comments: _____

LANDSCAPING

all landscaping along street frontage adjacent to driveway(s) shall be of the low-height variety to assure and to provide safe sight clearance additional comments: _____

RIGHT OF WAY/EASEMENTS

developer shall be required to dedicate to the City of _____ an additional _____ feet of right of way on _____ street additional comments: _____

BONDS/CASH DEPOSIT

developer shall be required to post a bond or deposit cash with the City in the amount of \$ _____ to cover the cost of _____

comments prepared by: RP Grimm date: 6-27-91 ext: 5190

comments prepared by: _____ date: _____ ext: _____

division/dept approval: JP date: 6/27/91 ext: _____

ADDITIONAL COMMENTS: _____

2/12/88

EXCERPT FROM ARTICLE IX OF THE MUNICIPAL CODE
OF THE CITY OF GARDEN GROVE, CALIFORNIA

Section 9219.12. EFFECTIVE DATE OF ORDER GRANTING OR DENYING VARIANCE, CONDITIONAL USE PERMIT, UNCLASSIFIED USE PERMIT OR SITE PLAN. TIME FOR APPEAL. The order granting or denying a variance, conditional use permit, unclassified use permit or site plan shall become final and effective twenty-one (21) days after the order, unless within such twenty-one (21) day period an appeal in writing is filed with the City Clerk by either an applicant or opponent. The filing of such appeal within such time limit shall stay the effective date of the order until such time as the City Council has acted on the appeal as hereafter set forth in this Chapter.

Section 9221.3. FILING FEES. The fees shall be paid in accordance with a resolution adopted from time to time by the City Council.

NOTE: Evidence not presented to the Planning Commission or Zoning Administrator in connection with this case will not be considered by the City 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 the Garden Grove Municipal Code.

Section 9223.1. SITE PLANS, VARIANCES OR PERMITS MAY BE REVOKED. The Planning Commission or Zoning Administrator, as the case may be, may after a public hearing held in the manner prescribed in Part 19 governing Variances, Conditional Use Permits and Unclassified Use Permits or as prescribed in Part 20 governing Site Plans, revoke or modify on any one or more of the following grounds any Site Plan, Variance, Conditional Use Permit or Unclassified Use Permit previously issued:

- a. That approval was obtained by fraud.
- b. That the use approved by a Variance, Conditional Use Permit or Unclassified Use Permit has ceased to exist or has been suspended for one year or more.
- c. That the Site Plan, Variance, Conditional Use Permit or Unclassified Use Permit is being, or recently has been exercised contrary to the terms or conditions of such approval, or in violation of any statute, ordinance, law or regulation.
- d. That the approved Site Plan, Variance, Conditional Use Permit or Unclassified Use Permit was so exercised as to be detrimental to the public safety or so as to constitute a public nuisance.

Section 9223.2. EXPIRATION. Any Site Plan, Variance, Conditional Use Permit or Unclassified Use Permit granted becomes null and void if not exercised within the time specified in the approval of said Site Plan,, Variance, Conditional Use Permit, or Unclassified Use Permit, or if no date is specified, within one (1) year from the date of approval of said Site Plan, Variance, Conditional Use Permit or Unclassified Use Permit. In no case shall the Planning commission or Zoning Administrator specify a time period exceeding three (3) years.

I HEREBY CERTIFY that I have read and understand the information contained in this application.

Charles A. Morris
(Signature of Owner)

Mary C Maxwell
(Signature of Applicant)

Date 5.23.91

DEVELOPMENT SERVICES DEPARTMENT
PLANNING SERVICES DIVISION

APPLICATION FOR:

- SITE PLAN
(\$1,000 Deposit @ \$35 hr.)
- ENVIRONMENTAL IMPACT REPORT REVIEW (COST + 15%)
- ZONE CHANGE
(\$1,000 Deposit @ \$35 hr.)
- ENVIRONMENTAL IMPACT REPORT NEGATIVE DECLARATION (\$250)
- VARIANCE/WAIVER (\$650)

NAME OF APPLICANT: Gillings & Associates TELEPHONE: 714/432-0618

MAILING ADDRESS: 17155 Newhope St., Suite H

Fountain Valley, California ZIP: 92708
Corp.

NAME OF RECORDED OWNER: Sparkletts Drinking Water TELEPHONE: 213/259-2081

MAILING ADDRESS: 4500 York Blvd.

Los Angeles, California ZIP: 90041

SUBJECT PROPERTY ADDRESS: _____

SUBJECT PROPERTY LOCATION: Per Grant Deed - Attached

STATUS OF THE APPLICANT (CHECK ONE)

- RECORDED OWNER OF THE PROPERTY
- PURCHASING OR ESCROW SUBJECT TO CASE APPROVAL
- LESSEE
- AUTHORIZED AGENT OF ONE OF THE ABOVE

IF YOU ARE NOT THE RECORDED OWNER OF THE PROPERTY, THE ATTACHED LETTER OF

State of California
County of Los Angeles } SS.

On this the 28th day of May 1991, before me,
KATHRYN LEE POLO
the undersigned Notary Public, personally appeared

CHARLES A. NORRIS
 personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
PRESIDENT or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.



Kathryn Lee Polo
Notary's Signature

10. City Agreement. CITY hereby agrees that DEVELOPER will be entitled to develop the project in accordance with the approvals and other matters mentioned herein.
11. Reimbursement. DEVELOPER agrees that the sum of \$9,000 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 the building permit for the project or eighteen (18) months 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, 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. This review shall be conducted by the Director of Development Services.
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. DEVELOPER shall be subject to annual renewals of the site plan. Approval of renewals shall not be unreasonably withheld.
16. Improvement Schedule. The following improvements shall be constructed by the stated dates:
- All improvements stated in the Planning Commission Resolution No. 4179 shall be completed prior to the issuance of any Certificate of Occupancy.
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.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire four (4) years from its effective date, unless any duty specified remains executory, in which case this Agreement may be renewed for successive one year terms at discretion of CITY, pursuant to law, until all duties are performed. This renewal shall not be unreasonably withheld.
2. Permitted Uses. The following uses are permitted at the PROJECT: All uses permitted in the M-1 (Limited Industrial) zone subject to meeting all applicable development standards.

3. Density/Intensity. The density or intensity of this project is as follows: a 27,064 square foot warehouse and parking structure on an 80,517 square foot site.

4. Maximum Height and Building Size. The maximum height and building size are as follows: Maximum building height is twenty-three (23) feet. Maximum building size is 27,064 square feet.

5. Improvements. The improvements described in Planning Commission Resolution No. 4179, including but not limited to curb, gutter, and sidewalk, shall be constructed as follows: Prior to the issuance of any certificates of occupancy or release of any utility.

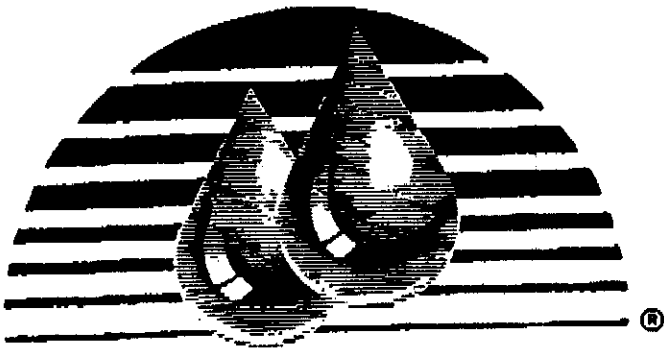
6. Resolution/Material Terms. All conditions of approval found in Resolution No. 4179, attached hereto and incorporated herein as Exhibit "1", are material terms of this agreement. Breach of any condition of approval shall be deemed to be a breach of this Development Agreement.

7. Scope of Project. The project scope shall consist of those uses stated in paragraph two (2), with a density and intensity stated in paragraph three (3), with building height and sizes as stated in paragraph four (4).

8. Reimbursement. DEVELOPER shall pay CITY as follows:

- 8.1 Amount. One percent (1%) of the building permit valuation.
- 8.2 Not to Exceed. Payment under this Agreement shall not exceed Nine thousand Dollars (\$9,000).
- 8.3 Payment Timing. Payment shall be made prior to the issuance of building permits or with eighteen (18) months of the date of City Council approval.

9. Records of Expenses. DEVELOPER shall keep records in which complete and correct entries will be made of construction costs.



McKesson Water Products Company
 4500 York Boulevard, Los Angeles CA 90041

* SPARKLETTS * ALHAMBRA * CRYSTAL * AQUA-VEND * WALLAROO *

FAX COVER SHEET

DATE: July 23, 1991 TIME: 9:00
 TO: Paul Wernquist
 COMPANY/DEPARTMENT: Development Services Dept.
 FAX NO.: 714/741-5205

FROM: John Bradbard/Linda
 DEPARTMENT: Engineering
 PHONE NO.: 213/259-2081 FAX NO.: 213/259-2139
 COMMENTS: Original to follow via overnight delivery.

NUMBER OF PAGES TO FOLLOW: 1

IF YOU RECEIVE THIS FAX IN ERROR, OR IT DOES NOT COME THROUGH COMPLETE, PLEASE CALL THE SENDER NAMED ABOVE. THANK YOU.

DEVELOPMENT AGREEMENT
SPARKLETTS DRINKING WATER CORPORATION

THIS AGREEMENT is made this _____ day of _____, 1991, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and SPARKLETTS DRINKING WATER CORPORATION ("DEVELOPER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Ordinance No. 2154, adopted July 2, 1990.
2. CITY desires to enter into this DEVELOPMENT AGREEMENT for the 27,064 square foot warehouse project on the south side of Westminster Avenue west of Newhope Street at 11392 Westminster Avenue.
3. DEVELOPER is qualified by virtue of experience, training, education, and expertise to accomplish the requirements listed to the satisfaction of CITY.
4. DEVELOPER owns the property located at 11392 Westminster Avenue.
5. The PROJECT is a development requiring certain discretionary approvals by CITY before it may be constructed.
6. 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.
7. CITY has adopted rules and regulations establishing procedures and requirements for implementing and approving development agreements.
8. Garden Grove Planning Commission approved this project via Resolution No. 1170, approving Site Plan No. SP-113-91 and Conditional Use Permit No. CUP-121-91.
9. CITY granted approval in contemplation of this Agreement.
10. On (DATE), after a public hearing, the City Council adopted Ordinance # _____ implementing this Agreement.

NOTE: If you are not the recorded owner of the property, this letter of authorization must be signed by the owner, notarized, and submitted with the application.

PUBLIC WORKS AND DEVELOPMENT DEPARTMENT
Development Services Division

LETTER OF AUTHORIZATION
TO BE NOTARIZED

TO: CITY OF GARDEN GROVE

APPLICATION FOR Site Plan CASE NO. _____

I, Sparkletts Drinking Water Corp. owner of the below-described property, do hereby appoint Gillings & Associates 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: See attached Grant Deed

State of California }
County of Los Angeles } ss.

On this the 28th day of May, 1991, before me,
KATHRYN LEE POLO,
the undersigned Notary Public, personally appeared

CHARLES A. NORRIS,
 personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
PRESIDENT or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.



Kathryn Lee Polo
Notary's Signature

Charles A. Morris
(Signature of Owner)

CONTINENTAL LAWYERS TITLE COMPANY

08/25/91 Orange County
Prepared for: MCKESSON WATER PRODUCTS

Requested By: JOHN
Rep: KJM

>>> PROPERTY INFORMATION <<<

Owner Name: SPARKLETS DRINKING WATER/BL
Situs Address: SITUS PENDING SANTA ANA 92703
Mailing Address: 4500 YORK BLVD*LOS ANGELES, CAL 90041
Legal Desc: T S0005 B 10 L 9

Parcel Number:	100-190-38	Square Feet:	
Zoning:		Lot Size:	A 1
City Code:	SA	Lot Sqft:	80
Ownership Type:		Bedrooms:	
Year Built:	1972	Baths (F + H):	
Units:		Total Rooms:	
Pool:	NONE		
Use Code:	IND-INDUSTRIAL		
Features:			

>>> SALES INFORMATION <<<

Last Sale Date:	10/13/67	Lender:	
Sale Price:	\$100,000F	1st Trust Deed:	
Doc. # / Type:	084030362/	Other Loans:	
		Price per Sqft:	\$1

1st Prev. Sale:
Amount:

>>> TAX INFORMATION <<<

Exemption:	NONE	Annual Tax:	\$1,8
Improvement Value:	\$68,252	Improvement %:	
Land Value:	\$85,981	Tax Rate Area:	
Total Assessed Val:	\$154,233		

429

Order Number 457636 Es Nu 115-13715-G

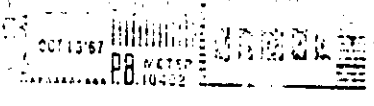
8897

8403 362

RECORDING REQUESTED BY

TITLE INSURANCE AND TRUST CO.
WHEN RECORDED, PLEASE MAIL TO
and Mail Tax Statements To:

Sparklets Drinking Water Corp.
4500 York Boulevard
Los Angeles, California 90041



RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
8:00 AM OCT 13 1967
J. WYLIE CARLYLE, County Recorder

\$2.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

2RS #110.00

Grant Deed

SAM A. SMOTRICH AND BEATRICE SMOTRICH, Husband and Wife AND

HAROLD W. HARRIS

For a Valuable Consideration, the receipt of which is hereby acknowledged, do..... hereby
GRANT to..... SPARKLETS DRINKING WATER CORPORATION, a corporation

all that real property situated in the County of ORANGE, State of California, described as follows:
The east 131.9 feet of the following described land (the west line of said east 131.9 feet being parallel with the east line thereof):

That portion of the northeast quarter of the northeast quarter of the northwest quarter of Section 9, Township 5 South, Range 10 West, in the Rancho Las Bolsas, as per map recorded in Book 51, Page 7 et seq., Miscellaneous Maps, office of the county recorder described as follows:

Beginning at a point in the northerly line of the northwest quarter of said section, distant thereon 115 feet easterly from the northwest corner of the northeast quarter of the northeast quarter of the northeast quarter of the northwest quarter of said section, and running thence easterly along said northerly line 206.5 feet to the center of a pipe line; thence southerly along the center line of said pipe line to the point of intersection of said line with the southerly line of the northeast quarter of the northeast quarter of the northwest quarter of said section; thence westerly along said southerly line 193.5 feet, more or less, to a point which is distant thereon 115 feet easterly from the southwest corner of the northeast quarter of the northeast quarter of the northwest quarter of said section; thence northerly parallel with the westerly line of said northeast quarter of the northeast quarter of the northwest quarter to the point of beginning.

EXCEPT a certain pipe line as described in the deed from William H. Stennett and wife to William H. Groff and wife, recorded October 13, 1922 in book 440 page 196 of Deeds. ✓

Dated SEPTEMBER 14, 1967

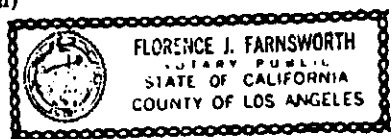
Sam A. Smotrich
SAM A. SMOTRICH
Beatrice Smotrich
BEATRICE SMOTRICH
Harold W. Harris
HAROLD W. HARRIS

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } SS.

On September 21, 1967 before me, the undersigned, a Notary Public in and for said State, personally appeared Sam A. Smotrich and Beatrice Smotrich and Harold W. Harris

known to me to be the person, whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.
(Seal)



Florence J. Farnsworth
(Notary Public's Signature)
FLORENCE J. FARNSWORTH
My Commission Expires March 22, 1971
(Name - Typed or Printed)
Notary Public in and for said State

T: 457636 GR Oct. 104

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REFER TO CASE FOLDER NO. AMENDMENT NO. A-114-91 &
CONDITIONAL USE PERMIT NO. CUP-121-91

Order Number 457636 Es Nu 115-13715-G

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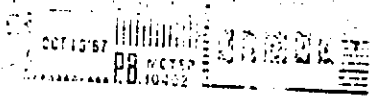
8403 362

RECORDING REQUESTED BY

TITLE INSURANCE AND TRUST CO.

WHEN RECORDED, PLEASE MAIL TO
and Mail Tax Statements To:

Sparklets Drinking Water Corp.
4500 York Boulevard
Los Angeles, California 90041



\$2.00

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
8:00 AM OCT 13 1967
J. WYLIE CARLYLE, County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

2RS #110.00

SAM A. SMOTRICH AND BEATRICE SMOTRICH, Husband and Wife AND

HAROLD W. HARRIS

For a Valuable Consideration, the receipt of which is hereby acknowledged, do hereby
GRANT to SPARKLETS DRINKING WATER CORPORATION, a corporation

all that real property situated in the County of ORANGE, State of California, described as follows:
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EXCEPT a certain pipe line as described in the deed from William H. Stennett and wife to William H. Groff and wife, recorded October 13, 1922 in book 440 page 196 of Deeds. v

Dated SEPTEMBER 14, 1967

Sam A. Smotrich
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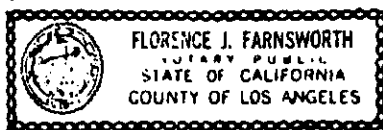
STATE OF CALIFORNIA,
COUNTY OF Los Angeles } SS.

