

APPLICATION CHECKLIST AND CASE PROGRESS LOG

Case Identification No. SP-300-01 Case Planner Rosalinh Ung

Related Case File Nos. _____

Date Filed 11/8/01 Hearing Date 12/06/01 Hearing Body PC

Applicant: Rigg, LLC	Prop. Owner: Rigg, LLC
Address: 650 Town Center Dr. #1720	Address:
City: Costa Mesa, CA 92626	City:
Phone: (714) 708-6000	Phone:

Representative: Steven N. Barklis
Address: 4590 MacArthur Blvd. #500
City: Newport Beach, CA 92075
Phone: (949) 975-1044 Fax: (949) 975-1530

* * * * *

Site Address: 11931 Harbor Blvd. **APN:** 23317114, 15

Location: w/s Harbor n/o Chapman **General Plan:** RC

Flood Zone: X **Current Zone:** PUD-104-82

Map/Panel No.: 060220/0020F **Proposed Zone:** _____

Processing Information

	<u>Date</u>		<u>Date</u>
Application Submitted	<u>11/08/01</u>	Resumes distributed	_____
App Correction Notice	_____	Legals sent to Newspaper	_____
App Determined Complete	_____	Radius Map	_____
Fees sent to cashier	<u>11/08/01</u>	Legal Notices sent	_____
ZAP review	_____	Final Staff Report	_____
PCC review	_____	Staff Report Delivered	_____
Site Inspection	_____	NOD sent to County	_____

MINUTE EXCERPT
GARDEN GROVE PLANNING COMMISSION

PUBLIC HEARING: SITE PLAN NO. SP-300-01
DEVELOPMENT AGREEMENT

APPLICANT: RIGG, LLC.

LOCATION: WEST SIDE OF HARBOR BOULEVARD NORTH OF CHAPMAN AVENUE AT 11931
HARBOR BOULEVARD

DATE: DECEMBER 6, 2001

REQUEST: A request to construct an approximately 173,000 square foot, 8-story, 200-room Marriott Residence Inn Hotel located in the Planned Unit Development No. PUD-104-82 zone.

Staff report was reviewed recommending approval of the Site Plan and recommended approval to City Council for the Development Agreement; noting the yellow copy provided to the Commission of the revised Development Agreement.

Commissioner Nguyen asked what the difference was between the revised Development Agreement and the copy provided with the staff report.

Staff explained the revisions and noted that it has similar language as the Development Agreement for the Hyatt conference center that was previously recommend by the Planning Commission.

Chair Barry opened the public hearing to receive testimony in favor of or in opposition to the request.

Mr. Steve Barklis, representative for the applicant, approached the Commission. Chair Barry asked if the applicant has read and agrees with the conditions of approval. Mr. Barklis stated agreement with the conditions.

Commissioner Hutchinson asked about access to the Hyatt from this project site, and asked about the responsibility for the trees planned for the site. Mr. Barklis responded that the developer is responsible for the landscaped improvements and will duplicate exactly what is currently on Harbor Boulevard. They are concerned about having reciprocal access with Hyatt, because Hyatt customers pay for parking, while their customer parking is free.

Commissioner Freze questioned what the maximum amount of time an individual could stay at this hotel. Mr. Barklis responded that the maximum period is 30 days, although most patrons leave sooner.

Commissioner Hutchinson asked if they have discussed reciprocal access with Hyatt. Mr. Barklis indicated that they have had several discussions with the Hyatt operators.

Ms. Leda Pitts approached the Commission and stated that she is in favor of the project. However, she is very upset about not knowing whether her property will be acquired by the city for future projects on Harbor Boulevard. She stated that she has invested \$30,000.00 in her home and does not like the uncertainty for the future.

Vice Chair Butterfield directed staff to meet with Ms. Pitts to discuss her concerns.

Mr. Barklis approached the Commission and stated that he is happy that this project is in Garden Grove and that they intend to begin construction very soon.

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

Vice Chair Butterfield moved to approve Site Plan No. SP-300-01, and recommended approval of a Development Agreement to City Council, seconded by Commissioner Callahan, pursuant to the facts and reasons contained in Resolution No. 5253, and authorized the Chair to execute the Resolution. The motion carried with the following vote:

AYES:	COMMISSIONERS:	BARRY, BUTTERFIELD, CALLAHAN FREZE, HUTCHINSON, JONES, NGUYEN
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE



CITY OF GARDEN GROVE

Bruce A. Broadwater
Mayor

Mark Rosen
Mayor Pro Tem

William J. Dalton
Councilman

Mark Leyes
Councilman

Van T. Tran
Councilman

(714) 741-5312

December 10, 2001

Rigg, LLC.
650 Town Center Drive #1720
Costa Mesa, CA 92626

REFERENCE: Site Plan No. SP-300-01

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

Provided that you do comply with all conditions of approval and no appeals of the Planning Commission's decision are filed with the City Clerk, the earliest effective date will be January 2, 2002.

Sincerely,

Glen Krieger

Glen Krieger
Planning Services Manager

Enclosure

c: Steven N. Barklis

RESOLUTION NO. 5253

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-300-01 AND RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT FOR LAND LOCATED ON THE WEST SIDE OF HARBOR BOULEVARD, NORTH OF CHAPMAN AVENUE, PARCEL NOS. 233-171-14 & 15.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on December 6, 2001, hereby approve Site Plan No. SP-300-01, and recommend approval of a Development Agreement.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-300-01, and the Development Agreement, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Rigg, LLC.
2. The applicant requests approval of a Site Plan and a Development Agreement to construct a 200-room, 8-story, Marriott Residence Inn hotel development.
3. The City of Garden Grove has determined that this project is exempt pursuant to Article 19, Section 15332, In-Fill Development Projects, of the California Environmental Quality Act.
4. The General Plan designation for the property is Recreation Commercial and is zoned Planned Unit Development No. PUD-104-82. The site is currently improved as a parking lot.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on December 6, 2001, 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 December 6, 2001; and

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

FACTS:

The subject site is an irregular shaped property and consists of two (2) separate parcels.

The property is approximately 2.73 acres in size and is current improved as a valet parking lot for the Hyatt Alicante Hotel.

The site is zoned Planned Unit Development and the zoning established the development standards for the site.

A total of 170 on-site parking spaces are provided. Based on the parking ratio of 0.8 parking stalls per hotel room, the site is required to provide a total of 160 parking spaces.

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

FINDINGS AND REASONS:

SITE PLAN:

1. The Site Plan complies with the spirit and intent of the provisions, conditions, and requirements of the Municipal Code and other applicable ordinances. The proposed project is consistent with the existing General Plan designation which permits hotel development and service related uses. The PUD zoning allows tourist and business serving facilities. The site is located within the described zone and, therefore, consistent with the General Plan designation of Recreation Commercial, as the site allows hotel, motel, and similar related uses.

The site is adequate to accommodate the proposed hotel development including building setbacks, landscaping, parking and circulation. The hotel development is compatible with the surrounding development. As a condition of approval, the applicant is required to adjust the property line of Parcel No. 15 to satisfy the Building Services Division requirement of providing a clear path of travel around the proposed building. This lot line adjustment will done prior to the issuance of building permits for the hotel.

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

provides sufficient off-street parking spaces. A total of 170 on-site parking spaces is proposed. Additionally, the project is designed with adequate pedestrian access into the development.

3. The proposed hotel development will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels. A focused traffic study will be required and any off-site improvements to address any potential traffic impacts be designed and constructed prior to the issuance of building permits.

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

4. The proposed hotel development has a reasonable degree of physical, functional, and visual compatibility with the neighboring uses and desirable neighborhood characteristics. The proposed hotel development will be architecturally compatible with the neighboring uses. The design and conditioning of the proposed development will enhance and insure a reasonable degree of compatibility with adjacent uses.
5. Through the planning and design of the building and building placement, the site will attain an attractive environment for the occupants of the property. The project has been designed in accordance with City Code landscape provisions in accordance with the Harbor Boulevard Urban Design Plan and will provide an adequate amount of landscaped areas. The necessary agreements for the protection and maintenance of improvements will be achieved through the conditions of approval for the project.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan possesses characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.24.030.D.3 (Site Plan) and with Government Code Section 65864 et. seq., provisions for Development Agreements.

2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the following conditions of approval shall apply to Site Plan No. SP-300-01:

CONDITIONS OF APPROVAL:

- A. The applicant shall record a "Notice of Agreement With Conditions of Approval and Discretionary Permit of Approval," as prepared by the City Attorney's Office, on the property. Proof of such recordation is required prior to the issuance of building permits. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval of the Planning Commission.
- B. Approval of this Site Plan shall not be construed to mean any waiver of applicable and appropriate zoning regulations or any Federal, State, County and City laws and regulations. Unless otherwise expressly specified, all other requirements of the City of Garden Grove Municipal Code shall apply. The applicant shall obtain, and abide by, any necessary permits or licenses required to conduct the use in compliance with applicable laws.
- C. All minor modifications may be approved by the Community Development Department. If other than minor changes are made in the proposed development, a Site Plan application shall be filed which reflects the revisions made to, or changes to the design/placement of the new building.
- D. The approved floor plan is an integral part of the decision approving this Site Plan application. There shall be no change in the design of the floor plan without the approval of the Community Development Department. Any change in the approved floor plan which has the effect of expanding or intensifying the proposed development shall require a new Site Plan.
- E. Prior to the issuance of building permits, a computer generated, point-by-point, light plan shall be approved by the Engineering and Planning Divisions. The lighting plan shall be generated on the site plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height, and method of shielding. These fixtures shall be compatible with the existing light standards located throughout the Hilton Garden Inn/Embassy Suites/Hampton Inn parking areas. The applicant shall be responsible for providing adequate parking area lighting in compliance with City regulations, at a minimum of two footcandles of light on the parking surface during all hours of darkness.

- F. Hotel elevations, which face Harbor Boulevard shall incorporate lighting treatments, such as uplighting, to highlight building facades and achieve a dramatic nighttime effect, in accordance with the Harbor Boulevard Urban Design Plan.
- G. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community Development Department for review and approval prior to the issuance of a certificate of occupancy. The project shall also be subject to the following:
1. All on-site utilities pertaining to the improvements proposed under this Site Plan, shall be installed or relocated underground.
 2. Above-ground utility equipment (e.g., electrical, water, gas, telephone, cable TV) shall not be located in the street setbacks, within the common areas along Harbor Boulevard, or any parking areas and shall be screened to the satisfaction of the Community Development Department. Final location for the equipment shall be shown on the final landscaping plan and shall be reviewed and approved by Community Development and Public Works Departments.
 3. No roof-mounted mechanical equipment shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community Development Department prior to the issuance of building permits. Said screening shall 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 of public streets and surrounding properties.
- H. The following provisions of the Public Works' Engineering Division shall be complied with:
1. Prior to the issuance of any building permits, the applicant shall file a Lot Line Adjustment application to adjust the west property line of Parcel 15 in order to provide a clear twenty-foot path of travel around the building.
 2. Prior to the issuance of any permits, the applicant shall have a traffic study prepared by a registered Traffic Engineer for approval by the City Traffic Engineer. Any off-site improvements required shall be designed and constructed prior to the issuance of a building permit.

3. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks, basement and septic facilities. Should contaminants be found the site will require Environmental Clearance that will usually involve site remediation. The report shall make recommendations for pavement design based on a Traffic Index to be supplied by the City Traffic Engineer.
4. A new trash enclosure to accommodate a minimum of two trash bins shall be constructed per Garden Grove Standard Plan B-502. The trash enclosure shall be located to allow pick-up and maneuvering, including turnarounds, in the area of the enclosures.
5. Grading and street improvement plans prepared by a registered Civil Engineer are required.
6. In accordance with the 1972 Clean Water Act and National Pollution Discharge Elimination System (NPDES) requirements, the developer is required to submit a long term, post construction, Water Quality Management Plan (WQMP). The WQMP shall include provisions for the installation and maintenance of appropriate structural facilities and identify all non-structural Best Management Practices (BMPs) to be implemented with the project. The plan shall be submitted to and approved by the Public Works Department prior to the issuance of a grading or building permit, whichever occurs first. The project shall also be subject to all conditions in the latest edition of the Drainage Area Management Plan (DAMP) and appendices.
7. A separate street permit is required for work performed within the public right-of-way.
8. Prior to the issuance of a building permit, the applicant shall design the project driveway entrance to restrict left turn movements into the site in a manner meeting with the approval of the City Engineer.
9. The applicant is subject to Traffic Mitigation Fees.
10. Prior to the issuance of a building permit the applicant shall dedicate and improve eleven (11) feet of right-of-way on Harbor Boulevard to match the improvements to the north of the site. This includes a 8'-6" wide sidewalk

with the same pattern as the sidewalk to the north of the site, a seven (7) foot wide landscape planter with the same material as the planter to the north of the site which includes uplighting, palm trees, and ground cover. Final design of curb, gutter, sidewalk, and landscaping along Harbor Boulevard is subject to the approval of the Public Works and Community Development Departments. The improvements shall be completed prior to occupancy of the building.

11. Provide hydrology with scaled map and calculations and hydraulic calculations to size storm drain per Orange County PF&RD standards. Parkway culverts shall be constructed per Orange County PF&RD Standard Plan 1309, Type B.
 12. Wheelchair ramps shall be provided on either side of the project entry approach.
 13. The applicant shall redesign the parking lot to accommodate the following:
 - a) No parking spaces shall be permitted off of the main drive aisle within 30' from the curb line of Harbor Blvd.
 - b) A vehicular access drive to the west (Hyatt Alicante) shall be maintained for emergency vehicles, or alternative access as approved by the Community Development Director.
- I. The following provisions of the Public Works Traffic Engineering Division shall be complied with:
1. Entrance to the property shall be posted with a sign indicating that unauthorized vehicles will be removed at the owner's expense. The sign shall be of the size, type, and location specified in the California Vehicle Code and Garden Grove Municipal Code.
 2. All handicap parking stalls shall be marked and signed in accordance with California Vehicle Code. All parking stalls shall be approved by the Public Works and Community Development Departments, and hairpin striped. All curbs not associated with a parking stall shall be painted red and parking shall be prohibited in those areas. A minimum of 160 parking spaces shall be provided and maintained at all times.
 3. Traffic mitigation fees shall be paid prior to the issuance of building permits for the hotel.

4. Motorcycle and bicycle parking shall be provided as required by code.
- J. The following provisions of the Garden Grove Fire Department and the Uniform Fire Code shall be met:
1. The building shall comply with all CBC and CFC standards and codes, 1998 Edition, for high-rise buildings, or alternative as approved by the Fire Department.
 2. Smoke control shall comply with CBC, 1998 Edition and NFA 92, 2000 Edition, or alternative as approved by the Fire Department.
 3. The developer shall be responsible for payment of plan checks and inspections for the smoke control and fire alarm system.
 4. Address numbers shall be visible from the street (in contrasting colors).
 5. Fire extinguishers shall be provided, locations and rating to be determined by fire inspector.
 6. Fire alarm system in accordance with the California Fire Code, Article 10 and the California Electrical Code shall be provided.
 7. Signage requirements for the Emergency Planning and Information Plan as required in C.C.R. Title 19, Section 3.09, shall be provided.
 8. Required fire lane shall be posted and marked in accordance with Garden Grove Fire Department Fire Protection Specifications and Requirements as required by the Fire Department.
- K. The building plans, site plans and all construction shall comply with the current editions of the U.B.C., U.P.C., U.M.C., and N.E.C. as amended by the City of Garden Grove and State of California handicap access, energy conservation and sound transmission control requirements.
- L. The following provisions of the Garden Grove Public Works Water Services Division shall be met:
1. New water service installations shall be at the developer's expense. Fire and water services shall be installed by developer's contractor per City Standards.

2. Water meters shall be located within the City right-of-way or within dedicated waterline easement. Fire services and large water services (3" and larger) shall be installed by contractor with class A or C-34 license, per City water standards and inspected by a Public Works inspector.
3. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for meter protection. The landscape system shall also have an RPPD device. Any carbonation dispensing equipment shall have a stainless steel RPPD device. Installation shall be per City Standards and shall be tested by a certified backflow device tester immediately after installation. Cross connection inspector shall be notified for inspection after the initial installation is completed. Owner shall have RPPD devices tested once a year by a certified backflow device tester and the test results shall be submitted to the Public Works Water Services Division.
4. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
5. Fire service shall have above ground device with a double check detector valve assembly. Device shall be tested immediately after installation and once a year a certified backflow device tester and the results shall be submitted to Public Works, Water Services Division. Device shall be on private property and shall be responsible by the property owner. The above ground assembly shall be screened from public view as required by the Planning Division.
6. Contractor shall abandon and remove existing abandoned VCP sewer within building area. Balance of existing line shall be abandoned in place and filled with 1 sack sand/cement slurry. Manhole in Chapman Avenue shall be rechanneled and existing stub to the north to be filled with concrete.
7. No permanent structures, trees or deep-rooted plants shall be placed over sewer main or water main.
8. A properly sized grease interceptor shall be installed on the sewer lateral and maintained by the property owner. There shall be a separate sanitary waste line that will connect to the sewer lateral downstream of the grease interceptor. All other waste lines shall be drained through the grease interceptor. Grease interceptor shall be located outside of the building and accessible for routine maintenance. The property owner shall

maintain comprehensive grease interceptor maintenance records and shall make them available to the City of Garden Grove upon demand.

9. Location and number of fire hydrants shall be as required by Water Services Division and the Fire Department.
10. The property owner shall install a new sewer lateral with clean out at right-of-way line. Lateral in public right-of-way shall be 6" minimum diameter, extra strength VCP with wedgelock joints. Connection shall be made to 12" PVC sewer main in Harbor Blvd.
11. A blanket easement for Public Water System on private property shall be required.

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

1. The developer shall construct and maintain the trash enclosure area, as indicated on the site plan, per City Standard. The trash enclosure location shall be reviewed and approved by the Community Development and Public Works Departments. The trash enclosure doors shall be kept closed and secured except during trash disposal or pickup. The trash pickup and automated parking lot cleaning/sweeping, shall occur between the hours of 7:00 a.m. and 6:00 p.m. Trash pickups shall be a minimum of three (3) times a week.
2. The refuse storage area shall be constructed to match the building walls.
3. The refuse storage area shall be maintained in a neat and sanitary manner.

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

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

1. Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).
2. Sunday and Federal Holidays - may work same hours but subject to noise restrictions as stipulated in Section 8.47.010 of the Municipal Code.

P. The developer shall submit a complete, detailed landscape plan governing the entire development. Said plan shall include type, size, location and quantity of all plant material. This includes enhanced landscaping and hardscape treatment along areas located immediately adjacent to Harbor Boulevard in accordance with the Harbor Boulevard Urban Design Plan. The plan shall include irrigation plans staking and planting specifications. The landscape plan is also subject to the following:

1. A complete, permanent, automatic remote control irrigation system shall be provided for all landscaped areas shown on the plan. The sprinklers shall be of low flow/precipitation sprinkler heads for water conservation.
2. The developer is and shall be responsible for installation and maintenance of all landscaping on the property and public parkway.
3. The plan shall provide a mixture of a minimum of ten (10) percent of the trees at 48-inch box, ten (10) percent of the trees at 36-inch box, fifteen (15) percent of the trees at 24-inch box and sixty (60) percent of the trees at 15-gallon. Remaining five (5) percent may be of any size.
4. Trees planted within ten feet (10') of any public right-of-way shall be planted in a root barrier shield. All landscaping along street frontage(s) adjacent to driveways shall be of the low height variety to ensure safe site clearance.
5. Trees located along the project's main entry drive shall incorporate special lighting treatments, including the use of uplighting.
6. The applicant shall be required to provide trees throughout the parking lot and in the landscape setback areas along Harbor Boulevard. Provision of landscape finger planters in every eight (8) parking spaces shall be provided where possible.
7. All above ground utilities (e.g. water backflow devices, electrical transformers, irrigation equipment, etc.) shall be shown on the landscaping plan in order to ensure proper landscape screening will be provided.

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

- R. Signage for the hotel development shall be as follows:
1. The hotel site shall be permitted to have a total of 1 monument sign along Harbor Boulevard, as shown on the approved site plan.
 2. The monument sign shall be designed in accordance with the Harbor Boulevard Urban Design Plan.
 3. The monument sign shall bear only the hotel's name and site address.
 4. Wall signs shall be permitted on the building's elevations, as shown on the approved building elevation plans.
 5. All signs require separate permit and shall be installed in accordance with the provisions of the sign ordinance and shall be approved by the Community Development Department.
- S. The developer shall enter into a binding development agreement with the City of Garden Grove. The agreement shall be executed prior to the building permit issuance.
- T. Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the name and address of the development, the developer's name, address, and a 24-hour emergency telephone number.
- U. The developer shall provide a decorative pavement treatment at the project entry drives. The color, material, and pattern shall be compatible with the Harbor Boulevard Urban Design Plan. The plan shall be approved by the Planning Services Division.
- V. Litter shall be removed daily from the premises including adjacent public sidewalks and all parking areas under the control of the applicant. These areas shall be swept or cleaned, either mechanically or manually, on a weekly basis, to control debris.
- W. The applicant/property owner shall submit a signed letter acknowledging receipt of the decision approving Site Plan No. SP-300-01 and his/her agreement with all conditions of approval.

- X. Graffiti shall be removed from the premises and all parking lots under the control of the licensee and/or the property owner within 120 hours of application.
- Y. The hotel facility shall be subject to Chapter 8.70 of the Municipal Code (Public Lodgings).
- Z. Should the hotel's phone system be a PBX System, a private switch ALLI (Automated Location Information) shall be installed to the satisfaction of the Police Department. This requirement is to allow the Police Department to identify the hotel and room number for the "911" calls.
- AA. No satellite dish antennas shall be installed on said premises unless and until plans have been submitted to and approved by the Community Development Department.
- BB. The service doors shall be kept closed at all times during the hours of operation on the premises except in case of an emergency or to permit deliveries. Panic hardware on doors shall comply with all City code requirements.
- CC. All lighting on the project site shall be enclosed in vandal-resistant fixtures. The fixtures shall be maintained and replaced as needed.
- DD. Prior to the issuance of certificate of occupancy, a security plan for the project shall be approved by the Police Chief. The security plan shall include provisions for security personnel, patrol, alarms, video cameras, lighting of pedestrian pathways, and employee protection.
- EE. The developer shall enter into a Reciprocal Access Agreement (REA), or other similar agreement, to ensure reciprocal vehicular access shall be provided between the subject site and the property to the south of the site, or alternative as approved by the Community Development Director.
- FF. Pedestrian pathways in the project shall be visually identified through the use of thematic lighting, planting, and paving treatments.
- GG. The operation of the proposed hotel shall comply with the provisions of the Extended-Stay Business Hotels.
- HH. No amplified systems shall be permitted outside of a fully enclosed building. The sound emitted from any loud speakers shall not extend beyond the walls of the buildings.

- II. During construction the developer shall comply the following measures to contain fugitive dust as required by the General Plan EIR:
1. Adherence to SCAQMD Rule 403, Fugitive Dust, as revised, which includes dust minimization measures such as daily watering of soils, application of non-toxic soils stabilizers, replacement of ground cover in disturbed areas as soon as possible, suspension of excavating and grading operations when wind speeds (or instantaneous gusts) exceed 25 miles per hour, and maintenance of a minimum two feet of freeboard on all trucks hauling dirt, sand, soil or other loose material.
 2. Sweeping of streets near construction area.
 3. Rinsing of wheels on construction vehicles prior to leaving construction area.
 4. Paving of all construction access roads at least 100 feet onto the site from the main access points. . .
 5. Use of electricity from power poles rather than temporary diesel or gasoline powered generators.
 6. Use of methanol, natural gas, propane or butane-powered on-site mobile equipment rather than diesel or gasoline powered equipment.
 7. During construction, if paleontological or archaeological resources are found all attempts will be made to preserve in place or leave in an undisturbed state in compliance with CEQA.

ADOPTED this 6th day of December 2001.

/s/ SUSAN ANN BARRY
CHAIR

I HEREBY CERTIFY that the foregoing resolution was duly adopted at the regular meeting of the Planning Commission of the City of Garden Grove, State of California, held on December 6, 2001, by the following votes:

AYES: COMMISSIONERS: BARRY, BUTTERFIELD, CALLAHAN, FREZE,
HUTCHINSON JONES, NGUYEN

NOES: COMMISSIONERS: NONE

ABSENT: COMMISSIONERS: NONE

/s/ TERESA POMEROY
SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is January 2, 2002.

CITY OF GARDEN GROVE

INTER-DEPARTMENT MEMORANDUM

To: ~~Rosalind Ung~~
~~Community Development~~

From: Kathy Bailor
City Clerk's Office

Date: June 6, 2002

Re: AGREEMENT WITH RIGG HOTEL, LLC

The City Council approved this agreement on April 2, 2002, but we are still unable to complete the final process. We are waiting for the insurance to be returned to our office. I have attached the minutes from that meeting for your reference.

If you have any questions, please call me at x5043.

Thank you for your assistance.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk's Office
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Recorded in Official Records, County of Orange
Darlene Bloom, Interim Clerk-Recorder

NO FEE

20020902366 09:39am 10/18/02

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SPACE ABOVE FOR RECORDER'S USE ONLY

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

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DEVELOPMENT AGREEMENT

RIGG HOTEL, LLC
CASE NO. SP-300-01

This DEVELOPMENT AGREEMENT ("Agreement") is made this 2nd day of April, 2002, by the CITY OF GARDEN GROVE, a municipal corporation ("City"), and RIGG HOTEL, LLC, a California limited liability company ("Developer"). The "Effective Date" of this Agreement shall be that date upon which a fully executed and acknowledged copy hereof is recorded in the Official Records of Orange County, California, in accordance with requirements of Section 65868.5 of the California Government Code. City and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

The following recitals are a substantive part of this Agreement:

- A. Developer intends to develop that certain real property located on Harbor Boulevard in the City of Garden Grove, California, at , as more fully described in Exhibit "A," attached hereto (the "Property").
- B. Developer has requested that the City consider entering into an agreement with respect to vesting its right to develop the Property, and proceedings have heretofore been taken in accordance with the City rules and regulations for the approval of such agreements established pursuant to Section 65864, et seq. of the California Government Code ("Development Agreement Law") and by the Garden Grove Municipal Code. The Development Agreement Law provides the authority for the City to enter into binding development agreements with a developer having a legal and equitable interest in real property.
- C. The City Council of the City has found that this Agreement has been adopted in conformance with the requirements of the City, including all requirements of the California Environmental Quality Act, is consistent with the General Plan, and all applicable rules, regulations and official policies of the City, and will promote the general welfare of City residents and the orderly development of property within the City, and that the project described herein:

- (i) Is consistent with the objectives, policies, general land uses, intensity of uses, and programs of the City and specified in the General Plan and all rules, regulations and official policies of the City;
- (ii) Is compatible with the uses authorized in, and the regulations prescribed for, the area of the City in which the Property is located;
- (iii) Is in conformity with and will promote public convenience, general welfare and good land use practice;
- (iv) Will not be detrimental to the public's health, safety and general welfare;
- (v) Will not adversely affect the orderly development of property or the preservation of property values; and
- (vi) Will promote and encourage the development of the Property by providing a greater degree of requisite certainty.

D. On April 2, 2002, the City Council of the City adopted Ordinance No. 2567 approving this Agreement and approving and adopting the findings of the Planning Commission.

E. The City acknowledges that by electing to enter into contractual agreements such as this one, the obligations of which shall survive beyond the term or terms of the present City Council members, that such action will serve to bind the City and future City Councils to the obligations thereby undertaken and this Agreement shall limit the future exercise of certain governmental and proprietary powers of the City to the extent permitted by applicable law. By obligating the City pursuant to this Agreement, the City has elected to exercise its governmental and proprietary powers with respect to the matters set forth herein at the present time, rather than deferring its actions to some undetermined future date.

F. City and Developer desire to enter into this Agreement to vest Developer's rights to develop the Property by the construction of an approximately one hundred fifty (150) to two hundred (200) room full service, limited service or extended stay mid-rise hotel with a swimming pool, and associated improvements, all in substantial conformance with the "Description of Construction (Scope of Project)," attached hereto as Exhibit "C."

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire at the earlier of (i) completion of the "Construction" of the property (as that term is defined in Section 6, below), or (ii) three (3) years (the applicable of (i) or (ii) being herein referred to as the "Term") from its Effective Date.
2. Permitted Uses. The following uses are permitted at the Property: All uses identified as a permitted or conditional use as specified in Planned Unit Development No. PUD-104-82, as revised and/or amended.

3. Density. The density of the current proposed project is as follows: (a) a hotel building of up to two hundred thousand (200,000) square feet, consisting of guest rooms and/or suites with approximately one hundred fifty (150) to two hundred (200) guest rooms/suites, with up to one (1) restaurant and up to five thousand (5,000) square feet of meeting space; and (b) ancillary uses as specified in Planned Unit Development No. PUD-104-82, as revised or amended.
4. Maximum Height and Building Size. The maximum height and building size, with the exception of communication systems, architectural and thematic elements, is ten (10) stories, and up to two hundred thousand (200,000) square feet, respectively, as indicated on the approved site.
5. Dedication. The dedication of property to the City is as described in Exhibit "B" attached.
6. Improvements. The improvement described on Exhibit "C," "Description of Construction (Scope of Project)," are herein referred to as the "Construction" of the Property.
7. Scope of Project. The development of the Property consists of the Construction described on Exhibit "C," and shall be consistent with those uses stated in paragraph 2, above, with a density stated in paragraph 3, with a building height and size stated in paragraph 4.
8. Effect of Agreement on Land Use Regulations.

- a. Vesting of Land Use Entitlements. The permitted uses of the Property, the density of use, the maximum height and size of any proposed buildings and the dedication of land for public purposes are all as set forth in the conditions of approval and/or this Agreement. The City agrees that Developer and its assignees shall be entitled and vested to proceed with the Construction of the Property pursuant to existing rules, regulations and official policies of the City, including, without limitation, the current fee schedule attached hereto as Exhibit "D," and no other fees (herein, "existing development rules"), as such existing development rules are in effect as of November 1, 1998, and to conduct such work at such times as Developer or such assignees may choose during the Term hereof. Such existing development rules shall continue to apply, notwithstanding the Construction of the Property as provided herein, to the reconstruction of any such constructed improvements damaged or destroyed from any cause. No delays, moratoriums, or general suspension in project Construction approvals will be imposed by the City on the Property during the Term hereof, including, but not limited to, the enactment after the Effective Date of any ordinance by the City Council or any ordinance adopted through the initiative process, which would be more restrictive than the existing development rules or which would impose limitations or restrictions on the uses as set forth in the conditions of approval, or the density for the Property, or which would limit or control the rate, timing or sequence of Construction of the Property other than as set forth in this Agreement. In addition to and not in limitation of the foregoing, the City agrees that no moratorium or other limitation (whether relating to the rate, timing or sequencing of the Construction or the construction of all or any part of the Property, whether imposed by ordinance, resolution or other action by, in the name of, or on behalf of the City) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy permits, or other entitlements to use or service portions of the Property approved, issued or granted by the City shall apply to the Construction of the Property to the extent such moratorium or other limitation is in conflict with this Agreement. Because the California Supreme Court ruled in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer and its assignees shall have the right to conduct the Construction to completion, including, without limiting the generality of that provision, the right to obtain all permits (including, without limitation, demolition, grading, building

and/or occupancy permits), and construct improvements on the Property in such order and at such rate and at such times as Developer or its assignees deems appropriate, within the exercise of its subjective business judgment, and consistent with this Agreement. The City acknowledges that Developer's decision to commence the Construction of the Property is based on expectations of proceeding to completion, relying upon the fact that all land use entitlements have been vested by virtue of this Agreement. The City agrees to take all steps necessary, in a timely manner and to complete its processing and approval (or reasonable disapproval) of same within sixty (60) days, unless City Planning Commission or City Council hearings are required in connection therewith, in order to facilitate the review and approval of any lot line adjustment, lot splits, subdivision, site planning and construction applications with respect to the Property. If such City Planning Commission or City Council hearings are required, the City shall schedule and conduct such hearings in the shortest reasonable time after receipt of Developer's application therefor. However, in the event that State or Federal laws or regulations enacted after this Agreement is executed prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State and Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

b. Sewer Hook-Up. The City shall provide Developer, at no special cost (other than City's adopted sewer connection fees) access, with functional sewer facilities in Harbor Boulevard. The sewer facilities provided by the City shall have adequate capacity to service Construction project.

9. Intent. The Parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.
10. Resolution/Material Terms. Conditions of approval for the Construction, if any, are attached hereto and incorporated herein as Exhibit "E."
11. Reimbursement. In recognition of the dedication of property described in Exhibit "B" attached hereto, no development impact fee shall be charged against Developer or the Property.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
 - (1) Failure of Developer to perform any of the provisions of this Agreement; or
 - (2) Mutual agreement of the Parties; or
 - (3) Failure of Developer to cure any default under the terms and conditions of any agreement with the Garden Grove Agency for Community Development for the Construction.
13. Periodic Review. The City shall review Developer's performance every twelve (12) months at the anniversary of the adoption of this Agreement during the Term hereof. Developer shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review the City finds and determines, based upon substantial evidence, that Developer, after notice and opportunity to cure as

provided in Section 28 below, has not taken good faith efforts to comply with terms or conditions of this Agreement, the City may terminate the Agreement. This review shall be conducted by the Director of Community Development.

14. City Discretion. The City retains its right and reasonable discretion, under all applicable Codes, to approve or disapprove any item related to this Property 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.
15. Improvement Schedule. The improvements to the Property which are vested pursuant to this Agreement shall be constructed by September 30, 2004.
16. Developer Breach. Failure of Developer to construct improvements as specified shall result in the withholding of building permits, any other permit or granting of occupancy for any unit until the breach is remedied to satisfaction of the City.
17. Non-Liability Provisions.

a. Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City pursuant to the terms of this Agreement.

b. Partners, Members, Agents and Employees of Developer. No partner, member, owner, agent or employee of the Developer, or any successor or assign of any of the foregoing, shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successors, or on any obligations under the terms of this Agreement, but the City shall look solely to the assets of Developer. In the event that Developer shall convey its interest in the Property as permitted herein, subsequent to that conveyance the City shall look solely to the successor-owner for defaults occurring subsequent to the date of that conveyance.

18. 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 or service of process.

Address of Developer is as follows:

RIGG HOTEL, LLC
Attention: Managing Member
650 Town Center Drive, Suite 1720
Costa Mesa, CA 92626

Address of City is as follows:

CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, CA 92840


19. Developer's Proposal. The Construction of the Property vested by this Agreement shall conform to Developer's project description summary for the Construction, attached hereto as Exhibit "C." In the event of any inconsistency between terms of the project description summary and this Agreement, this Agreement shall govern.
20. 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 Construction of the Property.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. 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 owners of an interest in the Property.
23. 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.
24. Indemnification. Developer agrees to protect, defend, and hold harmless the 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 bodily injury or death of any person, or damage to property, or interference with use of property, directly attributable to negligent acts or omissions, or willful misconduct, in the performance of the Agreement by Developer, Developer's agents, officers or employees, and subcontractors hired by Developer.
25. Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by the City and Developer.
26. Inconsistencies. Nothing in this Agreement shall limit or impair the Garden Grove Agency for Community Development's and Developer's obligations under any agreement with Developer.
27. Termination of Agreement. At the time of termination of this Agreement, whether pursuant to the provisions of this Section or in any other manner, the City agrees to execute, acknowledge and provide a quit claim of its rights hereunder in a form suitable for recording within ten (10) days after Developer's request therefor, and shall further cooperate in clearing the encumbrance of this Agreement from title to the Property as reasonably may be requested by Developer.
28. Right to Cure. A Party claiming a default pursuant to this Agreement shall give written notice of default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this

Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in default (i) if such Party cures such default within thirty (30) days of receipt of such notice, or (ii) if the default cannot reasonably be cured within such thirty (30) day period, such other Party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with diligence.

29. Attorneys' Fees. In any action between the parties, including an arbitration or a reference conducted pursuant to Section 638, et seq. of the California Code of Civil procedure, to interpret, enforce, reform, modify, rescind, or otherwise take action in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses, including, without limitation, litigation costs and reasonable attorneys' fees. Such fees, costs and expenses shall include fees, costs and expenses incurred on appeal or in collection of any judgments. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

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

ATTEST:




CITY CLERK
Date: 4-04-02

“CITY”

CITY OF GARDEN GROVE,
a municipal corporation

By: 

APPROVED AS TO FORM:



Garden Grove City Attorney
Date: 3/10/02

“DEVELOPER”

RIGG HOTEL, LLC, a California limited liability
company

BY: 

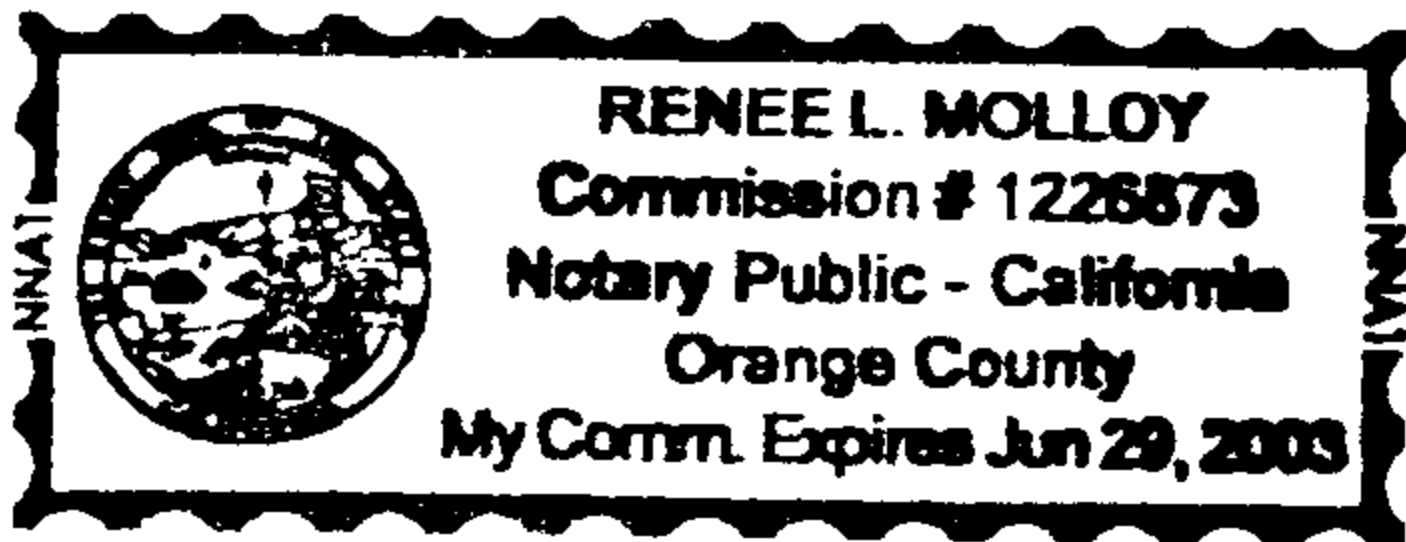
NAME: TUSHAR PATEL

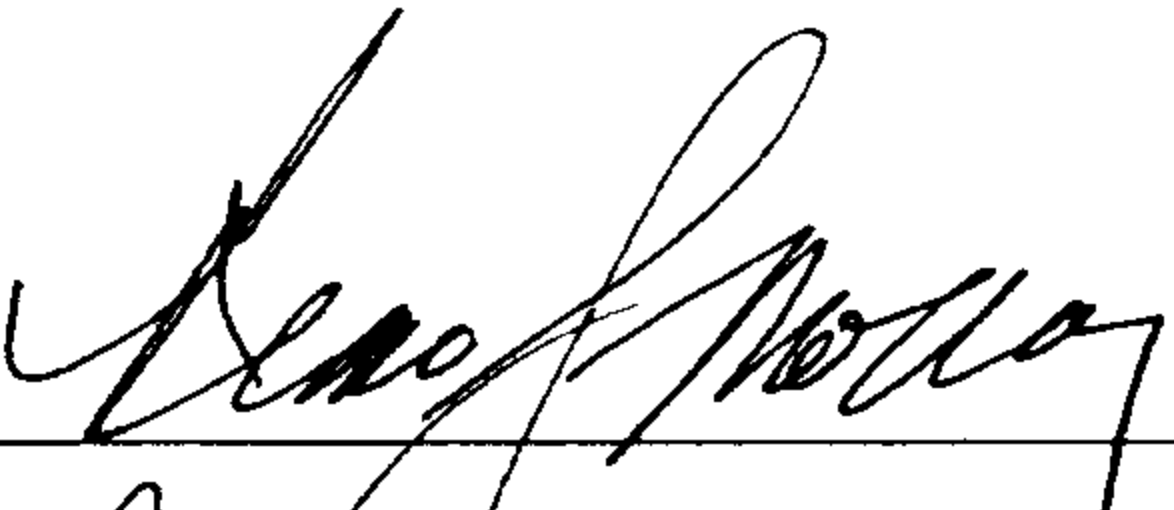
TITLE: Member/Manager

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On 1-14-02 before me, Renee L. Molloy, Notary Public, personally appeared, **TUSHAR PATEL** / / personally known to me or / / proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





Renee L. Molloy

Name (Typed or Printed)

CAPACITY CLAIMED BY SIGNER:

- _____ individual signing for oneself/themselves.
_____ corporate officer(s) _____ (Titles)
_____ partner(s) _____ Limited
_____ _____ General
_____ attorney-in-fact
_____ trustee(s)/trustor(s)
_____ guardian/conservator
 other: **MEMBER/MANAGER**

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

RIGG HOTEL, LLC, a California limited liability company

EXHIBIT "A"
LEGAL DESCRIPTION
THAT REAL PROPERTY LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE,
CITY OF GARDEN GROVE, DESCRIBED AS FOLLOWS:

Lots 6 and 7 of Tract Map 12084, recorded at Book 520, pages 7-12 in the Official Records of Orange County, California.

EXHIBIT "B"
PROPERTY DEDICATION

THE EAST 11.00 FEET OF LOT 6 OF TRACT NO. 12084, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 520, PAGES 7 TO 12 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

EXHIBIT "C"
Description of Construction
(Scope of Project)

The Construction (as defined in this Agreement) shall include the following and shall be completed in accordance with the stated terms and conditions. All costs associated with planning, designing and constructing the items outlined below shall be the sole responsibility of the Developer. Terms capitalized in this Exhibit "C" have the same meaning as ascribed thereto in the Agreement to which this Exhibit is appended.

Building Improvements. "Building Improvements" included in the Construction consist of a mid-rise building consisting of one hundred fifty (150) to two hundred (200) guest rooms/suites, with lobby, swimming pool and ancillary improvements.

Special Provisions. Special provisions applicable to the Construction consist of the following:

1. Developer is responsible for the payment of all fees imposed for the Construction as set forth in Exhibit "D" of this Development Agreement.

EXHIBIT "D"

CITY'S APPLICABLE FEE SCHEDULE

(ON FILE IN THE CITY CLERK'S OFFICE)

EXHIBIT "E"
SPECIAL CONDITIONS OF APPROVAL

NONE


17

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

NAME City Clerk's Office
 MAILING City of Garden Grove
 ADDRESS 11222 Acacia Parkway
 City, STATE Garden Grove, CA 92840
 ZIP CODE

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



No Fee
 19990197296 1:53pm 03/18/99

005 25016272 25 15
 A12 17 6.00 48.00 0.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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

DEVELOPMENT AGREEMENT

GATWAY PROPERTIES CASE NO. PUD-104-82

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THIS DEVELOPMENT AGREEMENT ("Agreement") is made this 24th day of November, 1998, by the CITY OF GARDEN GROVE, a municipal corporation ("City"), and GATWAY PROPERTIES, a California limited partnership ("Developer"). The "Effective Date" of this Agreement shall be that date upon which a fully executed and acknowledged copy hereof is recorded in the Official Records of Orange County, California, in accordance with requirements of Section 65868.5 of the California Government Code. City and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The Garden Grove Agency for Community Development and Developer have entered into an agreement ("Owner Participation Agreement") which provides for the rehabilitation of certain real property located at the northwest corner of Harbor Boulevard and Chapman Avenue in the City of Garden Grove, California, at 300 Alicante Plaza, as more fully described in Exhibit "A", attached hereto (the "Property").
- B. Developer has requested that the City consider entering into an agreement with respect to vesting its right to rehabilitate the Property, and proceedings have heretofore been taken in accordance with the City rules and regulations for the approval of such agreements established pursuant to Section 65864, et seq. of the California Government Code ("Development Agreement Law") and by the Garden Grove Municipal Code. The Development Agreement Law provides the authority for City to enter into binding development agreements with a Developer having a legal and equitable interest in real property.

C. The City Council of the City has found that this Agreement has been adopted in conformance with the requirements of the City, including all requirements of the California Environmental Quality Act, is consistent with the General Plan, and all applicable rules, regulations and official policies of the City, and will promote the general welfare of City residents and the orderly development of property within the City, and that the project described herein:

- i) Is consistent with the objectives, policies, general land uses, intensity of uses, and programs of the City and specified in the General Plan and all rules, regulations and official policies of the City;
- ii) Is compatible with the uses authorized in, and the regulations prescribed for, the area of the City in which the Property is located;
- iii) Is in conformity with and will promote public convenience, general welfare and good land use practice;
- iv) Will not be detrimental to the public's health, safety and general welfare;
- v) Will not adversely affect the orderly development of property or the preservation of property values; and
- vi) Will promote and encourage the development of the Property by providing a greater degree of requisite certainty.

D. On December 8, _____, 1998, the City Council of the City adopted Ordinance No. 2456 approving this Agreement and approving and adopting the findings of the Planning Commission.

E. The City acknowledges that by electing to enter into contractual agreements such as this one, the obligations of which shall survive beyond the term or terms of the present City Council members, that such action will serve to bind the City and future City Councils to the obligations thereby undertaken and this Agreement shall limit the future exercise of certain governmental and proprietary powers of the City to the extent permitted by applicable law. By obligating the City pursuant to this Agreement, the City has elected to exercise its governmental and proprietary powers with respect to the matters set forth herein at the present time, rather than deferring its actions to some undetermined future date.

F. City and Developer desire to enter into this AGREEMENT to vest Developer's rights to rehabilitate and convert the existing office building on the Property to an all-suites hotel comprising approximately 279 suites, all in substantial conformance with the "Description of Rehabilitation (Scope of Project)", attached hereto as Exhibit "C".

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire at the earlier of (i) completion of the "Rehabilitation" of the Property (as that term is defined in Section 6, below), or (ii) four (4) years (the applicable of (i) or (ii) being herein referred to as the "Term") from its Effective Date.
2. Permitted Uses. The following uses are permitted at the Property: All uses identified as a permitted or conditional use as specified in Planned Unit Development No. PUD-104-82, as revised and/or amended.
3. Density/Intensity. The density or intensity of the current proposed project is as follows: approximately 208,000 square feet of building area, consisting of an all-suites hotel with approximately 279 guest suites, including ancillary uses as specified in Planned Unit Development No. PUD-104-82, as revised and/or amended.
4. Maximum Height and Building Size. The maximum height and building size are as follows: with the exception of communication systems, architectural and thematic elements, the maximum building height is approximately 10 stories, and the total building square footage is approximately 208,000 square feet, as indicated on the approved site plan.
5. Reservation or Dedication. The reservation of easements or dedication of property to the City is as described in Exhibit "B", attached.
6. Improvements. The improvements described on Exhibit "C", "Description of Rehabilitation(Scope of Project)", are herein referred to as the "Rehabilitation" of the Property.
7. Scope of Project. The development of the Property consists of the Rehabilitation described on Exhibit "C", and shall be consistent with those uses stated in paragraph 2, above, with a density/intensity stated in paragraph 3, with a building height and size stated in paragraph 4, all in accordance with the terms and conditions of the Owner Participation Agreement.
8. Effect of Agreement on Land Use Regulations.
 - a. Vesting of Land Use Entitlements. The permitted uses of the Property, the density or intensity of use, the maximum height and size of any proposed buildings and the dedication of land for public purposes are all as set forth in the conditions of approval and/or this Agreement. City agrees that Developer and its assignees shall be entitled and vested to proceed with the Rehabilitation of the Property pursuant to existing rules, regulations and official policies of the City, including, without limitation, the current fee schedule attached hereto as Exhibit "D", and no other fees (herein, "existing development rules"), as such existing development rules are in effect as of November 1, 1998, and to conduct such work at such times as Developer or such

assignees may choose during the Term hereof. Such existing development rules shall continue to apply, notwithstanding the Rehabilitation of the Property as provided herein, to the reconstruction of any such constructed improvements damaged or destroyed from any cause. No delays, moratoriums, or general suspension in project Rehabilitation approvals will be imposed by the City on the Property during the Term hereof including, but not limited to, the enactment after the Effective Date of any ordinance by the City Council or any ordinance adopted through the initiative process, which would be more restrictive than the existing development rules or which would impose limitations or restrictions on the uses as set forth in the conditions of approval, or the density or intensity of use for the Property, or which would limit or control the rate, timing or sequence of Rehabilitation of the Property other than as set forth in this Agreement. In addition to and not in limitation of the foregoing, the City agrees that no moratorium or other limitation (whether relating to the rate, timing or sequencing of the Rehabilitation or the construction of all or any part of the Property, whether imposed by ordinance, resolution or other action by, in the name of, or on behalf of the City) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy permits, or other entitlements to use or service portions of the Property approved, issued or granted by the City shall apply to the Rehabilitation of the Property to the extent such moratorium or other limitation is in conflict with this Agreement. Because the California Supreme Court ruled in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties intent to cure that deficiency by acknowledging and providing that Developer and its assignees shall have the right to conduct the Rehabilitation to completion, including, without limiting the generality of that provision, the right to obtain all permits (including, without limitation, demolition, grading, building and/or occupancy permits), and construct improvements on the Property in such order and at such rate and at such times as Developer or its assignees deems appropriate, within the exercise of its subjective business judgment, and consistent with this Agreement. The City acknowledges that Developer's decision to commence the Rehabilitation of the Property is based on expectations of proceeding to completion, relying upon the fact that all land use entitlements have been vested by virtue of this Agreement. The City agrees to take all steps necessary, in a timely manner and to complete its processing and approval (or reasonable disapproval) of same within forty five (45) days, unless City Planning Commission or City Council hearings are required in connection therewith, in order to facilitate the review and approval of any lot line adjustment, lot splits, subdivision, site planning and construction applications with respect to the Property. If such City Planning Commission or City Council hearings are required City shall schedule and conduct such hearings in the shortest reasonable time after receipt of Developer's application therefor. However, in the event that State or Federal laws or regulations enacted after this Agreement is executed prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State and Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

b. Sewer Hook-up. City shall provide Developer, at no special cost (other than City's adopted sewer connection fees) for access, with functional sewer facilities in Harbor

Boulevard and/or Chapman Avenue. The sewer facilities provided by City shall have adequate capacity to service the Rehabilitation project.

9. **Intent.** The Parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.
10. **Resolution/Material Terms.** Conditions of approval for the Rehabilitation, if any, are attached hereto and incorporated herein as Exhibit "E".
11. **Reimbursement.** In recognition of the significant increase in property tax and transient occupancy tax to be received by the City as a result of the obligations undertaken by Developer pursuant to this Agreement, no fee in consideration of the City's decision to enter into this Agreement shall be charged against Developer or the Property.
12. **Termination Provisions.** This Agreement may be terminated upon the happening of any of the following events:
 - (1) Failure of Developer to perform any of the provisions of this Agreement, or
 - (2) Mutual agreement of the Parties, or
 - (3) Failure of Developer to cure any default under the terms and conditions of the Owner Participation Agreement.
13. **Periodic Review.** City shall review Developer's performance every twelve (12) months at the anniversary of the adoption of this Agreement during the Term hereof. 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, after notice and opportunity to cure as provided in Section 28 below, has not taken good faith efforts to comply with terms or conditions of this Agreement, City may terminate the Agreement. This review shall be conducted by the Director of Community Development.
14. **City Discretion.** City retains its right and reasonable discretion, under all applicable Codes, to approve or disapprove any item related to this Property 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. City and Developer acknowledge that as of November 1, 1998, the City has adopted the 1994 Uniform Building Code with California Supplement (collectively, the "1994 UBC"). Notwithstanding the first two sentences of this Section 14, City and Developer agree that in the event, prior to the adoption by the City of a version of the Uniform Building Code other than the 1994 UBC, Developer submits to the City reasonably complete building plans for the Building Improvements (as such capitalized

term is defined in Exhibit "C" to this Agreement), then the 1994 UBC shall govern throughout the period of Rehabilitation of the Property, notwithstanding whether the City may adopt some other version prior to the completion of such work.

15. Improvement Schedule. The improvements to the Property which are vested pursuant to this Agreement shall be constructed by December 1, 2002.

16. Developer Breach. Failure of Developer to construct improvements as specified shall result in the withholding of building permits, any other permit or granting of occupancy for any unit until the breach is remedied to satisfaction of City.

17. Non-Liability Provisions.

a. Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City pursuant to the terms of this Agreement.

b. Partners, Agents and Employees Of Developer. No partner, owner, agent or employee of the Developer, or any successor or assign of any of the foregoing, shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successors, or on any obligations under the terms of this Agreement, but City shall look solely to the assets of Developer. In the event that Developer shall convey its interest in the Property as permitted herein, subsequent to that conveyance City shall look solely to the successor-owner for defaults occurring subsequent to the date of that conveyance.

18. 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 or service of process.

Address of Developer is as follows:

Gatway Properties
4590 MacArthur Blvd., Suite 500
Newport Beach, CA 92660
Attn: General Partner

Address of City is as follows:

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

19. Developer's Proposal. The Rehabilitation of the Property vested by this Agreement shall conform to Developer's project description summary for the Rehabilitation, attached hereto as Exhibit "C". In the event of any inconsistency between terms of the project description summary and this Agreement, this Agreement shall govern.

20. **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 Rehabilitation of the Property.
21. **Time of Essence.** Time is of the essence in the performance of this Agreement.
22. **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 owners of an interest in the Property.
23. **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.
24. **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 bodily injury or death of any person, or damage to property, or interference with use of property, directly attributable to negligent acts or omissions, or willful misconduct, in the performance of the Agreement by Developer, Developer's agents, officers or employees, and subcontractors hired by Developer.
25. **Modification.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by City and Developer.
26. **Inconsistencies.** Nothing in this Agreement shall limit or impair the Garden Grove Agency for Community Development's and Developer's obligations under the Owner Participation Agreement.
27. **Termination Of Agreement.** In the event that Developer shall terminate the Owner Participation Agreement as permitted therein, this Agreement shall also terminate effective as of that same date. At the time of termination of this Agreement, whether pursuant to the provisions of this Section or in any other manner, City agrees to execute, acknowledge and provide a quit claim of its rights hereunder in a form suitable for recording within ten (10) days after Developer's request therefor, and shall further cooperate in clearing the encumbrance of this Agreement from title to the Property as reasonably may be requested by Developer.
28. **Right To Cure.** A Party claiming a default pursuant to this Agreement shall give written notice of default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in default (i) if such Party cures such default within thirty (30) days of receipt of such notice, or (ii) if the default cannot reasonably be cured within such thirty day period, such other Party within thirty (30) days from receipt of such notice immediately, with due diligence, commences

to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with diligence.

29. Attorneys' Fees. In any action between the parties, including an arbitration or a reference conducted pursuant to Section 638 et seq. of the California Code of Civil Procedure, to interpret, enforce, reform, modify, rescind, or otherwise take action in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees. Such fees, costs and expenses shall include fees, costs and expenses incurred on appeal or in collection of any judgments. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

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

ATTEST

Quinn C. Amis
CITY CLERK
Date: 12-21-98

APPROVED AS TO FORM:

J. Shaw
Garden Grove City Attorney
Date: 11/23/98

“CITY”

CITY OF GARDEN GROVE,
a municipal corporation

By: *[Signature]*

“DEVELOPER”

GATWAY PROPERTIES,
a California limited partnership

By: North American Office & Hotel Management
Corporation, a California corporation
Its General Partner

By: *Robert C. Janice*
Its: *President & Secretary*

EXHIBIT "A"
LEGAL DESCRIPTION
THAT REAL PROPERTY LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF
ORANGE, CITY OF GARDEN GROVE, DESCRIBED AS FOLLOWS:

Lots 1, 2, 3 and 9 of Tract Map 12084, recorded at Book 520, pages 7-12 in the Official Records of Orange County, California (assessor parcel numbers AP-223-171-05 through -08, inclusive and AP-223-171-10 through -12, inclusive)

EXHIBIT "B"

RESERVATION OF EASEMENTS OR
DEDICATION OF PROPERTY

NONE

EXHIBIT "C"
Description of Rehabilitation
(Scope of Project)

The Rehabilitation (as defined in this Agreement) shall include the following and shall be completed in accordance with the stated terms and conditions. All costs associated with planning, designing and constructing the items outlined below shall be the sole responsibility of the Developer. Terms capitalized in this Exhibit "C" have the same meaning as ascribed thereto in the Agreement to which this Exhibit is appended.

Building Improvements: "Building Improvements" included in the Rehabilitation consist of the following:

1. Conversion of the existing 10-story office building located at 300 Plaza Alicante (referred to hereafter in this Exhibit as the "Office/Suites Hotel Building") to a 10-story, all suites, hotel of approximately 279 suites, but in any event not less than 261 suites, and all such suites shall meet the facility requirements as set forth in the Operating Covenant attached to the Owner Participation Agreement as its Attachment No. 2. The hard construction cost incurred by Developer for the conversion shall be approximately \$19 million, but not less than \$18 million, inclusive of expenditures for demolition, fixtures, furnishings and equipment, interest and loan fees. The fixtures, furnishings and equipment installed and constructed shall have an approximate cost of \$4 million, but not less than \$3.8 million.
2. Remodel of the lobby area within the atrium that connects the existing hotel building at 100 Alicante (referred to hereafter in this Exhibit as the "Existing Hotel Building") and the Office/Suites Hotel Building. The remodel shall include the refurbishment of the existing lounge and bar consistent with a new theme, installation of new floor and wall coverings, landscape and hardscape features, furniture, and lights. The construction budget for the remodeling of the lobby area and installation of new fixtures, furnishings and equipment shall be not less than \$400,000.
3. Roof repair (performed on the Existing Hotel Building, the Office/Suites Hotel Building and the associated atrium), window washing equipment for the Existing Hotel Building, the Office/Suites Hotel Building and the atrium, and ceiling/structural painting and window seals, all at an estimated cost of approximately \$1 million as verified by inspections performed from time to time by City staff.
4. The upgrading of the existing fire alarm system installed in the building at the Site, so as to minimize the false alarm rate.
5. Construction or complete renovation of an outdoor pool and deck area at a cost not less than One Hundred Fifty Thousand Dollars (\$150,000)

Special Project Improvements. “Special Project Improvements” included in the Rehabilitation consist of the following:

1. New sidewalk, landscape and lighting improvements along Harbor Boulevard and Chapman Avenue per EDAWS plans dated November 11, 1998;
2. Construction of a new monument style project identification sign at the corner of Harbor Boulevard and Chapman Avenue consistent with the City’s design plan.
3. Lighting improvements consistent with the City’s design concepts for “Harbor Lights”, as such design concepts may be adopted as an official policy of the City.

City acknowledges that pursuant to the Owner Participation Agreement, (i) Developer and the Garden Grove Agency for Community Development (the “Agency”) shall mutually agree upon the specific details (including budgets) for the Special Project Improvements, (ii) Developer’s contribution to the Special Project Improvements shall not exceed \$150,000, and (iii) the Agency shall be responsible for costs of the Special Project Improvements in excess of \$150,000.

Special Provisions: Special provisions applicable to the Rehabilitation consist of the following:

1. Developer is responsible for the payment of all fees imposed for the Rehabilitation as set forth in Exhibit “D” of this Development Agreement.

EXHIBIT "D"

CITY'S APPLICABLE FEE SCHEDULE

EXHIBIT "E"
SPECIAL CONDITIONS OF APPROVAL

NONE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

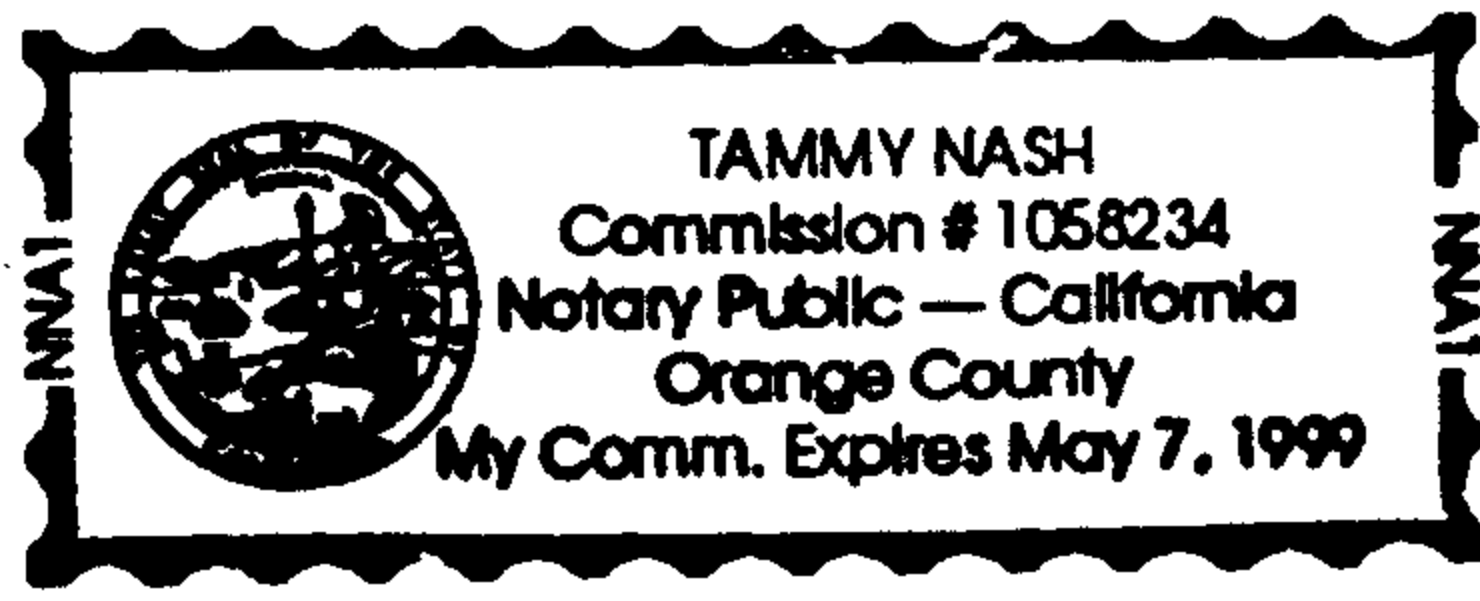
State of California

County of Orange

On November 23, 1998 before me, Tammy Nash, Notary

personally appeared Robert C. Geniere

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.