On September 21, 1967 before me, the undersigned, a Notary Public in and for said State, personally appeared Sam A. Smotrich and Beatrice Smotrich and Harold W. Harris

known to me to be the person whose name are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal)



Florence J. Farnsworth
(Notary Public's Signature)
FLORENCE J. FARNSWORTH
My Commission Expires March 22, 1971
(Name - Typed or Printed)

Notary Public in and for said State

TI 457636 GR Ad. 104

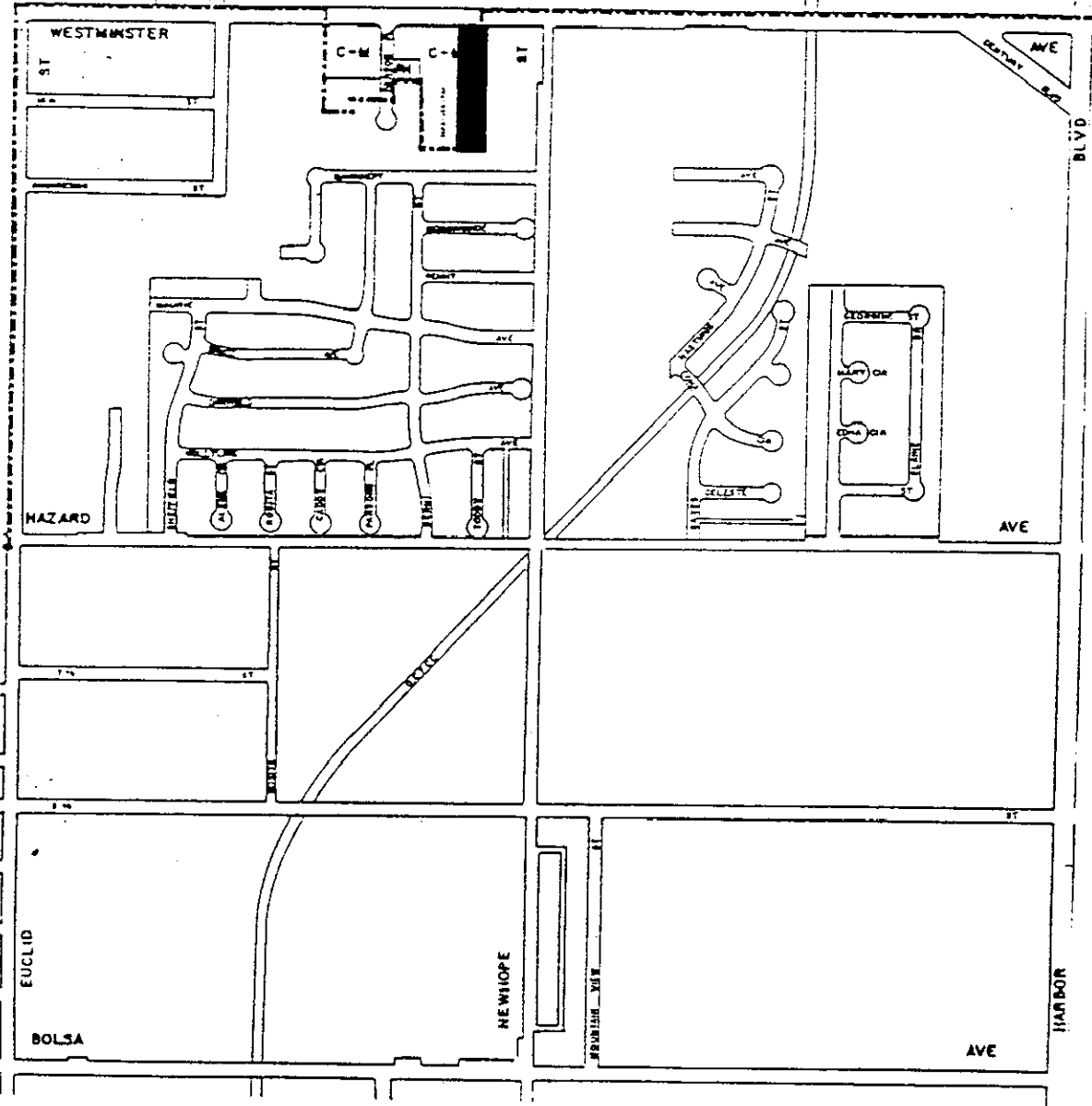
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429

VICINITY MAP



SCALE 1" = 1000'



CITY OF GARDEN GROVE
CALIFORNIA
ZONING MAP PART E-10

SUBJECT SITE
A-114-91
SP-113-91
CUP-121-91

C-M to M-1

18. Insurance Requirements.

18.1 Commencement of Work. DEVELOPER shall not commence work under this Agreement until it has obtained all insurance required and this insurance has been approved by CITY; nor shall DEVELOPER allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CITY of any material change, cancellation or termination at least thirty (30) days in advance.

18.2 Workers' Compensation Insurance. During the duration of this Agreement, DEVELOPER shall maintain Workers' Compensation Insurance if applicable. DEVELOPER shall also require all subcontractors to provide Workers' Compensation Insurance.

18.3 Insurance Amounts. DEVELOPER shall maintain the following insurance for the duration of this Agreement. Comprehensive general liability, automobile liability, professional liability, or other types of liability coverage, in an amount of \$1,000,000.00 per occurrence for bodily injury or property damage.

18.4 Endorsements For The Policies Designating CITY As Additional Insured. DEVELOPER shall provide to CITY proof showing the required insurance. Any certificate of insurance must be in a form, content, and with companies approved by CITY.

19. 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 may become due to DEVELOPER, or any obligation under the terms of this Agreement.

20. Non-Discrimination. DEVELOPER covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity pursuant to this Agreement.

21. General Provisions. It is mutually agreed as follows:

21.1 Independent Contractor. It is agreed to that in the performance of the services to be performed by DEVELOPER, DEVELOPER shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

21.2 Compliance with Law. DEVELOPER shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

- 21.3 Conflict of Interest and Reporting. DEVELOPER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 21.4 Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. Address of DEVELOPER is as follows:
Sparkletts Drinking Water Corporation
4500 York Boulevard
Los Angeles, CA 90041
- B. Address of CITY is as follows:
City of Garden Grove
11391 Acacia Parkway
Garden Grove, California 92640
- 21.5 DEVELOPER'S Proposal. The Project shall include DEVELOPER'S proposal, as modified by Planning Commission and City Council, which shall be incorporated herein by this reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 21.6 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.
- 21.7 Familiarity with PROJECT. By executing this Agreement, DEVELOPER warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; (3) it has considered how the work should be performed; and (4) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should DEVELOPER discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at DEVELOPER'S risk, until written instructions are received from CITY.
- 21.8 Time of Essence. Time is of the essence in the performance of this Agreement.
- 21.9 Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of DEVELOPER, its principals and employees were a substantial inducement for CITY to enter into this Agreement. DEVELOPER shall not contract with any other entity to perform the services required without the written approval of CITY. Neither this Agreement nor any interest may be assigned voluntarily or by operation of law, without the prior written approval of CITY. If DEVELOPER is permitted to

subcontract any part of this Agreement, DEVELOPER shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, including subcontractors, will be considered employees of DEVELOPER. CITY will deal directly with and will make all payments to DEVELOPER. CITY agrees to not unreasonably withhold consent to assignment.

- 21.10 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.
- 21.11 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.
- 21.12 Indemnification. DEVELOPER agrees to protect, defend, and hold harmless CITY and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, subcontractors, or independent contractors hired by DEVELOPER. The only exception to DEVELOPER'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of their elective or appointive boards, officers, agents or employees.
- This hold-harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER.
- 21.13 Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and DEVELOPER.
- 21.14 Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and DEVELOPER.
- 21.15 California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main Branch of the Orange County Superior Court.
- 21.16 Interpretation. This Agreement shall be interpreted as though prepared by both parties.

22. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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

"CITY"
CITY OF GARDEN GROVE

Dated: _____

By _____ Mayor

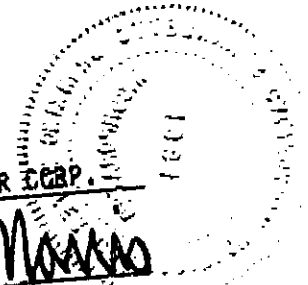
ATTEST:

City Clerk
Date: _____

"DEVELOPER"
SPARKLETTS DRINKING WATER CORP.

By X
Its

Charles A. Morris
President



DATE: 7.22.91

APPROVED AS TO FORM:

Garden Grove City Attorney
Date: _____

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.

6617T/2109A
07/18/91



Title Insurance and Trust Company

ORANGE COUNTY OFFICE
800 NORTH MAIN STREET SANTA ANA
PHONE 547.3333

August 22, 1967



IMPORTANT
When replying refer to
Our No. 456188

- Security First National Bank
- P. O. Box 42038
- Los Angeles, California 90042
- Attn: James I. Groody

Your No. BOLLINGER

The following is a report of the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy. In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain conditions and stipulations and also exceptions from its coverage as may be required by the particular form of policy issued.

Dated as of August 18, 1967 at 7:30 a.m.

George Rieser

George Rieser

Title Officer

Vestee:

SAM A. SMOTRICH and HAROLD W. HARRIS, each to an undivided half interest.

Exceptions:

1. General and special taxes for the fiscal year 1967-1968, not delinquent.
2. The use and control of cienegas and natural streams of water, if any, naturally upon, flowing across, into or by said described tract, and the right of way for and to construct irrigation or drainage ditches through said tract to irrigate or drain the adjacent land, as reserved in the deed recorded December 12, 1890 in book 9 page 271 of Deeds.
3. An easement for roads, railroads and ditches as reserved in the instrument above mentioned over the northerly 30 feet of said land.
4. The right of ingress and egress as may be necessary to repair and care for the pipe line described in the deed from William H. Stennett and wife, to William H. Groff and wife, recorded October 13, 1922, in book 440, page 196, Deeds, as reserved in said deed.
5. An agreement dated September 25, 1920, by and between C. J. Scidmore, Sarah Scidmore and others, as to the construction, maintenance and use of a pumping plant and pipe lines upon a site therein described for the development of water for irrigation and domestic purposes; said agreement contains certain terms, conditions and restrictions, and reference is hereby made to the record of said agreement recorded September 25, 1920, in book 557 page 194 of Deeds, and recorded June 23, 1927 in book 57 page 395, Official Records.

section; thence northerly parallel with the westerly line of said northeast quarter of the northeast quarter of the northwest quarter to the point of beginning.

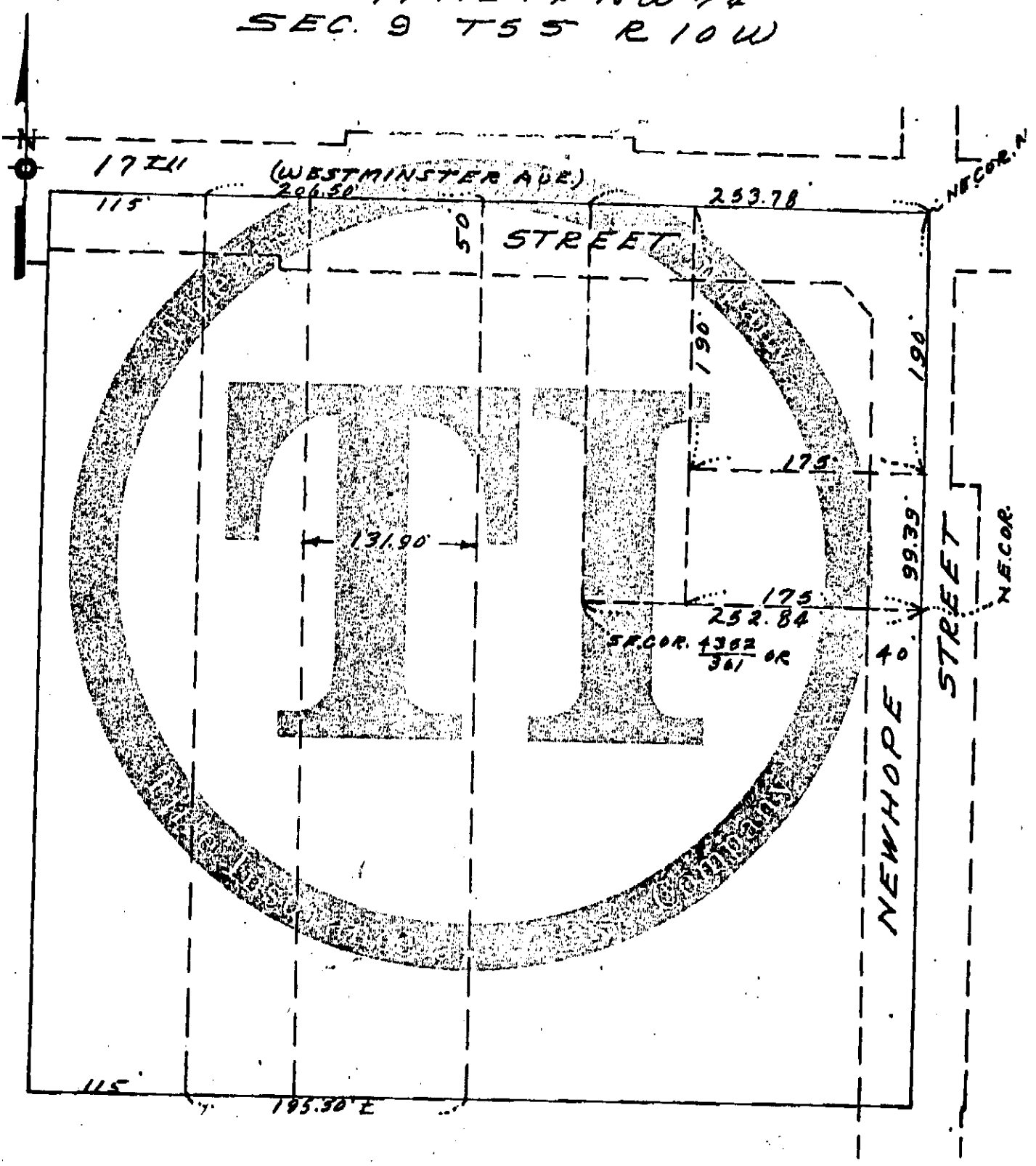
EXCEPT a certain pipe line as described in the deed from William H. Stennett and wife, to William H. Groff and wife, recorded October 13, 1922 in book 440 page 196 of Deeds.

GR/jac

NOTES:

General and special taxes for the fiscal year 1966-1967, amount \$689.02, which includes Weed Assessment of \$45.00. First installment \$344.51. Second installment \$344.51. ALL PAID.

NE 1/4 NE 1/4 NW 1/4
SEC. 9 T55 R10W



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

GILLINGS AND ASSOCIATES
 17155 Newhope St. Suite H
 FOUNTAIN VALLEY, CALIFORNIA 92708

LETTER OF TRANSMITTAL

(714) 432-0618
 FAX (714) 432-0434

DATE	6-25-91	JOB NO.	00691
ATTENTION	PAUL WERNICULST		
RE:	SPARICUETTS / MOYESSON C.U.P. & SITE PLAN REVIEW APPLICATION		

TO CITY OF GARDEN GROVE
DEVELOPMENT SERVICES DEPT.
11391 ACACIA PARKWAY
GARDEN GROVE, CA. 92640

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order APPLICATION DOCUMENTS

COPIES	DATE	NO.	DESCRIPTION
1	6-25-91		COLORER SET OF PLANS
25	6-25-91		NON-COLORER, FOLDED SET OF PLANS
25			TITLE REPORT & GRANT DEED
25			AREA MAPS
25			SIGN PLAN

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

MR. ~~SHUMA~~ SHUMA REQUESTED THAT
 WE DIRECT THESE PLANS TO MR. ~~BEN~~ BUTTERFIELD

COPY TO _____

SIGNED: 

ENVIRONMENTAL INFORMATION FORM
(To Be Completed By Applicant)

Date Filed May 28, 1991

I. GENERAL INFORMATION

1. Name and address of Developer or Project Sponsor: McKESSON WATER DIV.
4500 YORK BLVD. LOS ANGELES, CA 90041-3391
Phone: (213) 259-2081
2. Address of project:
Assessor's Block and Lot Number: 190-38
3. Name and address of Project Coordinator: JOHN BRADBARD
Phone: (213) 259-2081
4. Existing zoning: CM
5. Proposed zoning: M
6. Proposed use of site: WAREHOUSE W/ PARKING

II. PROJECT DESCRIPTION

1. Site size: 131.90' x 610.47' 80,516 SF.
2. Building footprint(s): 27,200 S.F.
3. Number of floors in building(s): 1 + ROOFTOP PARKING
4. Total floor area: 27,200 S.F.
5. Amount of off-street parking provided: 74 CARS / 52 TRUCKS
6. Proposed scheduling (phasing) of current development and any anticipated future development: ONE PHASE
7. If residential, include the number of units, unit sizes and type of household size expected:

8. If commercial, indicate the type and square footage of sales area:
NO SALES

9. If industrial, indicate type, estimated employment per shift, and loading facilities: WAREHOUSING EMPLOYEES
NOT TO EXCEED (4) PER SHIFT
-
10. If institutional, indicate the major function, estimated employment per shift and estimated occupancy: DNA
-
11. If public works, indicate the kind, whether it is taking place within the existing public right-of-way, and whether it is replacing an existing system or facility: DNA
-
12. Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).
- | <u>YES</u> | <u>NO</u> | |
|------------|-----------|--|
| <u>—</u> | <u>✓</u> | a. Change in existing topography (a substantial alteration of ground contours). |
| <u>✓</u> | <u>—</u> | b. Change in scenic views or vistas from existing residential areas or public lands or roads. |
| <u>✓</u> | <u>—</u> | c. Change in pattern, scale or character of general area of project. |
| <u>—</u> | <u>✓</u> | d. Significant amount of solid waste or litter. |
| <u>—</u> | <u>✓</u> | e. Change in dust, ash, smoke, fumes or odors in vicinity. |
| <u>—</u> | <u>✓</u> | f. Change in stream or ground water quality or quantity, or alteration of existing drainage patterns. |
| <u>—</u> | <u>✓</u> | g. Substantial change in existing noise or vibration levels in the vicinity. |
| <u>✓</u> | <u>—</u> | h. Site on filled land or on slope of 10 percent or more. |
| <u>—</u> | <u>✓</u> | i. Site on 100 year flood plain. |
| <u>—</u> | <u>✓</u> | j. Use or disposal of potentially hazardous materials, such as toxic substances, flammables or explosives. |
| <u>—</u> | <u>✓</u> | k. Substantial change in demand for municipal services (police, fire, water, sewage, etc.). |
| <u>—</u> | <u>✓</u> | l. Substantial increase in fossil fuel consumption (electricity, oil, natural gas, etc.). |
| <u>—</u> | <u>✓</u> | m. Relationship to a larger project or series of projects. |

III. ENVIRONMENTAL SETTING

1. 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.

EXISTING VACANT PAVED LOT W/ TRUCK
PARKING @ NORTH END. LOT HAS VERY
GRADUAL (1%) SLOPE

2. 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 (approximate height, setback, etc.).

RESIDENTIAL SINGLE FAMILY STRUCTURES
EXIST TO SOUTH. COMMERCIAL TO WEST
AND EXISTING SPARKLETT'S FACILITY TO EAST.

VI. 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.

Date

5-28-91

Henry O. Maxwell
(Signature)

For AGENT FOR OWNER

(attachment . . .)

12(b)

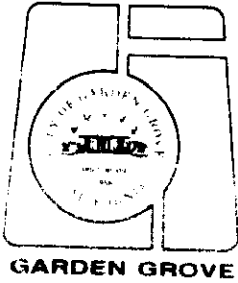
SOME VIEW OBSTRUCTION MAY
POSSIBLY OCCUR TO RESIDENCES
SOUTH OF BURG.

12(c)

VACANT LOT WILL NOW HAVE STRUCTURE.

12(h)

ALL SITE IS COMPACTED FILLED
DONE UNDER PREVIOUS PERMIT



CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

DEVELOPMENT SERVICES DEPARTMENT PLANNING SERVICES SECTION

APPLICATION FOR:

 MINISTERIAL SCREENING \$50.00

PRE-APPLICATION REVIEW
\$700.00 DEPOSIT @ \$35.00 HR

NAME OF APPLICANT: GILLINGS AND ASSOC PHONE: (714) 432-0618

PERSON TO CONTACT: GARY MAXWELL

MAILING ADDRESS: 17155 NEWHOPE ST. SUITE 'H'

FOUNTAIN VALLEY, CA. ZIP: 92708

NAME OF OWNER: SPARKLETS DRINKING WATER PHONE: (213) 259-2081

MAILING ADDRESS: C/O JOHN BRADBARD 4500 YORK BLVD

LOS ANGELES, CA. ZIP: 90041-3391

SUBJECT PROPERTY ADDRESS: _____

SUBJECT PROPERTY LOCATION: CORNER OF NEWHOPE & WESTMINSTER

SIGNATURE OF APPLICANT: *Mary C. Maxwell* DATE: 4/25/91

ACCEPTANCE BY PLANNING STAFF: *M. C. [Signature]* DATE: 4/25/91

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 X

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 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 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 8. SHOW ALL EXISTING TREES LOCATED ON THE SITE. INDICATE TYPE (LATIN AND COMMON NAME) AND APPROXIMATE SIZE (CALIPHER AND HEIGHT).
- ⑨ 9. SHOW ALL EXISTING PERIMETER FENCES AND WALLS LABELING EACH AS TO MATERIAL TYPE, HEIGHT, AND CONDITION.
- ⑩ 10. SHOW ALL STRUCTURES, FENCES, AND WALLS LOCATED ON CONTIGUOUS 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 X

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 X

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).

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 _____

X _____

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:

_____ X _____

A.

EVIDENCE OF TITLE:

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.

X ~~_____~~

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 _____

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. _____

____ _____

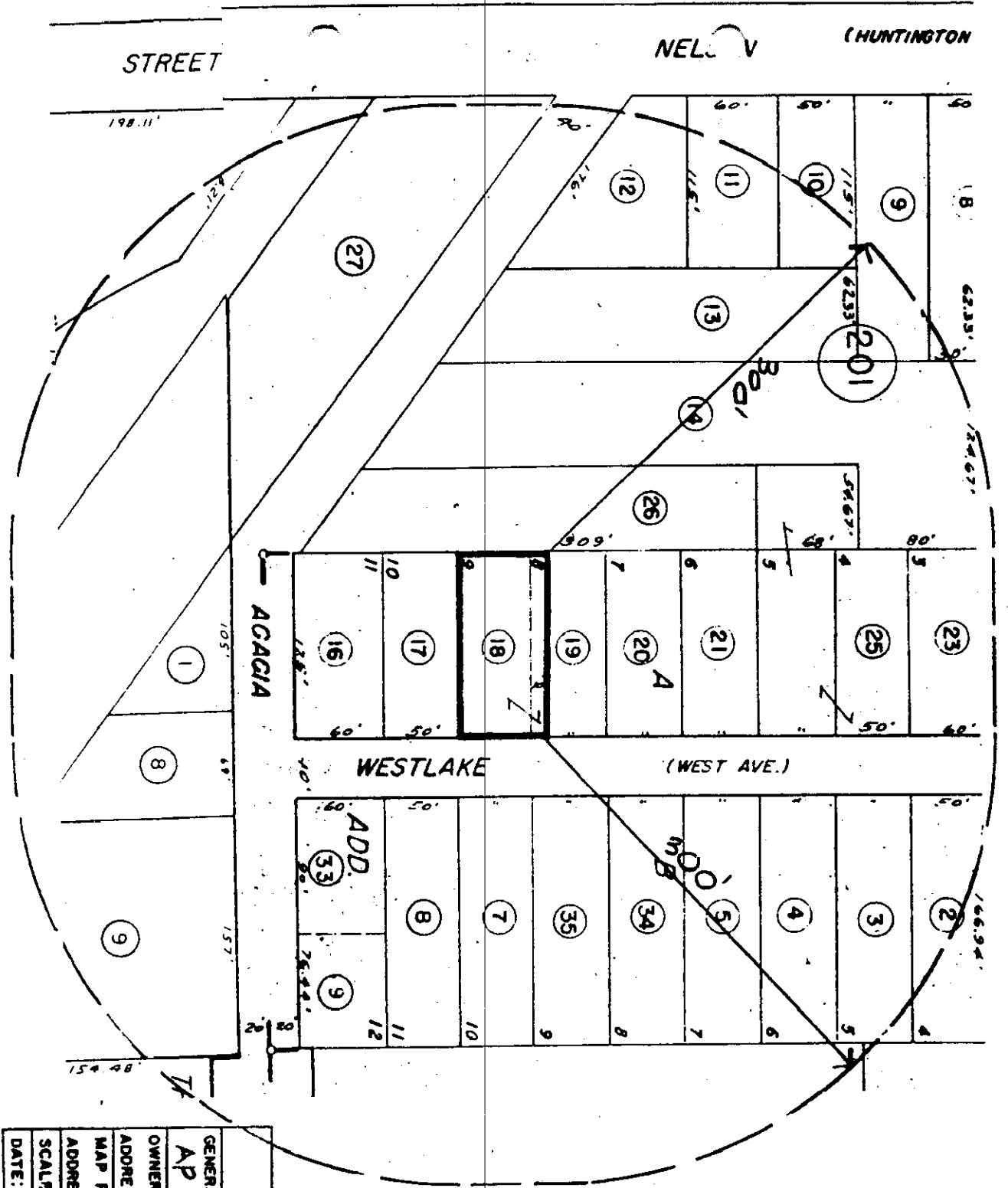
D. _____

____ _____

E. _____

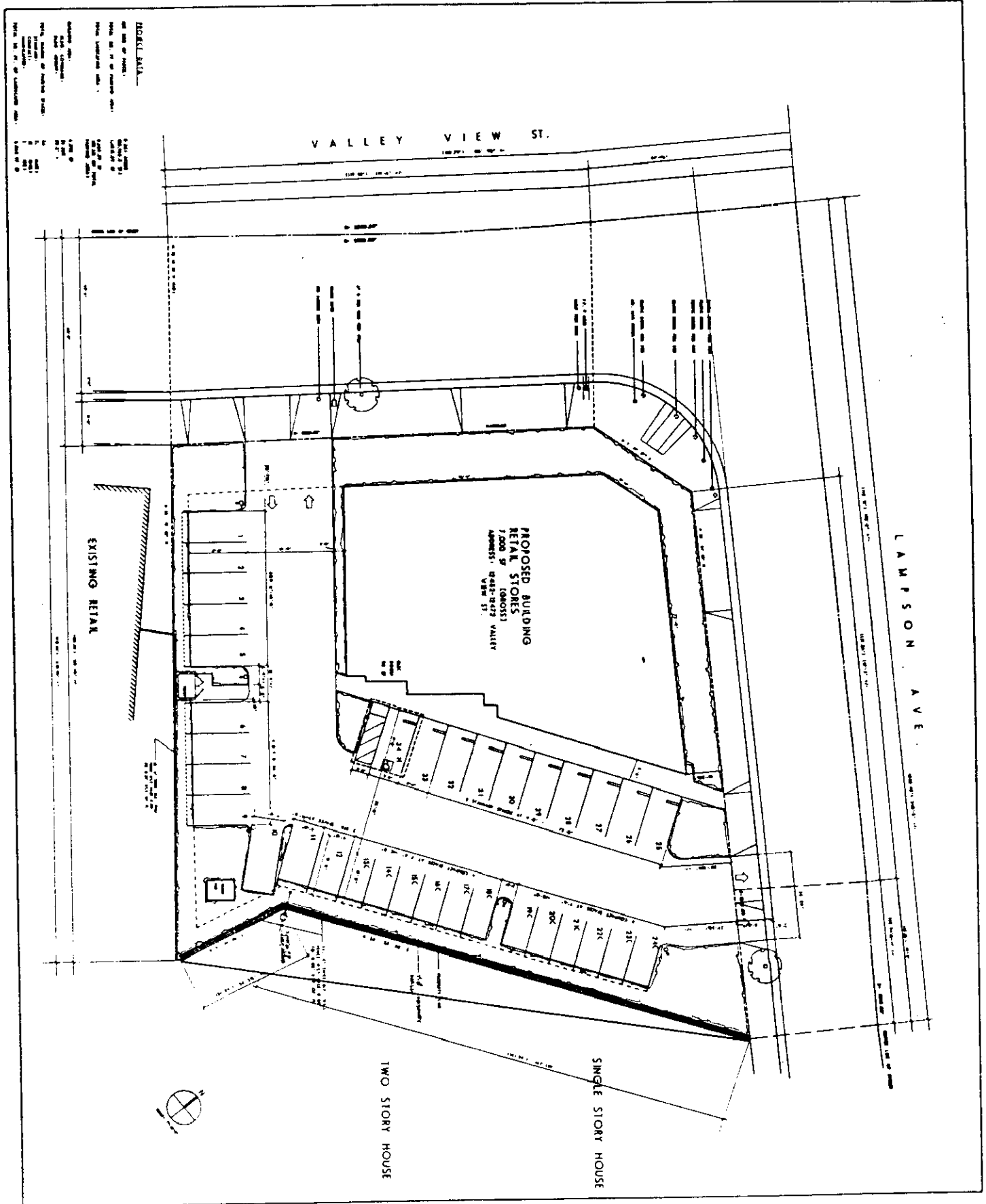
0738R/499A
07/11/90

AREA MAP

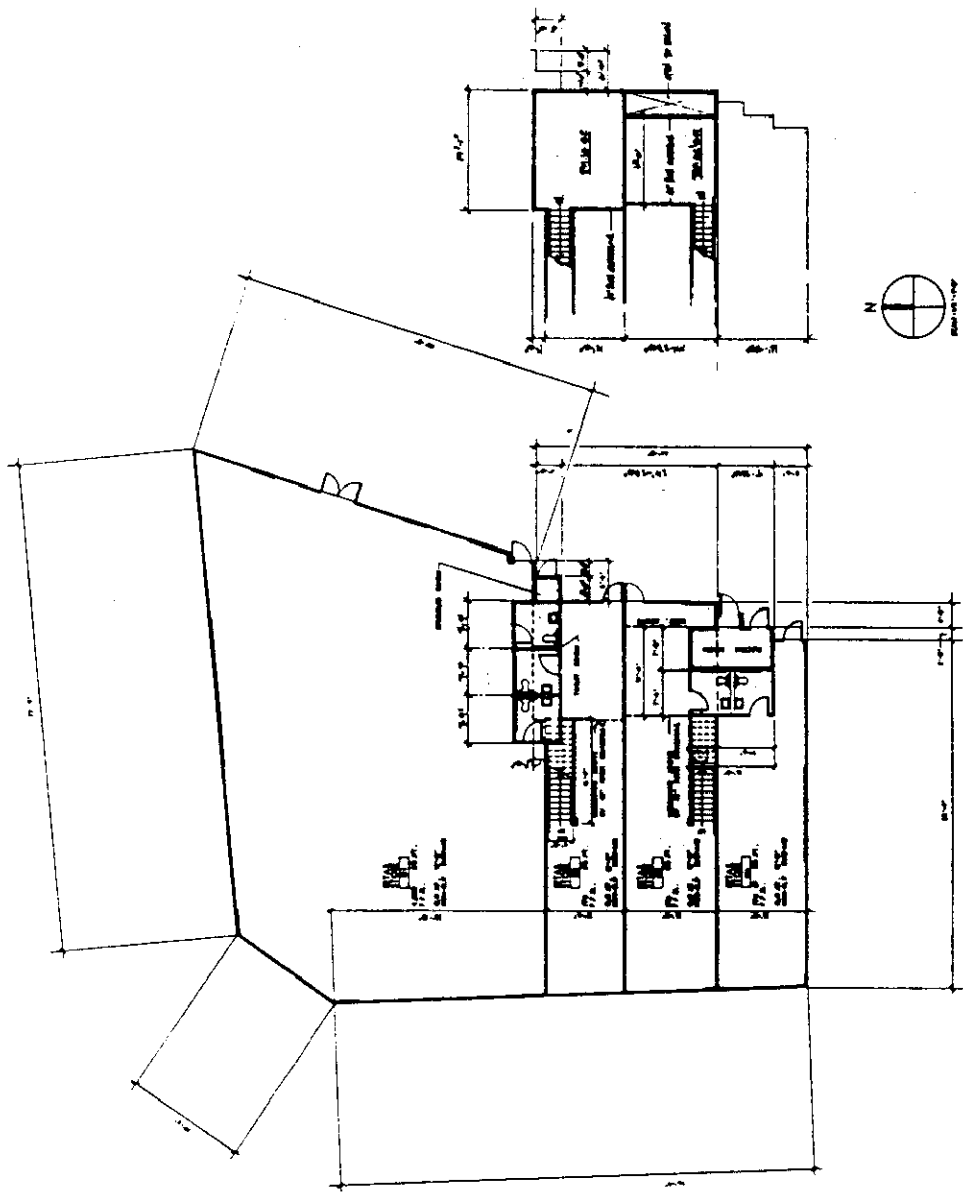


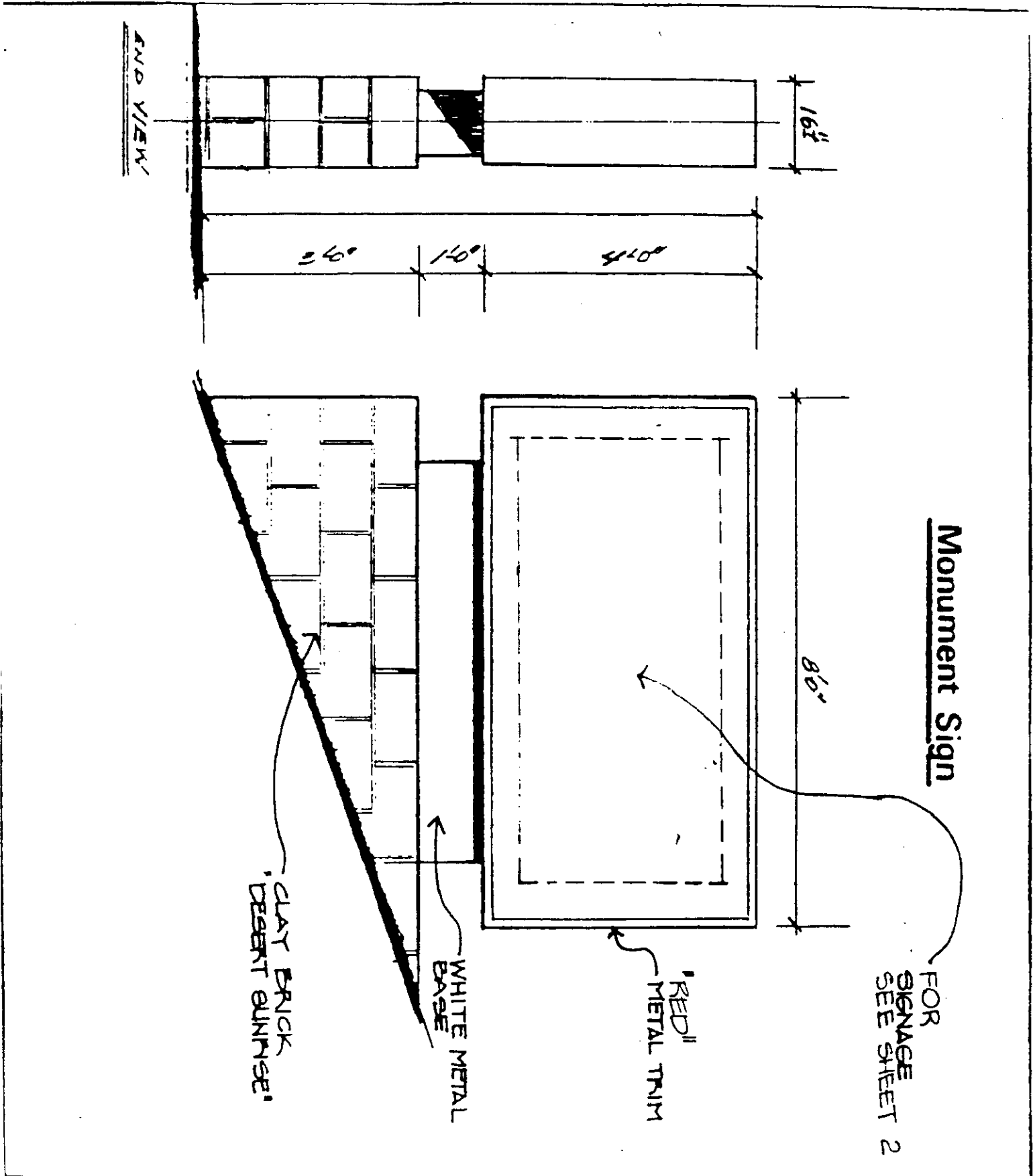
AREA MAP	
GENERAL DESCRIPTION OF PROPERTY:	
AP No. 089-201-16	
OWNER:	TEL.
ADDRESS:	
MAP PREPARED BY:	
ADDRESS:	
SCALE: 1" = 100'	CASE NO.
DATE:	

EXAMPLE OF PLOT PLAN



EXAMPLE OF FLOOR PLAN

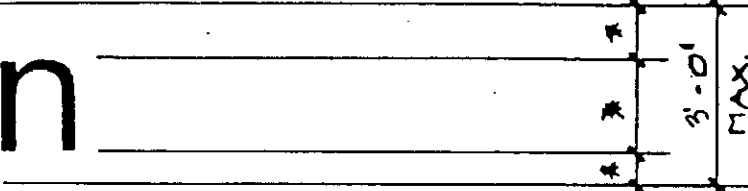




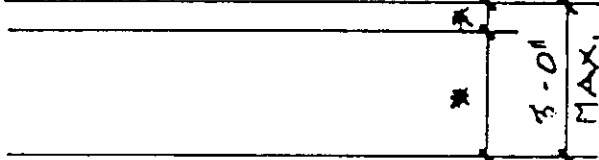
SAMPLE SIGN CRITERIA

SIGN 

ALL UPPER CASE

Sign 

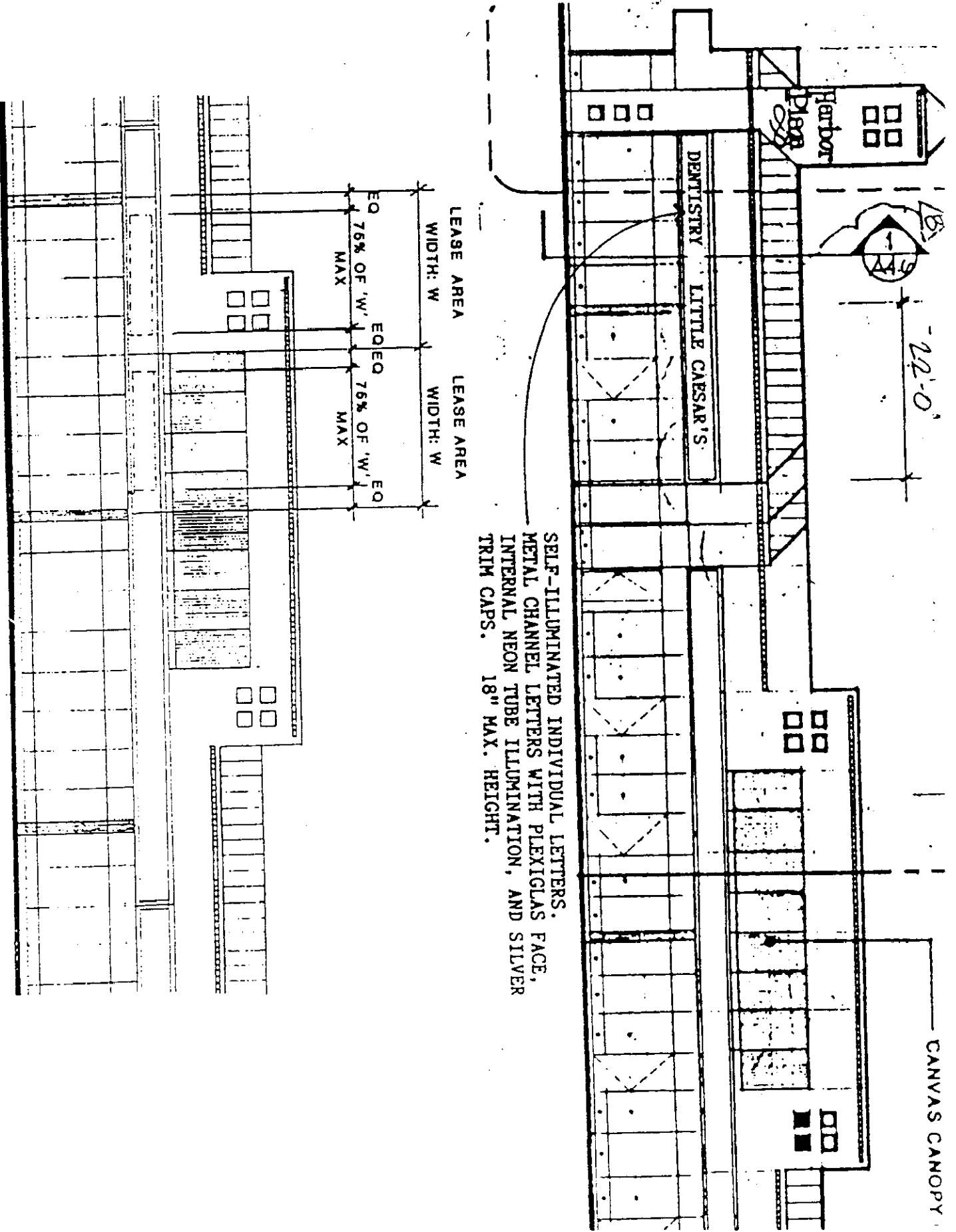
LOWER CASE W/ LARGER INITIAL OR
LOWER CASE W/ UPPER CASE INITIAL

SIGN 

ALL UPPER CASE W/ LARGER INITIAL

* AS REQUIRED FOR LETTER STYLE

FASCIA SIGN LETTER TYPE & DIMENSIONS



TYPICAL STOREFRONT ELEVATION



GARDEN GROVE

CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

July 19, 1991

CERTIFIED MAIL

Gillings & Associates
17155 Newhope Street #H
Fountain Valley, CA 92708

SUBJECT: Case No. A-114-91/SP-113-91/CUP-121-91/Dev. Agreement
Hearing before the Planning Commission
Date and Time: July 25, 1991 - 7 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 staff report in connection with the subject Public Hearing.