Tammy Nash
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Development Agreement

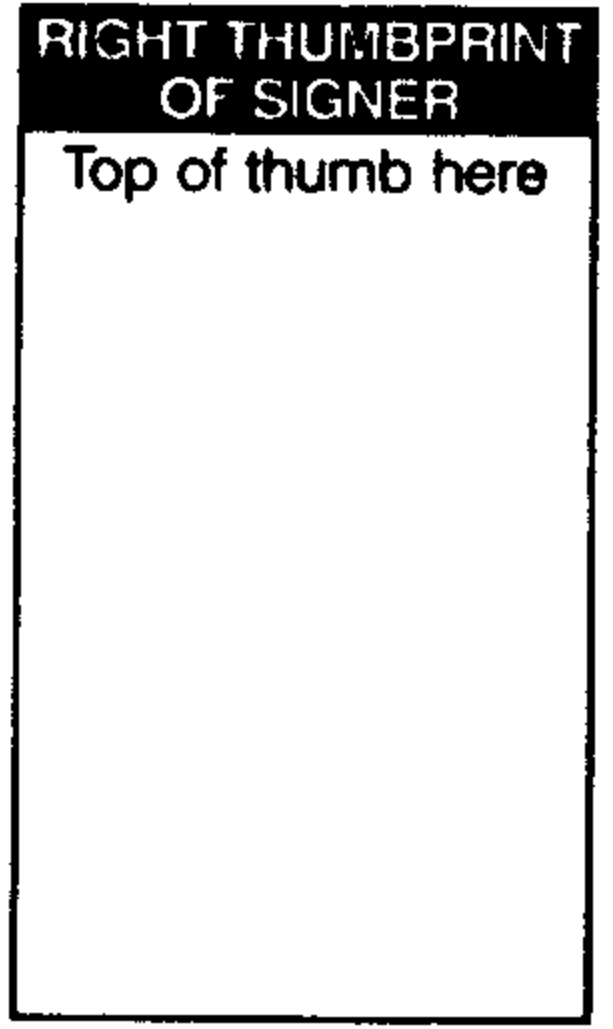
Document Date: 11/98 Number of Pages: 9 plus exhibits

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

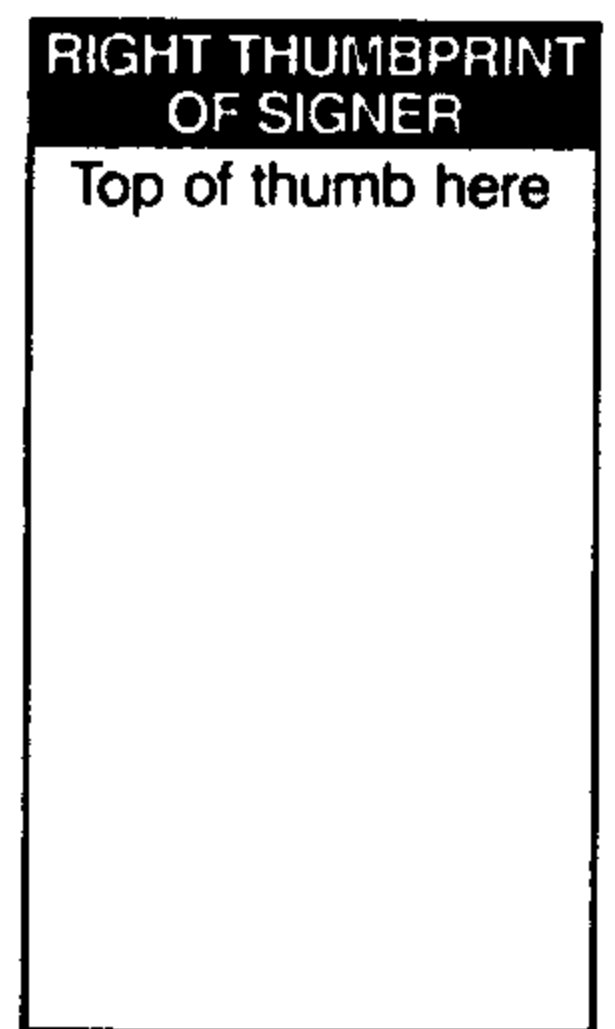
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange } ss.

On January 7, 1999, before me, Priscilla Stierstorfer,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Burt E. Smith & Bruce Broadwater,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Priscilla Stierstorfer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

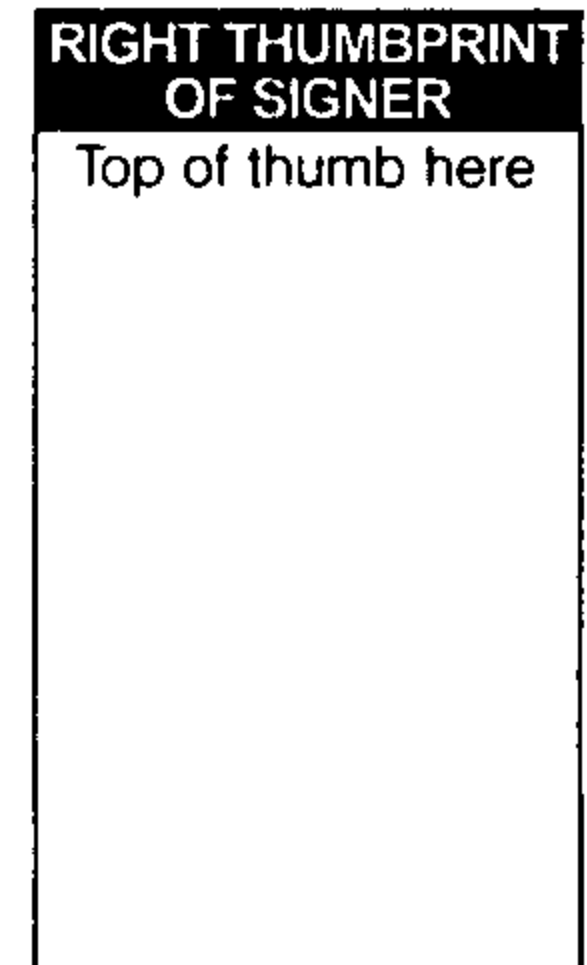
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



Recording Requested By
CITY OF GARDEN GROVE
AND WHEN RECORDED MAIL TO
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842
Attn: Real Property Office
Parcel --)

This is to certify that this document covers City Business within the meaning of Section 6103 of the Government Code.

Portion of 233-171-15
ASSESSOR PARCEL NUMBER

City Clerk's No. _____

By: _____

STREET DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MBP LAND, LLC, a California limited liability company

does hereby GRANT to the CITY OF GARDEN GROVE, a municipal corporation, an easement for public street and highway purposes in, on and over the real property in the City of Garden Grove, County of Orange, State of California, described as

THE EAST 11.00 FEET OF LOT 6 OF TRACT NO. 12084, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 520, PAGES 7 TO 12 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

TO BE KNOWN AS HARBOR BOULEVARD

It is understood that each undersigned grantor grants only that portion of the above described land in which said grantor has an interest.

Dated _____

MBP, LAND, LLC, a California limited liability company

STATE OF CALIFORNIA
COUNTY OF _____ }
S.S.
On _____ before
me,

By: _____
Its: _____

By: _____
Its: _____

a Notary Public in and for said County and State, personally appeared

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

FOR NOTARY SEAL OR STAMP

WITNESS my hand and official seal

Signature _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	George L. Tindall	From:	Les M. Jones II
Dept:	City Manager	Dept:	Public Works
Subject:	Response to City of Anaheim Regarding Harbor Traffic Study	Date:	March 12, 2002

OBJECTIVE

To respond to the City of Anaheim regarding their letter contesting the categorical exemption under the California Environmental Quality Act (CEQA) for the Marriott Hotel on Harbor Boulevard.

BACKGROUND

The City of Anaheim is requesting that the environmental determination for the Marriott Hotel be reevaluated based upon long-term impacts that were not identified in the traffic study. The City of Anaheim based their determination on a study that was done for the Anaheim Resort in 1994. Their traffic study identifies the need for a northbound right-turn-only lane to be constructed on Harbor Boulevard at Orangewood Avenue in order to maintain traffic through the year 2010 built-out of the area. The City of Anaheim has requested that the City of Garden Grove participate in a fair-share agreement for this project. They also contend that without this turn-lane, there would be an increase in cut-through traffic on Wilken Way.

DISCUSSION

The City of Anaheim has based their determination on a study that was done for the Anaheim Resort not the Harbor Hotel District in Garden Grove. The right-turn lane is a mitigation measure for the planned development of the Anaheim Resort and should be conditioned in the development agreement. The proposed right-turn lane does not lie anywhere within Garden Grove city-limits and therefore would not require any fair-share allocations. The increase in cut-through traffic on Wilken Way is also unsubstantiated and can be eliminated using traffic engineering restrictive measures, if it is indeed a serious problem.

SUMMARY

All CEQA procedures were followed and a categorical exemption is appropriate for this project. Staff's determination is valid because the traffic study found that the project would not result in any impacts significant enough to do a long-term study. There is no impact to the City of Anaheim.

LES M. JONES II
Assistant City Manager/Director of Public Works

By: George L. Allen, P.E.
Traffic Engineer

DATE	D. PARISE	NO.	REVISIONS
5/18/02		1	FOR OWNER REVIEW
6/17/02		2	FOR OWNER REVIEW
6/25/02		3	FOR MARKET REVIEW
6/27/02		4	FOR OWNER REVIEW
7/15/02		5	FOR OWNER REVIEW
7/17/02		6	FOR OWNER REVIEW

DATE	REVISIONS	NO.



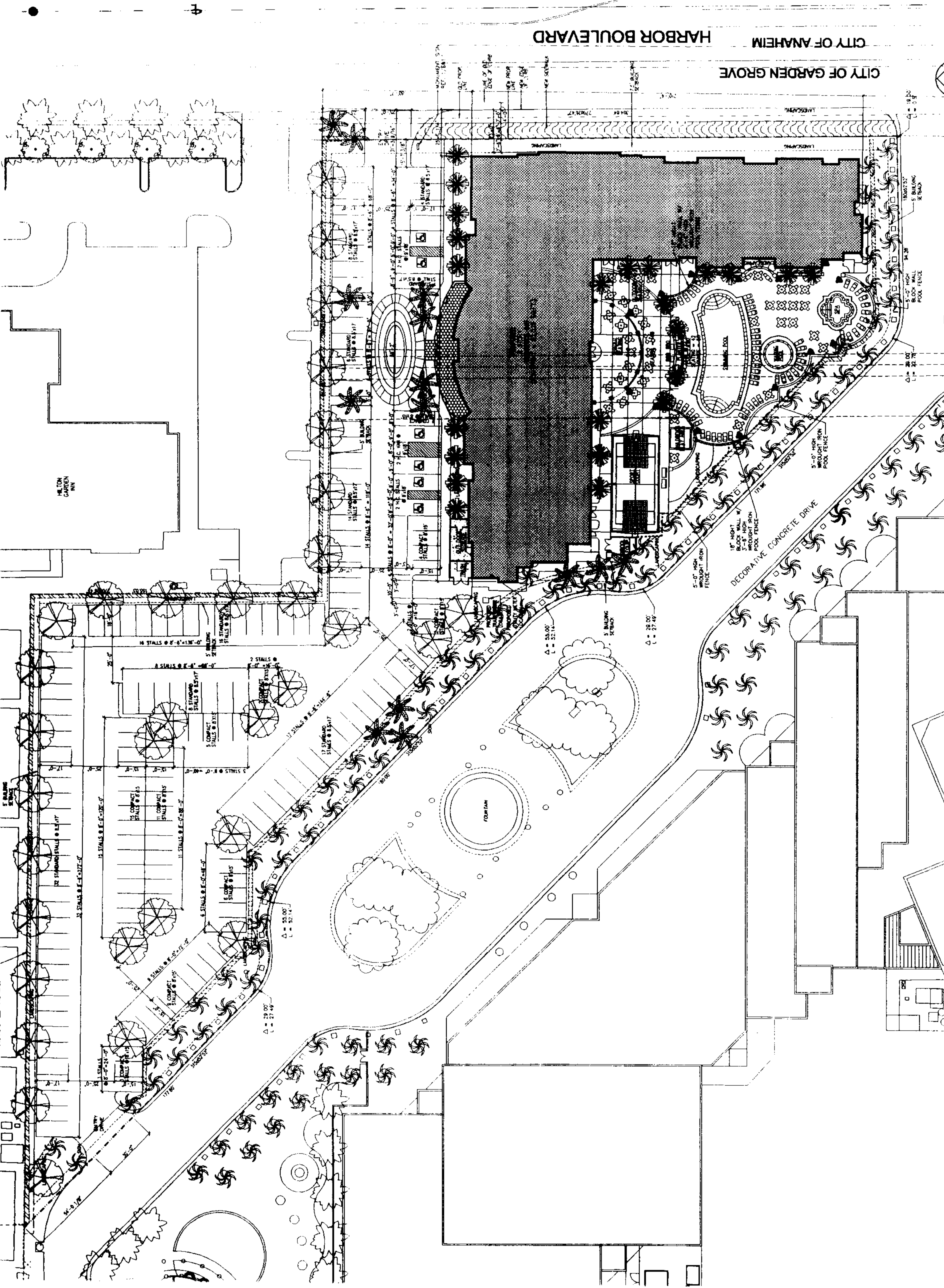
DENNIS D. SMITH, AIA
 1345 RIVERSIDE ROAD, SUITE 101
 ANAHEIM, CALIFORNIA 92805
 PHONE (714) 631-7000 FAX (714) 631-0200

PROGRESS PRINT
 NOT FOR CONSTRUCTION
 DATE: 05.29.02

DISCIPLINE	CHECKED
ARCHITECTURE	
MECHANICAL/ELECTRICAL/PLUMBING	
STRUCTURAL	
LANDSCAPE	
OTHER	

Residence 100
 GARDEN GROVE, CA
 PROJECT NUMBER: 74240
 SHEETS: 17
 1 OF 17

DATE	NO.	REVISIONS



A SITE ARCHITECTURAL PLAN

SITE DATA

SQUARE FOOTAGE	118,800 SQ. FT.
SITE	118,800 SQ. FT.
FOOTPRINT	23,220 SQ. FT.
COVER	9,360 SQ. FT.
BUILDING HEIGHT	50'-0" TYP.
PARKING	141 SPADES
LANDSCAPING	14,100 SQ. FT.
LANDSCAPE PERCENTAGE	23%
STANDARD SPACES	101 (64%)
COMPACT SPACES	61 (17%)
ACCESSIBLE SPACES	8 (1.7%)
TOTAL PARKING SPACES	170 (100%)

NO.	DATE	PURPOSE

FOR CONSTRUCTION:	



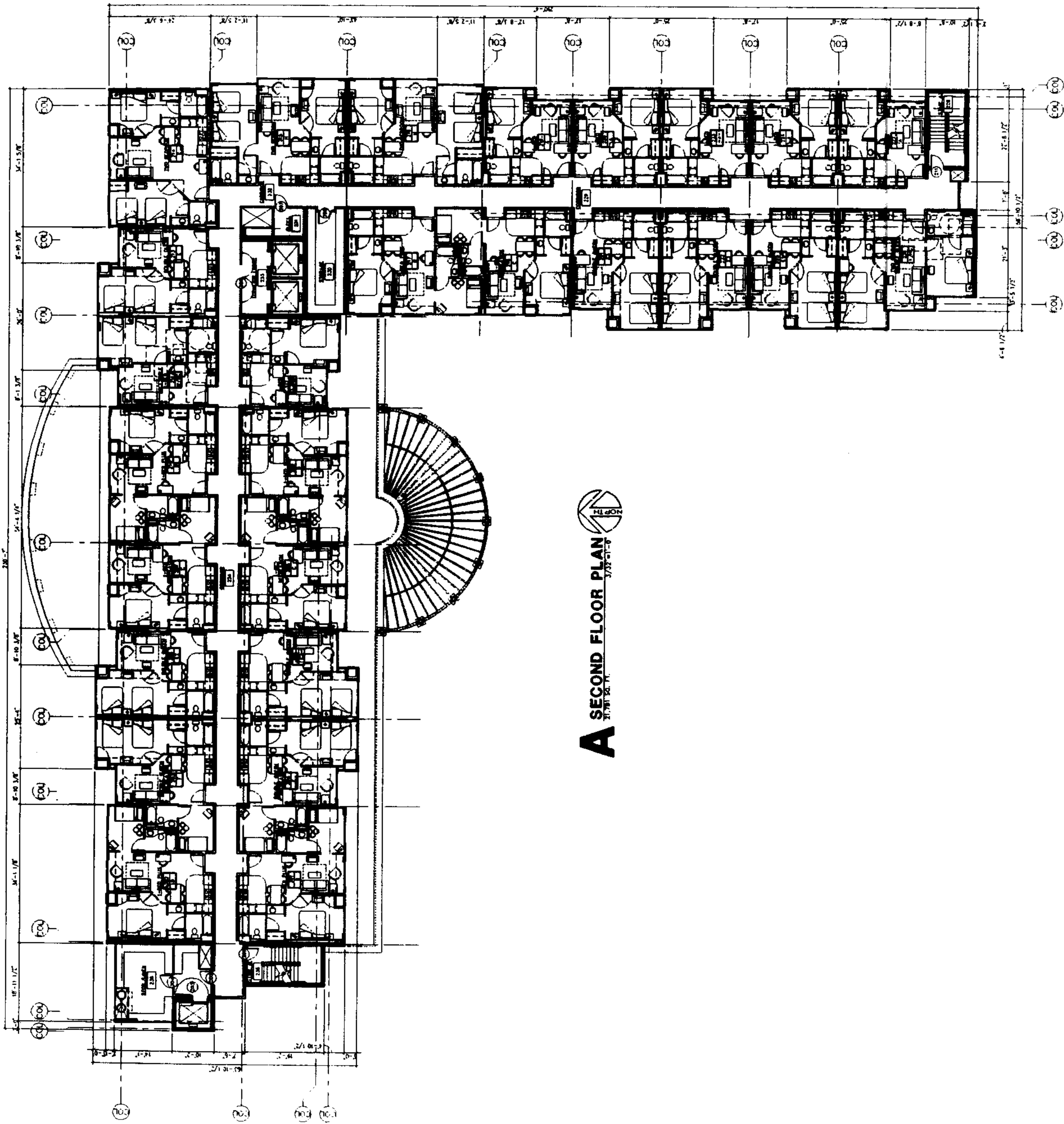
D. J. SMITH, AIA
 248 BENTLEY BLVD., SUITE 100
 COSTA MESA, CA 92626
 (714) 440-0800
 FAX (714) 440-0801

DATE	DRAWN	CHECKED

SKILL	RELATED DRAWINGS

Residence CIBERT GROUP, L.P.	PROJECT NUMBER 712-00
KEY: PLAN	

SECOND FLOOR PLAN
SHEET TITLE SHEET NUMBER A1.2
OF SHEETS



A SECOND FLOOR PLAN
 7/27/91

DATE	REVISIONS	ISSUED
11/17/04	FOR OWNER REVIEW	NO
11/17/04	FOR ARCHITECT REVIEW	
11/17/04	FOR OWNER REVIEW	
11/17/04	FOR ARCHITECT REVIEW	
11/17/04	FOR OWNER REVIEW	
11/17/04	FOR ARCHITECT REVIEW	

DATE	REVISIONS	ISSUED
11/17/04	FOR CONSTRUCTION	



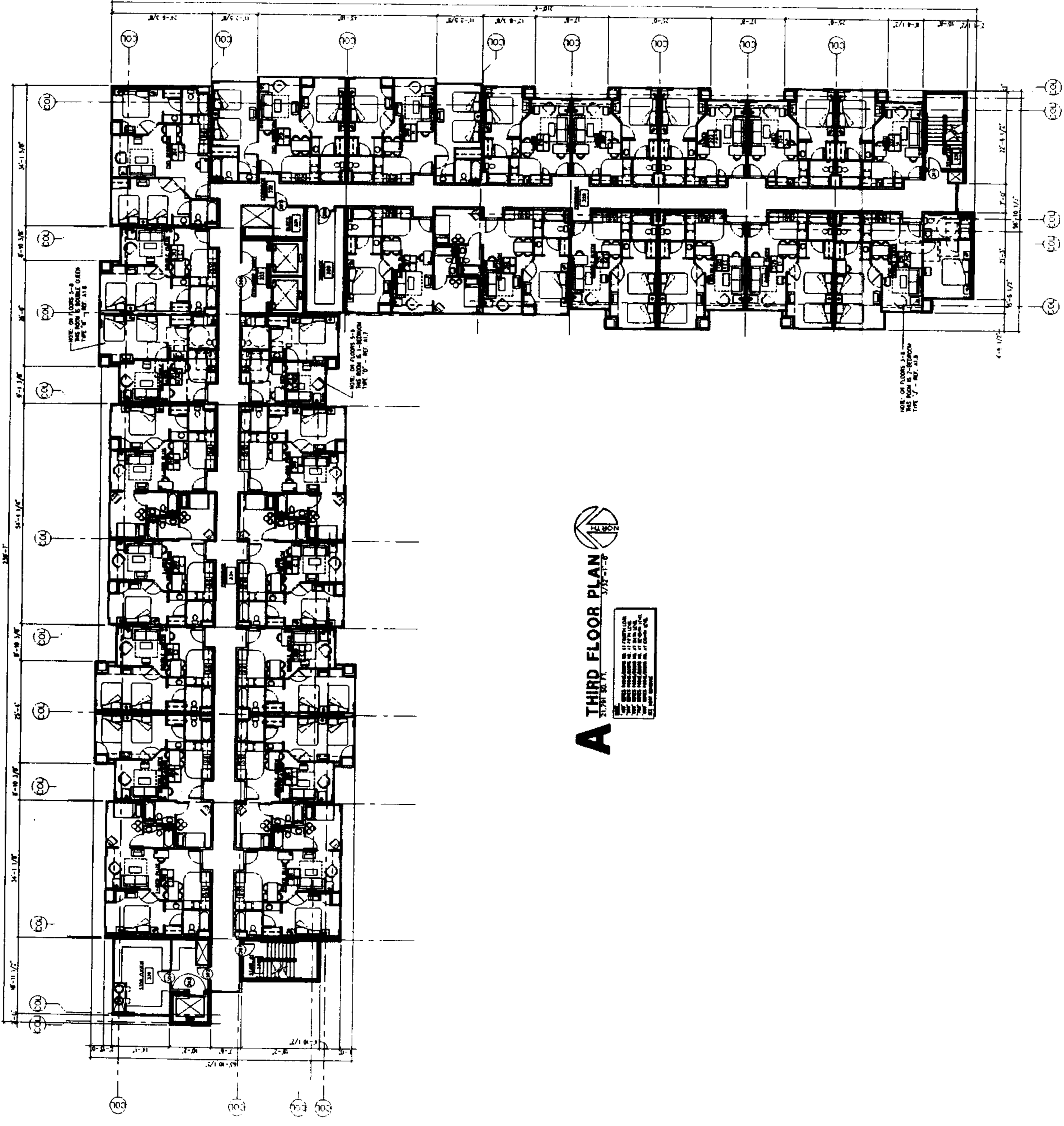
REINHOLD B. SMITH, AIA
 345 RIVERSIDE DRIVE, SUITE 201
 PORTLAND, OREGON 97201
 PHONE (503) 724-8000 FAX (503) 724-8001

DRINK	CREATED
DATE	BY

RELATED DRAWINGS
SHELL
DETAILS
STRUCTURE
MECHANICAL
ELECTRICAL
OTHER

RESISTANCE
 CARPET FABRIC, CO.
 PROJECT NUMBER 72240

A.E.I. PLAN
TYPICAL FLOOR PLAN (FLOORS 3-8)
SHEET NUMBER
A1.3
OF SHEETS



A THIRD FLOOR PLAN
 3/17/04 10/17/04

THIS DRAWING IS THE PROPERTY OF REINHOLD B. SMITH, AIA. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF REINHOLD B. SMITH, AIA.

NOTE ON FLOORS 3-8 HAS ROOM 6-7-89-900
 NOTE ON FLOORS 3-8 HAS ROOM 6-7-89-901

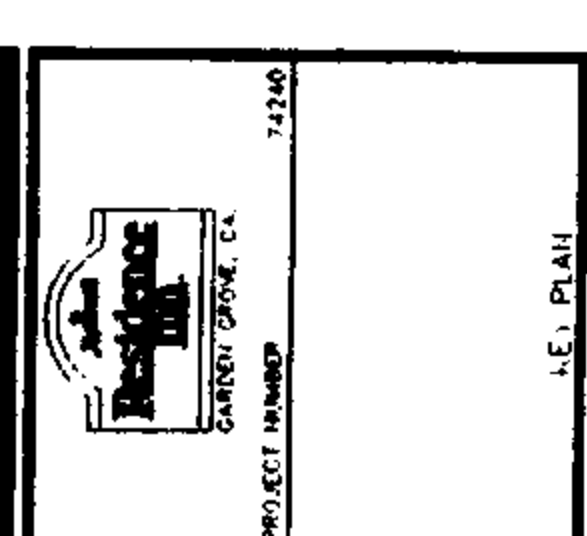
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DATE	DESCRIPTION	
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5/27/14	FOR ARCHITECT REVIEW	2
6/17/14	FOR PERMITS REVIEW	3
7/27/14	FOR CONSTRUCTION REVIEW	4
8/27/14	FOR OWNER REVIEW	5
10/27/14	FOR OWNER REVIEW	6
11/27/14	FOR OWNER REVIEW	7

FOR CONSTRUCTION		NO.
DATE	DESCRIPTION	



ROBERT B. BRYANT, AIA
 ARCHITECT
 245 W. BROAD ST., SUITE 1100
 HOUSTON, TEXAS 77002
 PHONE: (713) 251-1200
 FAX: (713) 251-1201

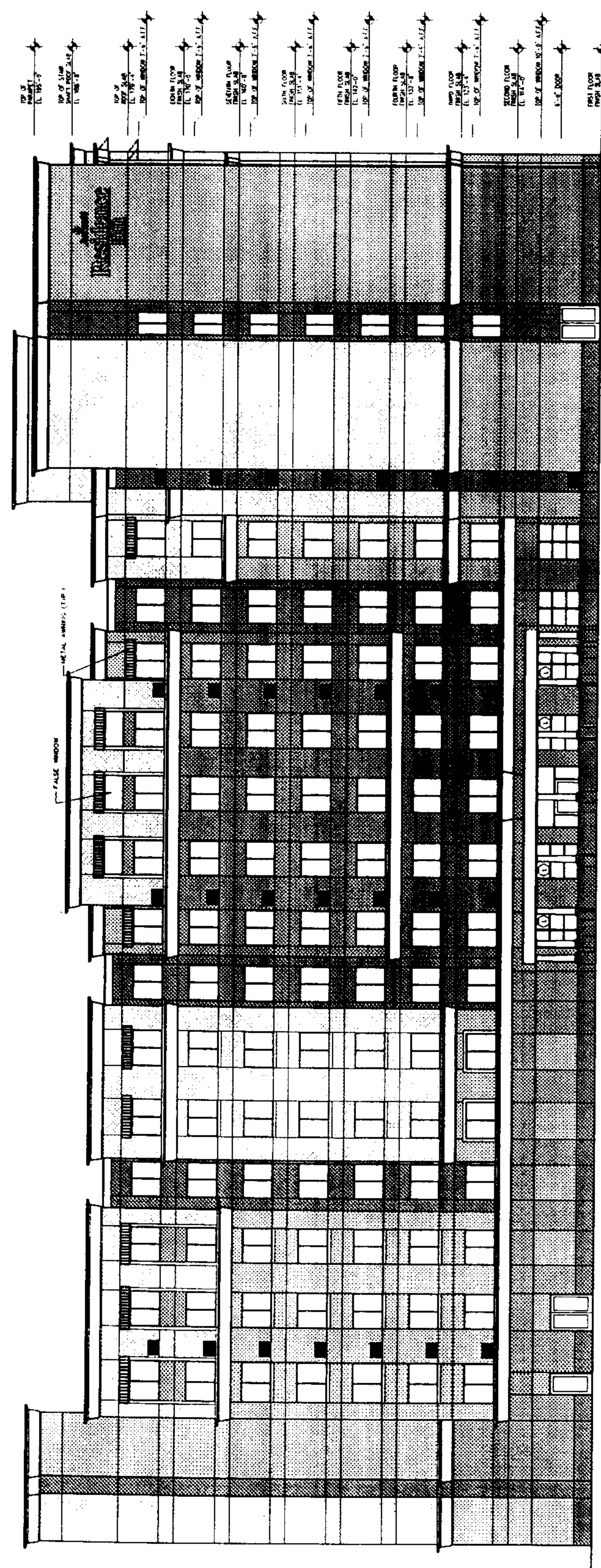
PROJECT NAME	12240
CURRENT DRAWING NO.	
DATE	
BY	
CHECKED BY	
DATE	
PROJECT NUMBER	
OF SHEETS	
RELATED DRAWINGS	
NO.	
DATE	
DESCRIPTION	
NO.	
DATE	
DESCRIPTION	
NO.	
DATE	
DESCRIPTION	



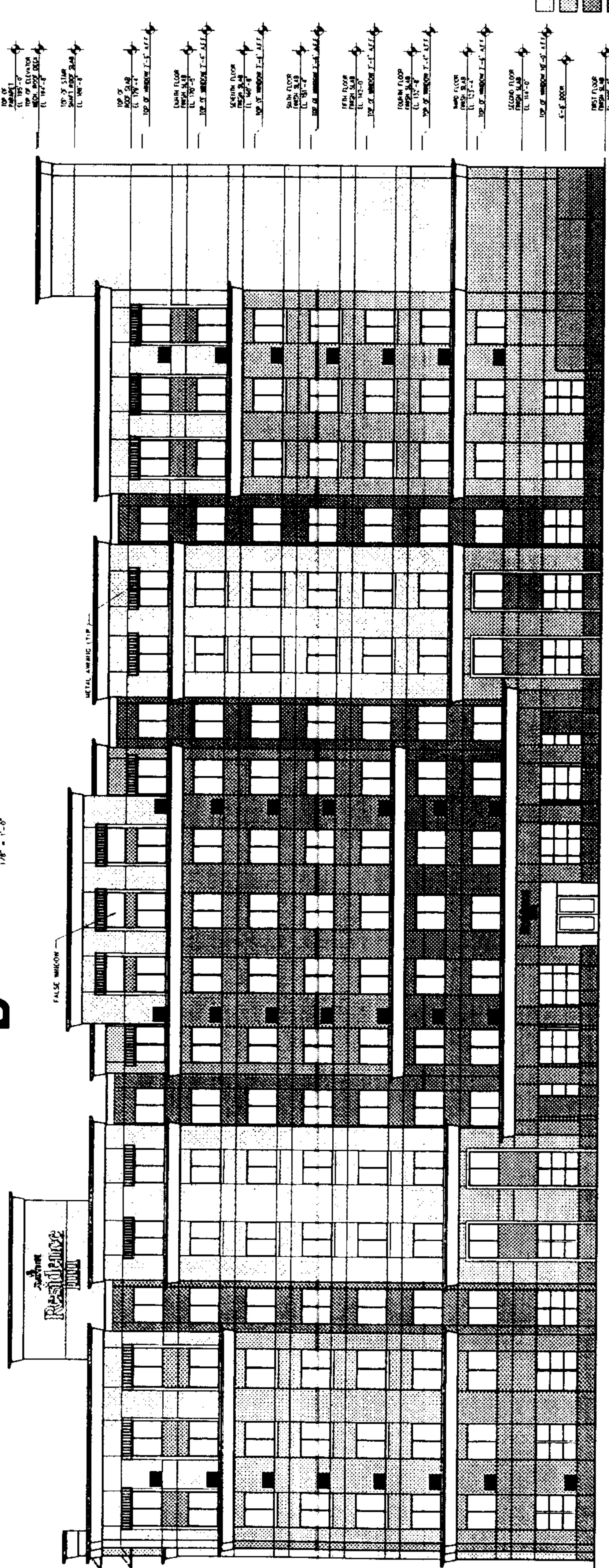
ELEVATIONS	SHEET TITLE	SHEET NUMBER
		A201
		OF SHEETS

KEY

[Pattern]	SPACED COLOR	1-0
[Pattern]	SPACED COLOR	2-0
[Pattern]	SPACED COLOR	3-0
[Pattern]	SPACED COLOR	4-0
[Pattern]	SPACED COLOR	5-0
[Pattern]	SPACED COLOR	6-0
[Pattern]	SPACED COLOR	7-0
[Pattern]	SPACED COLOR	8-0
[Pattern]	SPACED COLOR	9-0
[Pattern]	SPACED COLOR	10-0



B SOUTH ELEVATION
 14 - 150



A NORTH ELEVATION
 16 - 160

NOTE: FOR SPACED IS TOP FOR ALL ELEVATIONS

PRINTS ISSUED	
DATE	PURPOSE
1/2/20	FOR LAND USE PERMIT

FOR CONSTRUCTION	
DATE	REVISIONS



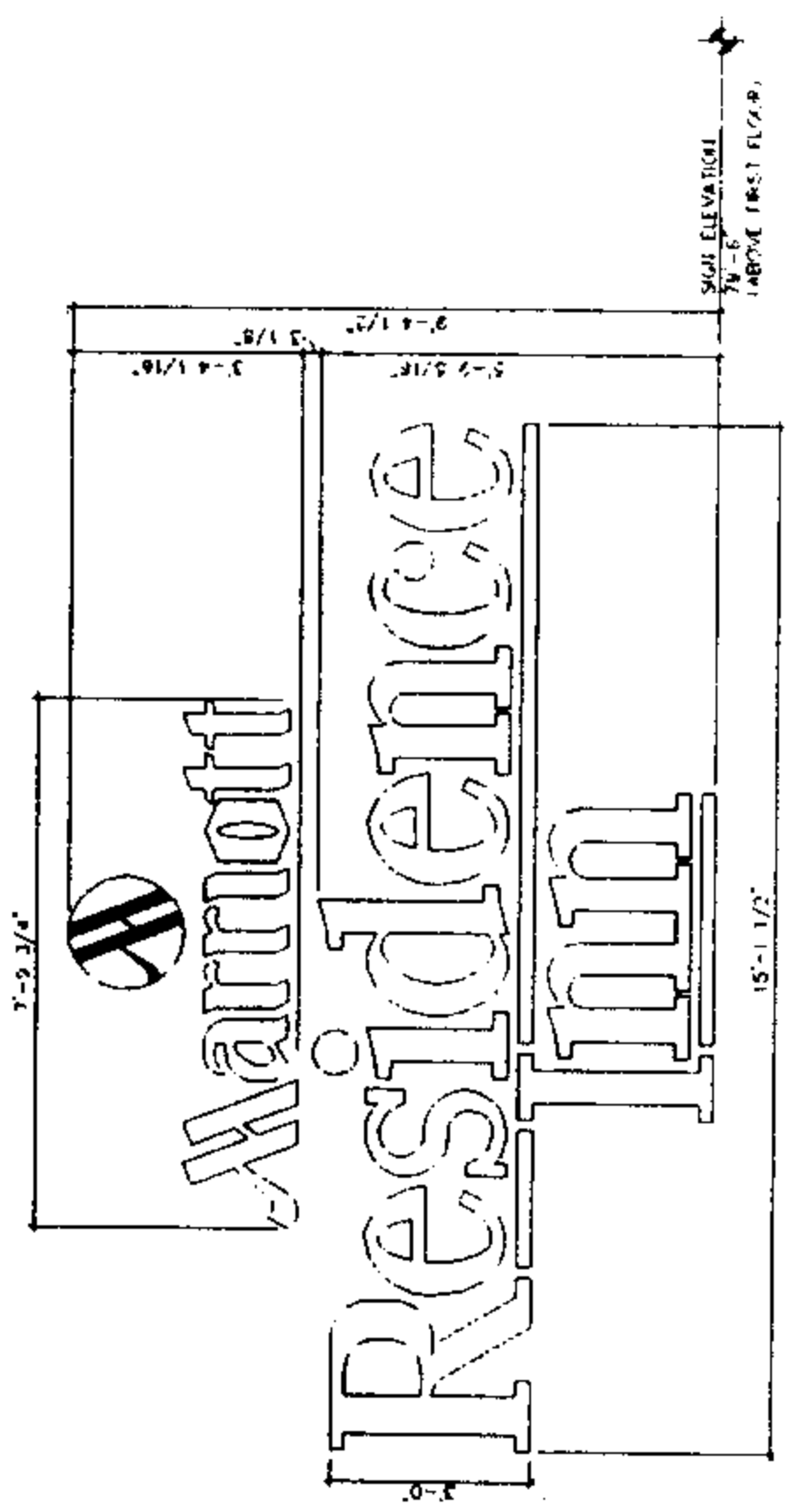
DENNIS B. SMITH, AIA
 246 BREVARD BOULEVARD, SUITE 4700
 FORT LAUDERDALE, FL 33304
 PHONE (954) 372-7800 FAX (954) 372-7800

PROJECT NUMBER	7250
DATE	
CHECKED	
RELATIONSHIP	
DESIGN	
CONSTRUCTION	
DATE	

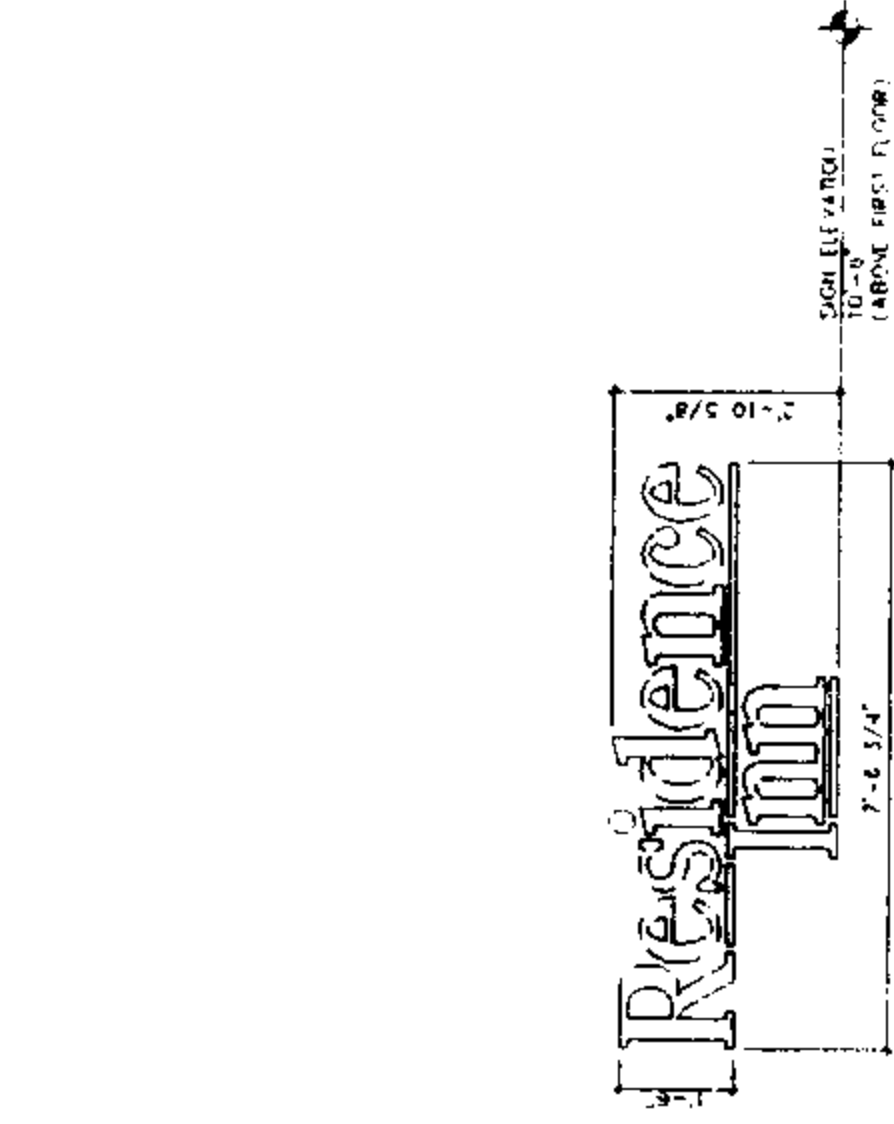
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DATE	
CHECKED	
RELATIONSHIP	
DESIGN	
CONSTRUCTION	
DATE	

PROJECT NUMBER	7250
DATE	
CHECKED	
RELATIONSHIP	
DESIGN	
CONSTRUCTION	
DATE	

PROJECT NUMBER	7250
DATE	
CHECKED	
RELATIONSHIP	
DESIGN	
CONSTRUCTION	
DATE	



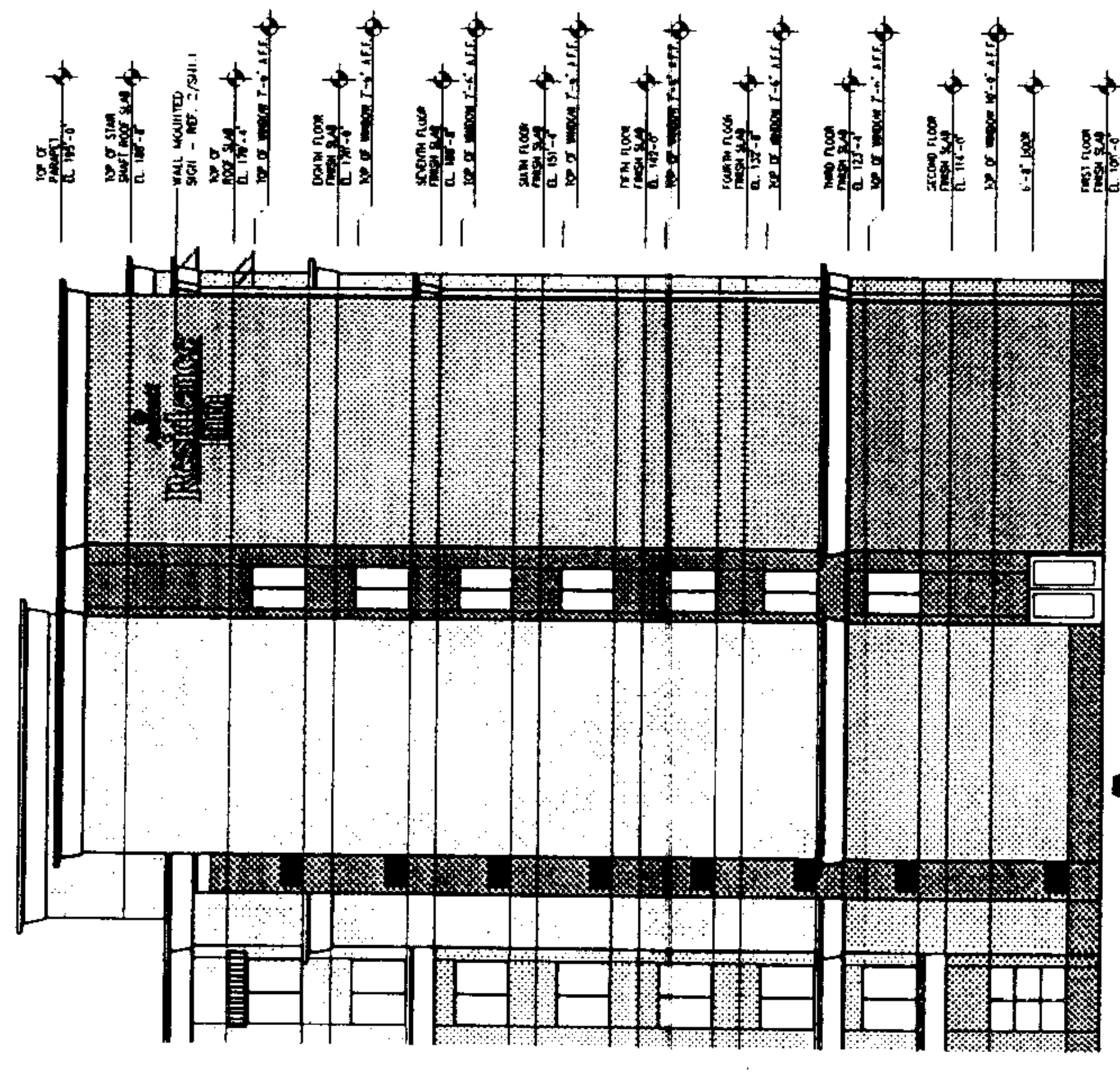
- SMALL NOTES:**
 1. LETTER FACES ARE BURNED BY DAY AND WHITE WHEN ILLUMINATED.
 2. FACE IS FINISHED TO MATCH TRANSPLACENT WHITE LAMINATE TO ACHIEVE MOST ILLUMINATED LETTERS.
 3. UNDERSIDES AT RESIDENCE ONLY LETTERS ARE NON-ILLUMINATED.
 SIGN SQUARE FOOTAGE: 141.0 SQ. FT.



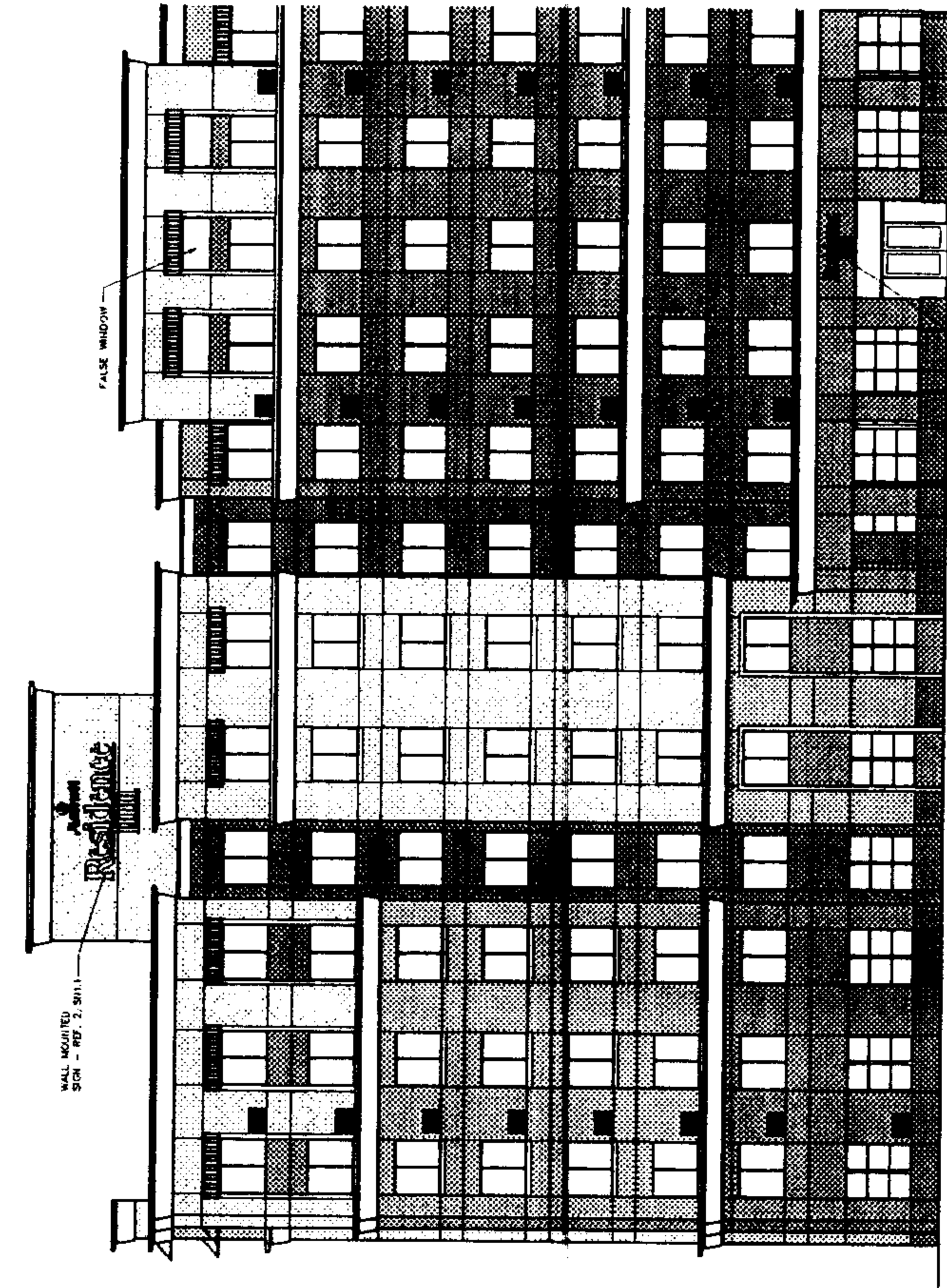
- SMALL NOTES:**
 1. LETTER FACES ARE BURNED BY DAY AND WHITE WHEN ILLUMINATED.
 2. LETTERS ARE WHITE POLYCARBONATE FACES COATED WITH OPaque RESIN. THE BACKGROUND FACE IS THEN SCORDED TO REVEAL TRANSLUCENT WHITE LAMINATE TO ACHIEVE MOST ILLUMINATED LETTERS.
 3. UNDERSIDES AT RESIDENCE ONLY LETTERS ARE NON-ILLUMINATED.

3 BUILDING MOUNTED SIGN
 1/2" = 1'-0"

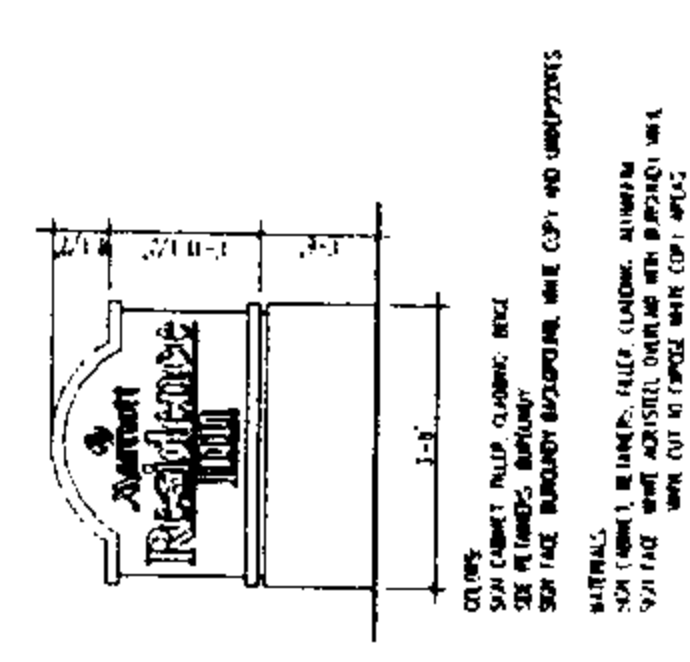
2 BUILDING MOUNTED SIGN
 1/2" = 1'-0"



A SOUTH ELEVATION
 1/2" = 1'-0"



B NORTH ELEVATION
 1/2" = 1'-0"



1 MONUMENT SIGN
 (ILLUMINATED) 1/2" = 1'-0"

PROJECT NUMBER	7250
DATE	
CHECKED	
RELATIONSHIP	
DESIGN	
CONSTRUCTION	
DATE	

DATE	PURPOSE	BY
11/27/94	FOR LAMP USE PRINT	

FOR CONSTRUCTION:

REVISIONS	DATE	BY



BRUNN & MERTZ, AIA
 417 LAUREL STREET, SUITE 200
 ANN ARBOR, MICHIGAN 48106
 PH: 313.963.8300 FAX: 313.963.8301

NO.	DATE	DESCRIPTION

PROJECT NUMBER: 71810

NO.	DATE	DESCRIPTION

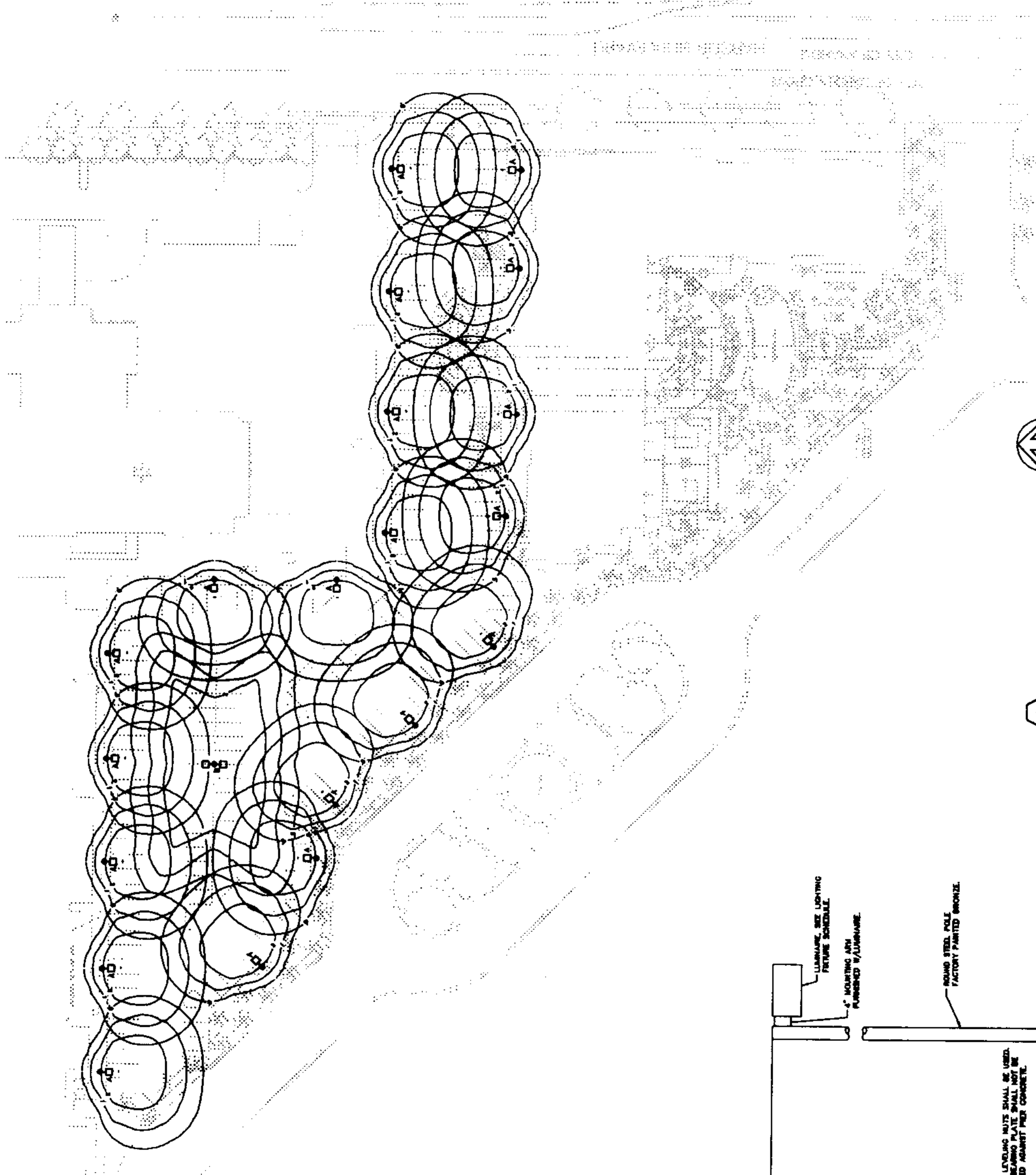
KEY PLAN

NO.	DATE	DESCRIPTION

SITE LIGHTING PLAN

NO.	DATE	DESCRIPTION

SL1.1

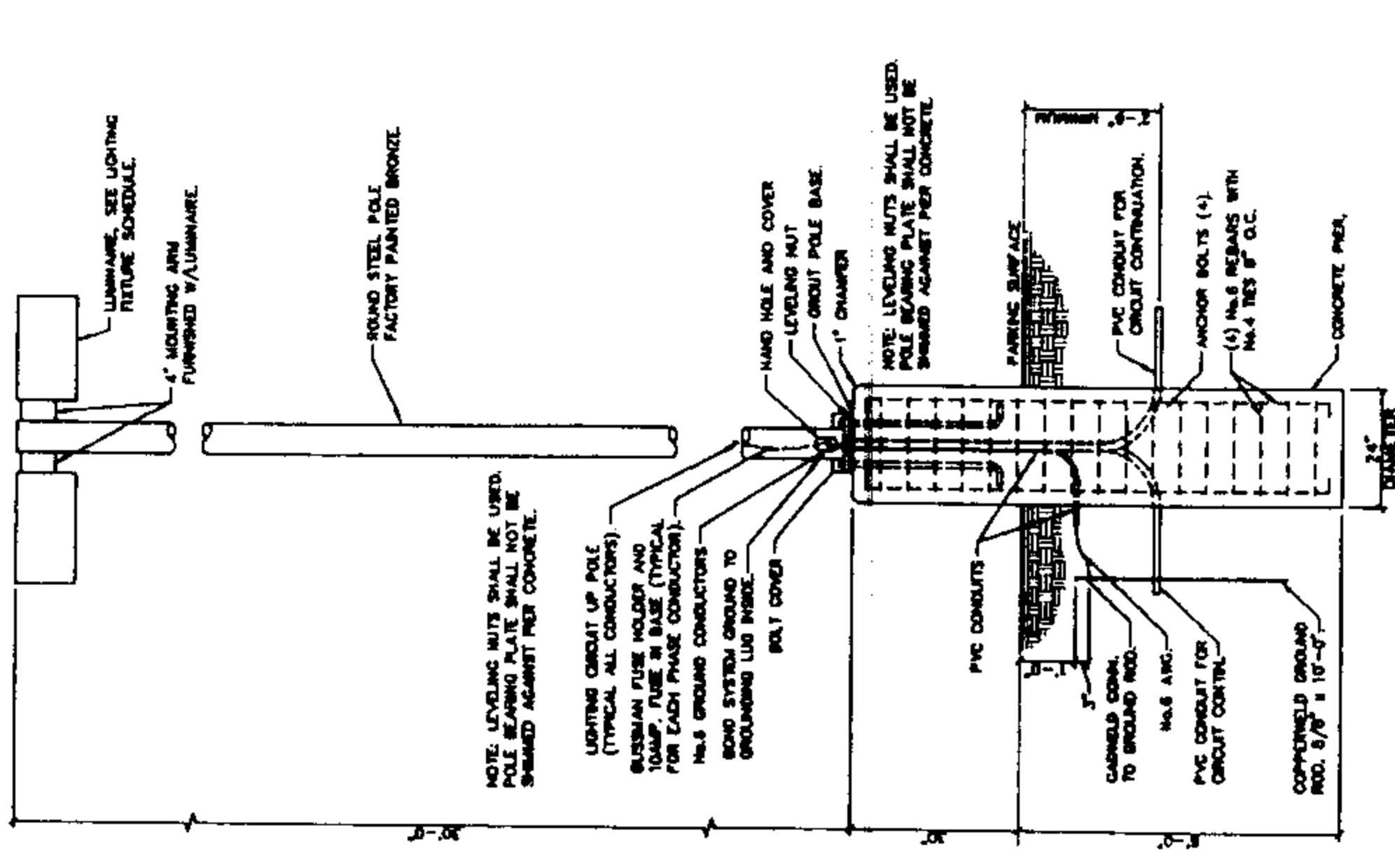


A SITE LIGHTING PLAN

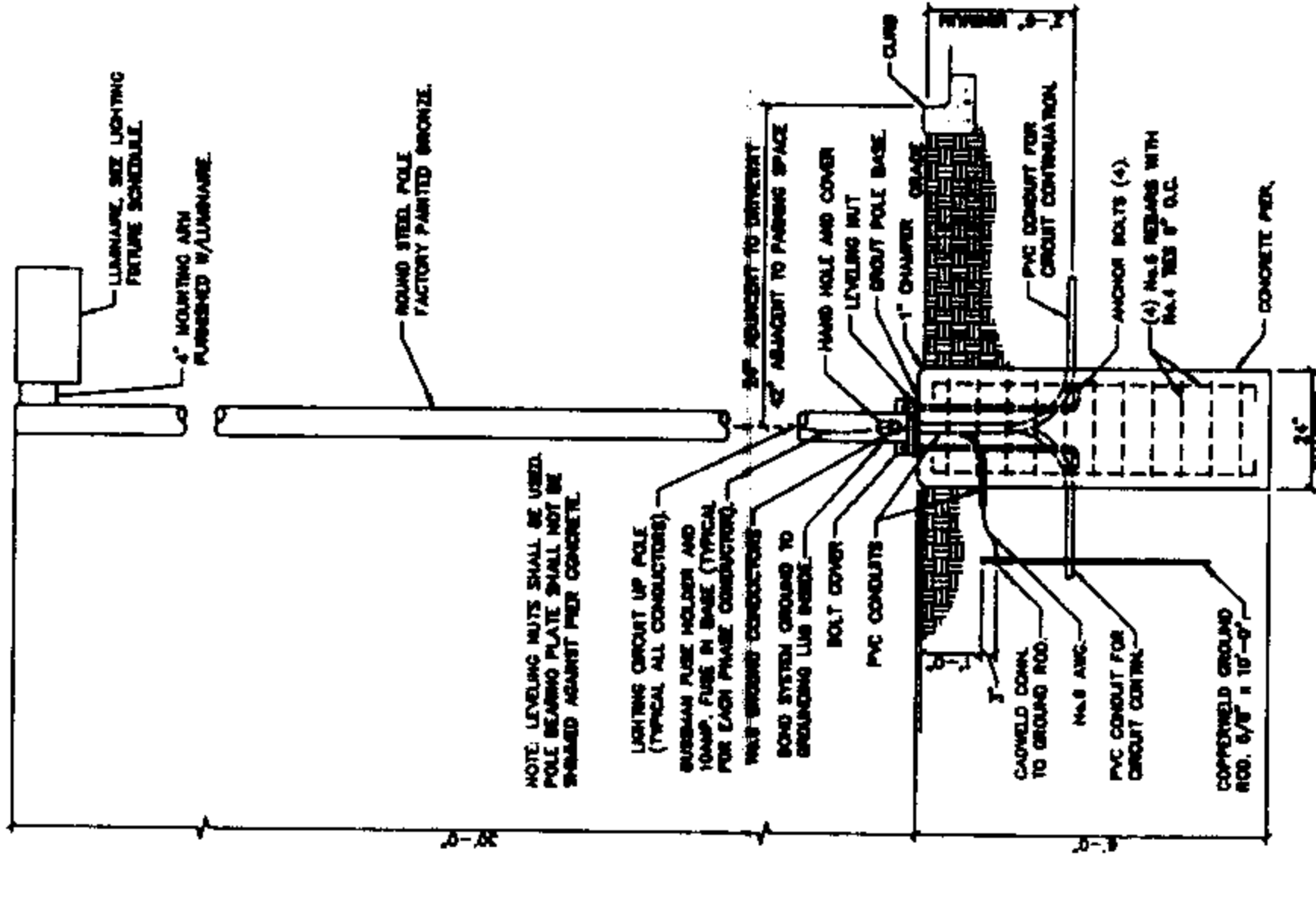
LIGHTING FIXTURE SCHEDULE

LETTER	DESIGN	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMPS	NO.	TYPE	MOUNTING	FINISH TRIM	TOTAL WATTS	REMARKS
A		HARBELL	8324	120V	1	1	OBSCURE			430	
B		HARBELL	8324	120V	2	2	OBSCURE			860	

REMARKS: HARBELL 8324-83243 USE 100W DARK BRONZE



C POLE BASE DETAIL - FIXTURE TYPE 'B'



B POLE BASE DETAIL - FIXTURE TYPE 'A'

COMMUNITY DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO.: C.2.	SITE LOCATION: W/\$ Harbor Blvd., N/O Chapman Ave. @ 11931 Harbor Blvd.
HEARING DATE: December 6, 2001	GENERAL PLAN: Recreation Commercial
CASE NO.: SP-300-01 & Development Agreement	ZONE: PUD-104-82
APPLICANT & PROPERTY OWNER: Rigg, LLC.	CEQA DETERMINATION: Exemption

REQUEST:

The applicant, Rigg, LLC. requests approval of a Site Plan and a Development Agreement to construct a 200-room, 8-story, Marriott Residence Inn Hotel.

CODE SECTIONS:

The following code sections apply to this project:

1. 9.24.030.D.3 - Site Plans
2. Government Code Section 65864 - Development Agreement

PROJECT STATISTICS:

<u>PROJECT CRITERIA</u>	<u>ACTUAL</u>	<u>MEETS CODE</u>	<u>DOES NOT MEET CODE</u>	<u>VARIANCE REQUEST</u>	<u>CONDITION OF APPROVAL</u>
<u>LOT SIZE (TOTAL):</u>	2.73 acres	X			
<u>BUILDING SIZE:</u>	173,007 s.f	N/A			
<u>BUILDING HEIGHT:</u>	95' (8 story)	X			
<u>BUILDING SETBACKS: (N, S, E, W):</u>	72', 19', 7'-6", 5'	X			
<u>LANDSCAPING: (Parking Area)</u>	15,105 s.f. (23%)	X			
<u>PARKING:</u>	170	X			
Standard:	104				
Compact:	60				
Handicap:	6				

BACKGROUND:

The property is located on the west side of Harbor Boulevard, north of Chapman Avenue, and consists of two irregular shaped parcels (Parcel Nos. 14 and 15). The site is located between the Hilton Garden Inn and Hyatt Alicante Hotel. The property is zoned Planned Unit Development, and is approximately 2.73 acres in size. The subject property is currently improved with a parking lot. This parking lot was previously utilized by the former office development in the Hyatt Alicante complex.