If you have any questions concerning this report, please contact the Planning Division of Development Services Department at (714) 541-5312.

Respectfully,

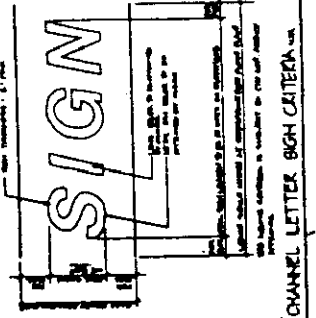
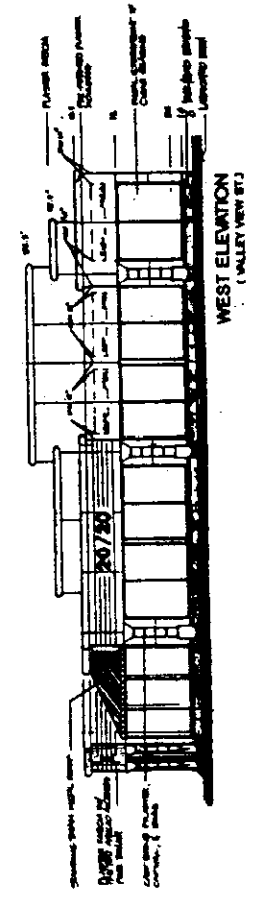
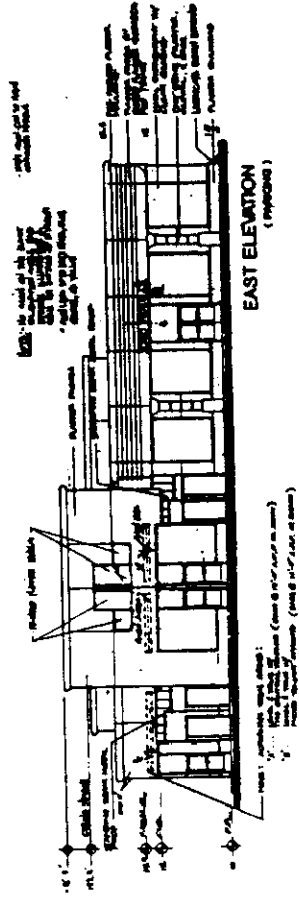
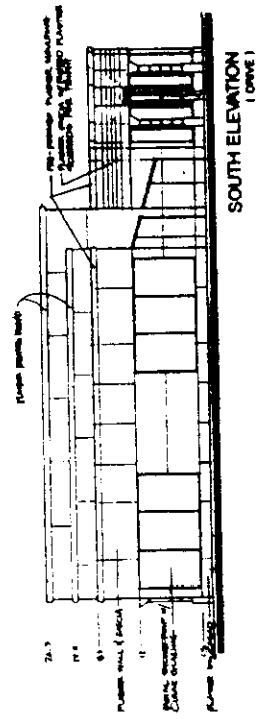
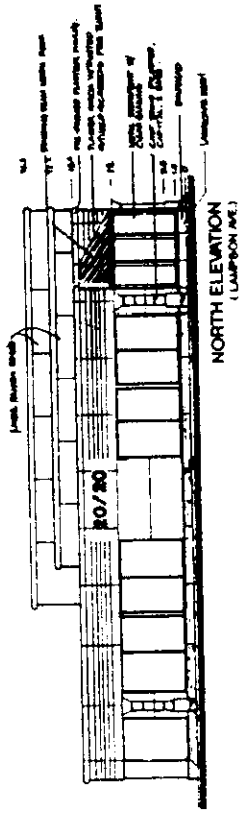
Frank A. Schuma, Director
Development Services Department

Enclosure

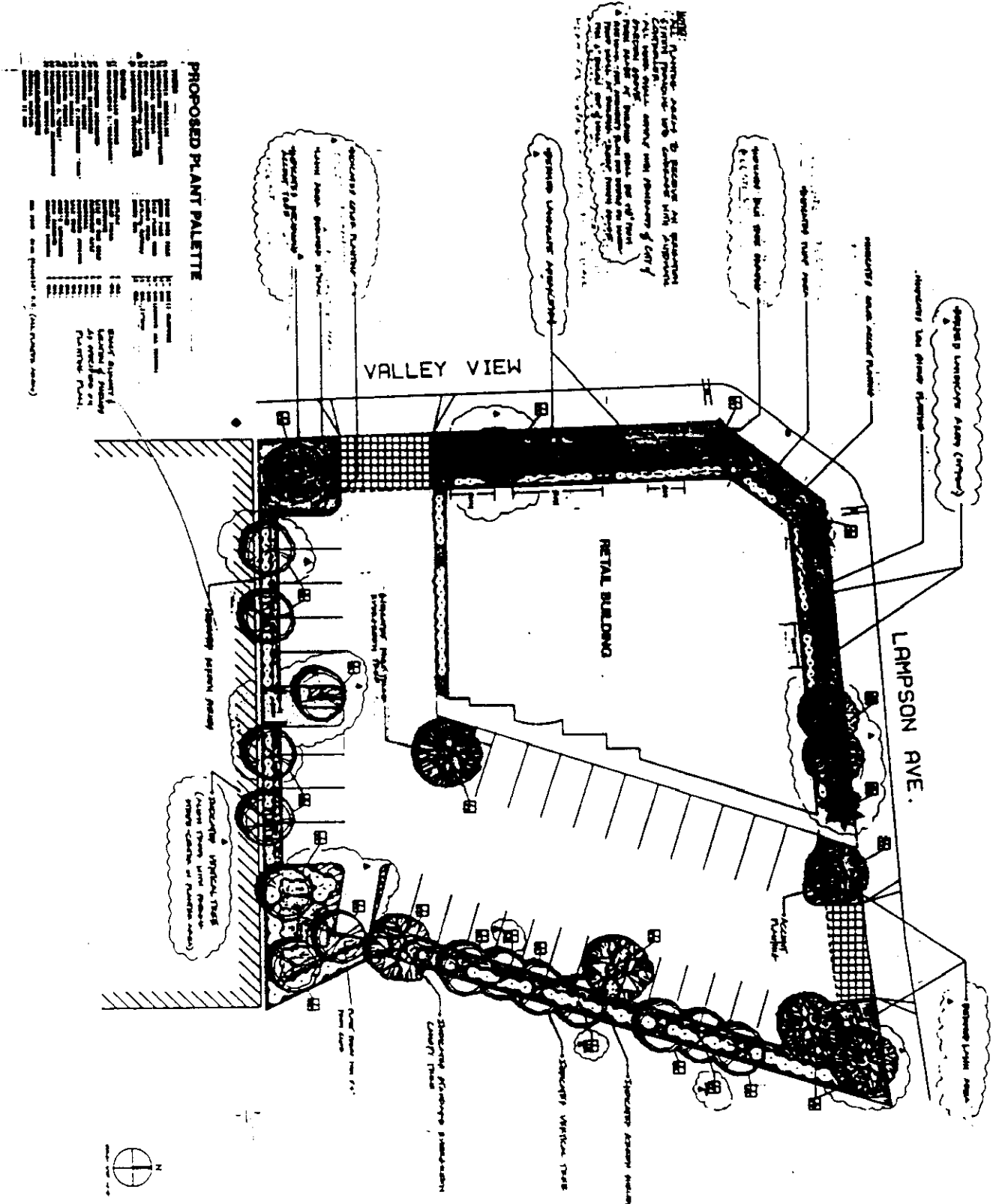
cc: Sparkletts Drinking Water Corp.

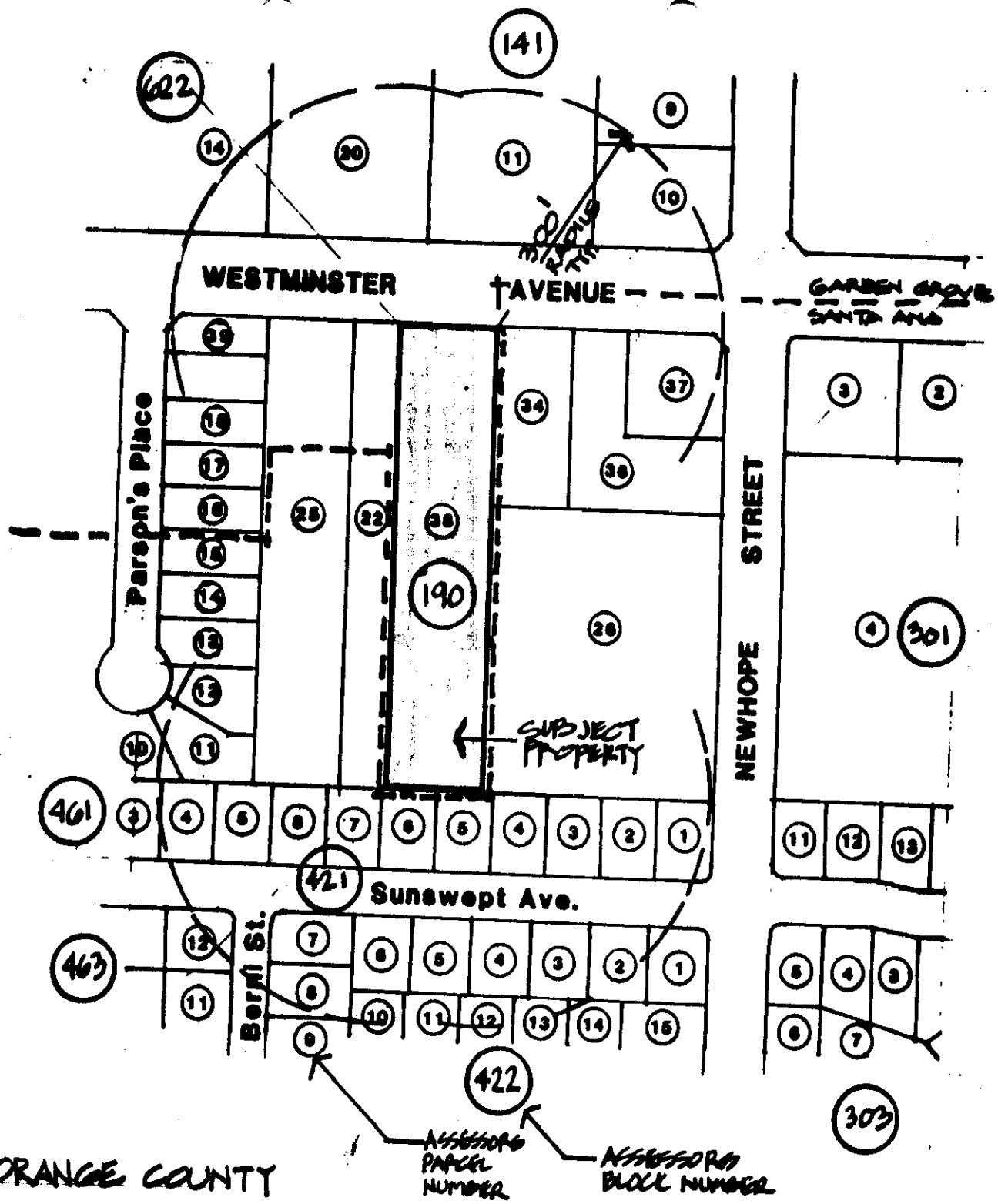
EXAMPLE OF ELEVATIONS

SEE DRAWING FOR MATERIALS
 TO BE USED IN THIS ELEVATION
 TO BE USED IN THIS ELEVATION
 TO BE USED IN THIS ELEVATION



EXAMPLE OF LANDSCAPE PLAN





ORANGE COUNTY

GILLINGS & ASSOCIATES
 ARCHITECTURE AND PLANNING
 17155 Newhope St., Suite H, Fountain Valley, CA 92708
 (714) 432-0618

AREA MAP
 1" = 200' 0"
 SPARKLETT'S
 0009
 0.25.91
 NORTH

6. An easement for road and incidental purposes as set forth in an instrument recorded in book 384 page 460, Official Records, over the northerly 40 feet of said land.
7. The right to trim and keep trimmed, trees and foliage within 3 feet of the existing pole line along and adjoining said property, as granted to Southern California Telephone Company, a corporation, by deed dated October 2, 1943, and recorded October 2, 1943 in book 1224 page 313, Official Records.
8. An easement for either or both pole lines, conduits and incidental purposes, as set forth in an instrument recorded in book 2336 page 76, Official Records, over the West 1 foot of said land.
9. An easement for either or both pole lines, conduits and incidental purposes, as set forth in an instrument recorded in book 2605 page 624, Official Records, over the West 2 feet of said land.
10. An easement for either or both pole lines, conduits and incidental purposes, as set forth in an instrument recorded in book 5154 page 178, Official Records, over the south 5 feet of said land.
11. An easement for road and incidental purposes as set forth in an instrument recorded in book 6432 page 368, Official Records, over the North 50 feet of said land.
12. Other matters of record which do not describe said land, but which, if any exist, may affect the title. The necessary search and examination will be completed when a statement of information has been received from Record Owner and New Owner.

DESCRIPTION:

The east 131.9 feet of the following described land (the west line of said east 131.9 feet being parallel with the east line thereof):

That portion of the northeast quarter of the northeast quarter of the northwest quarter of Section (, in Township 5 South, Range 10 West, in the Rancho Las Bolsas, in the city of Santa Ana, county of Orange, state of California, as per map recorded in book 51 page 7, et seq., Miscellaneous Maps, records of said Orange County, described as follows:

Beginning at a point in the northerly line of the northwest quarter of said section, distant thereon 115 feet easterly from the northwest corner of the northeast quarter of the northeast quarter of the northeast quarter of the northwest quarter of said section, and running thence easterly along said northerly line 206.5 feet to the center of a pipe line; thence southerly along the center line of said pipe line to the point of intersection of said line with the southerly line of the northeast quarter of the northeast quarter of the northwest quarter of said section; thence westerly along said southerly line 193.5 feet, more or less, to a point which is distant thereon 115 feet easterly from the southwest corner of the northeast quarter of the northeast quarter of the northwest quarter of said

Property Reg 429

Number _____ Number _____
RECORDING REQUESTED BY
TITLE INSURANCE AND TRUST CO.
WHEN RECORDED, PLEASE MAIL TO
and Mail Tax Statements To:
Sparklets Drinking Water Corp.
4500 York Boulevard
Los Angeles, California 90041

OCT 13 1967
METER
10402

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
8:00 AM OCT 13 1967
J. WYLIE CARLYLE, County Recorder

\$2.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

2RS #110.00

Grant Deed

SAM A. SMOTRICH AND BEATRICE SMOTRICH, Husband and Wife AND

HAROLD W. HARRIS

For a Valuable Consideration, the receipt of which is hereby acknowledged, do hereby
GRANT to SPARKLETS DRINKING WATER CORPORATION, a corporation

all that real property situated in the County of ORANGE, State of California, described as follows:
The east 131.9 feet of the following described land (the west line of said east 131.9 feet being parallel with the east line thereof):

That portion of the northeast quarter of the northeast quarter of the northwest quarter of Section 9, Township 5 South, Range 10 West, in the Rancho Las Bolsas, as per map recorded in Book 51, Page 7 et seq., Miscellaneous Maps, office of the county recorder described as follows:

Beginning at a point in the northerly line of the northwest quarter of said section, distant thereon 115 feet easterly from the northwest corner of the northeast quarter of the northeast quarter of the northeast quarter of the northwest quarter of said section, and running thence easterly along said northerly line 206.5 feet to the center of a pipe line; thence southerly along the center line of said pipe line to the point of intersection of said line with the southerly line of the northeast quarter of the northeast quarter of the northwest quarter of said section; thence westerly along said southerly line 193.5 feet, more or less, to a point which is distant thereon 115 feet easterly from the southwest corner of the northeast quarter of the northeast quarter of the northwest quarter of said section; thence northerly parallel with the westerly line of said northeast quarter of the northeast quarter of the northwest quarter to the point of beginning.

EXCEPT a certain pipe line as described in the deed from William H. Stennett and wife to William H. Groff and wife, recorded October 13, 1922 in book 440 page 196 of Deeds. ✓

Dated SEPTEMBER 14, 1967

Sam A. Smotrich
SAM A. SMOTRICH
Beatrice Smotrich
BEATRICE SMOTRICH
Harold W. Harris
HAROLD W. HARRIS

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } SS.