In November 1998, the Planning Commission approved a minor modification to a Site Plan to allow the conversion of a 10-story office building to a 279-room all suites hotel as part of the Hyatt Alicante Hotel development. The conversion of the office building to an all-suites hotel reduced the overall parking requirement by 468 spaces. As a result, the applicant is proposing to utilize an area containing parking spaces that are no longer needed for the Hyatt Alicante complex for the development of the Marriott Residence Inn.

DISCUSSION:

SITE PLAN:

Site and Building Design:

The applicant is proposing to construct a 200-room, 8-story, "L" shaped hotel facility. The Marriott Residence Inn is a nationally recognized hotel development that offers competitive rates for both business and leisure travelers. The hotel provides many standard amenities and services including free continental breakfast buffet, an extensive courtyard area, an indoor fitness center, meeting rooms, cable television, in room data ports, fax and copy service, and in-room cooking facilities.

The courtyard consists of swimming and wading pools and a spa, a sport court; and overflow seating areas for the breakfast buffet.

The proposed hotel facility has a main lobby, front desk, and registration area, a gift shop, a fitness room, meeting rooms, a kitchen, indoor and outdoor dining areas, guest laundry room, a game room, a hotel laundry facility, and guest rooms located on the first floor of the building. The remaining floors of the hotel will contain guest rooms.

The exterior treatment of the Marriott Residence Inn will reflect a contemporary theme with stucco walls, decorative metal type awnings, and cornice accents. The building elevations incorporate various architectural elements that add visual interest to the building.

Landscaping and Lighting:

The applicant proposes to provide a total of 15,105 square feet (23%) of parking lot landscaping, exclusive of the landscape setback area along Harbor Boulevard.

Adjacent to the building, a variation from 7'-6" to 12'-6" of landscaped setback will be provided along Harbor Boulevard, and a minimum 5-foot landscaped setback will be provided along the interior property lines which integrate the subject property with the existing landscaping setback along the Hyatt Alicante property.

The preliminary landscaping plan for the project proposes abundant use of date palms and Chinese flame trees along the public and private landscape areas along Harbor Boulevard. As a condition of approval, the applicant is required to provide trees throughout the parking lot and in the landscape setback areas along Harbor Boulevard. All landscape treatments in areas located adjacent to Harbor Boulevard are also conditioned to be designed in accordance with the Harbor Boulevard Urban Design Plan which is consistent with the hotel developments located adjacent to Harbor Boulevard.

The lighting plan for the project will be required to incorporate special lighting treatments, including palm and canopy tree up lighting to highlight the project's main entry area. In addition, the project is conditioned to incorporate similar lighting treatments on the north and east hotel elevations to highlight façade elements and achieve a dramatic nighttime effect.

Circulation, Parking, & Refuse Storage:

The hotel's vehicular access is from Harbor Boulevard. The primary access to the hotel will be through the hotel's main entrance located on the north side of the building.

In reference to parking, a prior study evaluated parking demands of hotels in the Disneyland area and reviewed Urban Land Institute (ULI) standards. Based upon this review, the study determined that a parking ratio of 0.8 parking stalls per hotel room was sufficient to meet each hotel's respective parking demands. Based on the parking ratio of 0.8 parking stalls per hotel room, the site is required to provide a total of 160 parking spaces. A total of 170 on-site parking spaces are provided.

The proposed hotel development is likely to increase vehicle trips and traffic congestion in the immediate area. A focused traffic study to address any potential impact generated by the project will be prepared to satisfy the Public Works Department. The parking study will be completed prior to the issuance of building permits for the hotel.

The trash enclosure for the development will be located near the northwest corner of the site. The walls of the trash enclosure are required to be constructed to match the hotel building. Trash pick up is required to occur a minimum of 3 times per week.

Signage:

As part of the development application, the applicant is proposing 3 wall signs and one monument sign for the hotel facility. The wall signs will be mounted on the north, east, and west elevations and will be visible from Harbor Boulevard and Chapman Avenue.

DEVELOPMENT AGREEMENT:

The proposed hotel development requires the applicant to enter into a Development Agreement with the City. The applicant will be guaranteed that they will be able to construct the proposed hotel development within the time frame specified in the OPA and the City will receive a development impact payment.

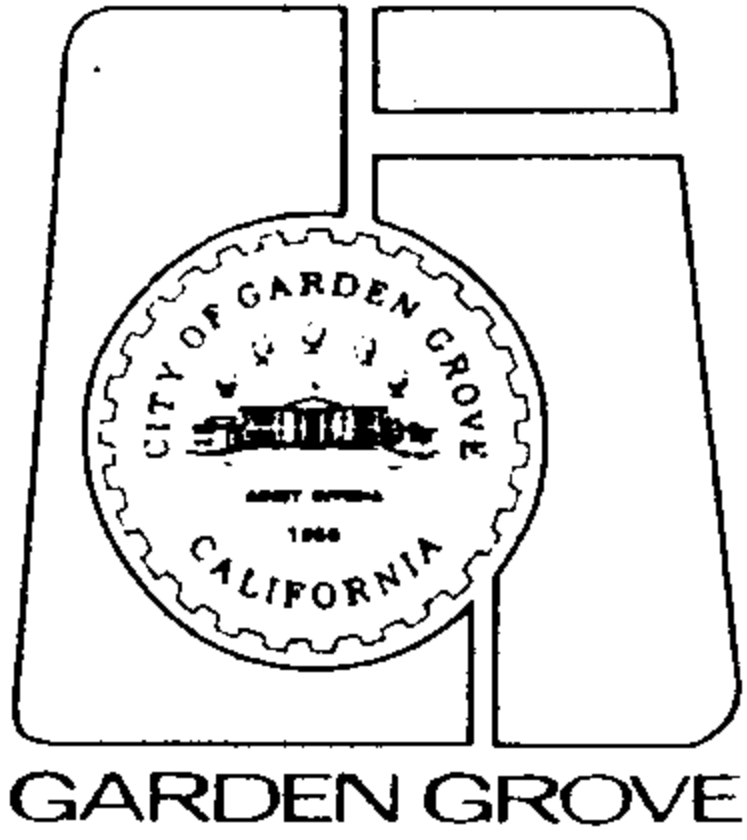
RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Approve Site Plan No. SP-300-01, subject to the recommended conditions of approval; and
2. Recommend approval of the Development Agreement to the City Council.

GLEN KRIEGER *AK*
Planning Services Manager


By: Rosalinh M. Ung
Urban Planner



CITY OF GARDEN GROVE

Bruce A. Broadwater
Mayor

Van T. Tran
Mayor Pro Tem

William J. Dalton
Councilman

Mark Leyes
Councilman

Mark Rosen
Councilman

(714) 741-5040

October 31, 2002

Rigg Hotel, LLC
Attn: Managing Member
650 Town Center Drive, Suite 1720
Costa Mesa, CA 92626

Enclosed is a copy of the Development Agreement by and between the City of Garden Grove and Rigg Hotel, LLC for property located on Harbor Boulevard.

The Agreement was approved by the City Council on April 2, 2002.

Sincerely,

Ruth E. Smith
City Clerk

A handwritten signature in cursive script, reading 'Priscilla Stierstorfer'. The signature is written in black ink and is positioned above the typed name and title.

By: Priscilla Stierstorfer
Deputy City Clerk

Enclosure

c: Finance Department
~~Community Development/Planning~~

COMMUNITY DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO.	SITE LOCATION NWC Chapman Avenue and Harbor Boulevard at 100 & 300 Plaza Alicante
HEARING DATE November 18, 1998	GENERAL PLAN Recreation Commercial
CASE NO. PUD-104-82	ZONE PUD-104-82
APPLICANT Gateway Properties	
OWNER Gateway Properties	CEQA DETERMINATION Negative Declaration

REQUEST:

The applicant is proposing a modification to the Site Plan approved as part of Planned Unit Development No. PUD-104-82 to convert the existing 10-story, 190,424 square foot office building to a 279-room all-suites hotel with ancillary uses.

BACKGROUND:

The property is located at the northwest corner of Harbor Boulevard and Chapman Avenue. The site has a General Plan Land Use designation of Recreation Commercial and is zoned Planned Unit Development No. PUD-104-82. This PUD covers approximately 29.9 acres, including a 12 acre site currently improved with a golf driving range. The Hyatt Alicante Hotel, the office building, freestanding restaurant, and parking facilities cover approximately 16.7 acres. The original development application also included the certification of an Environmental Impact Report (EIR) which analyzed the potential environmental impacts created by the implementation of the hotel and office building.

The original approval of this PUD included a site plan for the construction of the existing 400-room hotel (Hyatt Alicante) and the 10-story, 190,424 square foot office building which are connected by an atrium. The hotel and office building were completed in 1986; a freestanding restaurant, which is located along Chapman Avenue, was constructed in 1987. The current General Plan land use designation and zoning of the site allow a variety of recreation and commercial uses, including hotels.

Hotels are permitted by right in this Planned Unit Development. Inasmuch as there are no additions to the existing buildings, no Site Plan application is required. However, the original site plan, which was approved as a part of the PUD, was for an office building at this location. With the proposed conversion of the office building to a hotel use, the applicant is required to obtain the approval of a modification to the approved plans.

DISCUSSION:

The proposed hotel would contain 279 guest rooms, food service, conference facilities and meeting rooms. All of the proposed improvements to accommodate the hotel would be contained wholly within the existing building. As a part of this conversion that applicant would also refurbish the atrium area and construct a new pool southwest of the atrium. No exterior modifications are proposed for the building.

As stated previously, the original project also included certification of an EIR. The EIR discussed, in detail, the issues surrounding the abandoned landfill (Longsdon Pit) which adjoins the project site to the northwest. The EIR contained specific mitigation measures for construction on this site as well as ongoing maintenance issues pertaining to methane gas generated by the landfill. The EIR also addressed a variety of environmental issues including traffic and circulation, parking, and public services.

Landfill:

Approximately 12 acres of land within this PUD were utilized as a landfill from 1957 to 1960. The landfill site is improved with a golf driving range and parking for the existing development. The landfill area does not directly affect the proposed pool area or interior modifications.

The previous EIR for the development of the hotel and office complex and a subsequent Landfill Gas Analysis identified migrating gases from the landfill area. In order to reduce the potential impacts related to these migrating gases all construction activities on the site were required to adhere to an Operations Plan and Safety Plan. During excavation for the pool area, the developer shall comply with the Operations and Safety Plan as originally approved.

Traffic, Circulation and Parking:

The two vehicular access points nearest the intersection of Harbor Boulevard and Chapman Avenue lead into a pedestrian and vehicular corridor. Along with being a significant design feature, this corridor serves as the primary access to the hotels and atrium. The project also proposes to preserve the remaining vehicular access points along Harbor Boulevard and Chapman Avenue. The traffic and circulation patterns will remain virtually unchanged with several points of ingress and egress from the site.

The development provides approximately 1,357 surface parking spaces which furnish parking facilities for the freestanding restaurant located adjacent to Chapman Avenue, the existing 400-room Hyatt Alicante Hotel and ancillary uses, the atrium area, and the office building.

Based on Title 9 parking ratios, the existing office building would be required to provide 920 parking spaces. The proposed 279 room hotel would be required to provide only 279 parking spaces with an additional 173 spaces for the conference facilities - a decrease in parking demand by 468 spaces. The proposed conversion of the office building to an all-suites hotel would create a surplus of parking spaces. Therefore, no additional parking facilities are needed to accommodate the proposed hotel and ancillary uses.

The applicant has indicated the possibility of charging a fee for parking within this development. Title 9 permits this type of use with the approval of a Conditional Use Permit. If the developer/operator decides to charge a fee for parking, Conditional Use Permit approval would be required prior to establishing such a use.

Public Services:

All public facilities required for the implementation of the hotel and office complex were installed during the construction of the development.

As a part of the numerous development proposals along the Harbor Corridor, the City had the existing sewer system in this area studied. The study analyzed the potential impacts resulting from the existing development, the proposed hotel developments, Riverwalk, and the conversion of the Hyatt office building to an all-suites hotel. The study noted that the existing sanitary sewer system(s) serving the area are at, or near, capacity and would not be able to accommodate the additional flows. The study also recommended possible mitigation measures which required the construction of new sewer lines in the area.

The Garden Grove Agency for Community Development has received a grant for the construction of a variety of public improvements along Harbor Boulevard, including new sewer facilities in the Harbor Boulevard right-of-way. This new local sanitary sewer line will connect to existing lines located within Garden Grove Boulevard which then would deposit the effluent into the County trunk lines. This new sanitary sewer line will provide sewerage for all the new development along Harbor Boulevard, including the approved hotels in the immediate area and the proposed Riverwalk Entertainment Complex which would be located south of the project site along Harbor Boulevard. Construction of the new sewer line is anticipated to be completed in 1999.

SUMMARY:

A long-standing major issue for properties along the Harbor Corridor is the redevelopment of the area. In general, the recommendations contained in the General Plan are for the redevelopment of the area as an attraction for residents, tourists and visitors to the region; intensification of uses at the northern boundaries of the City in order to capture the benefits

of the tourist trade generated by Disneyland and the Anaheim Convention Center; capturing the benefits of the Disneyland and Convention Center Expansion projects, creating a tourist-serving commercial node; and addressing under-utilized and deteriorated commercial properties in the area. The conversion of the office building to a hotel would further these goals.

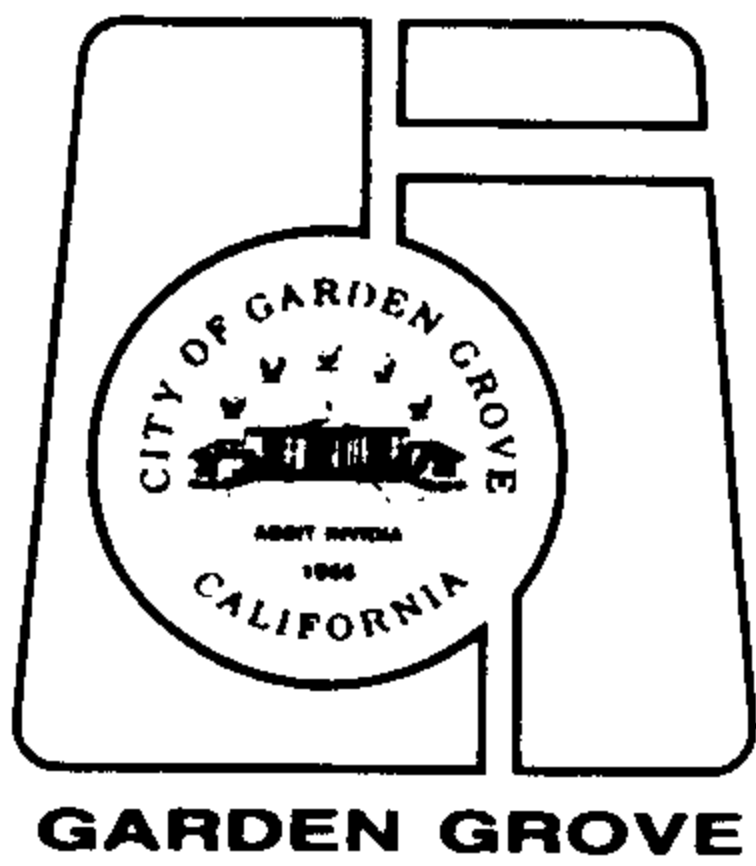
RECOMMENDATION:

Staff recommends that the Planning Commission take the following action:

1. Approve the Minor Modification to the Site Plan approved as part of Planned Unit Development No. PUD-104-98. The developer is subject to the original conditions of approval on the project as well as those imposed through the Owner Participation Agreement with the Redevelopment Agency for the conversion of the office building to a hotel.

MILLIE SUMMERLIN
Planning Services Manager

By: Paul Wernquist
Associate Planner



CITY OF GARDEN GROVE

Bruce A. Broadwater
Mayor

Mark Rosen
Mayor Pro Tem

William J. Dalton
Councilman

Mark Leyes
Councilman

Van T. Tran
Councilman

(714) 741-5312

November 30, 2001

CERTIFIED MAIL

Rigg, LLC
650 Town Center Drive #1720
Costa Mesa, CA 92626

SUBJECT: For Public Hearing Before the Planning Commission
Case No.: Site Plan No. SP-300-01
Date & Time: December 6, 2001, 7:00 p.m.
Place: City Council Chamber, Garden Grove Community Meeting
Center, 11300 Stanford Avenue, Garden Grove

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

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

Sincerely,

Glen Krieger

Glen Krieger
Planning Services Manager

Enclosure

c: Steven N. Barklis

SENDER: COMPLETE THIS SECTION	USE THIS SECTION ON DELIVERY		
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Received by (Please Print Clearly)	B. Date of Delivery	
	C. Signature x <i>Guah Wright</i>		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: STEVEN N. BARKLIS 4590 MACARTHUR BLD. #500 NEWPORT BEACH CA 92075	D. Is delivery address different from item 1? If YES, enter delivery address below:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
	4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)	7099 3400 0017 4430 0913		
PS Form 3811, March 2001		Domestic Return Receipt	102595-01-M-1424

SENDER: COMPLETE THIS SECTION	USE THIS SECTION ON DELIVERY		
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Received by (Please Print Clearly)	B. Date of Delivery	
	C. Signature x <i>F. Caswell</i>		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: RIGG, LLC 650 TOWN CENTER DR. #1720 COSTA MESA CA 92626	D. Is delivery address different from item 1? If YES, enter delivery address below:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
	4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)	7099 3400 0017 4430 0906		
PS Form 3811, March 2001		Domestic Return Receipt	102595-01-M-1424

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7099 3400 0017 4430 0913

[Redacted]

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

Total Pc

Recipient STEVEN N. BARKLIS
 4590 MACARTHUR BLD. #500
 Street, Ap NEWPORT BEACH CA 92075
 City, State

PS Form 3800, Feb 03 Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7099 3400 0017 4430 0906

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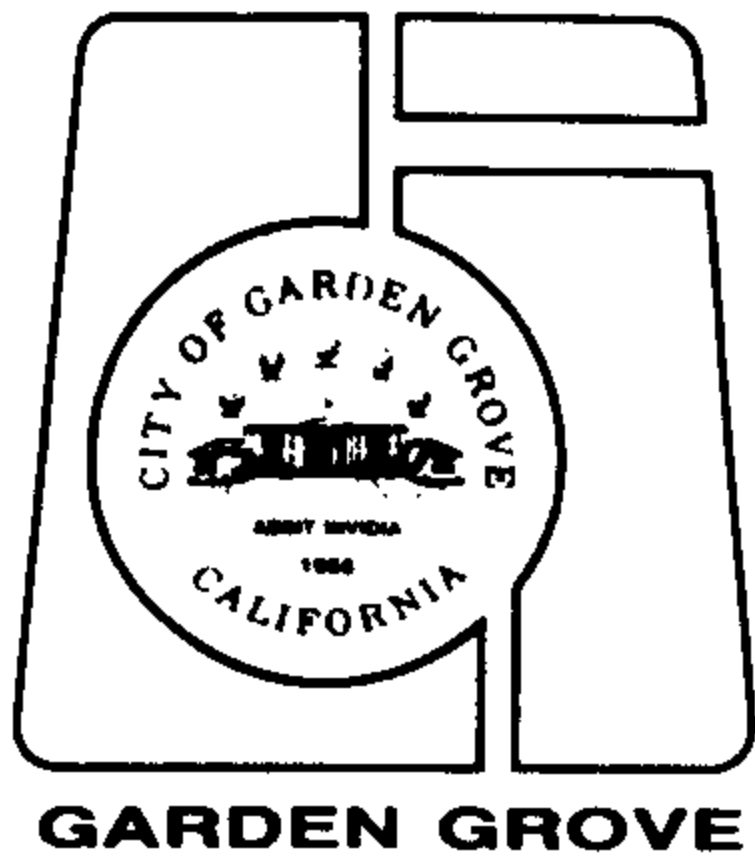
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

Total

Recipient RIGG, LLC
 650 TOWN CENTER DR. #1720
 Street, Ap COSTA MESA CA 92626
 City, State

PS Form 3800, Feb 03 Reverse for Instructions



CITY OF GARDEN GROVE

Bruce A. Broadwater
Mayor

Mark Rosen
Mayor Pro Tem

William J. Dalton
Councilman

Mark Leyes
Councilman

Van T. Tran
Councilman

(714) 741-5312

November 15, 2001

CERTIFIED MAIL

Rigg, LLC
650 Town Center Drive #1720
Costa Mesa, CA 92626

SUBJECT: Case: Site Plan No. SP-300-01
Date and Time: December 6, 2001, 7:00 p.m.

The Planning Commission of the City of Garden Grove will consider the referenced application at its meeting on the date and time stated above. The meeting will be held in the Council Chamber of the Community Meeting Center, 11300 Stanford Avenue, Garden Grove.

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

Sincerely,

Glen Krieger

Glen Krieger
Planning Services Manager

c: Steven N. Barklis

Enclosure: Public Notice

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RIGG; LLC
650 TOWN CENTER DR. #1720
COSTA MESA CA 92626

2. Article Number
(Transfer from service label)

7099 3400 0017 4430 3105

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) | B. Date of Delivery

11-27-09

C. Signature

X *F. Carroll*

- Agent
- Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

STEVEN N. BARKLIS
4590 MACARTHUR BLD. #500
NEWPORT BEACH CA 92075

2. Article Number
(Transfer from service label)

7099 3400 0017 4430 3099

SECTION ON DELIVERY

A. Received by (Please Print Clearly) | B. Date of Delivery

← 11-28-01

C. Signature

X *Steven N. Barklis* Agent
 Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7099 3400 0017 4430 3105

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total P

Recipient RIGG, LLC
 Street, A. 650 TOWN CENTER DR. #1720
 City, State COSTA MESA CA 92626

7099 3400 0017 4430 3099

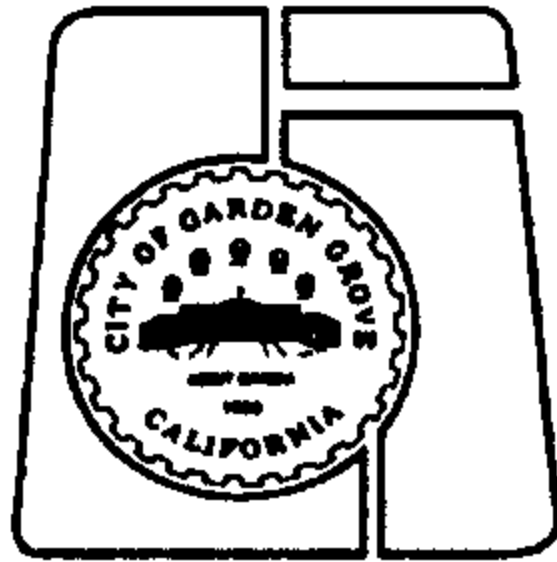
U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total P

Recipient STEVEN N. BARKLIS
 Street, A. 4590 MACARTHUR BLD. #500
 City, State NEWPORT BEACH CA 92075



City of Garden Grove

**OFFICIAL NOTICE AFFECTS YOUR PROPERTY
PLEASE READ!**

«OWNER»
«ADDRLINE1»
«ADDRLINE2»
«ADDRLINE3»

OFFICIAL NOTICE OF PUBLIC HEARING

The City of Garden Grove Planning Commission will hold a Public Hearing in the Council Chamber, 11300 Stanford Avenue, Garden Grove, to consider the following request:

PUBLIC HEARING DATE: THURSDAY, DECEMBER 6, 2001 AT 7:00 P.M.

PROJECT DESCRIPTION: A SITE PLAN REQUEST TO CONSTRUCT AN APPROXIMATELY 173,000 SQUARE FOOT 8-STORY, 200 ROOM MARRIOTT RESIDENCE INN HOTEL, AND A DEVELOPMENT AGREEMENT.

PROJECT LOCATION: WEST SIDE OF HARBOR BOULEVARD NORTH OF CHAPMAN AVENUE AT 11931 HARBOR BOULEVARD

CASE NUMBER: SITE PLAN NO. SP-300-01

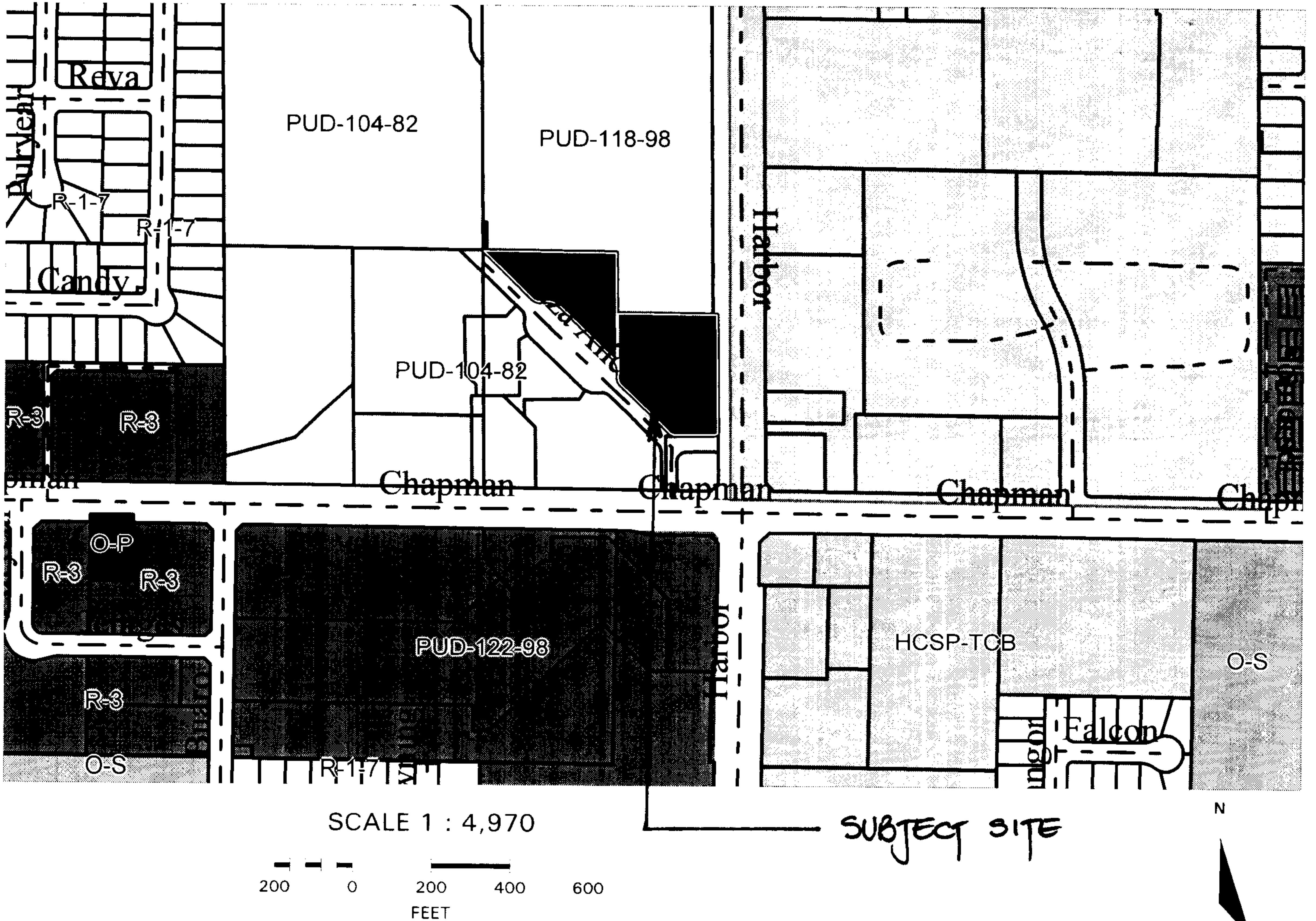
ZONE: PLANNED UNIT DEVELOPMENT NO. PUD-104-82

The City of Garden Grove has determined that this project is exempt pursuant to CEQA.

If you wish to provide comment on the above listed project, you may do so by attending the Public Hearing or submitting comments in writing to the Planning Division prior to the hearing date. Please reference the case number with all correspondence.

For further information, please call (714) 741-5312, or inquire at the Planning Services Division, City Hall, 11222 Acacia Parkway.

SP-300 01 - VICINITY MAP



ATRIUM PLAZA LLC
GARDEN GROVE, CA 92840
AP# 23317104

ATRIUM PLAZA LLC
GARDEN GROVE, CA 92840
AP# 23317105

ATRIUM PLAZA LLC
GARDEN GROVE, CA 92840
AP# 23317117

ATRIUM PLAZA LLC
GARDEN GROVE, CA 92840
AP# 23317103

RIGG HOTEL LLC
AP# 23317114

ATRIUM PLAZA LLC
GARDEN GROVE, CA 92840
AP# 23317103

CITY OF ANAHEIM
B900 C004
PO BOX 3222
ANAHEIM, CA 92803
AP# 23306201

CITY OF ANAHEIM & CITY OF ANAHEIM
B900 C004
PO BOX 54136
LOS ANGELES, CA 90054
AP# 23306202

CITY OF ANAHEIM
B900 C004
PO BOX 3222
ANAHEIM, CA 92803
AP# 23306203

ATRIUM PLAZA LLC
GARDEN GROVE, CA 92840
AP# 23317113

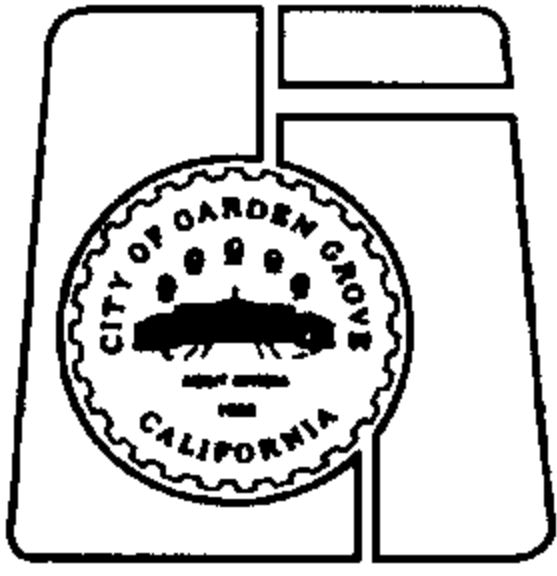
ATRIUM PLAZA LLC
GARDEN GROVE, CA 92840
AP# 23317116

ATRIUM PLAZA LLC
GARDEN GROVE, CA 92840
AP# 23317106

ATRIUM PLAZA LLC
GARDEN GROVE, CA 92840
AP# 23317112

RIGG HOTEL LLC
AP# 23317115

ATRIUM PLAZA LLC
GARDEN GROVE, CA 92840
AP# 23317107



City of Garden Grove

OFFICIAL NOTICE AFFECTS YOUR PROPERTY PLEASE READ!

«OWNER»
«ADDRLINE1»
«ADDRLINE2»
«ADDRLINE3»

W
JK

OFFICIAL NOTICE OF PUBLIC HEARING

The City of Garden Grove Planning Commission will hold a Public Hearing in the Council Chamber, 11300 Stanford Avenue, Garden Grove, to consider the following request:

- PUBLIC HEARING DATE:** THURSDAY, DECEMBER 6, 2001 AT 7:00 P.M. *Marriott*
- PROJECT DESCRIPTION:** *site plan* **A REQUEST TO CONSTRUCT AN APPROXIMATELY 173,000 SQUARE FOOT 8-STORY, 200 ROOM RESIDENCE INN HOTEL and a Development Agreement.**
- PROJECT LOCATION:** WEST SIDE OF HARBOR BOULEVARD NORTH OF CHAPMAN AVENUE AT 11931 HARBOR BOULEVARD
- CASE NUMBERS :** SITE PLAN NO. SP-300-01
- ZONE:** PLANNED UNIT DEVELOPMENT NO. PUD-104-82

The City of Garden Grove has determined that this project is exempt pursuant to CEQA.

If you wish to provide comment on the above listed project, you may do so by attending the Public Hearing or submitting comments in writing to the Planning Division prior to the hearing date. Please reference the case number with all correspondence.

For further information, please call (714) 741-5312, or inquire at the Planning Services Division, City Hall, 11222 Acacia Parkway.

DECLARATION OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,)
COUNTY OF ORANGE)

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE AFORESAID COUNTY; I AM OVER THE AGE OF EIGHTEEN YEARS AND NOT A PARTY TO OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE PRINCIPLE CLERK OF THE **ORANGE COUNTY NEWS**, A NEWSPAPER OF GENERAL CIRCULATION PRINTED AND PUBLISHED **TWICE WEEKLY** 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 **3/20/64** CASE #**A31502** THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED BY DISTRIBUTION IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

11/16

all in the year 2001.

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

Cathy Olson

signature

Date: 11-16-01, executed at
GARDEN GROVE California

PROOF OF PUE

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 THE DATE * INDICATED BELOW TO RECEIVE AND CONSIDER ALL EVIDENCE AND REPORTS RELATIVE TO THE APPLICATION(S) DESCRIBED BELOW:

* THURSDAY, 7:00 P.M., DECEMBER 6, 2001

CONDITIONAL USE PERMIT NO. CUP-551-01

Review and proposed modification of the Conditional Use Permit which allows a restaurant to operate under a State Alcoholic Beverage Control Type "47" (On-Sale General, Eating Place) License with live entertainment. The site is located on the northeast corner of Brookhurst Street and Westminster Avenue at 13826-13828 Brookhurst Street in the C-2 (Neighborhood Commercial) zone.

CONDITIONAL USE PERMIT NO. CUP-579-01

A request to construct a 640 square foot second unit and a one-car garage on an approximately 9,444 square foot site, located on the south side of Russell Avenue west of Hope Street at 10122 Russell Avenue in the R-1 (Single Family Residential) zone.

NEGATIVE DECLARATION

SITE PLAN NO. SP-297-01

CONDITIONAL USE PERMIT NO. CUP-580-01

DEVELOPMENT AGREEMENT

A request for Site Plan approval to add 3,049 square feet to an existing 2,214 square foot building; Conditional Use Permit approval to use a former gas station as a print shop; and an amendment to revise the special operating conditions and development standards for graphic arts/photocopy businesses (Section 9.08.050, Title 9). The site is located on the southeast corner of Westminster Avenue and Lake Street at 10622 Westminster Avenue in the C-1 (Neighborhood Commercial) zone.

NEGATIVE DECLARATION

SITE PLAN NO. SP-298-01

VARIANCE NO. V-289-01

DEVELOPMENT AGREEMENT

A request to construct a 5,100 square foot multi-tenant retail building with Variance approval to deviate from the minimum percentage of landscaping required and from landscape setbacks. The site is located on the northeast corner of Chapman Avenue and Euclid Street at 11001 Chapman Avenue in the C-1 (Neighborhood Commercial) zone.

NEGATIVE DECLARATION

SITE PLAN NO. SP-299-01

CONDITIONAL USE PERMIT NO. CUP-582-01

VARIANCE NO. V-290-01

DEVELOPMENT AGREEMENT

A request to construct a 7,045 square foot building and add 2,400 square feet to an existing building; a Variance request to deviate from a required property line setback; and a request for a Conditional Use Permit for an expansion of a bus repair and sales business; a Development Agreement is included. The site is located on the north side of Garden Grove Boulevard west of Fairview Street at 13261 Garden Grove Boulevard in the C-3 (Heavy Commercial) zone.

SITE PLAN NO. SP-300-01

DEVELOPMENT AGREEMENT

A request to construct an approximately 173,000 square foot 8-story, 200 room Residence Inn Hotel to be located on the west side of Harbor Boulevard north of Chapman Avenue at 11931 Harbor Boulevard in Planned Unit Development No. PUD-104-82 zone.

PLANNED UNIT DEVELOPMENT NO. PUD-141-01

SITE PLAN NO. SP-301-01

TENTATIVE PARCEL MAP NO. PM-2001-227

DEVELOPMENT AGREEMENT

A request for a zone change from PUD-121-98 to PUD-141-01 and a Site Plan to allow the construction of two multi-story hotels with a total of 500 rooms, also a Tentative Parcel Map request for lot consolidation, and a Development Agreement. The site is located on the west side of Harbor Boulevard, south of Chapman Avenue, north of Twintree Avenue in the Planned Unit Development No. PUD-121-98 zone.

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

ALL INTERESTED PARTIES are invited to attend said Hearing and

~~Redacted~~

Case No. SP-300-01

COMMUNITY DEVELOPMENT REVIEW
AND COMMENT SHEET

DISTRIBUTION:

- | | | |
|--|--|--|
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Fire Department | <input type="checkbox"/> Taorimina Ind. |
| <input type="checkbox"/> Community Dev. Director | <input checked="" type="checkbox"/> Plan Check | <input type="checkbox"/> Engineer Serv(2) |
| <input type="checkbox"/> Code Enforcement | <input type="checkbox"/> Police Department | <input type="checkbox"/> PW - Utility Serv |
| <input type="checkbox"/> Planning Manager | <input type="checkbox"/> Planning Super | <input type="checkbox"/> PW - Streets |

ATTN: Bill / Ding

From: Rosalinh Ung Return By: 11-16-01

Applicant: Tarsadia Hotels Date Out: 11-8-01

Request: Site Plan to construct an 8-story, 200-room Residence Inn hotel. The total building area is approximately 173,007 s.f.

Location: w/s Harbor, N/o Chapman

Address: 11931 Harbor Blvd Parcel No: 233-171-14,15

Zone: PUD-104-82 General Plan: RC

ANALYSIS

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

- ① Building shall comply with California Building Codes with City amendments.
- ② High-rise provisions of the building Code shall apply to buildings with floors used for human occupancy located more than 55 ft. above the lowest level of fire dept. vehicle access.

Please list specific conditions of approval on reverse side.

Ding

x5327

11-13-01

3 ft - 20 ft - protected openings
< 3 ft - no openings

~~XXXXXX~~

Case No. SP-300-01

COMMUNITY DEVELOPMENT REVIEW
AND COMMENT SHEET

DISTRIBUTION:

- | | | |
|--|--|---|
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Fire Department | <input type="checkbox"/> Taorimina Ind. |
| <input type="checkbox"/> Community Dev. Director | <input type="checkbox"/> Plan Check | <input type="checkbox"/> Engineer Serv(2) |
| <input checked="" type="checkbox"/> Code Enforcement | <input type="checkbox"/> Police Department | <input type="checkbox"/> P/W - Utility Serv |
| <input checked="" type="checkbox"/> Planning Manager | <input type="checkbox"/> Planning Super | <input type="checkbox"/> P/W - Streets |

ATTN: _____

From: Rosalinh Ung Return By: 11-16-01

Applicant: Tarsadia Hotels Date Out: 11-8-01

Request: Site Plan to construct an 8-story, 200-room Residence Inn hotel. The total building area is approximately 173,007 s.f.

Location: w/s Harbor, N/O Chapman

Address: 11931 Harbor Blvd Parcel No: 233-171-14.15

Zone: PUD-104-82 General Plan: RC

ANALYSIS

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

NO COMMENTS

Jerald N. Halzler 11-12-01

Please list specific conditions of approval on reverse side.

Case No. SP-300-01

COMMUNITY DEVELOPMENT REVIEW
AND COMMENT SHEET

DISTRIBUTION:

- | | | |
|--|--|---|
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Fire Department | <input type="checkbox"/> Taorimina Ind. |
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| <input checked="" type="checkbox"/> Planning Manager | <input type="checkbox"/> Planning Super | <input type="checkbox"/> PMW - Streets |

ATTN: Glen

From: Rosalinh Ung Return By: 11-16-01

Applicant: Tarsadia Hotels Date Out: 11-8-01

Request: Site Plan to construct an 8-story, 200-room Residence Inn hotel. The total building area is approximately 173,007 s.f.

Location: w/s Harbor, N/o Chapman

Address: 11931 Harbor Blvd Parcel No: 233-171-14,15

Zone: PUD-104-82 General Plan: RC

ANALYSIS

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

- ① Roof Plan ?
- ② Shared access with Site A (COA)
- ③ check required yard area with Building

2K

Please list specific conditions of approval on reverse side.

15th

REC'D NOV 08th 2001

Case No. SP-300-01

COMMUNITY DEVELOPMENT REVIEW
AND COMMENT SHEET

DISTRIBUTION:

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|--|--|--|
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Fire Department | <input type="checkbox"/> Taorimina Ind. |
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| <input type="checkbox"/> Planning Manager | <input type="checkbox"/> Planning Super | <input type="checkbox"/> PMW - Streets |

ATTN: Dan Candelaria

From: Rosalinh Ung Return By: 11-16-01

Applicant: Tarsadia Hotels Date Out: 11-8-01

Request: Site Plan to construct an 8-story, 200-room Residence Inn hotel. The total building area is approximately 173,007 s.f.

Location: w/s Harbor, N/o Chapman

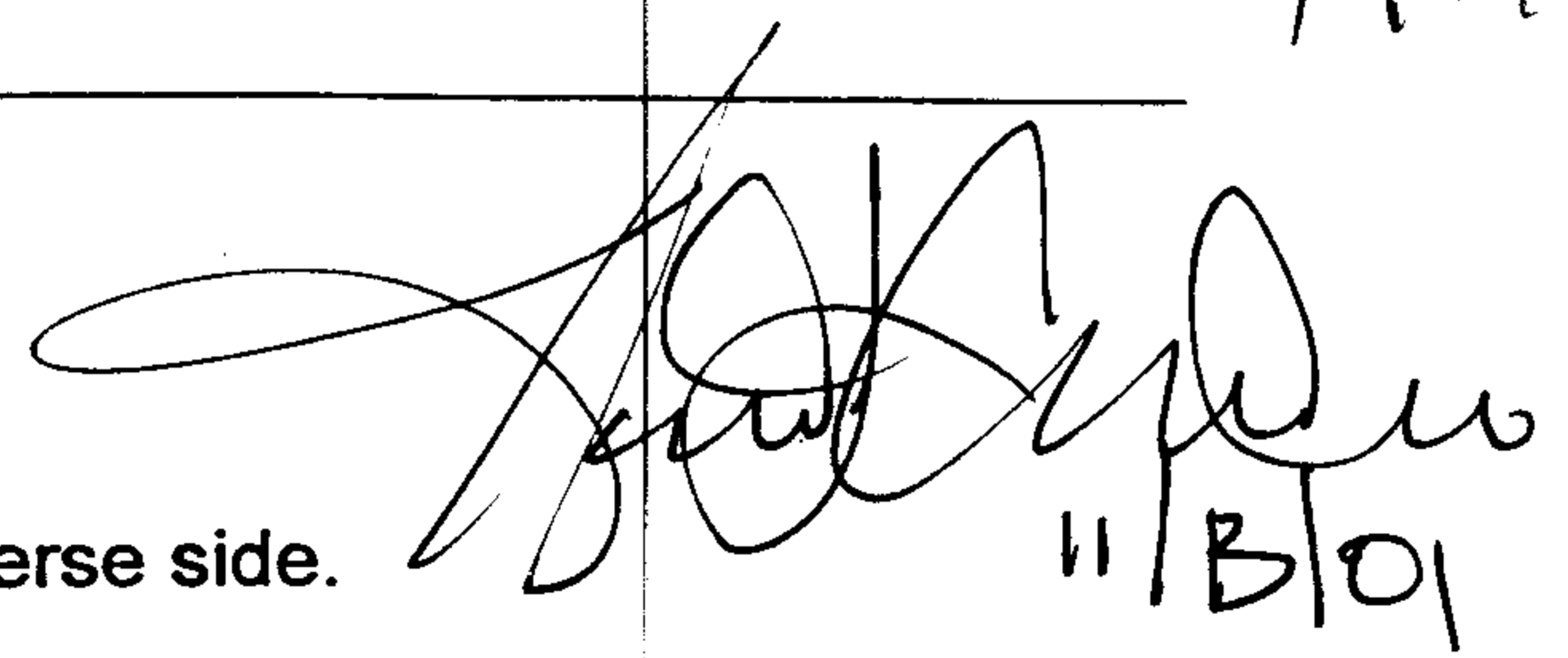
Address: 11931 Harbor Blvd Parcel No: 233-171-14,15

Zone: PUD-104-82 General Plan: RC

ANALYSIS

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

192630


11/18/01

Please list specific conditions of approval on reverse side.

See attached

56.106

**DEPARTMENT OF PUBLIC WORKS - ENGINEERING SECTION
CONDITIONS OF APPROVAL**

SP 300-01

**MARRIOTT RESIDENCE INN HOTEL
8-STORY, 200 ROOMS, 173,007 SF
11931 HARBOR BLVD.**

lot line Adjustment - PCC 11/20/01

1. Prior to the issuance of any permits, the applicant shall have a traffic study prepared by a registered Traffic Engineer for the City's approval. Any off-site improvements required shall be designed and constructed prior to the issuance of a building permit.
2. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks, basement and septic facilities. Should contaminants be found the site will require Environmental Clearance that will usually involve site remediation. The report shall make recommendations for pavement design based on a Traffic Index to be supplied by the City Traffic Engineer.
3. New trash enclosures shall be constructed per Garden Grove Standard Plan B-502. The trash enclosures shall be located to allow pick-up and maneuvering, including turnarounds, in the area of the enclosures.
4. Grading and street improvement plans prepared by a registered Civil Engineer are required.
5. In accordance with the 1972 Clean Water Act and National Pollution Discharge Elimination System (NPDES) requirements, the developer is required to submit a long term, post construction, Water Quality Management Plan (WQMP). The WQMP shall include provisions for the installation and maintenance of appropriate structural facilities and identify all non-structural Best Management Practices (BMPs) to be implemented with the project. The plan shall be submitted to and approved by the Public Works Department prior to the issuance of a grading or building permit, whichever occurs first. The project shall also be subject to all conditions in the latest edition of the Drainage Area Management Plan (DAMP) and appendices.
6. A separate street permit is required for work performed within the public right-of-way.
7. Prior to the issuance of a building permit, the applicant shall restrict left turn movements into the site in a manner meeting the approval of the City Engineer.
8. The applicant is subject to Traffic Mitigation Fees.

9. Prior to the issuance of a building permit the applicant shall widen Harbor Blvd. four (4) feet across the property frontage. This will match the improvements to the north as well as those south of Chapman Ave. The applicant is also required to construct an 8' minimum sidewalk. A 4' minimum right-of-way dedication is therefore required of the applicant across the property frontage.
10. The applicant shall redesign the parking lot to accommodate the following:
 - a) No parking spaces shall be permitted off of the main drive aisle within 30' from the curb line of Harbor Blvd.
 - b) A connection within the parking lot to the hotel parking lots to the north shall be provided. This connection should be located along the northerly property line behind the Hilton Hotel. This will enable project traffic to utilize the traffic signal to the north.
 - c) City standard parking spaces are 9' X 19'.
11. Provide hydrology with scaled map and calculations and hydraulic calculations to size storm drains per Orange County PF&RD standards. Parkway culverts shall be constructed per Orange County PF&RD Standard Plan 1309, Type B.
12. Wheelchair ramps shall be provided on either side of the project entry approach.

~~SECRET~~

Case No. SP-300-01

COMMUNITY DEVELOPMENT REVIEW
AND COMMENT SHEET

DISTRIBUTION:

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| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Fire Department | <input type="checkbox"/> Taorimina Ind. |
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| <input type="checkbox"/> Code Enforcement | <input type="checkbox"/> Police Department | <input type="checkbox"/> PMW - Utility Serv |
| <input type="checkbox"/> Planning Manager | <input type="checkbox"/> Planning Super | <input checked="" type="checkbox"/> PMW - Streets |

John K Jones

ATTN: _____

From: Rosalinh Ung Return By: 11-16-01

Applicant: Tarsadia Hotels Date Out: 11-8-01

Request: Site Plan to construct an 8-story, 200-room Residence Inn hotel. The total building area is approximately 173,007 s.f.

Location: w/s Harbor, N/O Chapman

Address: 11931 Harbor Blvd Parcel No: 233-171-14.15

Zone: PUD-104-82 General Plan: RC

ANALYSIS

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

Please list specific conditions of approval on reverse side.

RUSH

Case No. SP-300-01

COMMUNITY DEVELOPMENT REVIEW
AND COMMENT SHEET

DISTRIBUTION:

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| <input type="checkbox"/> Planning Manager | <input type="checkbox"/> Planning Super | <input type="checkbox"/> PMW - Streets |

ATTN: Ric Collett

10/ From: Rosalinh Ung Return By: 11-16-01

Applicant: Tarsadia Hotels Date Out: 11-8-01

Request: Site Plan to construct an 8-story, 200-Room Residence Inn hotel. The total building area is approximately 173,007 s.f.

Location: w/s Harbor, N/o Chapman

Address: 11931 Harbor Blvd Parcel No: 233-171-14.15

Zone: PUD-104-82 General Plan: RC

ANALYSIS

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

This location should plan for a 25-30 yard industrial parker in the area shown on plans for the TRASH enclosure. We can provide more information to the Designer if needed.

Ric Collett
238.3300

Please list specific conditions of approval on reverse side.

~~Ruth~~

Case No. SP-300-01

COMMUNITY DEVELOPMENT REVIEW
AND COMMENT SHEET

DISTRIBUTION:

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|--|--|--|
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Fire Department | <input type="checkbox"/> Taorimina Ind. |
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| <input type="checkbox"/> Planning Manager | <input checked="" type="checkbox"/> Planning Super | <input type="checkbox"/> PW - Streets |

ATTN: Karl

From: Rosalinh Ung Return By: 11-16-01

Applicant: Tarsadia Hotels Date Out: 11-8-01

Request: Site Plan to construct an 8-story, 200-room Residence Inn hotel. The total building area is approximately 173,007 s.f.

Location: w/s Harbor, N/o Chapman

Address: 11931 Harbor Blvd Parcel No: 233-171-14.15

Zone: PUD-104-82 General Plan: RC

ANALYSIS

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

Apply conditions that were imposed on Homewood, Hilton Gardens, etc.

PH
* Keep pushing the building away from the sidewalk

Please list specific conditions of approval on reverse side.

~~SECRET~~

Case No. SP-300-01

COMMUNITY DEVELOPMENT REVIEW
AND COMMENT SHEET

✓

DISTRIBUTION:

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| <input type="checkbox"/> Economic Development | <input checked="" type="checkbox"/> Fire Department | <input type="checkbox"/> Taorimina Ind. |
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| <input type="checkbox"/> Code Enforcement | <input type="checkbox"/> Police Department | <input type="checkbox"/> P/W - Utility Serv |
| <input type="checkbox"/> Planning Manager | <input type="checkbox"/> Planning Super | <input type="checkbox"/> P/W - Streets |

ATTN: Pat Collins

From: Rosalinh Ung Return By: 11-16-01

Applicant: Tarsadia Hotels Date Out: 11-8-01

Request: Site Plan to construct an 8-story, 200-room Residence Inn hotel. The total building area is approximately 173,007 S.F.

Location: w/s Harbor, N/O Chapman

Address: 11931 Harbor Blvd Parcel No: 233-171-14,15

Zone: PUD-104-82 General Plan: RC

ANALYSIS

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

- BLDG SHALL COMPLY WITH ALL CBC AND CFC STANDARDS AND CODES, 1998 EDITION, FOR HIGH RISE
 - FIRE ALARM TO COMPLY WITH NFPA 72 AND NEC
 - SMOKE CONTROL TO COMPLY WITH CBC, 1998 EDITION AND NFPA 92, 2000 EDITION
 - DEVELOPER TO PAY FOR 3RD PARTY PLAN CHECK
 - DEVELOPER TO PAY FOR 3RD PARTY INSPECTOR FOR SMOKE CONTROL AND FIRE ALARM SYSTEM
- Please list specific conditions of approval on reverse side.

National Fire Protection Association - NFPA
" Electrical Code - NEC

~~SECRET~~ bt

Case No. SP-300-01 ✓

COMMUNITY DEVELOPMENT REVIEW
AND COMMENT SHEET

DISTRIBUTION:

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|--|---|--|
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Fire Department | <input type="checkbox"/> Taorimina Ind. |
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| <input type="checkbox"/> Planning Manager | <input type="checkbox"/> Planning Super | <input type="checkbox"/> PW - Streets |

ATTN: Steve Hicks

From: Rosalinh Ung Return By: 11-16-01

Applicant: Tarsadia Hotels Date Out: 11-8-01

Request: Site Plan to construct an 8-story, 200-room Residence Inn hotel. The total building area is approximately 173,007 s.f.

Location: w/s Harbor, N/O Chapman

Address: 11931 Harbor Blvd Parcel No: 233-171-14.15

Zone: PUD-104-82 General Plan: RC

ANALYSIS

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

• IF PHONE SYSTEM IS ON PBX SYSTEM, PD REQUIRES A PRIVATE SWITCH ALLI. BE INSTALLED. THIS ALLOWS A '911' CALL TO THE POLICE DEPT. TO IDENTIFY THE HOTEL & ROOM #. (A.L.L.I. = AUTOMATED LOCATION INFORMATION)

Sgt S. New 11/15/01 X: 5857

Please list specific conditions of approval on reverse side.

✓

**DEPARTMENT OF PUBLIC WORKS
WATER SERVICES DIVISION
DEVELOPMENT REVIEW AND
CONDITIONS OF APPROVAL**

Marriott Residence Inn, 11931 Harbor Blvd., SP-300-01

1. New water service installations to be at owner's/developer's expense. Fire and water services shall be installed by developer/owner's contractor per City Standards.
2. Water meters to be located within the City right-of-way or within dedicated waterline easement. Fire services and large water services (3" and larger) to be installed by contractor with class A or C-34 license, per City water standards and inspected by a Public Works inspector.
3. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for meter protection. The landscape system shall also have RPPD device. Any carbonation dispensing equipment is to have a stainless steel RPPD device. Installation to be per City Standards and shall be tested by a certified backflow device tester immediately after installation. Cross connection inspector is to be notified for inspection after the initial installation is completed. Owner is to have RPPD devices tested once a year by a certified backflow device tester and the test results to be submitted to Public Works, Water Services Division.
4. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
5. Fire service to have above ground device with a double check detector valve assembly. Device to be tested immediately after installation and once a year a certified backflow device tester and the results to be submitted to Public Works, Water Services Division. Device to be on private property and is the responsibility of the property owner. The above ground assembly to be screened from public view as required by the Planning Division.
6. Contractor to abandon and remove existing abandoned vcp sewer within building area. Balance of existing line to be abandoned in place and filled with 1 sack sand/cement slurry. Manhole in Chapman Avenue to be rechanneled and existing stub to the north to be filled with concrete.
7. No permanent structures, trees or deep-rooted plants shall be placed over sewer main or water main.
8. A properly sized grease interceptor shall be installed on the sewer lateral and maintained by the property owner. There is to be a separate sanitary waste line that will connect to the sewer lateral downstream of the grease interceptor. All other waste lines shall be drained through the grease

interceptor. Grease interceptor is to be located outside of the building and accessible for routine maintenance. Owner shall maintain comprehensive grease interceptor maintenance records and shall make them available to the City of Garden Grove upon demand.

9. Location and number of fire hydrants shall be as required by Water Services Division and the Fire Department.
10. Owner to install new sewer lateral with clean out at right-of-way line. Lateral in public right-of-way shall be 6" min. dia., extra strength VCP with wedgelock joints. Connection to be made to 12" pvc sewer main in Harbor Blvd.
11. A blanket easement for Public Water System on private property shall be required.

~~_____~~

Case No. SP-300-01

✓

COMMUNITY DEVELOPMENT REVIEW
AND COMMENT SHEET

RECEIVED
NOV 13 2001
PUBLIC WORKS
UTILITIES

DISTRIBUTION:

- | | | |
|--|--|---|
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Fire Department | <input type="checkbox"/> Taorimina Ind. |
| <input type="checkbox"/> Community Dev. Director | <input type="checkbox"/> Plan Check | <input type="checkbox"/> Engineer Serv(2) |
| <input type="checkbox"/> Code Enforcement | <input type="checkbox"/> Police Department | <input checked="" type="checkbox"/> PW - Utility Serv |
| <input type="checkbox"/> Planning Manager | <input type="checkbox"/> Planning Super | <input type="checkbox"/> PW - Streets |

ATTN: Scott Lowe

From: Rosalinh Ung Return By: 11-16-01

Applicant: Tarsadia Hotels Date Out: 11-8-01

Request: Site Plan to construct an 8-story, 200-room Residence Inn hotel. The total building area is approximately 173,007 s.f.

Location: w/s Harbor, N/o Chapman

Address: 11931 Harbor Blvd Parcel No: 233-171-14.15

Zone: PUD-104-82 General Plan: RC

ANALYSIS

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

[Handwritten signature]

Please list specific conditions of approval on reverse side.

PLANNING DIVISION

Community Development Department

City of Garden Grove

LAND USE PERMIT APPLICATION

Project Address: _____

Project Location: Northwest corner of Harbor and Chapman

Application For:

- | | | |
|-------------------------------------|----------------------------|--------------------|
| <input type="checkbox"/> | Code Amendment | \$1,250 |
| <input checked="" type="checkbox"/> | Conditional Use Permit | \$1,875 |
| <input type="checkbox"/> | Director's Review | \$ 175 |
| <input type="checkbox"/> | Front Yard Determination | \$ 175 |
| <input type="checkbox"/> | General Plan Amendment | \$1,600 |
| <input type="checkbox"/> | Interpretation of Use - PC | \$ 550 |
| <input type="checkbox"/> | Lot Line Adjustment | \$ 575 |
| <input type="checkbox"/> | Modification to Conditions | 1/2 cost |
| <input type="checkbox"/> | Modification to Plans | 1/2 cost |
| <input type="checkbox"/> | Planned Unit Development | \$3,000 |
| <input checked="" type="checkbox"/> | Site Plan | \$1,875 |
| <input checked="" type="checkbox"/> | Specific Plan | cost+15% |
| <input type="checkbox"/> | Tentative Parcel Map | \$1,350 + \$15 lot |
| <input type="checkbox"/> | Tentative Tract Map | \$2,400 + \$15 lot |
| <input type="checkbox"/> | Variance - all others | \$1,600 |
| <input type="checkbox"/> | Variance Single Family | \$ 850 |
| <input type="checkbox"/> | Zone Change | \$1,700 |
| <input type="checkbox"/> | Time Extension | 1/2 fee |
| <input type="checkbox"/> | Other: _____ | \$ _____ |

Environmental Review:

- | | | |
|-------------------------------------|-----------------------------|------------|
| <input type="checkbox"/> | Environmental Impact Report | cost + 15% |
| <input type="checkbox"/> | Mitigated Neg Dec | \$ 800 |
| <input type="checkbox"/> | Negative Declaration | \$ 500 |
| <input checked="" type="checkbox"/> | Notice of Exemption | \$ 125 |
| <input type="checkbox"/> | County Recording Fee | \$ 43 |

Applicant/Owner Information:

Applicant:

Name: Rigg, LLC
Address: 650 Town Center Dr. #1720
City/State: Costa Mesa, CA 92626
Phone: 714 708-6000

Representative:

Name: Steven N. Barklis
Address: 4590 MacArthur Blvd. #500
City/State: Newport Beach, CA 92675
Phone: (949) 975-1044

Property Owner:

Name: Rigg, LLC
Address: 650 Town Center Drive #1720
City/State: Costa Mesa, CA 92626
Phone: 714 708-6000

Status of Applicant:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recorded Property Owner | <input type="checkbox"/> Lessee |
| <input type="checkbox"/> Purchasing/Escrow Subject to Case Approval | <input type="checkbox"/> Authorized Agent of One of The Above |

AUTHORIZED SIGNATURES

Important Note: If the applicant is anyone other than the recorded owner of the property, a letter of authorization, signed by the owner, is to be notarized and submitted as a part of the application.

Owner's Signature: T. C. Pat Date: _____

Applicant's Signature: T. C. Pat Date: _____

Application Accepted By: _____ Date: _____

**EXCERPT FROM TITLE 9 OF THE MUNICIPAL CODE
OF THE CITY OF GARDEN GROVE, CALIFORNIA**

Section 9.24.100.C Effective Date of Order Granting or Denying Land Use Actions. The order granting or denying a land use action shall become final twenty-one days after the order, unless within such twenty-one day period an appeal in writing is filed with the City Clerk by either an applicant or opponent. The filing of the appeal within such time limit shall stay the effective date of the order until such time as the City Council has acted upon the appeal as hereafter set forth in this Chapter.

9.24.010.D. Fees Required. All applicants described in Section 9.24.030 shall require fees paid in accordance with a Resolution adopted by the City Council. A copy of the resolution and information may be obtained from the Office of the City Clerk.

NOTE: Evidence not presented to the Planning Commission or Zoning Administrator in connection with this case will not be considered by the Council. All maps, petitions, plans, testimony, and other facts or opinions must have been heard by the Planning Commission or Zoning Administrator in order to be heard by the City Council.

Any new evidence which you desire to submit must be presented as part of a new application for which the normal filing fees will be charged. The new application will be heard by the Planning Commission or Zoning Administrator in the manner set forth in Title 9 of the Garden Grove Municipal Code.

9.24.010.E. LIMITATION OF REFILING OF APPLICATIONS. A final action denying an application for a land use action shall prohibit the further filing of the same type application on a property until not less than one year shall have elapsed from the date of denial of any application.

9.24.160 EXPIRATION OF GRANTED LAND USE ACTIONS. Unless a time extension is granted in accordance with Section 9.24.030, any discretionary action becomes null and void if not exercised within the time specified in the approval of the discretionary action or, if not date is specified, within one year from the date of approval of said discretionary action.

9.24.030.D.10 REVOCATION. Applicability. The City Council, Hearing Body, or City Manager may initiate revocation procedures for any land use action designated by this Title. The Hearing Body may revoke or modify a land use action if any one of the following findings are made:

- The approval was obtained by fraud;
- The approved use has ceased to exist or has been suspended for one year or a lesser time as established by land use ordinance;
- That the approved use is being, or recently has been, exercised contrary to the terms or conditions of such approval, or in violation of any statute, ordinance or regulation;
- That the approved use was so exercised as to be detrimental to the public safety or so as to constitute a public nuisance.

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

**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING SERVICES DIVISION**

LETTER OF AUTHORIZATION

TO BE NOTARIZED

To: City of Garden Grove

Application for _____

I, Rigg, LLC, owner of the below-described property, do hereby appoint Steven Barklis as 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. The conditions of approval may be required to be recorded on the title of the property in the form of a Notice of Discretionary Permit Approval. These conditions of approval run with the land and constitute express limitations and restriction on the use of the Property. These conditions of approval will be binding on all persons who own or occupy the Property.

LEGAL PROPERTY DESCRIPTION: lots 6 and 7 of tract no. 12084, as shown on a map RECORDED in Book 520, pages 7 to 11 inclusive of miscellaneous maps, in the office of the county recorder of Orange County, California.