On September 21, 1967, before me, the undersigned, a Notary Public in and for said State, personally appeared Sam A. Smotrich and Beatrice Smotrich and Harold W. Harris

known to me to be the person whose name are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal)

FLORENCE J. FARNSWORTH
NOTARY PUBLIC
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Florence J. Farnsworth
(Notary Public's Signature)
FLORENCE J. FARNSWORTH
My Commission Expires March 22, 1971
(Name - Typed or Printed)

Notary Public in and for said State

Ti 457636 GR Oct 104

SENDER: Complete items 1 and 2 when additional services are desired and complete items 3 and 4. Put your address in the "TURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

<p>3. Article Addressed to:</p> <p>Gillings & Associates 17155 Newhope Street #H Fountain Valley, CA 92708</p>	<p>4. Article Number P355 143 273</p> <p>Type of Service:</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise</p> <p>Always obtain signature of addressee or agent and DATE DELIVERED.</p>
<p>5. Signature - Addressee X <i>Diane M. Gillings</i></p> <p>6. Signature - Agent X</p> <p>7. Date of Delivery <i>7/15</i></p>	<p>8. Addressee's Address (ONLY if requested and fee paid)</p> <p>RECEIVED JUL 18 1991 DEVELOPMENT SERVICES</p>

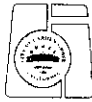
PS Form 3811, Apr. 1989 *U.S.G.P.D. 1989-589-015 **DOMESTIC RETURN RECEIPT**

SENDER: Complete items 1 and 2 when additional services are desired and complete items 3 and 4. Put your address in the "TURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

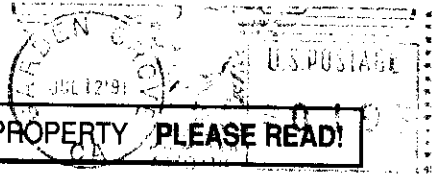
<p>3. Article Addressed to:</p> <p>Sparkletts Drinking Water Corp. 4500 York Boulevard Los Angeles, CA 90041</p>	<p>4. Article Number P355 143 274</p> <p>Type of Service:</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise</p> <p>Always obtain signature of addressee or agent and DATE DELIVERED.</p>
<p>5. Signature - Addressee X</p> <p>6. Signature - Agent X <i>[Signature]</i></p> <p>7. Date of Delivery JUL 16 1991</p>	<p>8. Addressee's Address (ONLY if requested and fee paid)</p> <p>RECEIVED JUL 19 1991 DEVELOPMENT SERVICES</p>

PS Form 3811, Apr. 1989 *U.S.G.P.D. 1989-589-015 **DOMESTIC RETURN RECEIPT**



CITY OF GARDEN GROVE
 11391 Acacia Parkway
 P.O. Box 31
 Garden Grove, CA 92642

35 YEARS



OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

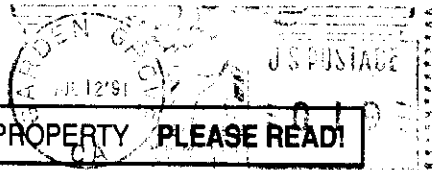
City of Garden Grove (421-01)
 Water Corp. & City of
 11391 Acacia St.
 Garden Grove, CA 92640

RECEIVED
JUL 15 1991
DEVELOPMENT SERVICES



CITY OF GARDEN GROVE
 11391 Acacia Parkway
 P.O. Box 3070
 Garden Grove, CA 92642

35 YEARS



OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

Raymond Martin (422-09)
 1401 N. Berni St.
 Santa Ana, CA 92703

RECEIVED
JUL 18 1991
DEVELOPMENT SERVICES

R



P 355 143 281

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

U.S.G.P.O. 1989-234-555

Gillings & Associates
17155 Newhope Street #H
Fountain Valley, CA 92708

PS Form 3800, June 1985

Postage	S
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	S

Postmark or Date

7/19/91

Find at line over top of envelope to the right of the return address

P 355 143 284

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

U.S.

Sparkletts Drinking Water Corp.
4500 York Boulevard
Los Angeles, CA 90041

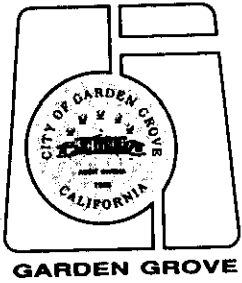
PS Form 3800, June 1985

Postage	S
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	S

Postmark or Date

7/19/91

Find at line over top of envelope to the right of the return address



CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

July 12, 1991

CERTIFIED MAIL

Gillings & Associates
17155 Newhope Street #H
Fountain Valley, CA 92708

RE: A-114-91/SP-113-91/CUP-121-91/Development Agreement

The Planning Commission of the City of Garden Grove will consider the referenced application at its meeting at 7:00 p.m. on July 25, 1991.

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.

Respectfully,

A handwritten signature in black ink, appearing to read 'Frank A. Schuma'. The signature is fluid and cursive, written over a horizontal line.

Frank A. Schuma, Director
Development Services Department

Enclosure

cc: Sparkletts Drinking Water Corp.

P 355 143 273

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Gillings & Associates
17155 Newhope Street #H
Mountain Valley, CA 92708

PS Form 3800, June 1985

Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$

Postmark or Date

7/12/91

Fold at line over top of envelope to the right of the return address

P 355 143 274

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sparkletts Drinking Water Corp.
4500 York Boulevard
Los Angeles, CA 90041

PS Form 3800, June 1985

Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$

Postmark or Date

7/12/91

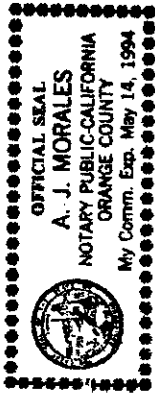
Fold at line over top of envelope to the right of the return address

THE GARDEN GROVE PLANNING COMMISSION WILL HOLD A PUBLIC HEARING IN THE COUNCIL CHAMBER, 11300 STANFORD AVENUE, GARDEN GROVE ON THURS. JULY 25, 1991 AT 7 PM TO CONSIDER A-114-91, SP-113-91, CUP-121-91 AND DEVELOPMENT AGREEMENT. GILLINGS & ASSOCIATES, 17155 NEWHOPE ST., FOUNTAIN VALLEY, ARE REQ. TO RE-ZONE THE SITE FROM C-M (HEAVY COMMERCIAL/LIMITED INDUSTRIAL) ZONE TO M-1 (LIMITED INDUSTRIAL) ZONE. THE APPLICANT IS REQUESTING SITE PLAN APPROVAL TO CONSTRUCT A 27,064 S.F. INDUSTRIAL BLDG. AND PARKING STRUCTURE, CONDITIONAL USE PERMIT APPRVL. FOR WAREHOUSING ACTIVITIES & DEVELOPMENT AGREEMENT APPROVAL ON AN APPROX. 80,517 S.F. SITE LOCATED ON THE SOUTH SIDE OF WESTMINSTER AVE., WEST OF NEWHOPE ST., AT 11392 WESTMINSTER AVE. THE CITY OF GARDEN GROVE RECOMMENDS THAT A NEG. DECLARATION BE ADOPTED BECAUSE THE PROJECT WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON THE ENVIRONMENT PURSUANT TO CEQA. FOR INFORMATION CALL 741-5312 OR INQUIRE IN ROOM 220.

<p>● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in "RETURN TO" Space on the reverse side. Failure to do so will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.</p>	
<p>1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address. (Extra charge) 2. <input type="checkbox"/> Restricted Delivery (Extra charge)</p>	
<p>3. Article Addressed to:</p> <p>Gillings & Associates 17155 Newhope Street #H Fountain Valley, CA 92708</p>	<p>4. Article Number P355 143 281</p> <p>Type of Service:</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise</p> <p>Always obtain signature of addressee or agent and DATE DELIVERED.</p>
<p>5. Signature - Addressee X</p>	<p>8. Addressee's Address (ONLY if requested and fee paid)</p> <p>RECEIVED JUL 24 1991 DEVELOPMENT SERVICES</p>
<p>6. Signature - Agent X <i>R. Spalding</i></p>	
<p>7. Date of Delivery 7/22/91</p>	
<p>PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-015 DOMESTIC RETURN RECEIPT</p>	

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

On this 5th day of SEPTEMBER in the year 1991 before me personally appeared WALTER DONOVAN and CAEOLYN MORRIS known to me to be the MAYOR and CITY CLERK of the City of Garden Grove, and known to me to be the persons who executed the within instrument on the behalf of said public corporation, and acknowledged to me that such public corporation executed the same.



Witness my hand and official seal.

[Handwritten Signature]

SINCLAIR PAINT COMPANY

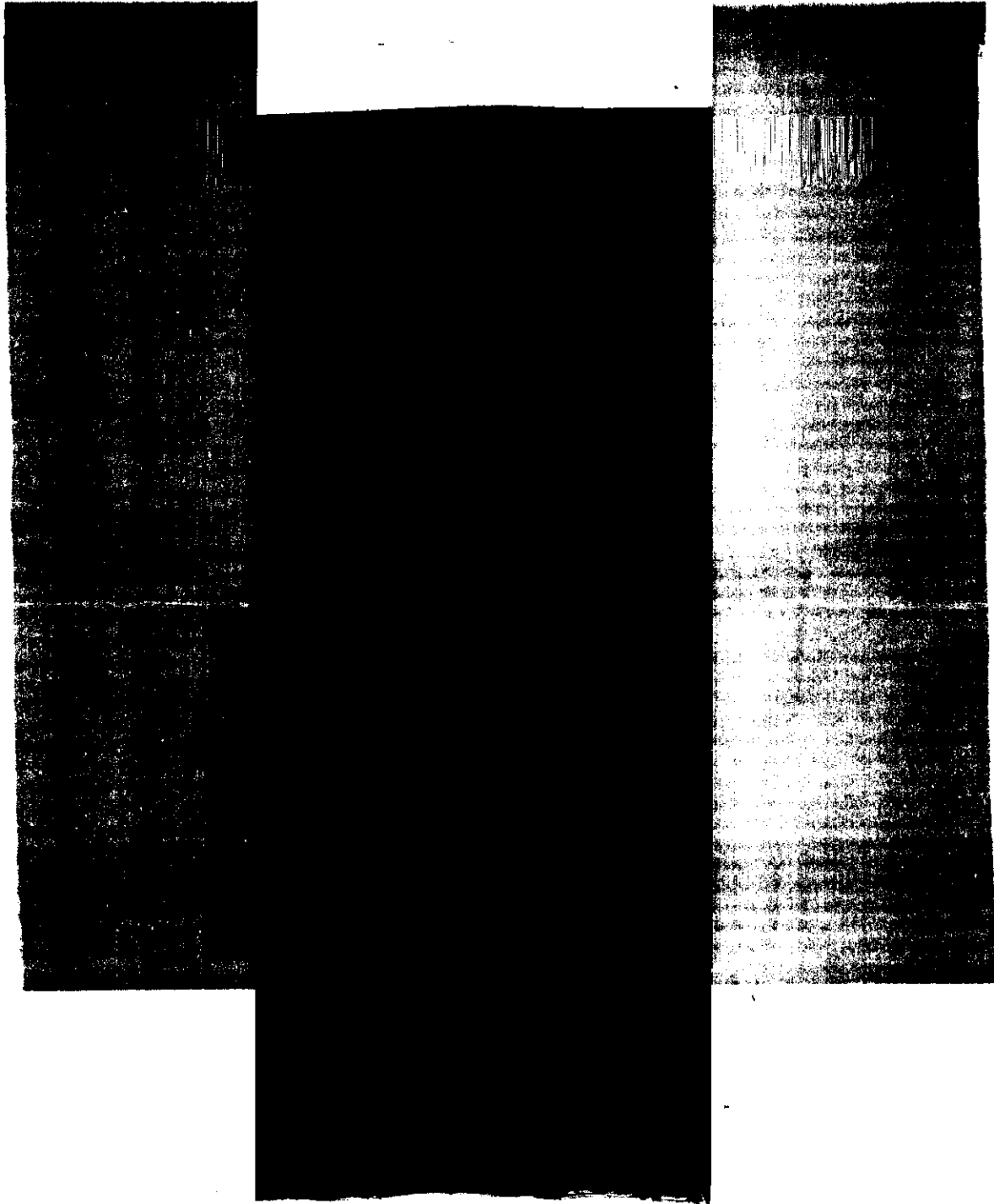
Customer Color Submittal

Product: FLAT Color Name/No: PANTONE #430

General Contractor: OUTMAN'S CONSTR. CO. Painting Contractor: HARRIS & RUTH

Architect: GILLINGS & ASSOC. Job: SPARKLETT'S

Color Approved by: JT SMITH 3.24.92 Date: 03/19/92



Handwritten mark consisting of a curved arrow pointing to the right and some illegible scribbles below it.

Complete items 1 and 2 when additional services are desired, and complete items

Put your address in the "TURN TO" space on the reverse side of the envelope. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

- 1. Show to whom delivered, date, and addressee's address. (Extra charge)
- 2. Restricted Delivery (Extra charge)

3. Article Addressed to:

Sparkletts Drinking Water Corp.
 4500 York Boulevard
 Los Angeles, CA 90041

4. Article Number
P355143284

Type of Service:

- Registered
- Certified
- Express Mail
- Insured
- COD
- Return Receipt for Merchandise

5. Signature — Addressee
 X

6. Signature — Agent
 X

7. Date of Delivery
JUL 25 1991

Always obtain signature of addressee or agent and return receipt fee.

8. Addressee's address ONLY if requested and fee paid.

RECEIVED
JUL 29 1991
DEVELOPMENT SERVICES

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire four (4) years from its effective date, unless any duty specified remains executory, in which case this Agreement may be renewed for successive one year terms at discretion of CITY, pursuant to law, until all duties are performed. This renewal shall not be unreasonably withheld.
2. Permitted Uses. The following uses are permitted at the PROJECT: All uses permitted in the M-1 (Limited Industrial) zone subject to meeting all applicable development standards.
3. Density/Intensity. The density or intensity of this project is as follows: a 27,064 square foot warehouse and parking structure on an 80,517 square foot site.
4. Maximum Height and Building Size. The maximum height and building size are as follows: Maximum building height is twenty-three (23) feet. Maximum building size is 27,064 square feet.
5. Improvements. The improvements described in Planning Commission Resolution No. 4179, including but not limited to curb, gutter, and sidewalk, shall be constructed as follows: Prior to the issuance of any certificates of occupancy or release of any utility.
6. Resolution/Material Terms. All conditions of approval found in Resolution No. 4179, 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.
7. Scope of Project. The Project scope shall consist of those uses stated in paragraph two (2), with a density and intensity stated in paragraph three (3), with building height and sizes as stated in paragraph four (4).
8. Reimbursement. DEVELOPER shall pay CITY as follows:
 - 8.1 Amount. One percent (1%) of the building permit valuation.
 - 8.2 Not to Exceed. Payment under this Agreement shall not exceed Nine Thousand Dollars (\$9,000).
 - 8.3 Payment Timing. Payment shall be made prior to the issuance of building permits or with eighteen (18) months of the date of City Council approval.
9. Records of Expenses. DEVELOPER shall keep records in which complete and correct entries will be made of construction costs.

CONDITIONS OF APPROVAL (Specific)

- ① GRADING PLAN REQUIRED.
- ② DESIGN COMMERCIAL DRIVEWAY FOR EXIT RIGHT-TURN ONLY & DIRECT TO FLOW OF TRAFFIC ON WESTMINSTER AVE.
- ③ NO PARKING ON WESTMINSTER AVE.
- ④ CONSTRUCT ST. LIGHT OR
- ⑤ NO LANDSCAPING WITHIN PUBLIC RIGHT-OF-WAY. INCLUDE ALL LANDSCAPING ON-SITE.
- ⑥ REMOVE EXISTING DRIVEWAY & REPLACE WITH CITY CURB & GUTTER & SIDEWALK.
- ⑦ HYDROLOGY/HYDRAULIC CALC. REQUIRED.

PREPARED BY: DR DATE: 6-26-91 EXTENSION: 5188

DIV. /DEPT. HEAD: [Signature] DATE: 6/26/91 EXTENSION: _____

REVIEWER		DATE	HOURS
D. RODRIGUEZ	PROJECT REVIEW	6-26-91	0.50
	STAFF MEETING		
	FIELD CHECK		
	MTG W/ DEVELOPER		
	OTHER		
	TOTAL		

SIGNATURE: _____ DATE: _____

DEVELOPMENT AGREEMENT
SPARKLETTS DRINKING WATER CORPORATION

THIS AGREEMENT is made this 3rd day of September, 1991, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and SPARKLETTS DRINKING WATER CORPORATION ("DEVELOPER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Ordinance No. 2154, adopted July 2, 1990.
2. CITY desires to enter into this DEVELOPMENT AGREEMENT for the 27,064 square foot warehouse project on the south side of Westminster Avenue west of Newhope Street at 11392 Westminster Avenue.
3. DEVELOPER is qualified by virtue of experience, training, education, and expertise to accomplish the requirements listed to the satisfaction of CITY.
4. DEVELOPER owns the property located at 11392 Westminster Avenue.
5. The PROJECT is a development requiring certain discretionary approvals by CITY before it may be constructed.
6. 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.
7. CITY has adopted rules and regulations establishing procedures and requirements for implementing and approving development agreements.
8. Garden Grove Planning Commission approved this project via Resolution No. 4170, approving Site Plan No. SP-113-91 and Conditional Use Permit No. CUP-121-91.
9. CITY granted approval in contemplation of this Agreement.
10. On (DATE), after a public hearing, the City Council adopted Ordinance # 2200 implementing this Agreement.

A-114-91
SP-113-91
WP-171-91
CASE NUMBER

DEVELOPMENT REVIEW
AND COMMENT SHEET

TO: Fire DATE OUT: 6/26/91
FROM: Paul - Current Planning RETURN BY: 7/5/91
APPLICANT: Gillings and Associates DATE IN: _____
REQUEST: site plan approval to construct a 27,064 sf
industrial building, CUP approval for warehousing and a
zone change to change zoning from EM to M-1.
SITE LOCATION: S/S Westminster, w/o Newhope
ADDRESS: 11397 Westminster
ASSESSOR PARCEL NOS.: 100-190-38

ANALYSIS

- NO COMMENTS
- COMMENTS/Analysis (Information to be included in STAFF REPORT or for Planning information)

- ① one (1) on-site fire hydrant shall be provided. Location to be determined by Fire Dept.
- ② Building shall be ~~not~~ provided with a fire sprinkler system.
- ③ Fire sprinkler system shall supervised to an approved central alarm station.
- ④ Fire sprinkler riser shall be located inside the building or in a room provided on outside of building.
- ⑤ Gate opening on north entrance shall be a minimum of 20'. Gate shall be provided with Knox entry system.
- ⑥ Fire extinguisher shall be provided. Location and rating to be determined by Fire Dept.
- ⑦ Address shall be visible from the street (over) (in contrasting colors).

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

George L. Tindall
 pt: City Manager
 subject: CONSIDERATION OF
 AMENDMENT NO. A-114-91
 AND A DEVELOPMENT AGREEMENT,
 PARCEL NO. 100-190-38

From: Frank A. Schuma

Dept: Development Services

Date: August 22, 1991

Ord 2199 S.D. (Development)
 Ord 2207 S.D. (Development)

OBJECTIVE

To receive and review all relevant documentation concerning Amendment No. A-114-91 and a Development Agreement. The subject site is located on the south side of Westminster Avenue, west of Newhope Street, at 11392 Westminster Avenue.

BACKGROUND

MB. MAYOR, MEMBERS OF THE CITY COUNCIL:

- ① On July 25, 1991 the Garden Grove Planning Commission considered Amendment No. A-114-91, Site Plan No. SP-113-91, Conditional Use Permit No. CUP-121-91 and a Development Agreement. The proposal, submitted by Gillings and Associates on behalf of Sparkletts Drinking Water Corporation, is to rezone the site from C-M (Heavy Commercial/Limited Industrial) to M-1 (Limited Industrial). Also requested was site plan and conditional use permit approval to construct a 27,064 square foot industrial building to be used for warehousing activities and a parking structure. ② THE SUBJECT REQUEST
- ③ As a part of this development application, a Development Agreement is being executed. This agreement requires the Developer to pay an impact fee of one percent (1%) of the building permit valuation, not to exceed nine thousand dollars (\$9,000), and provides the Developer four (4) years in which to construct the proposed project. This fee will be used to cover costs related to State-mandated environmental regulations.
- ④ ^{P.C.} At the hearing, no one spoke in favor of or in opposition to the request; and Site Plan No. SP-113-91 and Conditional Use Permit No. CUP-121-91 were approved. The Planning Commission also recommended approval of Amendment No. A-114-91 and the Development Agreement. ⑤ STAFF CAN ANSWER ANY QUESTIONS THAT YOU MAY HAVE.