T. L. Patel 11.8.01
(Signature of Owner)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Orange

On 11-8-01 before me, Renee L. Molloy, Notary

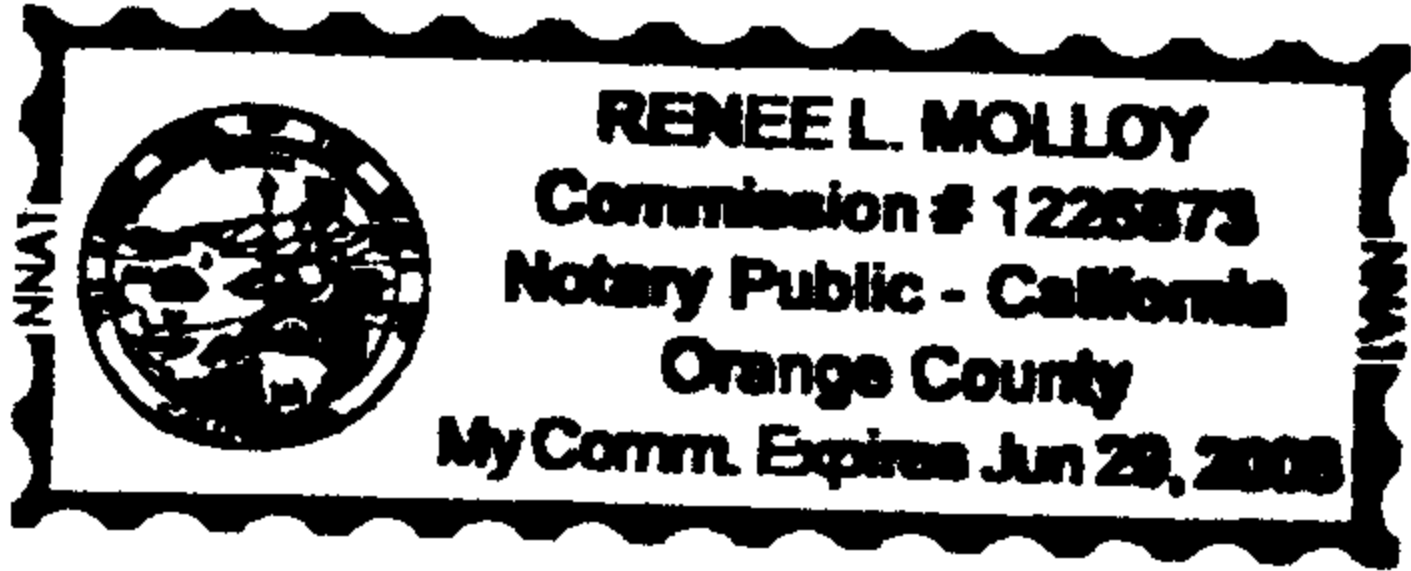
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Tushar Patel

NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Renee L. Molloy
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: member/manager

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

R166, LLC

DESCRIPTION OF ATTACHED DOCUMENT

Letter of Authorization
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

1

11-8-01

DATE OF DOCUMENT

none
SIGNER(S) OTHER THAN NAMED ABOVE

PUBLIC HEARING – DEVELOPMENT AGREEMENT IN CONNECTION WITH SITE
PLAN NO. SP-300-01 (F: 106.126) (XR: A-55.233) (XR: 116.SP-300-01)

Development Agreement in Connection With Site Plan No. SP-300-01, initiated by Rigg Hotel, LLC, for the construction of an approximately 173,000 square foot, 8-story, 200-room Marriott Residence Inn Hotel, located on the west side of Harbor Boulevard, north of Chapman Avenue, at 11931 Harbor Boulevard.

On December 6, 2001, the City Planning Commission, pursuant to Resolution No. 5253, approved SP-300-01 and recommended approval of the Development Agreement. Pursuant to Legal Notice published February 28, 2002, public hearing on the case was ordered by the City Council to be held this date.

Staff report dated March 12, 2002, was introduced, and staff provided background information concerning this matter. Also introduced for the record was a communication from the City of Anaheim expressing their traffic-related concerns, and a staff report responding to those concerns. Staff noted that all CEQA procedures were followed and a categorical exemption is appropriate for the project. The traffic study found that the project would not result in any impacts significant enough to do a long-term study. Additionally, there is no impact to the City of Anaheim.

Mayor Broadwater declared the public hearing opened and asked if anyone wished to address the Council on the matter.

Steve Barklis, representative for the applicant, addressed the Council, noting that they are prepared to move ahead.

There being no further response from the audience, the public hearing was declared closed.

ORDINANCE NO. 2567 was introduced for first reading and the title read in full, entitled
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING A DEVELOPMENT AGREEMENT BETWEEN RIGG HOTEL, LLC, AND THE CITY OF GARDEN GROVE FOR PROPERTY LOCATED ON THE WEST SIDE OF HARBOR BOULEVARD, NORTH OF CHAPMAN AVENUE, AT 11931 HARBOR BOULEVARD, PARCEL NOS. 233-171-14 & 15

It was moved by Councilman Rosen, seconded by Councilman Dalton, and carried by unanimous vote of those present, that full reading of Ordinance No. 2567 be waived, and said Ordinance be and hereby is passed to second reading.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: George Tindall
Dept: City Manager
Subject: **CONSIDERATION OF A
DEVELOPMENT AGREEMENT FOR
MARRIOTT RESIDENCE INN
HOTEL LOCATED AT 11931
HARBOR BOULEVARD (SP-300-01)**

From: Matthew Fertal
Dept: Community Development
Date: March 12, 2002

OBJECTIVE

The purpose of this report is to transmit a recommendation from the Planning Commission for approval of a Development Agreement for a 200-room, 8-story Marriott Residence Inn Hotel. The site is located on the west side of Harbor Boulevard, north of Chapman Avenue.

BACKGROUND

On December 6, 2001, the Planning Commission approved Site Plan No. SP-300-01, and recommended approval of a Development Agreement for the construction of a 200-room, 8-story hotel, by a 7-0 vote. One person spoke for the request and no one spoke against the project.

DISCUSSION

Government Code Section 65864 provides authority to the City to enter into a Development Agreement. The agreement will ensure that Rigg Hotel, LLC., the applicant, can build the project, as approved, within the time frame specified in the Development Agreement. The development impact fee of an approximately one hundred thousand dollars (\$100,000) will be exchanged for the 3,400 square feet of dedication for landscape and sidewalk improvements along the Harbor Boulevard frontage.

FINANCIAL IMPACTS

None.

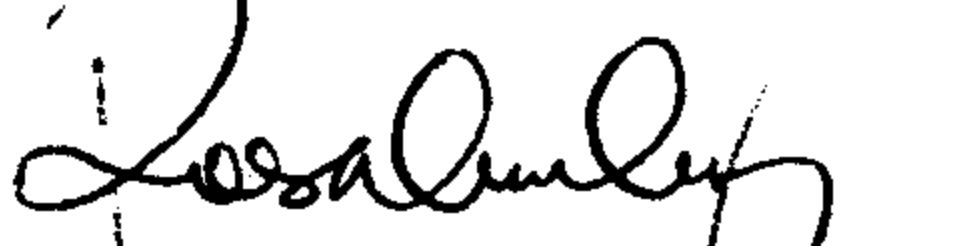
RECOMMENDATION:

The Planning Commission recommends that the City Council:

- Introduce the attached ordinance approving the Development Agreement for Site Plan No. SP-300-01.

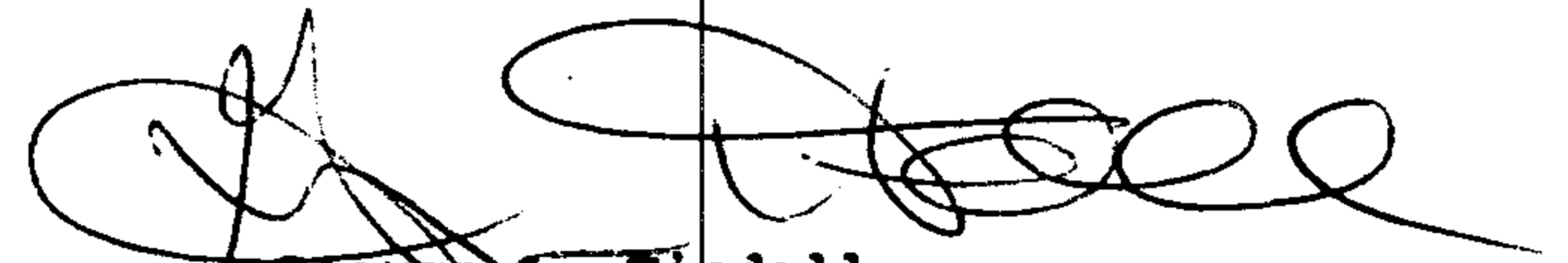
MATTHEW FERTAL
Assistant City Manager

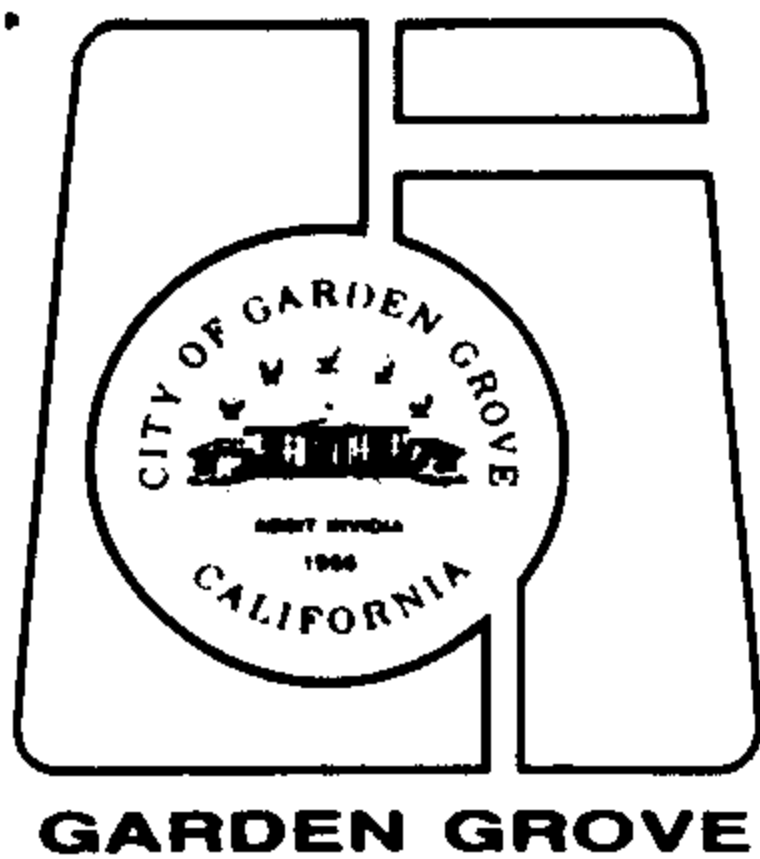



By: Rosalinh M. Ung
Urban Planner

Attachments: Planning Commission Minute Excerpt of December 6, 2001
 Staff Report dated December 6, 2001
 Planning Commission Resolution No. 5253
 Development Agreement
 Draft Ordinance

APPROVED FOR AGENDA LISTING


George L. Tindall
City Manager



CITY OF GARDEN GROVE

Bruce A. Broadwater
Mayor

Mark Rosen
Mayor Pro Tem

William J. Dalton
Councilman

Mark Leyes
Councilman

Van T. Tran
Councilman

(714) 741-5185

December 11, 2001

Rock E. Miller, P.E.
Principal
Katz, Okitsu & Associates
17852 E. Seventeenth Street, Suite 102
Tustin, CA 92780-2142

RE: Marriott Residence Inn Hotel Traffic Study

Dear Mr. Miller,

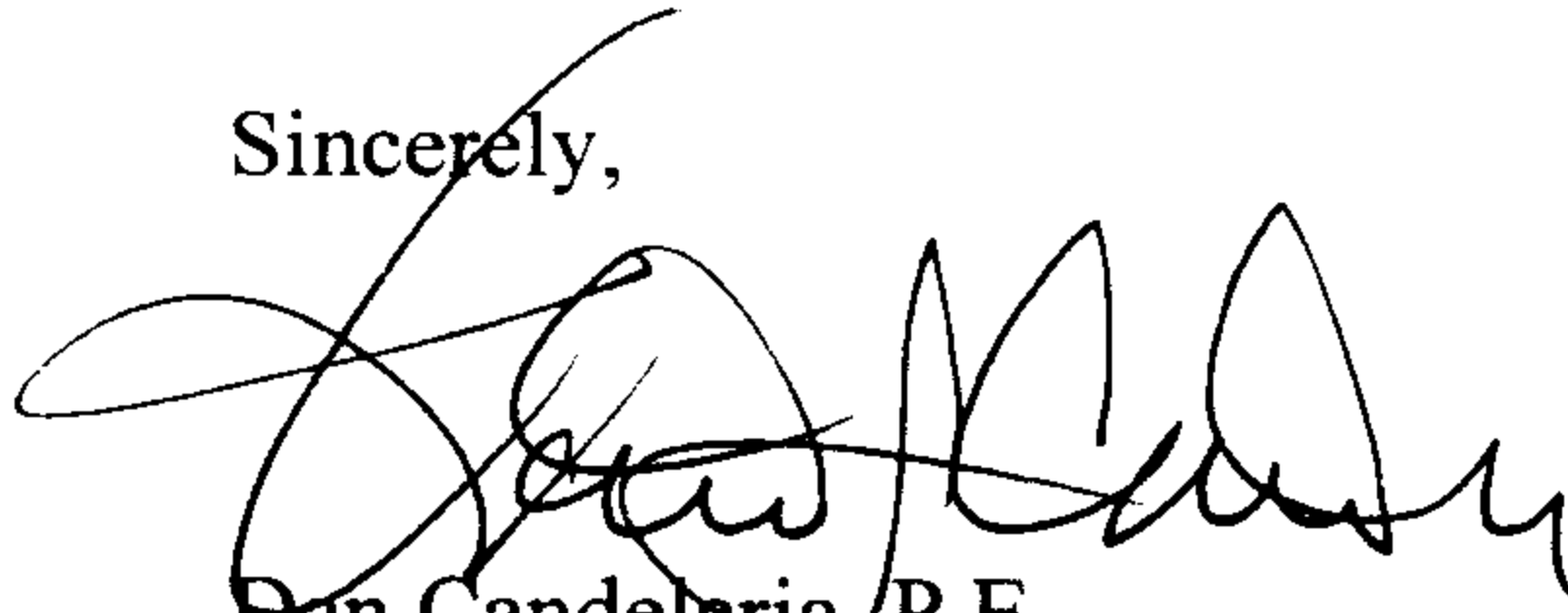
The City of Garden Grove has completed its review of the traffic study for the subject project. The hotel is to be located adjacent to the existing Hyatt Plaza Alicante hotel at the northwest corner of Harbor Boulevard and Chapman Avenue. We request the study be revised to address the following comments and concerns:

1. Revise Page 6 to state that Harbor Boulevard carries approximately **30,000** vehicles per day.
2. Provide ICU calculations to verify the reported values and levels of service (LOS) in Tables 3, 4, 8, 9 and 10.
3. Analyze the intersection of Harbor Boulevard at Hotels/Shopping Center located just north of the project site.
4. Revise Figure 3 to show the intersection of Chapman/Harbor having **2 westbound left turn lanes and 2 southbound through lanes and 1 shared through/right turn lane**. The curb lane width does not permit the inclusion of a de facto right turn lane. Recalculate the ICU's accordingly.

MR. ROCK MILLER
MARRIOTT RESIDENCE INN HOTEL TRAFFIC STUDY
DECEMBER 11, 2001
PAGE 2

As addressed in the conditions of approval, any off-site improvements necessitated by this development will be required to be designed and constructed prior to the issuance of a building permit. Should you have any questions please call me at (714) 741-5185.

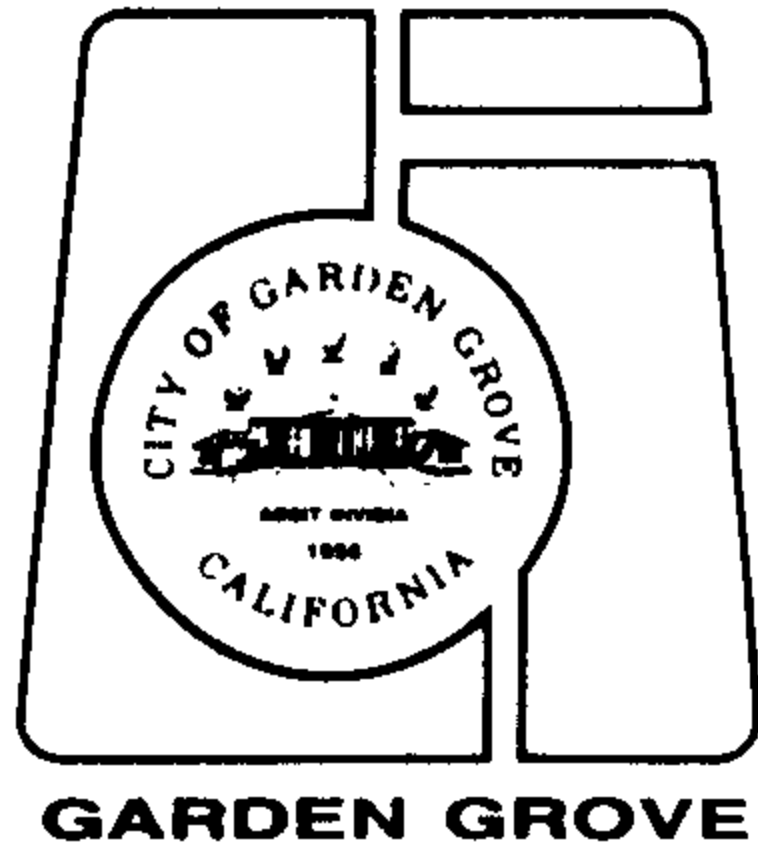
Sincerely,



Dan Candelaria, P.E.
Civil Engineer

W

cc: Rosalinh Ung, City of Garden Grove Planning Department
Steven Barklis, Solana Vista Consulting



CITY OF GARDEN GROVE

Bruce A. Broadwater

Mayor

Mark Rosen

Mayor Pro Tem

William J. Dalton

Councilman

Mark Leyes

Councilman

Van T. Tran

Councilman

(714) 741-5120

March 25, 2002

Tom Wood
Assistant City Manager
City of Anaheim
200 S. Anaheim Boulevard
Anaheim, CA 92805

SUBJECT: Proposed Marriott Residence Inn Hotel at 11931 Harbor Boulevard, Garden Grove

Dear Mr. Wood:

I would like to take this opportunity to respond to your letter, dated March 12, 2002, regarding the environmental review and determination for the proposed Marriott Residence Inn. As mentioned to you during our telephone conversation, the Public Hearing considered a City Development Agreement, which primarily provides for the imposition of a "Development Impact Fee." The environmental assessment, including the traffic study, was approved by the City Council On December 12, 2002. The Planning Commission approved all related development entitlements on December 6, 2001.

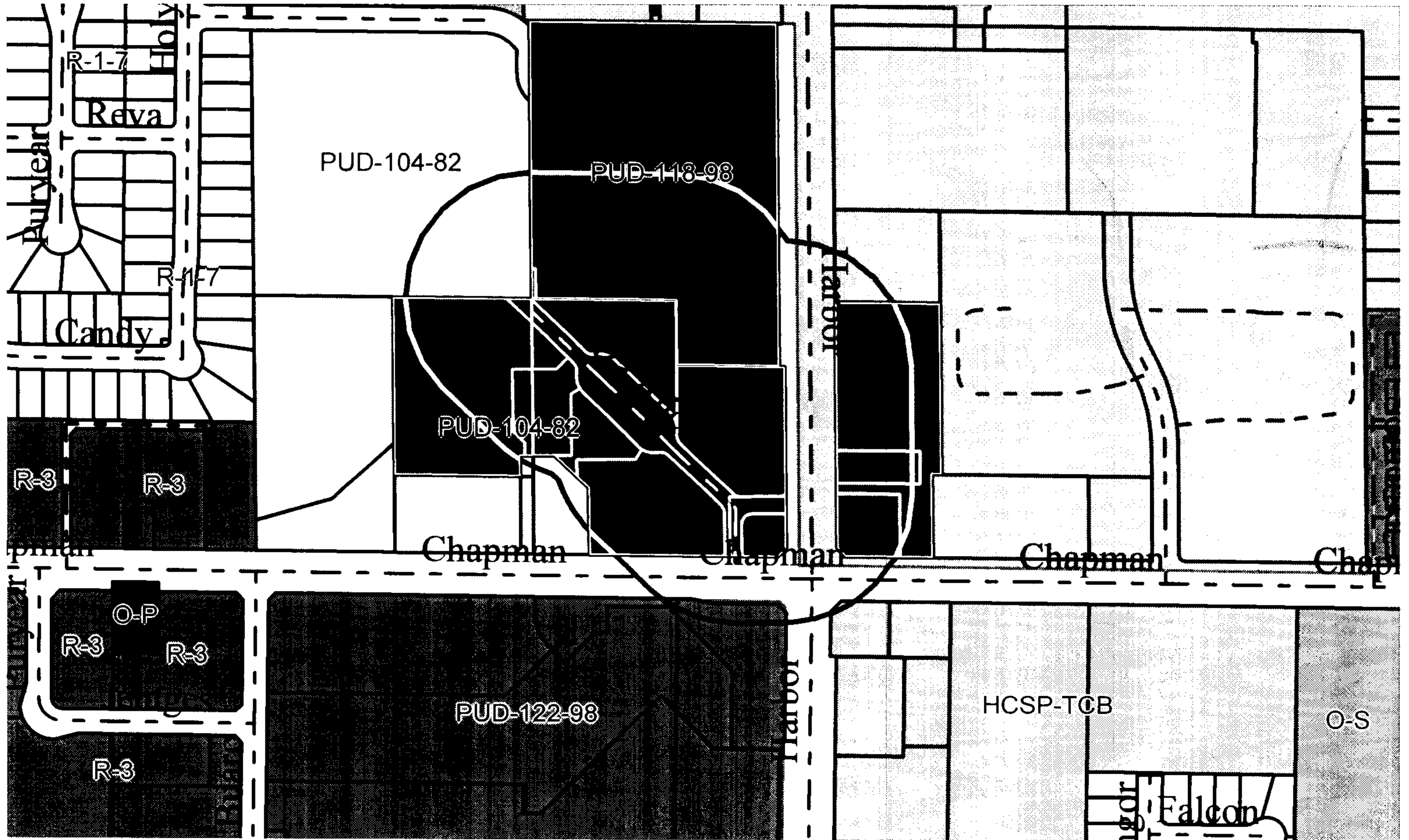
In your letter you indicated that the environmental determination for the proposed hotel should be reevaluated, because the long-term traffic impacts were not identified in the hotel's traffic study. I do want to assure you that the traffic study for the Marriott Residence Inn was properly prepared and thoroughly reviewed by our City's Traffic Engineer. The environmental determination is adequate and appropriate for the proposed hotel development. The approved traffic study for the proposed hotel development did not identify any potential significant impacts that might require further study or traffic mitigation measures.

Should you have any questions regarding traffic related concerns, please contact George Allen, the City's Traffic Engineer at (714) 741-5190.

Sincerely,

Matthew Fertal
Assistant City Manager

300 FT. RADIUS MAP - SP-300-01



SCALE 1 : 4,970



N





CITY OF ANAHEIM, CALIFORNIA

Office of the City Manager

March 12, 2002

City of Garden Grove
City Council
P. O. Box 3070
Garden Grove, CA 92842

RE: Development Agreement in conjunction with Site Plan Request for a 200-room Marriott Residence Inn Hotel at 11931 Harbor Boulevard

Dear Honorable Mayor and Members of the City Council,

City of Anaheim staff has reviewed documents associated with the above-mentioned project scheduled for Public Hearing on Tuesday, March 12, 2002.

The staff report for this project indicates that the City of Garden Grove has determined that this project is categorically exempt pursuant to Article 19, Section 15332, In-Fill Development Projects, of the California Environmental Quality Act. In order to make this determination, the project must meet a number of conditions including determining that the approval of the project would not result in any significant effects related to traffic. The traffic study that was prepared for this project does not adequately address the traffic impacts of the project and, therefore, a categorical exemption determination is inappropriate.

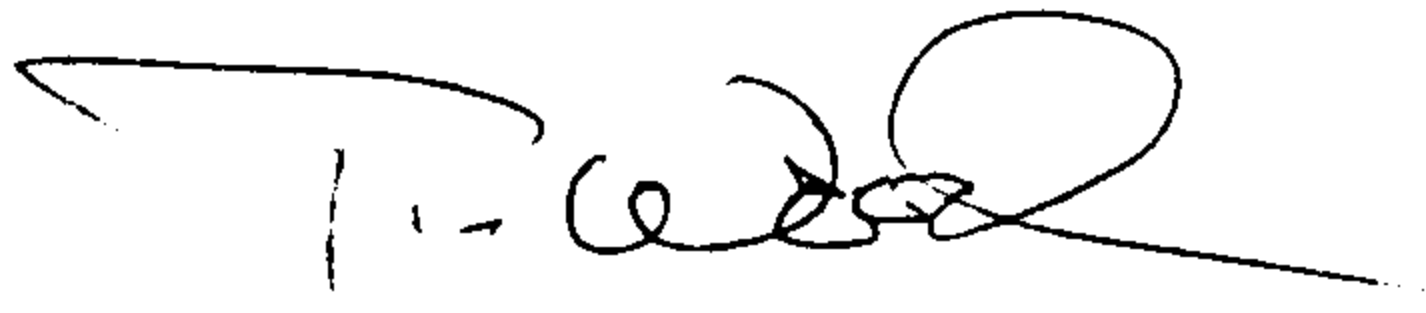
In regard to the traffic study prepared for this project, the "future conditions" scenario provided does not forecast far enough into the future to determine the ultimate traffic impacts associated with the proposed hotel. The scenario in the traffic study projects traffic volumes out two years and indicates that this project will have no impacts, with two years of background traffic growth (at 1% per year) included in the projections. A traffic study completed in May 1994 in conjunction with the adoption of the Anaheim Resort Specific Plan, identifies the need for a northbound right-turn-only lane to be constructed on Harbor Boulevard at Orangewood Avenue in order to maintain acceptable traffic operations through the year 2010 buildout of the area. Without this turn lane, future traffic volumes are forecast to be at LOS E, indicating traffic congestion and delay. This would also further increase cut-through traffic on Wilken Way.



Since the traffic study prepared for this project did not adequately address future traffic impacts, it is requested that prior to approval of this project, further environmental documentation be completed to address all reasonably foreseeable projects in both Garden Grove and Anaheim to 2010. Any past relevant environmental documentation should be included in this documentation and adequate mitigation measures, such as fair-share participation in the Harbor/Orangewood Improvement Project, should be identified.

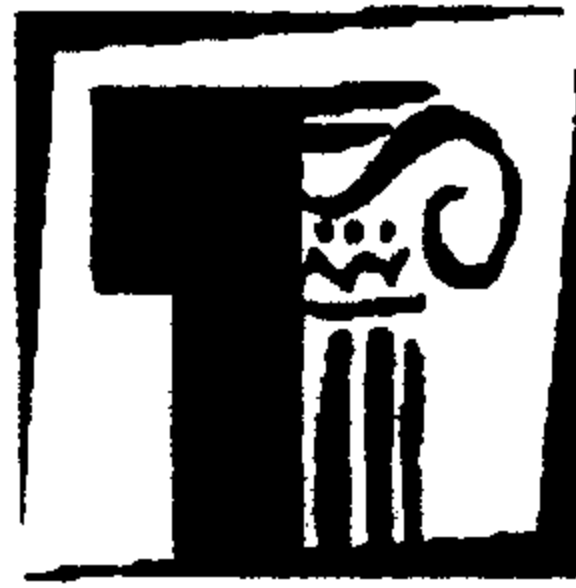
If you have any questions regarding these traffic-related concerns, please feel free to contact John Lower, the City of Anaheim Traffic and Transportation Manager, at (714) 765-5183.

Sincerely,



Tom Wood
Assistant City Manager

Cc: George Tindall, Garden Grove City Manager
Matt Fertal, Garden Grove Director of Community Development
Glenn Krieger, Garden Grove Planning Services Manager
Rosalinh Ung, Garden Grove Urban Planner
Dean Candelaria, Garden Grove Traffic Engineer
Dave Morgan, Anaheim City Manager
Joel Fick, Anaheim Executive Director, Planning and Community Development
John Nicoletti, Anaheim Public Information Manager
Gary Johnson, Anaheim Director of Public Works
John Lower, Anaheim Traffic and Transportation Manager



TARSADIA HOTELS

Facsimile Transmission (714) 741-5132

May 30, 2003

Mr. Matt Fertel
Garden Grove Community Development
City of Garden Grove
11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

*Dish
FVI
Matt says go to bk to
John*

RE: Residence Inn Garden Grove

Dear Matt:

Per your request, please find the attached shop drawings and location (Sign E) of the monument sign for the Residence Inn Garden Grove.

The sign will be installed at grade level – there is no berm or mound to increase the height of the sign. The total height of the sign is six feet. For this size of sign the base is at its minimum (see dimensions on attached cut sheet).

Should you have any questions, please don't hesitate to call me at (714) 708-6166 (office) or (714) 878-4773 (cell).