DISCUSSION

Staff has reviewed and compared all documentation relating to this project with Garden Grove Municipal Code Sections 9.1.2.02 (Uses Permitted) and 9.1.4.15 (Industrial Development Standards). Amendment No. A-114-91, Site Plan No. SP-113-91 and Conditional Use Permit No. CUP-121-91 are in compliance with the purpose and intent of these guidelines. The Development

A-114-91
SP-113-91
WP-121-91
CASE NUMBER

DEVELOPMENT REVIEW
AND COMMENT SHEET

TO: Don DATE OUT: 6/26/91
FROM: [REDACTED] Current Planning RETURN BY: 7/5/91
APPLICANT: Gillings and Associates DATE IN: _____
REQUEST: site plan approval to construct a 27,064/sf
industrial building. CUP approval for warehousing and a
zone change to change zoning from CM to M-1.
SITE LOCATION: s/s Westminster, w/o Newhope
ADDRESS: 11397, Westminster
ASSESSOR PARCEL NOS.: 100-190-38

ANALYSIS

NO COMMENTS

COMMENTS/Analysis (Information to be included in STAFF REPORT or for Planning information)

• MUST MEET ALL TITLE IX REQUIREMENT: E
STANDARDS - OR NO SUPPORT.

• REQUIRE A BEEM ALONG WESTMINSTER AVE. (TREES SHOULD
BE CLUSTERED OR GROUPED - NOT ALL IN A ROW)

CONDITIONS OF APPROVAL (Specific)

Nº TRASH ENCLOSURES WERE NOTED ON PLOT PLAN.

PREPARED BY: VAREN FREEDSO DATE: 7/3/91 EXTENSION: 531-7A43

DIV. /DEPT. HEAD _____ DATE: _____ EXTENSION: _____

REVIEWER		DATE	HOURS
<u>FREEDSO</u>	PROJECT REVIEW	<u>7/3/91</u>	<u>15 MIN</u>
	STAFF MEETING		
	FIELD CHECK		
	MTG W/ DEVELOPER		
	OTHER		
	TOTAL		<u>15 MIN</u>

SIGNATURE: RON CATES DATE: 7/3/91

⑦ Fire dept permit requires for underground tank for flammable or combustible liquids.

CONDITIONS OF APPROVAL (Specific)

- ① One (1) on-site fire hydrant capable of flowing 1500 GPM shall be provided. Location to be determined by fire dept.
- ② Building shall be provided with a fire sprinkler system. Fire sprinkler riser shall be located inside the building or in a room on outside of building.
- ③ Fire sprinkler system shall be supervised by an approved central alarm station.
- ④ Gate opening on north entrance shall be minimum 20' clear width. Gate shall be provided with the Knox entry system.
- ⑤ Fire extinguisher shall be provided. Location to be determined by fire dept.
- ⑥ Address numbers shall be visible from the street in contrast color.
- ⑦ Underground combustible or flammable liquid tank requires fire dept permit.

PREPARED BY:

Ed Lu

DATE:

7/5/91

EXTENSION:

5630

DIV./DEPT. HEAD

DATE:

EXTENSION:

REVIEWER		DATE	HOURS
<i>E. Lu</i>	PROJECT REVIEW	7/5/91	.5
	STAFF MEETING		
	FIELD CHECK		
	MTG W/ DEVELOPER		
	OTHER		
	TOTAL		.5

SIGNATURE:

E Lu

DATE:

7/5/91

A-114-91
SP-113-91
WP-171-91
CASE NUMBER

DEVELOPMENT REVIEW
AND COMMENT SHEET

TO: Cory-C.A. Office DATE OUT: 6/26/91
FROM: Paul - Current Planning RETURN BY: 7/5/91
APPLICANT: Gillings and Associates DATE IN: _____
REQUEST: site plan approval to construct a 27,064 sf
industrial building. CUP approval for warehousing and a
zone change to change zoning from CM to M-1.
SITE LOCATION: S/S Westminster, w/o Newhope
ADDRESS: 11397 Westminster
ASSESSOR PARCEL NOS.: 100-190-38

RECEIVED
CITY ATTORNEY'S OFFICE

JUN 26 1991
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

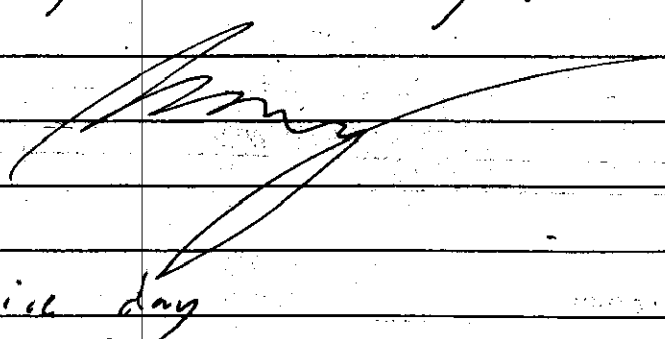
NO COMMENTS

COMMENTS/Analysis (Planning information...)

To:
Development
Service
Paul Werry out

ed in STAFF REPORT or for

Do we have findings to support zone change Cor is
there no distinction between C (?) m and M-1.
Gen'l Plan change necessary?
Development Agreement?
Is a maintenance agreement necessary?



V.S. Have a nice day

A-114-91
SP-113-91
UP-171-91
CASE NUMBER

DEVELOPMENT REVIEW
AND COMMENT SHEET

TO: Sanctury District DATE OUT: 6/26/91
FROM: Paul - Current Planning RETURN BY: 7/5/91
APPLICANT: Gillings and Associates DATE IN: _____
REQUEST: site plan approval to construct a 27,064 sf
industrial building. CUP approval for warehousing and a
zone change to change zoning from CM to M-1.
SITE LOCATION: S/S Westminster, w/o Newhope
ADDRESS: 11397 Westminster
ASSESSOR PARCEL NOS.: 100-190-38

ANALYSIS

- NO COMMENTS
- COMMENTS/Analysis (Information to be included in STAFF REPORT or for Planning information)

SEWER SERVICE USE FEE	\$1,353.20
INSPECTION	30.00
COUNTY SANITATION DISTRICT #2	2,720.08

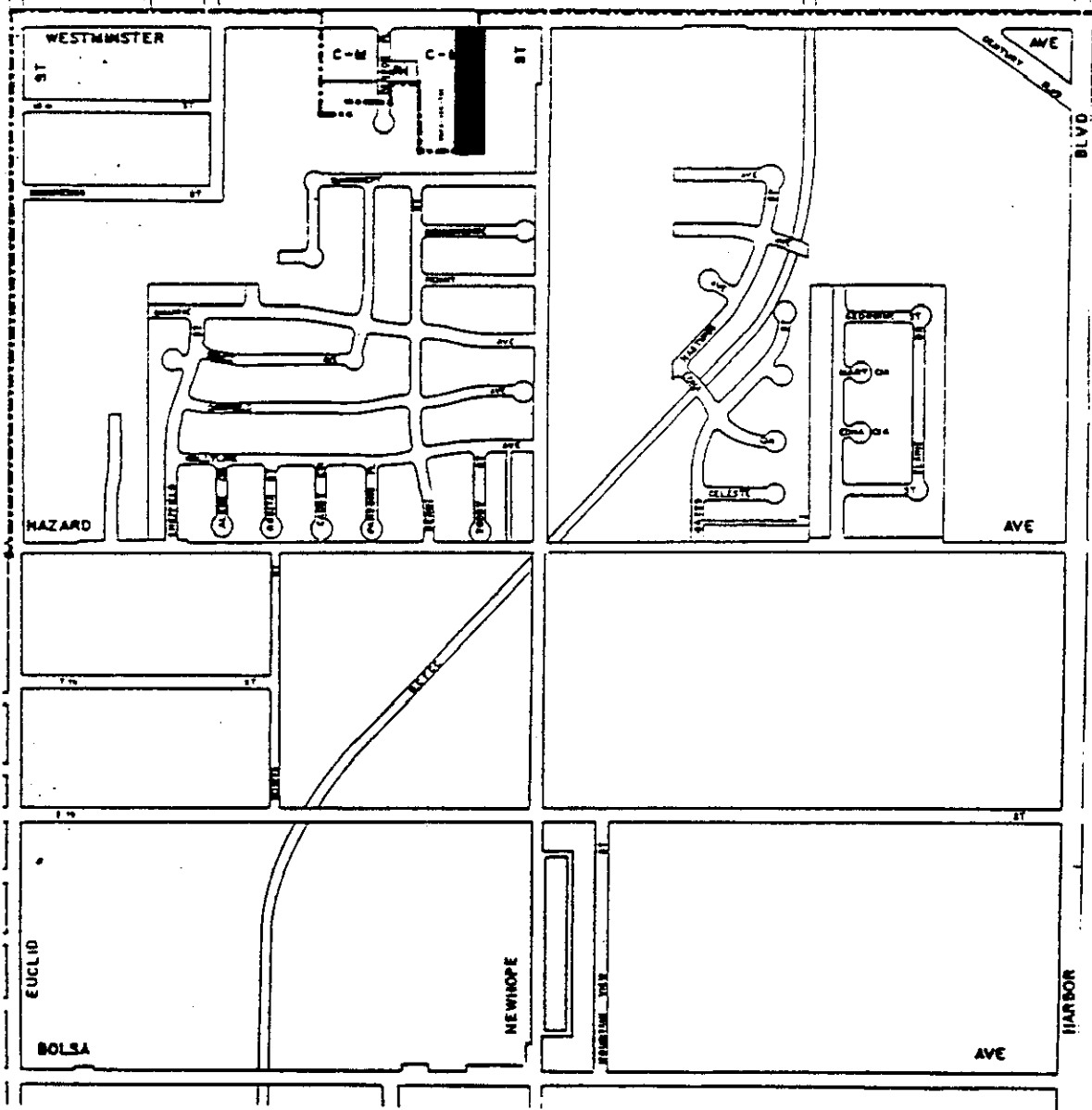
(over)

RECEIVED JUN 27 1991

VICINITY MAP



SCALE 1" = 1000'



CITY OF GARDEN GROVE
CALIFORNIA
ZONING MAP PART E-10

SUBJECT SITE
A-114-91
SP-113-91
CUP-121-91

PARKING:

Standard:	48	2 spaces per 1,000 s.f.
Compact:	26 (35 percent)	35 percent
Handicap:	<u>0</u>	<u>2</u>
TOTAL	74	55

BUILDING HEIGHT:

Two-Story:	23 feet	35 feet
------------	---------	---------

DISCUSSION:

The applicant is requesting approval to rezone the site from C-M (Heavy Commercial-Limited Industrial) to M-1 (Limited Industrial). Also requested are site plan and conditional use permit approvals to construct a 27,064 square foot warehouse and parking structure. The proposed project would house support facilities for the adjoining water processing plant located in the city of Santa Ana.

The site plan indicates a one-story concrete tiltup warehouse with the required employee parking on the roof. The roof parking would be accessed by a driveway ramp on the north side of the building. Truck parking is provided on the front portion of the site. This area is screened from view by a seven (7) foot high block wall.

The requested rezone for the site from C-M (Heavy Commercial Limited Industrial) to M-1 (Limited Industrial) would be required to permit warehousing activities, subject to approval of a conditional use permit. With the revision of Title IX the C-M (Heavy Commercial Limited Industrial) zone was deleted. The subject property has a General Plan of Industrial and the proposed zoning of M-1 (Limited Industrial) would be consistent with this General Plan.

The M-1 (Limited Industrial) zone would permit warehousing operations subject to Conditional Use Permit approval provided a minimum individual occupancy of one thousand (1,000) square feet is maintained and that the building meet all building and fire code requirements.

The applicant is proposing to access the subject site from Newhope Street, through their existing facilities in Santa Ana and from Westminster Avenue. The access to, and from, the site along Westminster Avenue is proposed to be restricted to right-turn movements. Staff recommends, and has added as conditions of approval, that the applicant work with the Engineering Division

A-114-91
SP-113-91
UP-171-91
CASE NUMBER

DEVELOPMENT REVIEW
AND COMMENT SHEET

TO: Joint Code Enforcement DATE OUT: 6/26/91
FROM: Paul - Current Planning RETURN BY: 7/5/91
APPLICANT: Gillings and Associates DATE IN: _____
REQUEST: Site plan approval to construct a 27,064 sf
industrial building, CUP approval for warehousing and a
zone change to change zoning from EM to M-1.
SITE LOCATION: S/S Westminster, w/o Newhope
ADDRESS: 11397 Westminster
ASSESSOR PARCEL NOS.: 100-190-38

ANALYSIS

NO COMMENTS

COMMENTS/Analysis (Information to be included in STAFF REPORT or for Planning information)

(over)

V. DETERMINATION

(To be completed by the Lead Agency.)

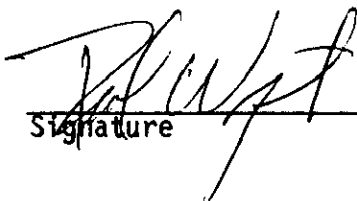
On the basis of this initial evaluation:

Staff finds that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

Staff finds 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. A NEGATIVE DECLARATION WILL BE PREPARED.

Staff finds that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

July 11, 1991
Date _____


Signature _____

For City of Garden Grove

to restripe Westminster Avenue restricting left-turn movement, and that the exit along Westminster Avenue be posted as right turn only.

Staff also has concerns about the on-site circulation. The plans do not indicate adequate parking facilities for vehicles entering the site from Westminster Avenue. A condition of approval has been placed on the project that the applicant work with staff to resolve this concern.

As part of this development application, a Development Agreement is being executed. This agreement requires the Developer to pay an impact fee of one percent (1%) of the building permit valuation not to exceed nine thousand dollars (\$9,000).

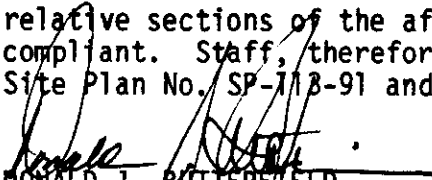
In return the City would agree to approve the project for three (3) years. The site plan would be reviewed annually by the Planning Commission. These payments are designed to reduce the economic costs of new projects to the public and mitigate development-related impacts on the community. A condition of approval to this affect has been included in the Planning Commission Resolution.

RECOMMENDATION:

Based on the statistics and the above evaluation, staff does support the subject request.

Staff has reviewed the subject amendment, site plan and conditional use permit in relation to the goals and objectives of the City of Garden Grove Municipal Code.

These criteria include consideration of permitted uses, parking, and other relative sections of the aforementioned code. Staff finds them to be compliant. Staff, therefore, recommends approval of Amendment No. A-114-91, Site Plan No. SP-113-91 and Conditional Use Permit No. CUP-121-91.


DONALD J. BUTTERFIELD
Current Planning Supervisor

By: 
Paul Wernquist
Development Services Analyst

6618T/2109A
07/18/91

APPROVED FOR AGENDA LISTING


FRANK A. SCHUMA, Director
Development Services Department

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
17. Human Health. Will the proposal result in:			
a. Creation of any health hazard or potential health hazard (excluding mental health)?	_____	_____	<u>X</u>
b. Exposure of people to potential health hazards?	_____	_____	<u>X</u>
18. Aesthetics. Will the proposal result in the obstruction of any scenic vista or view open to the public, or will the proposal result in the creation of an aesthetically offensive site open to public view?	_____	_____	<u>X</u>
19. Recreation. Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities?	_____	_____	<u>X</u>
20. Cultural Resources. Will the proposal result in: an alteration of a significant archeological, historical or ethnic cultural site, structure, object or building?	_____	_____	<u>X</u>
21. 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 to drop 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?	_____	_____	<u>X</u>
b. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time, while long-term impacts will endure well into the future.)	_____	_____	<u>X</u>
c. Does the project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact			



DEVELOPMENT SERVICES DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO. 6.a,b,c,d,e,

HEARING DATE July 25, 1991

CASE NO. A-114-91, SP-113-91,
CUP-121-91

APPLICANT Gillings and Associates

SITE LOCATION S/S Westminster Ave.

W/O Newhope 11392 Westminster Ave.

GENERAL PLAN Industrial

ZONE C-M (Heavy Com./Light Ind.)

CEQA DETERMINATION Neg. Dec.

REQUEST: Zone change approval to change the zoning from C-M (Heavy Commercial-Limited Industrial) to M-I (Limited Industrial). Additionally the applicant is requesting site plan and conditional use permit approval to construct a 27,064 square foot warehouse and parking structure.

VARIANCES(S)/WAIVER(S): None.

PROJECT STATISTICS

	<u>Provided</u>	<u>Code</u>
<u>LOT SIZE:</u>	80,517 s.f. (1.85 ac)	15,000 s.f. (.34 ac)
<u>BUILDING(S) SQUARE FOOTAGE:</u>		
Existing:	2,640 s.f.	N/A
Proposed:	27,064 s.f.	N/A
Total:	29,704 s.f.	N/A
<u>COVERAGE:</u>	34 percent	N/A
<u>BUILDING SETBACKS:</u>		
North:	15 ft.	0 ft.
South:	0 ft.	0 ft.
East:	5 ft.	0 ft.
West:	0 ft.	0 ft.

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
6. Noise. Will the proposal result in:			
a. Increases in existing noise levels?	_____	_____	<u>X</u>
b. Exposure of people to severe noise levels?	_____	_____	<u>X</u>
7. Light and Glare. Will the proposal produce new light or glare?	_____	_____	<u>X</u>
8. Land Use. Will the proposal result in a substantial alteration of the present or planned land use of an area?	_____	_____	<u>X</u>
9. Natural Resources. Will the proposal result in:			
a. Increase in the rate of use of any natural resources?	_____	_____	<u>X</u>
10. Risk of Upset. Will the proposal involve:			
a. A risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions?	_____	_____	<u>X</u>
b. Possible interference with an emergency response plan or an emergency evacuation plan?	_____	_____	<u>X</u>
11. Population. Will the proposal alter the location, distribution, density, or growth rate of the human population of an area?	_____	_____	<u>X</u>
12. Housing. Will the proposal affect existing housing, or create a demand for additional housing?	_____	_____	<u>X</u>
13. Transportation/Circulation. Will the proposal result in:			
a. Generation of substantial additional vehicular movement?	_____	_____	<u>X</u>
b. Effects on existing parking facilities or demand for new parking?	_____	_____	<u>X</u>
c. Substantial impact upon existing transportation systems?	_____	_____	<u>X</u>

on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.)

<u>Yes</u>	<u>Maybe</u>	<u>No</u>
_____	_____	<u>X</u>
_____	_____	<u>X</u>

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

III. IMPACTS OF THE ENVIRONMENT ON THE PROJECT

(Explanations of all "yes" and "maybe" answers are required on attached sheets.)

1. Is the project to be located in an area with a high probability of soil liquefaction?	_____	<u>X</u>	_____
2. Is the project site located on or adjacent to a known or suspected earthquake fault?	_____	<u>X</u>	_____
3. Is the project within a 100-year flood plain?	<u>X</u>	_____	_____
4. Is the project to be located under the flight path for an airport?	_____	_____	<u>X</u>
5. Is the project to be located in the vicinity of a currently operating or an historic sanitary landfill?	_____	_____	<u>X</u>

IV. DISCUSSION OF ENVIRONMENTAL EVALUATION

(Explanation of all "yes", "maybe", and "no" answers and possible mitigation measures of any significant adverse effects.)

SEE ATTACHMENT "A"

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
e. Any increase in wind or water erosion of soils either on or off the site?	_____	_____	<u>X</u>
f. Changes in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake?	_____	_____	<u>X</u>
g. Exposure of people or property to geologic hazards such as earthquakes, landslides, mud slides, ground failure, or similar hazards?	_____	<u>X</u>	_____
2. Air. Will the proposal result in:			
a. Substantial air emissions or deterioration of ambient air quality?	_____	_____	<u>X</u>
b. The creation of objectionable odors?	_____	_____	<u>X</u>
c. Alteration of air movement, moisture, or temperature, or any change in climate, either locally or regionally?	_____	_____	<u>X</u>
d. Exposure of people to high ambient levels of air pollution?	_____	_____	<u>X</u>
3. Water. Will the proposal result in:			
a. Changes in currents, or the course of direction of water movements, in either marine or fresh waters?	_____	_____	<u>X</u>
b. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?	_____	<u>X</u>	_____
c. Alterations to the course or flow of flood waters?	_____	<u>X</u>	_____
d. Change in the amount of surface water in any water body?	_____	_____	<u>X</u>
e. Discharge into surface waters, or in any alteration of surface water quality, including, but not limited to, temperature, dissolved oxygen or turbidity?	_____	_____	<u>X</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
d. Alterations to present patterns of circulation or movement of people and/or goods?	_____	_____	<u>X</u>
e. Alterations to waterborne, rail or air traffic?	_____	_____	<u>X</u>
f. Increase in traffic hazards to motor vehicles, bicyclists or pedestrians?	_____	_____	<u>X</u>
14. Public Services. Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:			
a. Fire protection?	_____	<u>X</u>	_____
b. Police Protection?	_____	_____	<u>X</u>
c. Schools?	_____	_____	<u>X</u>
d. Parks or other recreational facilities?	_____	_____	<u>X</u>
e. Maintenance of public facilities, including roads?	_____	_____	<u>X</u>
f. Other governmental services?	_____	_____	<u>X</u>
15. Energy. Will the proposal result in:			
a. Use of substantial amounts of fuel or energy?	_____	_____	<u>X</u>
b. Substantial increase in demand upon existing sources or energy, or require the development of new sources of energy?	_____	_____	<u>X</u>
16. Utilities. Will the proposal result in a need for new systems, or substantial alterations to the following utilities:			
a. Power or natural gas?	_____	_____	<u>X</u>
b. Communications system?	_____	_____	<u>X</u>
c. Water?	_____	_____	<u>X</u>
d. Sewer or septic tanks?	_____	_____	<u>X</u>
e. Storm water drainage?	_____	_____	<u>X</u>
f. Solid waste and disposal	_____	_____	<u>X</u>

ATTACHMENT A

INITIAL STUDY CHECKLIST RESPONSES

CASE NO. SP-113-91, CUP-121-91

II. ENVIRONMENTAL IMPACTS

1. Earth (Yes Maybe No)

a-g Disruptions in the soil will result during the site preparation and grading. The developer must submit grading, drainage, and underground utility plans to the Engineering Services Division prior to the issuance of any permits.

A project of this size would not create any substantial impacts to the soil or topography of the area, other than to provide adequate drainage.

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.

To mitigate any potential impacts, the following mitigation measures must be addressed: The developer is required to comply with the Uniform Building Code as it pertains to seismic safety.

2. Air (Yes Maybe No)

a-d The size and scope of this project will not create a substantial impact on the air movement or the quality of the area.

3. Water (Yes Maybe No)

a-i The developer is required to comply with all the provisions of the Garden Grove Water Department and the Engineering Services Division to address any concern resulting from the design of this project.

To mitigate any potential impacts, the following mitigation measures must be addressed: Water line location plans and grading plans are required to be submitted to insure safe and proper location of water service facilities and surface drainage.

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
f. Alteration of the direction or rate of flow of ground water?	_____	<u>X</u>	_____
g. Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations?	_____	_____	<u>X</u>
h. Substantial reduction in the amount of water otherwise available for public water supplies?	_____	_____	<u>X</u>
i. Exposure of people or property to water related hazards such as flooding?	_____	<u>X</u>	_____
4. Plant Life. Will the proposal result in:			
a. Change in the diversity of species, or number of any species of plants (including trees, shrubs, grass, crops, and aquatic plants)?	_____	_____	<u>X</u>
b. Reduction of the numbers of any unique, rare or endangered species of plants?	_____	_____	<u>X</u>
c. Introduction of new species of plants into an area, or in a barrier to the normal replenishment of existing species?	_____	_____	<u>X</u>
d. Reduction of acreage of any agricultural crop?	_____	_____	<u>X</u>
5. Animal Life. Will the proposal result in:			
a. Change in the diversity of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish or insects)?	_____	_____	<u>X</u>
b. Reduction of the numbers of any unique, rare or endangered species of animals?	_____	_____	<u>X</u>
c. Introduction of new species of animals into an area, or a barrier to the migration or movement of animals?	_____	_____	<u>X</u>
d. Deterioration to existing fish or wildlife habitat?	_____	_____	<u>X</u>

8. Land Use (Yes Maybe No)

The project complies with the goals and objectives of the Garden Grove General Plan for Land Use applicable to (Land Use Designation) development.

To mitigate any potential impacts, the following mitigation measures must be addressed:

9. Natural Resources (Yes Maybe No)

The project will not result in a substantial increase in the usage of any natural resources, including water. The developer must comply with all Water Department provisions.

To mitigate any potential impacts, the following mitigation measures must be addressed:

10. Risk of Upset (Yes Maybe No)

a & b The nature of this project will not result in the storage or release of hazardous substances. All storage of hazardous substances must adhere to the provisions of the Fire Department as well as the safety element of the General Plan.

To mitigate any potential impacts, the following mitigation measures must be addressed:

11. Population (Yes Maybe No)

(Residential) The proposed project is within the allowable densities for residential development as indicated in the General Plan.

(Non-Residential) The proposed project will not significantly alter the population of the City, as the project complied with the goals and objectives as outlined in the growth policy element of the General Plan.

To mitigate any potential impacts, the following mitigation measures must be addressed:

12. Housing (Yes Maybe No)

(Residential) The proposal will add quality residential housing stock to the City, as well as a considerable upgrade to existing housing.

Date Completed July 10, 1991

INITIAL STUDY OF ENVIRONMENTAL EFFECTS
(To Be Completed by Lead Agency)

I. BACKGROUND

1. Name of developer or project sponsor: Gillings and Associates
Address and phone number of above: 17155 Newhope Street #H
Fountain Valley, CA 92708 (714) 432-0678
2. Address or location of project: south side Westminster Avenue
west of Newhope Street at 11392 Westminster Avenue
3. Name of project leader or coordinator: Gary Maxwell
4. Lead Agency: City of Garden Grove
5. Date Environmental Information Form submitted: May 28, 1991
6. Agency Requiring Form: City of Garden Grove
7. Name of proposal, if applicable: Sparkletts Water Warehouse
SP-113-91, CUP-121-91
8. Project Proposal: 27,064 square foot warehouse

II. ENVIRONMENTAL IMPACTS

(Explanations of all "yes" and "maybe" answers are required on attached sheets.)

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
1. Earth. Will the proposal result in:			
a. Unstable earth conditions or changes in geologic substructures?	<u> </u>	<u> </u>	<u> X </u>
b. Disruptions, displacements, compaction or overcovering of the soil?	<u> </u>	<u> X </u>	<u> </u>
c. Change in topography or ground surface relief features?	<u> </u>	<u> X </u>	<u> </u>
d. The destruction, covering or modification of any unique geologic or physical features?	<u> </u>	<u> </u>	<u> X </u>

17. Human Health (Yes Maybe No)

By adhering to all applicable code provisions, the proposed project will not be a detriment to public health, safety, or welfare.

To mitigate any potential impacts, the following mitigation measures must be addressed:

18. Aesthetics (Yes Maybe No)

The project is located within a developed urban area. No scenic views or vistas will be obstructed by the construction of this development.

To mitigate any potential impacts, the following mitigation measures must be addressed:

19. Recreation (Yes Maybe No)

The proposal will not substantially impact existing public recreational facilities. The developer is required to pay all applicable park fees as required by code.

To mitigate any potential impacts, the following mitigation measures must be addressed:

20. Cultural Resources (Yes Maybe No)

The subject site is not located on or near any area of any archeological significance.

To mitigate any potential impacts, the following mitigation measures must be addressed:

21. Mandatory Findings of Significance

- a. The project site is not located in an area that would substantially degrade the existing plant or wildlife. The project will have a de minimis effect in relation to fish and game.
- b. The project will not be disadvantageous to any long-term environmental goals as set forth in the General Plan.
- c. The cumulative impacts for this project will be addressed in the Conditions of Approval placed on this project.

4. Plant Life (Yes Maybe No)

a-d The project will not substantially impact any environmentally sensitive species of plants. Any existing vegetation required to be removed as a consequence of new construction will be replaced with new plant materials and located in areas designed to promote their sustenance and longevity. The project will have a de minimis effect on plant life in relation to fish and game.

To mitigate any potential impacts, the following mitigation measures must be addressed:

5. Animal Life (Yes Maybe No)

a-d The project will not substantially impact any environmentally sensitive animal species. No known endangered animal species have been identified to reside on or adjacent to the site. The project will have a de minimis effect on plant life in relation to fish and game.

To mitigate any potential impacts, the following mitigation measures must be addressed:

6. Noise (Yes Maybe No)

a & b A project of this nature will not create a sizable increase in noise levels beyond those prescribed by the noise element of the General Plan. Increases in existing noise levels will result during construction. The developer must observe code provisions as they pertain to hours of construction. Also, the project will be surrounded by a six (6) foot block wall to insure privacy and no noise intrusion from the project.

To mitigate any potential impacts, the following mitigation measures must be addressed:

7. Light & Glare (Yes Maybe No)

The developer must adhere to code provisions for restricting light and glare onto the subject site. The developer is responsible for providing adequate security lighting as per the provisions of the Police Department.

To mitigate any potential impacts, the following mitigation measures must be addressed:

2. All (1 1/2") one and a half inch meter(s) and larger shall have an approved backflow device per City standard B-771 A or B and inspected by City cross connection specialist prior to receiving water service;
 3. Any new water meter(s) shall be located in the public right-of-way as designated and approved by the Water Services Division. If on site meter(s) location and/or water lines are necessary or required, then the developer/owner shall provide the proper easements as indicated by the Water Services Division.
- K. All provisions of the Garden Grove Sanitation District shall be met. This includes, but not limited to, the following:
1. All trash enclosures shall be of six feet high, approved concrete block material or exterior finish and have metal gates, and subject to Development Services Department approval.
- L. 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., N.E.C. as amended by the City of Garden Grove and State of California handicap access, energy conservation and sound transmission control requirements.
1. The developer/owner shall comply with the Flood Damage Prevention Ordinance.
- M. The developer/owner shall submit a complete detailed landscape plan governing entire 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. This includes tree retention program for existing on-site trees. It shall include irrigation plans and 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. Unless otherwise specified, the plan shall provide a mixture of a minimum of 10 percent of the trees at 48 inch box, 10 percent of the trees at 36 inch box, 15 percent of the trees at 24 inch box and 60 percent of the trees at 15 gallon, remaining 5 percent may be of any size.
 3. The developer/owner 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.

(Non-Residential) The project will not have any effect on the number or quality of the residential housing stock within the City.

To mitigate any potential impacts, the following mitigation measures must be addressed:

13. Transportation/Circulation (___ Yes ___ Maybe X No)

The developer is required to comply with all conditions of approval of the Traffic Engineer 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 General Plan.

To mitigate any potential impacts, the following mitigation measures must be addressed:

14. Public Services (___ Yes X Maybe ___ No)

The project has been reviewed by the Development Services Department, Engineering Services Division, Police Department, Fire Department and Building Services Division, as well as the Garden Grove Sanitary District to insure adequate facilities for sewer, water, trash, police and fire protection exist.

To mitigate any potential impacts, the following mitigation measures must be addressed: The developer shall install a fire hydrant per Fire Department specifications.

15. Energy (___ Yes ___ Maybe X No)

The project will not create a substantial impact upon existing energy sources, nor will it require the creation of any new energy sources.

To mitigate any potential impacts, the following mitigation measures must be addressed:

16. Utilities (___ Yes ___ Maybe X No)

The project will not substantially impact public utilities. Existing utilities are in place and are adequate to serve the proposed development. All on-site utilities servicing the project are required to be relocated underground with ground-mounted electrical transformers to be screened from view and not located in any landscape frontages.

To mitigate any potential impacts, the following mitigation measures must be addressed:

2. Remove existing driveways and replace with one (1) city driveway, curb, gutter and sidewalk.
 3. Westminster Avenue shall be posted as a "No Parking" area.
 4. No landscaping shall be placed in the public right-of-way.
- G. All provisions of the Development Services' Traffic Engineering Division shall be complied with. This includes, but not limited to, the following:
1. All entrances to the property shall be posted with a sign indicating that unauthorized vehicles will be removed at the owner's expense. The signs shall be of the size, type, and location specified in the California Vehicle Code and Garden Grove Municipal Code.
 2. All compact parking stalls shall be individually marked. All handicap parking stalls shall be marked and signed in accordance with C.V.C. 22511.8(a). All parking stalls shall be hair pin striped. All curbs not associated with a parking stall shall be painted red to prohibit parking. The minimum number of required parking spaces for this development, 55 spaces, shall be provided and maintained at all times.
 3. All commercial and industrial driveway approaches shall be the flared depressed type per Orange County Standard Plan 210 and have a minimum width of thirty (30') feet. Driveways shall have a minimum driveway throat of twenty (20') feet in depth. (This applies to all multi-residential projects unless otherwise stipulated on plan and approved by the Traffic Engineer.)
 4. All internal drive aisles (on site) servicing back to back parking, and two way drive aisles shall be a minimum of twenty-five (25') feet in width
 5. Post driveway on Westminster for "Right Turn Only."
 - ✓ 6. The developer shall design and install a driveway approach with curve radius with the driveway level at street grade subject to Engineering approval.
 7. Proposed gate location shall be approved by the Traffic Engineering Division.
 - ✓ 8. Access to and from Westminster Avenue shall be restricted to right-turn movements.
 - ✓ 9. The developer shall work with the City of Garden Grove Engineering Division to restrict left-turn movement on Westminster Avenue.

- d. This project would not normally impact human health provided it complies with the applicable building and health codes as set forth by the State.

To mitigate any potential impacts, the following mitigation measures must be addressed:

III. IMPACTS OF THE ENVIRONMENT ON THE PROJECT

1. Soil Liquefaction

Liquefaction is the transformation of stable soil into a fluid-like state resulting from earth movement. The subject site is located within a (low medium X high) area of probability of such a ground failure occurring. As per the seismic safety element of the General Plan, the developer will be required to comply with all applicable Uniform Building Code requirements to ensure public safety.

2. Earthquake

As stated in II.1., the City of Garden Grove lies in close proximity to the Newport/Inglewood fault. The developer is required to comply with the Uniform Building Code as it pertains to seismic safety.

3. Flood

() The site is not located on a 100 year flood plain as determined by the Federal Emergency Management Agency (FEMA).

(X) The site is located on a 100-year flood plain as determined by the Federal Emergency Management Agency (FEMA). The developer is required to comply with the provisions of the Flood Damage Prevention Ordinance, as well as the Garden Grove Engineering Division, to comply with the policies as outlined in the Safety Element.

4. Flight Path

The site is not within proximity of any airport as it is an urbanized residential area, as identified in the Garden Grove General Plan.

5. Landfill

The site is not located in proximity to any known landfill areas.

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 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 shall be approved by the Planning Commission. If other than minor changes are made in the proposed development, a new site plan/conditional use permit application shall be filed which reflects the revisions made.
- 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 Section. Lighting shall be restricted to decorative type wall mounted lights, or preferably, a ground lighting system. This includes providing lighting throughout all parking areas.
- E. Utilities and mechanical equipment:
 - 1. All on- and off-site utilities shall be installed or relocated underground.
 - 2. All above-ground utility equipment (e.g., electrical, gas, telephone, cable TV) shall not be located in either the front/street setbacks or the front parking area and shall be screened to the satisfaction of the Development Services 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 Development Services Department prior to issuance of building permits. Said screening shall block visibility of any roof-mounted mechanical equipment from view of public streets and surrounding properties.
 - 4. All ground- or wall-mounted mechanical equipment shall be screened from view from any place on or off the site.
- F. Grading, drainage, and underground utility plans are required. Any new or required block walls and/or retaining walls shall be shown on these plans. Block walls shall be developed to a height of seven (7) feet. Solid decorative masonry wall(s) shall be provided on the east property line.
 - 1. Hydrology/Hydraulic calculations are required.

4. No trees shall be planted closer than five feet from any public right-of-way. Trees planted within ten (10') feet of any public right-of-way shall be planted in a root barrier shield. All landscaping along street frontage adjacent to driveways shall be of the low height variety to ensure safe site clearance.
- N. The developer shall submit a detailed sign program as reflected in the site plan/conditional use permit submittal package. This includes size, style, colors and location(s) subject to the following:
 1. All signs require a separate permit and shall be installed in accordance with the provisions of the sign ordinance and shall be approved by the Development Services Department prior to installation.
- O. 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.
- P. Prior to issuance of any permits for the subject site, the site's perimeter shall be secured with a six (6') feet high chain link fence. Access gates(s) are permitted and the fence shall be removed upon construction of permanent perimeter fencing and/or completion of the project.
- Q. Hours and days of construction and grading shall be as follows as set forth in the City of Garden Grove's Municipal Code Section 8.47010 referred to as 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 8.47010 of the Municipal Code.
- R. The developer/owner shall enter into a maintenance agreement with the City of Garden Grove to ensure proper maintenance and upkeep the property.
- S. The developer shall enter into a binding development agreement with the City of Garden Grove in the instance that the developer has a legal and equitable interest in real property for which the developer has submitted a plan to develop such property. This includes the developer to pay a Development Impact Mitigation Payment in accordance with City Council Resolution.
- T. The subject Site Plan shall expire one year after date of Resolution approval.

RESOLUTION NO. 4179

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-113-91 AND CONDITIONAL USE PERMIT NO. CUP-121-91 FOR A PARCEL OF LAND LOCATED ON THE SOUTH SIDE OF WESTMINSTER AVENUE, WEST OF NEWHOPE STREET AT 11392 WESTMINSTER AVENUE, PARCEL NO. 100-190-38

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on July 25, 1991, does hereby approve Site Plan No. SP-113-91 and Conditional Use Permit No. CUP-121-91.

BE IT FURTHER RESOLVED in the matter of SP-113-91 and CUP-121-91, the Planning Commission of the City of Garden Grove does report as follows:

1. The subject case was initiated by Gillings and Associates.
2. The applicant requests site plan and conditional use permit approval to construct a 27,064 square foot warehouse and parking structure.
3. 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. Further, the Planning Commission finds a de minimis impact in relation to fish and game.
4. The subject property has a General Plan Land Use designation of Industrial and is zoned CM. The subject site is improved with a storage building.
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 legal notice, public hearing was held on July 25, 1991, 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 July 25, 1991; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Section 9.1.6.10, are as follows:

ACTION

FACTS:

The subject site is approximately 80,517 square feet in area;

10. The applicant shall work with staff to improve the on-site circulation.
- H. All provisions of the Garden Grove Fire Department shall be met. This includes, but not limited to, the following:
1. Any access gates provided in the development shall have a Fire Department approved Knox override key system. Access shall be a minimum of twenty (20) feet wide.
 2. Fire sprinkler system riser shall be located inside the building or in a room accessible from the outside of the building. Automatic Fire Sprinklers shall be provided in all buildings, regardless of fire separation walls, with a "gross" floor area of 6,000 square feet or more, or 55 feet above grade or containing three or more stories, or as required by UBC Chapter 38. Fire sprinkler plans shall be submitted, reviewed and approved prior to issuance of building permits. If necessary, the plans shall be coordinated with Water Services Division and Building plan check.
 3. Fire sprinkler system(s) and all control valves, including exterior, shall be supervised to an approved central alarm station prior to Fire Department final.
 4. Fire sprinkler system shall be designed to utilize not more than 90 percent of the available water supply as indicated by a submittal graph as required by NFPA Standard #13.
 5. Address shall be visible from the street (in contrasting colors).
 6. One (1) on-site fire hydrant capable of flowing 1500 GPM shall be provided. Location to be determined by the Fire Department.
 7. Fire Department permit is required for underground tanks containing flammable or combustible liquids.
- I. All provisions of the Garden Grove Police Department shall be met. This includes that the development shall comply with the Police Department's security provisions checklist.
- J. All provisions of the Garden Grove Public Services' Water Services Division shall be met. This includes, but not limited to, the following:
1. All improvements and modifications shall be borne by the developer/owner;

22. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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

"CITY"
CITY OF GARDEN GROVE

Dated: _____

By _____
Mayor

ATTEST:

City Clerk
Date: _____

"DEVELOPER"
SPARKLETTS DRINKING WATER CORP.

DATE: _____

By _____
Its _____

APPROVED AS TO FORM:

Garden Grove City Attorney
Date: _____

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.

6617T/2109A
07/18/91

The proposed development is a permitted use in the M-1 (Limited Industrial) zone; and

The spirit and intent of the provisions, conditions, and requirements of Article IX of the Garden Grove Municipal Code and other applicable ordinances are complied with.

REASONS:

The proposed development complies with the spirit and intent of the provisions, conditions and requirements of this Chapter and other applicable ordinances.

The proposed development is properly related to essential on-site facilities such as off-street parking, traffic circulation, and points of vehicular and pedestrian access.

The proposed development is properly related to essential public facilities such as streets and alleys, utilities and drainage channels.

The development has a reasonable degree of physical, functional, and visual compatibility between the proposed project and neighboring uses.

An attractive environment for the occupants of said property will be attained through the site planning and design.

That the proposed development will not adversely impact Public Services' ability to perform their required function.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The subject Site Plan and Conditional Use Permit does possess characteristics that would indicate justification of the request for adoption in accordance with Municipal Code Section 9.1.6.10.

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 for the approval shall apply to the A-114-91, SP-113-91 and CUP-121-91:

CONDITIONS OF APPROVAL:

The following conditions shall apply to SP-113-91 and CUP-121-91, if approved:

- A. All below listed conditions of approval are required to be recorded. Recordation of the conditions is the responsibility of the applicant, and proof of such recordation is required prior to issuance of

- 21.3 Conflict of Interest and Reporting. DEVELOPER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 21.4 Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. Address of DEVELOPER is as follows:
Sparkletts Drinking Water Corporation
4500 York Boulevard
Los Angeles, CA 90041
- B. Address of CITY is as follows:
City of Garden Grove
11391 Acacia Parkway
Garden Grove, California 92640
- 21.5 DEVELOPER'S Proposal. The Project shall include DEVELOPER'S proposal, as modified by Planning Commission and City Council, which shall be incorporated herein by this reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 21.6 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.
- 21.7 Familiarity with PROJECT. By executing this Agreement, DEVELOPER warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; (3) it has considered how the work should be performed; and (4) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should DEVELOPER discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at DEVELOPER'S risk, until written instructions are received from CITY.
- 21.8 Time of Essence. Time is of the essence in the performance of this Agreement.
- 21.9 Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of DEVELOPER, its principals and employees were a substantial inducement for CITY to enter into this Agreement. DEVELOPER shall not contract with any other entity to perform the services required without the written approval of CITY. Neither this Agreement nor any interest may be assigned voluntarily or by operation of law, without the prior written approval of CITY. If DEVELOPER is permitted to

The proposed development is a permitted use in the M-1 (Limited Industrial) zone; and

The spirit and intent of the provisions, conditions, and requirements of Article IX of the Garden Grove Municipal Code and other applicable ordinances are complied with.

REASONS:

The proposed action complies with the spirit and intent of the provisions, conditions and requirements of this Chapter and other applicable ordinances.

The proposed development is properly related to essential on-site facilities such as off-street parking, traffic circulation, and points of vehicular and pedestrian access.

The proposed development is properly related to essential public facilities such as streets and alleys, utilities and drainage channels.

The development has a reasonable degree of physical, functional, and visual compatibility between the proposed project and neighboring uses.

An attractive environment for the occupants of said property will be attained through careful site planning and design.

That the proposed development will not adversely impact Public Services' ability to perform their required function.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

The subject A-114-91 does possess characteristics that would indicate justification of the request for adoption in accordance with Municipal Code Section 9.1.6.10 (amendment).

ADOPTED this 25th day of July 1991.

/s/ _____
CHAIRMAN

VOTE: (vote action required for each item)

10. City Agreement. CITY hereby agrees that DEVELOPER will be entitled to develop the project in accordance with the approvals and other matters mentioned herein.
11. Reimbursement. DEVELOPER agrees that the sum of \$9,000 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 the building permit for the project or eighteen (18) months 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, 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. This review shall be conducted by the Director of Development Services.
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. DEVELOPER shall be subject to annual renewals of the site plan. Approval of renewals shall not be unreasonably withheld.
16. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All improvements stated in the Planning Commission Resolution No. 4179 shall be completed prior to the issuance of any Certificate of Occupancy.
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.

RESOLUTION NO. 4178

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE, RECOMMENDING APPROVAL OF AMENDMENT NO. A-114-91 FOR A PARCEL OF LAND LOCATED ON THE SOUTH SIDE OF WESTMINSTER AVENUE, WEST OF NEWHOPE STREET AT 11392 WESTMINSTER AVENUE, PARCEL NO. 100-190-38

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on July 25, 1991, does hereby recommend approval of the requested rezone to M-1 (Limited Industrial).

BE IT FURTHER RESOLVED in the matter of Amendment No. A-114-91, the Planning Commission of the City of Garden Grove does report as follows:

1. The subject case was initiated by Gillings and Associates.
2. The applicant requests zone change approval to change the zoning from C-M (Heavy Commercial-Limited Industrial) to M-I (Limited Industrial). Additionally the applicant is requesting site plan and conditional use permit approval to construct a 27,064 square foot warehouse and parking structure.
3. 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. Further, the Planning Commission finds a de minimis impact in relation to fish and game.
4. The subject property has a General Plan Land Use designation of Industrial and is zoned C-M. The subject site is currently improved with a storage building.
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 legal notice, public hearing was held on July 25, 1991, 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 July 25, 1991; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Section 9.1.6.10, are as follows:

ACTION

FACTS:

The subject site is approximately 80,517 square feet in area;

The subject rezone is justified in that the proposed zone is consistent with the General Plan; and

DEVELOPMENT AGREEMENT
SPARKLETTS DRINKING WATER CORPORATION

THIS AGREEMENT is made this _____ day of _____, 1991, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and SPARKLETTS DRINKING WATER CORPORATION ("DEVELOPER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Ordinance No. 2154, adopted July 2, 1990.
2. CITY desires to enter into this DEVELOPMENT AGREEMENT for the 27,064 square foot warehouse project on the south side of Westminster Avenue west of Newhope Street at 11392 Westminster Avenue.
3. DEVELOPER is qualified by virtue of experience, training, education, and expertise to accomplish the requirements listed to the satisfaction of CITY.
4. DEVELOPER owns the property located at 11392 Westminster Avenue.
5. The PROJECT is a development requiring certain discretionary approvals by CITY before it may be constructed.
6. 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.
7. CITY has adopted rules and regulations establishing procedures and requirements for implementing and approving development agreements.
8. Garden Grove Planning Commission approved this project via Resolution No. 4179, approving Site Plan No. SP-113-91 and Conditional Use Permit No. CUP-121-91.
9. CITY granted approval in contemplation of this Agreement.
10. On (DATE), after a public hearing, the City Council adopted Ordinance # _____ implementing this Agreement.

subcontract any part of this Agreement, DEVELOPER shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, including subcontractors, will be considered employees of DEVELOPER. CITY will deal directly with and will make all payments to DEVELOPER. CITY agrees to not unreasonably withhold consent to assignment.

- 21.10 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.
- 21.11 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.
- 21.12 Indemnification. DEVELOPER agrees to protect, defend, and hold harmless CITY and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, subcontractors, or independent contractors hired by DEVELOPER. The only exception to DEVELOPER'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of their elective or appointive boards, officers, agents or employees.
- This hold-harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER.
- 21.13 Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and DEVELOPER.
- 21.14 Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and DEVELOPER.
- 21.15 California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main Branch of the Orange County Superior Court.
- 21.16 Interpretation. This Agreement shall be interpreted as though prepared by both parties.

18. Insurance Requirements.

- 18.1 Commencement of Work. DEVELOPER shall not commence work under this Agreement until it has obtained all insurance required and this insurance has been approved by CITY; nor shall DEVELOPER allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CITY of any material change, cancellation or termination at least thirty (30) days in advance.
- 18.2 Workers' Compensation Insurance. During the duration of this Agreement, DEVELOPER shall maintain Workers' Compensation Insurance if applicable. DEVELOPER shall also require all subcontractors to provide Workers' Compensation Insurance.
- 18.3 Insurance Amounts. DEVELOPER shall maintain the following insurance for the duration of this Agreement. Comprehensive general liability, automobile liability, professional liability, or other types of liability coverage, in an amount of \$1,000,000.00 per occurrence for bodily injury or property damage.
- 18.4 Endorsements For The Policies Designating CITY As Additional Insured. DEVELOPER shall provide to CITY proof showing the required insurance. Any certificate of insurance must be in a form, content, and with companies approved by CITY.
19. 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 may become due to DEVELOPER, or any obligation under the terms of this Agreement.
20. Non-Discrimination. DEVELOPER covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity pursuant to this Agreement.
21. General Provisions. It is mutually agreed as follows:
- 21.1 Independent Contractor. It is agreed to that in the performance of the services to be performed by DEVELOPER, DEVELOPER shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 21.2 Compliance with Law. DEVELOPER shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

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A-114-91
SP-113-91
WP-171-91
CASE NUMBER

DEVELOPMENT REVIEW
AND COMMENT SHEET

RECEIVED
JUN 26 1991

WATER SERVICES WATER

TO: Water Services DATE OUT: 6/26/91
FROM: Paul - Current Planning RETURN BY: 7/5/91
APPLICANT: Gillings and Associates DATE IN: _____
REQUEST: site plan approval to construct a 27064 sf industrial building. CUP approval for warehousing and a zone change to change zoning from CM to M-1.
SITE LOCATION: s/s Westminster, w/o Newhope
ADDRESS: 11397 Westminster
ASSESSOR PARCEL NOS.: 100-190-38

ANALYSIS

NO COMMENTS

COMMENTS/Analysis (Information to be included in STAFF REPORT or for Planning information)

Q will lights on Parking structure affect residents?

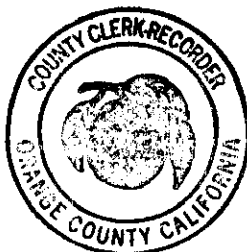
AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire four (4) years from its effective date, unless any duty specified remains executory, in which case this Agreement may be renewed for successive one year terms at discretion of CITY, pursuant to law, until all duties are performed. This renewal shall not be unreasonably withheld.
2. Permitted Uses. The following uses are permitted at the PROJECT: All uses permitted in the M-1 (Limited Industrial) zone subject to meeting all applicable development standards.
3. Density/Intensity. The density or intensity of this project is as follows: a 27,064 square foot warehouse and parking structure on an 80,517 square foot site.
4. Maximum Height and Building Size. The maximum height and building size are as follows: Maximum building height is twenty-three (23) feet. Maximum building size is 27,064 square feet.
5. Improvements. The improvements described in Planning Commission Resolution No. 4179, including but not limited to curb, gutter, and sidewalk, shall be constructed as follows: Prior to the issuance of any certificates of occupancy or release of any utility.
6. Resolution/Material Terms. All conditions of approval found in Resolution No. 4179, 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.
7. Scope of Project. The Project scope shall consist of those uses stated in paragraph two (2), with a density and intensity stated in paragraph three (3), with building height and sizes as stated in paragraph four (4).
8. Reimbursement. DEVELOPER shall pay CITY as follows:
 - 8.1 Amount. One percent (1%) of the building permit valuation.
 - 8.2 Not to Exceed. Payment under this Agreement shall not exceed Nine Thousand Dollars (\$9,000).
 - 8.3 Payment Timing. Payment shall be made prior to the issuance of building permits or with eighteen (18) months of the date of City Council approval.
9. Records of Expenses. DEVELOPER shall keep records in which complete and correct entries will be made of construction costs.

I CERTIFY THAT, IF THIS SEAL IS AFFIXED
IN PURPLE INK, THIS IS A TRUE AND
CORRECT COPY OF THE PERMANENT RECORD
FILED OR RECORDED IN THIS OFFICE.

DATE JAN 04 1996 FEE \$8.00



COUNTY CLERK-RECORDER

Gary L. Gemville

ORANGE COUNTY STATE OF CALIFORNIA

10. City Agreement. CITY hereby agrees that DEVELOPER will be entitled to develop the project in accordance with the approvals and other matters mentioned herein.
11. Reimbursement. DEVELOPER agrees that the sum of \$9,000 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 the building permit for the project or eighteen (18) months 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, 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. This review shall be conducted by the Director of Development Services.
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. DEVELOPER shall be subject to annual renewals of the site plan. Approval of renewals shall not be unreasonably withheld.
16. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All improvements stated in the Planning Commission Resolution No. 4179 shall be completed prior to the issuance of any Certificate of Occupancy.
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.

CONDITIONS OF APPROVAL (Specific)

- ① GRADING PLAN REQUIRED.
- ② DESIGN COMMERCIAL DRIVEWAY FOR EXIT RIGHT-TURN ONLY & DIRECT TO FLOW OF TRAFFIC ON WESTMINSTER AVE.
- ③ NO PARKING ON WESTMINSTER AVE.
- ④ CONSTRUCT ST. LIGHT OR
- ⑤ NO LANDSCAPING WITHIN PUBLIC RIGHT-OF-WAY. INCLUDE ALL LANDSCAPING ON-SITE.
- ⑥ REMOVE EXISTING DRIVEWAY & REPLACE WITH CITY CURB & GITTER & SIGNALIK.
- ⑦ HYDROLOGY/HYDRAULIC CALC. REQUIRED.

PREPARED BY: DR DATE: 6-26-91 EXTENSION: 5188

DIV./DEPT. HEAD: [Signature] DATE: 6/26/91 EXTENSION: _____

REVIEWER		DATE	HOURS
D. RODRIGUEZ	PROJECT REVIEW	6-26-91	0.50
	STAFF MEETING		
	FIELD CHECK		
	MTG W/ DEVELOPER		
	OTHER		
	TOTAL		

SIGNATURE: _____ DATE: _____

CONDITIONS OF APPROVAL (Specific)

1. All std. conditions apply
2. All services may be taken from existing 12" A.C. water main located ± 25' N/E of Westminster Ave.

PREPARED BY: Bart Mijia DATE: 7-16-91 EXTENSION: S395

DIV./DEPT. HEAD [Signature] DATE: 7-11-91 EXTENSION: _____
FOR RJC

REVIEWER		DATE	HOURS
<u>Bm</u>	PROJECT REVIEW	<u>7-16-91</u>	<u>1.0</u>
	STAFF MEETING		
	FIELD CHECK		
	MTG W/ DEVELOPER		
	OTHER		
		TOTAL	<u>1.0</u>

SIGNATURE: Bart Mijia DATE: 7-16-91

- 21.3 Conflict of Interest and Reporting. DEVELOPER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 21.4 Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. Address of DEVELOPER is as follows:
Sparkletts Drinking Water Corporation
4500 York Boulevard
Los Angeles, CA 90041
- B. Address of CITY is as follows:
City of Garden Grove
11391 Acacia Parkway
Garden Grove, California 92640
- 21.5 DEVELOPER'S Proposal. The Project shall include DEVELOPER'S proposal, as modified by Planning Commission and City Council, which shall be incorporated herein by this reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 21.6 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.
- 21.7 Familiarity with PROJECT. By executing this Agreement, DEVELOPER warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; (3) it has considered how the work should be performed; and (4) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should DEVELOPER discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at DEVELOPER'S risk, until written instructions are received from CITY.
- 21.8 Time of Essence. Time is of the essence in the performance of this Agreement.
- 21.9 Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of DEVELOPER, its principals and employees were a substantial inducement for CITY to enter into this Agreement. DEVELOPER shall not contract with any other entity to perform the services required without the written approval of CITY. Neither this Agreement nor any interest may be assigned voluntarily or by operation of law, without the prior written approval of CITY. If DEVELOPER is permitted to

subcontract any part of this Agreement, DEVELOPER shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, including subcontractors, will be considered employees of DEVELOPER. CITY will deal directly with and will make all payments to DEVELOPER. CITY agrees to not unreasonably withhold consent to assignment.

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(2P-6PLI) PATRICIA 06/26/91 16:27 55 12/12/91 07/11/91

07:27:51 11 JUL 1991

PUBLIC-NOTICE PARCEL..	OWNER.....	ADDRESS.....	CITY.....	ZIP..	CNT..
A-114-91	10019018 DABBAGHIAN, HABEB (JT)	11093 PETAL AVE	FOUNTAIN VALLEY, CA	92708	1
A-114-91	10019022 ANGELUS BLOCK CO INC (EA)	11374 TUXFORD ST	SUN VALLEY, CA	91352	1
A-114-91	10019025 ANGELUS BLOCK CO INC (EA)	11374 TUXFORD ST	SUN VALLEY, CA	91352	1
A-114-91	10019038 SPARKLETS DRINKING WATER (BL)	4500 YORK BLVD	LOS ANGELES, CA	90041	1
A-114-91	10019039 NGUYEN, NO VAN (EA)	14792 GIVEN'S PL	WESTMINSTER, CA	92683	1

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