Sincerely,

Rashik Patel

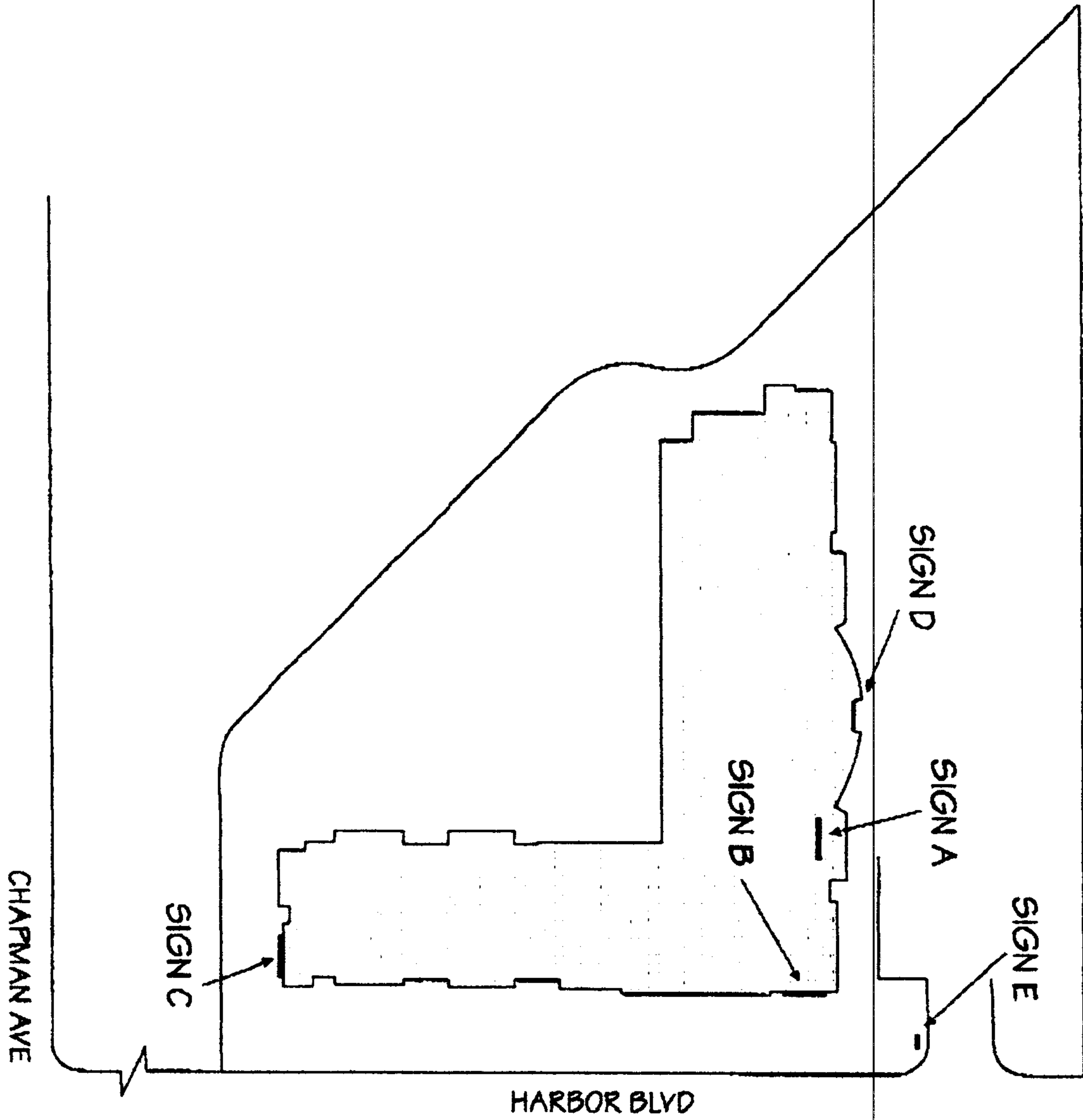
Rashik Patel
Project Manager

rp:100/prop rigg eagg/M Fertel Sign 5-30-03

Enclosures

650 Town Center Drive, Suite 1720
Costa Mesa, California 92626
(714) 708-6000 (714) 708-6083 Fax

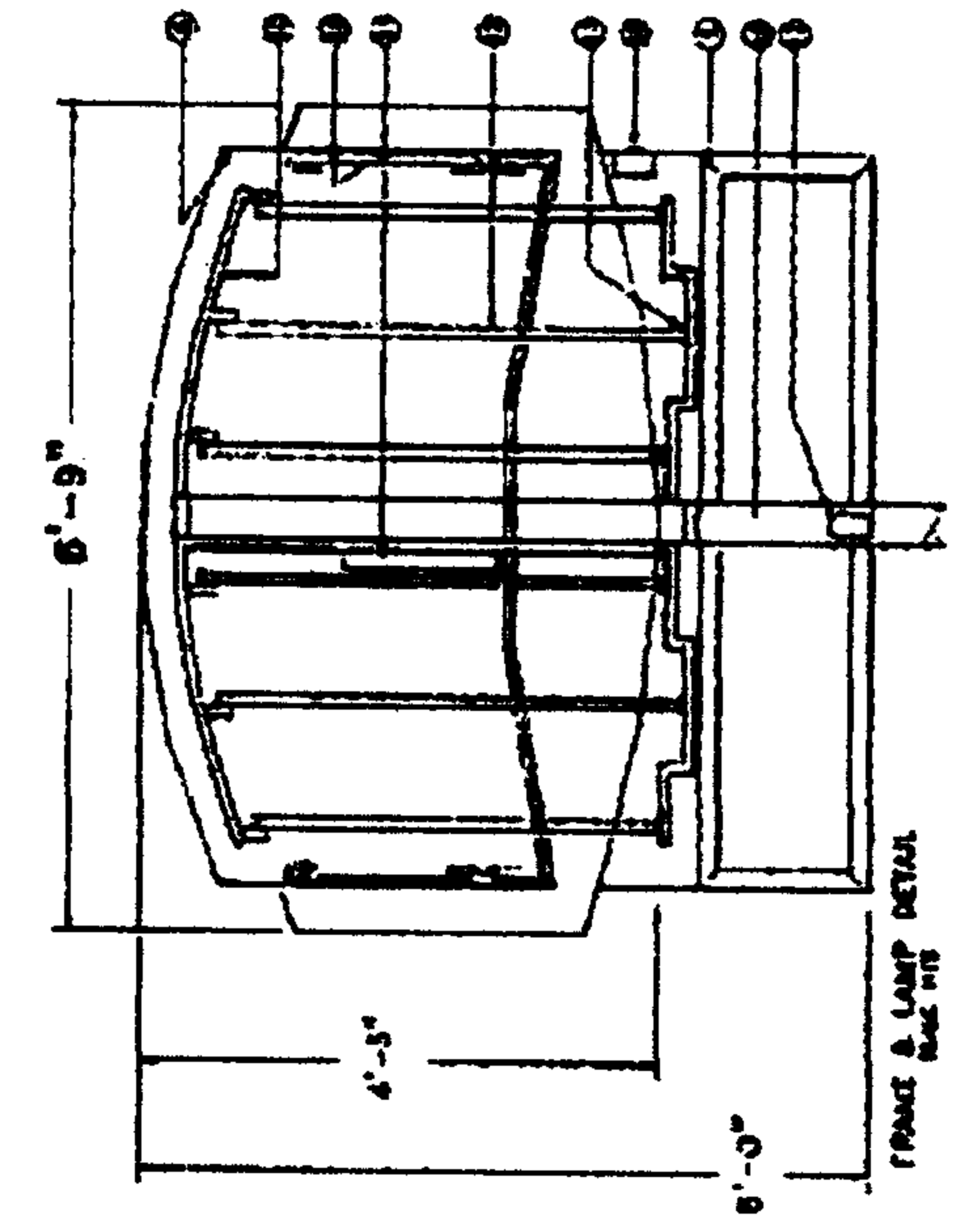
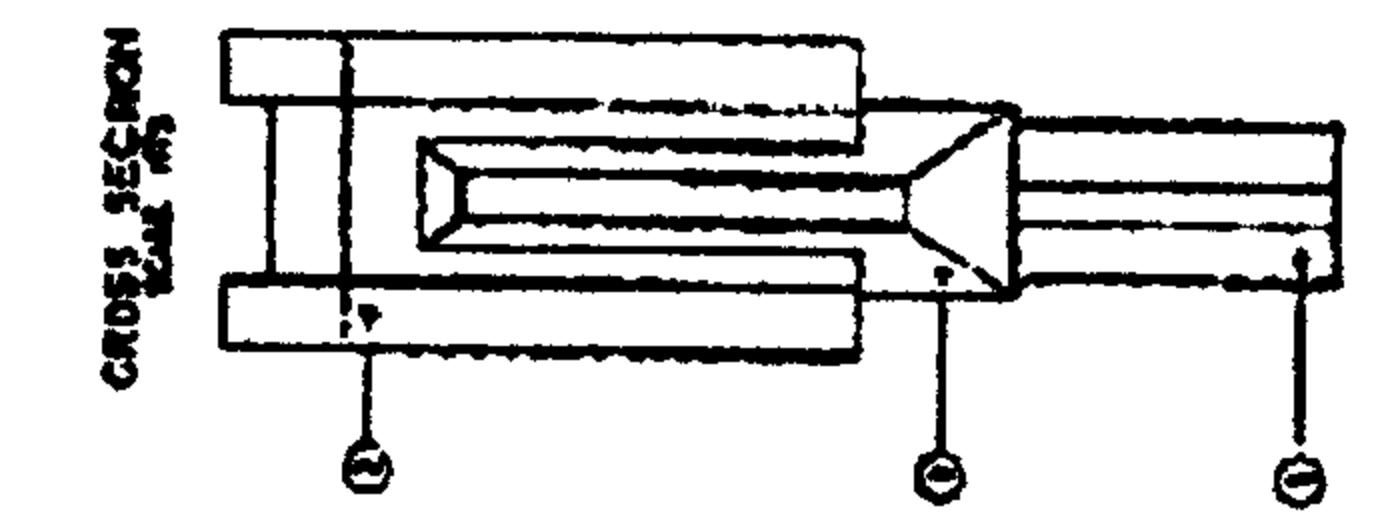
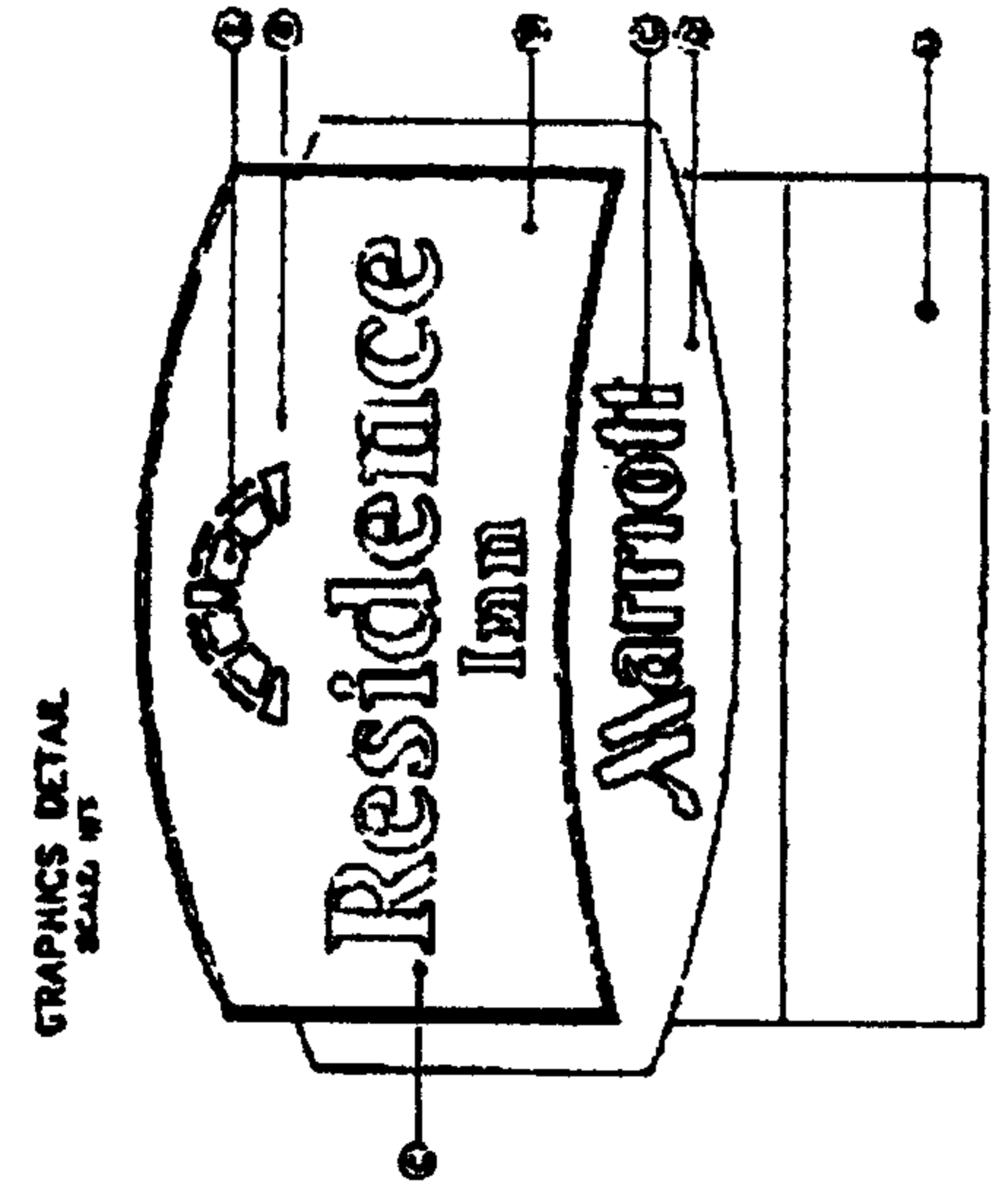
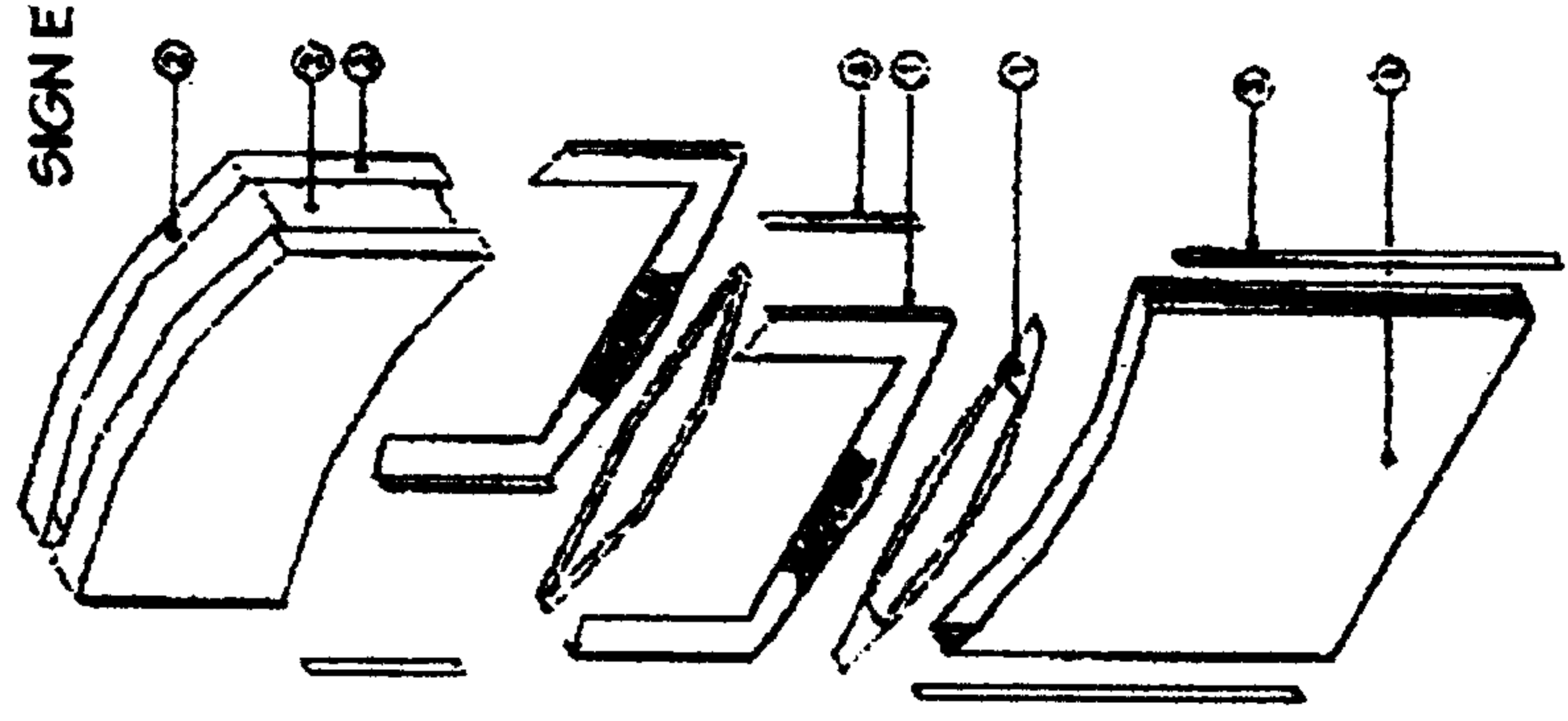
©2003 Fluoresco Lighting & Signs



PROJECT	MARSHALL RESIDENCE INN	DATE	3-26-03
LOCATION	GARDEN GROVE	REV	5-19-03
DATE	AS NOTED	DESIGNER	DOUG PURCELL
DATE	1-22-03	CLIENT	MARSHALL
DATE		PHONE	90-7424-03
DATE		DATE	6 6

DATE: 9-28-03	PROJECT: MARCOTT RESIDENCE INN	CLIENT: DOUG PUCCELL	DATE: 1-22-03
DATE: 5-19-03	PROJECT: MARCOTT RESIDENCE INN	CLIENT: DOUG PUCCELL	DATE: 1-22-03
DATE: 5-19-03	PROJECT: MARCOTT RESIDENCE INN	CLIENT: DOUG PUCCELL	DATE: 1-22-03
DATE: 5-19-03	PROJECT: MARCOTT RESIDENCE INN	CLIENT: DOUG PUCCELL	DATE: 1-22-03

FLUORESCO



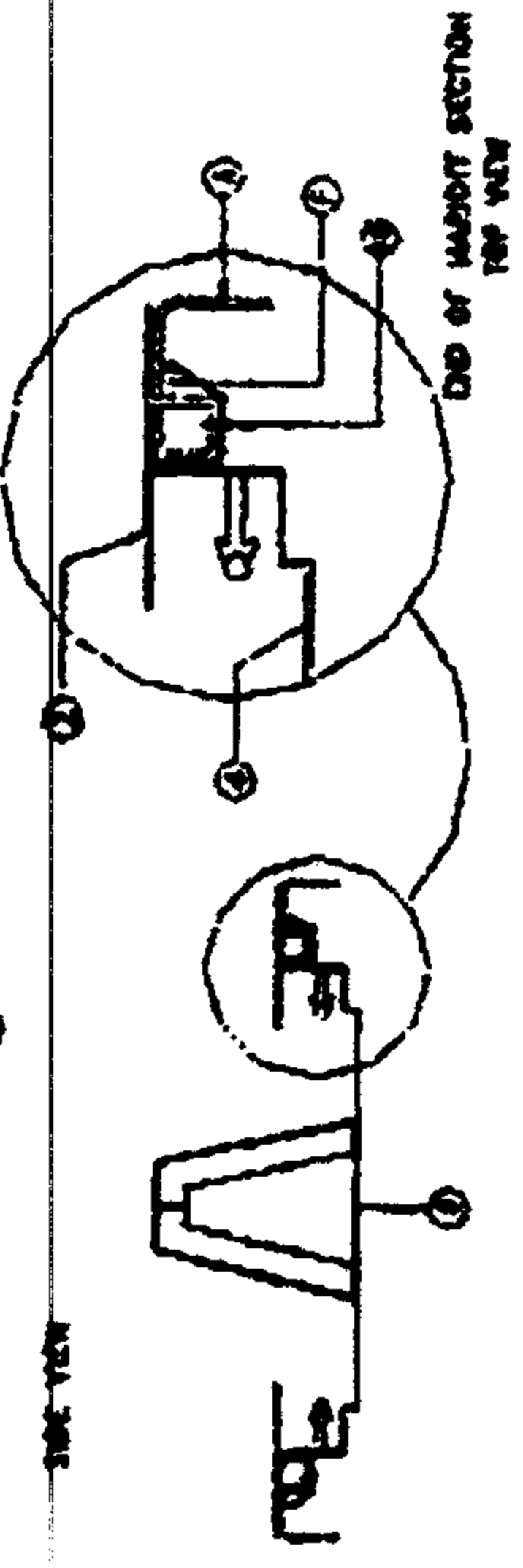
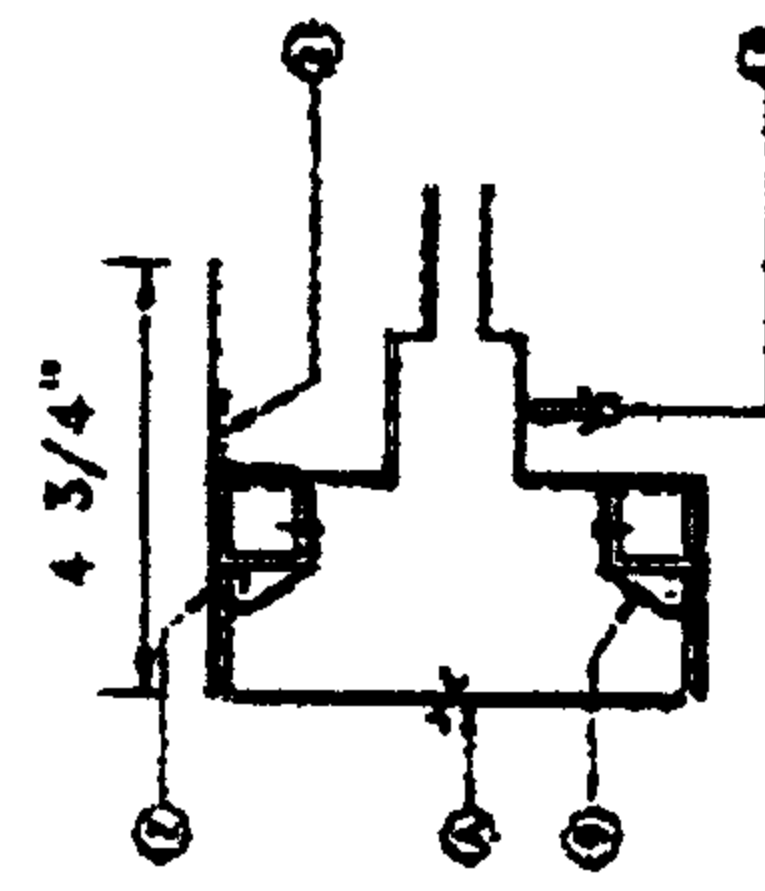
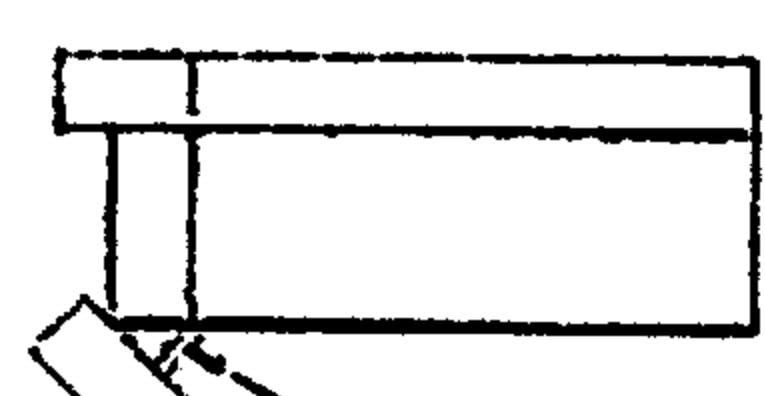
NOTES:
 DOWN LIGHTS - 40 WATT
 FINISH EXT. - PAINT LIGHT, SERIES 98 TO MATCH CORRESPONDING FACE COLOR
 FINISH INTERIOR - PAINT REFLECTIVE WHITE
 ALL METALWORK
 ELECTRICAL - AMP'S PER PANEL & TRANSFORMERS, 120 VOLTS

SPECIFICATIONS

1	120 ALUMINUM SIGN
2	200 ALUMINUM SIGN
3	200 ALUMINUM SIGN
4	200 ALUMINUM SIGN
5	1 1/2" X 1 1/2" X 8/16" ALUMINUM ANGLE
6	1" X 1" X 1/8" ALUMINUM ANGLE
7	1" X 1" X 1/8" ALUMINUM SQ. PIPE
8	3" X 2" X 1/8" STEEL SQ. TUBE
9	FLAT ALUMINUM NUMBER BAR RETAINER
10	ALUMINUM BRACKET & BALLAST CHANGER
11	BRACKET - SIGNPOST - 97281
12	4 LAMP, T40T12 9W/10
13	1 1/2" X 1/2" X 1/8" ALUMINUM ANGLE
14	6 FT
15	BRACKET, TRUCK COLUMN CONTACT STOP IN LAMP HOUSERS
16	FLUORESCENT: ALUMINUM - AS REQUIRED
17	ARM TYPE: 120V - CLEAR BIP
18	FIX SCREWS
19	ELECTRIC SWY PATTERN - AF POLE MOUNT
20	EXTENSOR ON/OFF SWITCH
21	6" X 4" X 3/8" SQ. WIRE
22	SCREWS: 304L STAINLESS STEEL
23	WIRE

FACE SPECIFICATIONS

A	118 1W-4AS : 120 WATT
B	FACE DECORATION (SEE SURFACE)
C	15-1131 SIGNPOST - BACKSTOPPER
D	WIRE - COPPER
E	15-1131 BIP - SIGNPOST BACKSTOPPER
F	15-1131 BALL BEARING STOP
G	NUMBER BAR
H	15-1131 SIGNPOST FACE - BRACKET ALUMINUM W/ 1/8"
I	FLAT ALUMINUM SIGNPOST FACE & SIGN SURFACE
J	15-1131 SIGNPOST



©2003 Recreates Lighting & Signs

MODE = MEMORY TRANSMISSION

START=JAN-09 09:54

END=JAN-09 10:00

FILE NO. = 229

NO.	COM	ABBR/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
001	OK	*	919499751530	017/017	-	-
*****				-	*****	714 741 5178- *****

CITY OF GARDEN GROVE

11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

FAX NUMBER: (714) ~~741-5579~~ 741-5578

PLEASE DELIVER THE FOLLOWING MATERIAL AS SOON AS POSSIBLE

TO: Steve Parklis

FROM: Rosalind Ong PHONE: 714-741-5314

SUBJECT: Development Agreement

FAX NUMBER SENT TO: 949-975-1530

NUMBER OF PAGES: 17 (including cover page)

CONFIDENTIAL: Yes: No:

URGENT REPLY REQUESTED: Yes: No:

COMMENTS: Per your request!

PLEASE NOTIFY AUTHOR IMMEDIATELY IF NOT RECEIVED PROPERLY

DATE SENT: _____

TIME SENT: _____

MODE = MEMORY TRANSMISSION

START=NOV-28 16:28

END=NOV-28 16:35

FILE NO. = 077

NO.	COM	ABBR/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG. NO.	PROGRAM NAME
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***** - ***** - 714 741 5178- *****

CITY OF GARDEN GROVE

11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

FAX NUMBER: (714) ~~741-5579~~ 741-5578

PLEASE DELIVER THE FOLLOWING MATERIAL AS SOON AS POSSIBLE

TO: Steve Barklic

FROM: Rosalind Ung PHONE: 714-741-5314

SUBJECT: Draft Resolution for Marriott Residence Inn

FAX NUMBER SENT TO: 949-975-1530

NUMBER OF PAGES: 15 (including cover page)

CONFIDENTIAL: Yes: No:

URGENT REPLY REQUESTED: Yes: No:

COMMENTS: _____

PLEASE NOTIFY AUTHOR IMMEDIATELY IF NOT RECEIVED PROPERLY

DATE SENT: _____ TIME SENT: _____

MODE = MEMORY TRANSMISSION

START=NOV-30 14:56

END=NOV-30 15:06

FILE NO. = 156

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001	OK		918582591863	025/025		

***** - ***** - 714 741 5178- *****

CITY OF GARDEN GROVE

11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

FAX NUMBER: (714) ~~741-5579~~ 741-5578

PLEASE DELIVER THE FOLLOWING MATERIAL AS SOON AS POSSIBLE

TO: Steve Barklis

FROM: Rosalinh Ung PHONE: 714-741-5314

SUBJECT: Revised Reso + Staff Report

FAX NUMBER SENT TO: 858-259-1863

NUMBER OF PAGES: 25 (including cover page)

CONFIDENTIAL: Yes: No:

URGENT REPLY REQUESTED: Yes: No:

COMMENTS:

PLEASE NOTIFY AUTHOR IMMEDIATELY IF NOT RECEIVED PROPERLY

DATE SENT: _____ TIME SENT: _____



November 14, 2001

DENNIS D. SMITH

Ms. Rosalinh Ung
City of Garden Grove
Garden Grove, CA

Re: **Proposed Residence Inn by Marriott
Tarsadia Hotels
Garden Grove, CA.**

Dear Ms. Ung;

The proposed Residence Inn by Marriott to be built in Garden Grove, CA will be a 200 room eight story concrete frame structure with metal stud infill. The project will have approximately 173,000 square feet with the first floor having 23,000 and floors two thru eight consisting of 21,400 square feet each. The first floor common area will have the front desk and office area as well as Kitchen and Dining area for the complimentary breakfast for guests. Meeting Rooms, Exercise Room, Guest Laundry, Gift Shop and Hotel Laundry make up the remainder of the first floor area. An exterior court yard will contain the swimming pool, wading pool, spa, sport court and children's play area. The court yard will also have overflow seating for the breakfast buffet. The court yard will be landscaped to tie the Residence Inn property to the existing landscaping provided at the Hyatt property. The exterior will consist of five colors of stucco with the field color being ICI MP#90YR 73/029 "Heatherbelle". The accent colors will be ICI MP#90YR 58/089 "Pink Mocha", ICI MP# 90YR 44/128 "Jan's Tan and ICI # 80 YR 34/167 "Native Soil". The cornice color will be ICI MP# 50BG 83/009 "Crystal". The finish of the stucco will be a sand finish. The upper floor windows will have a decorative metal type awning as an architectural feature. The building elevations will have a number of elements that change in vertical height as well as the face of the building projecting in and out to add additional interest to the building.

The rooms will consist of one and two bedrooms with the addition of kids rooms. All rooms will have separate bathrooms as well as small kitchen areas which are standard with the Residence Inn product. Total rooms for this project will be 200.

Should you have any questions on the above please call me at (316) 268-0288.

Very truly yours,

Dennis D. Smith, AIA


Larry Krier
Project Director

345 Riverview
Wichita, KS 67201-1094
Phone 316-268-0230
Fax 316-268-0205



ARCHITECTS
ENGINEERS
PLANNERS

345 Riverview
Wichita, KS 67203
Phone 316-268-0230
Fax 316-268-0205

F

LAW / KINGDON INC

FAX TRANSMITTAL

To: MS ROSALIND LING
Fax: 714-741-5578
Phone: _____

Project: RESIDENCE INJ BY MURRIOTT
CAROLINA, CA.
Job No.: 74420

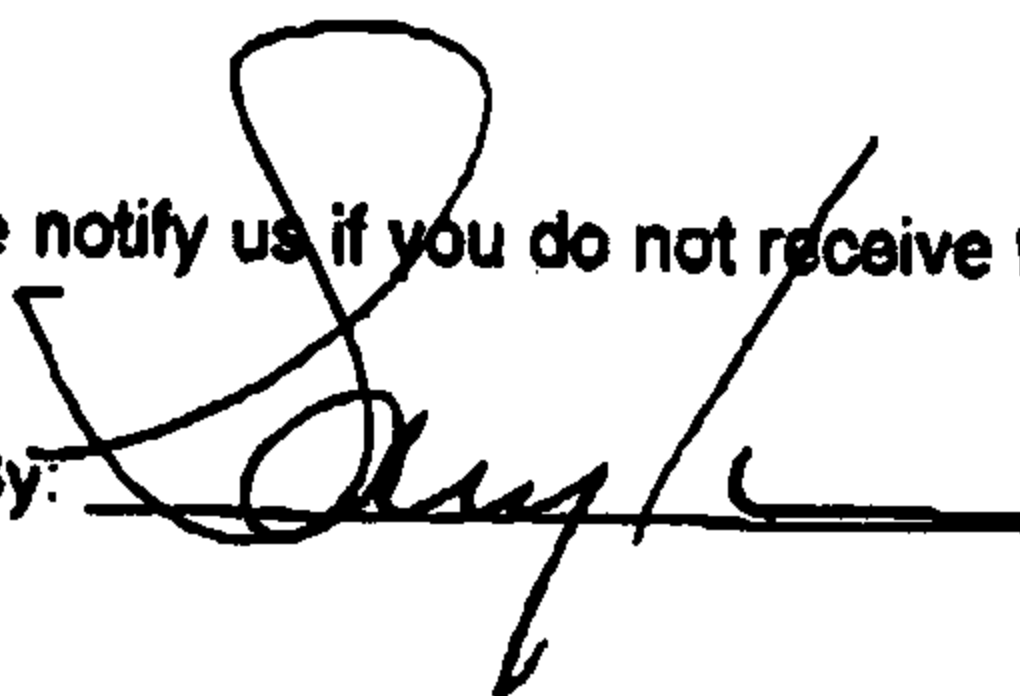
From: LARRY KRIEN

Number of Sheets
(Including This Transmittal): 2

Comments:

SEE PER INSTRUCTIONS OF FRONKIE FLORIS OF TROPICIA.

Please notify us if you do not receive the full contents of this fax @ (316) 268-0230.

Sent By: 

Date: NOV. 14 - 2001
Time: 5:05 PM

REFERENCE ITEM C.2.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

**City Clerk's Office
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840**

SPACE ABOVE FOR RECORDER'S USE ONLY

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

DEVELOPMENT AGREEMENT

**RIGG HOTEL, LLC
CASE NO. SP-300-01**

This DEVELOPMENT AGREEMENT ("Agreement") is made this ___ day of _____, 2001, by the CITY OF GARDEN GROVE, a municipal corporation ("City"), and RIGG HOTEL, LLC, a California limited liability company ("Developer"). The "Effective Date" of this Agreement shall be that date upon which a fully executed and acknowledged copy hereof is recorded in the Official Records of Orange County, California, in accordance with requirements of Section 65868.5 of the California Government Code. City and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

The following recitals are a substantive part of this Agreement:

- A.** Developer intends to develop that certain real property located on Harbor Boulevard in the City of Garden Grove, California, at , as more fully described in Exhibit "A," attached hereto (the "Property").
- B.** Developer has requested that the City consider entering into an agreement with respect to vesting its right to develop the Property, and proceedings have heretofore been taken in accordance with the City rules and regulations for the approval of such agreements established pursuant to Section 65864, et seq. of the California Government Code ("Development Agreement Law") and by the Garden Grove Municipal Code. The Development Agreement Law provides the authority for the City to enter into binding development agreements with a developer having a legal and equitable interest in real property.
- C.** The City Council of the City has found that this Agreement has been adopted in conformance with the requirements of the City, including all requirements of the California Environmental Quality Act, is consistent with the General Plan, and all applicable rules, regulations and official policies of the City, and will promote the general welfare of City residents and the orderly development of property within the City, and that the project described herein:

CITY OF GARDEN GROVE

11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

FAX NUMBER: (714) ~~741-5579~~ 741-5578

PLEASE DELIVER THE FOLLOWING MATERIAL AS SOON AS POSSIBLE

TO: Steve Barklis

FROM: Rosalinh Ung PHONE: 714-741-5314

SUBJECT: Development Agreement

FAX NUMBER SENT TO: 949-975-1530

NUMBER OF PAGES: 17 (including cover page)

CONFIDENTIAL: Yes: No:

URGENT REPLY REQUESTED: Yes: No:

COMMENTS: Per your request!

PLEASE NOTIFY AUTHOR IMMEDIATELY IF NOT RECEIVED PROPERLY

DATE SENT: _____ TIME SENT: _____

RIGG, LLC
650 Town Center Drive, Suite 1720
Costa Mesa, CA 92626
714.708.6000 Phone
714.708.6080 Facsimile

January 14, 2002

Rosalinh Ung
Building Department
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

VIA COURIER – HOT RUSH

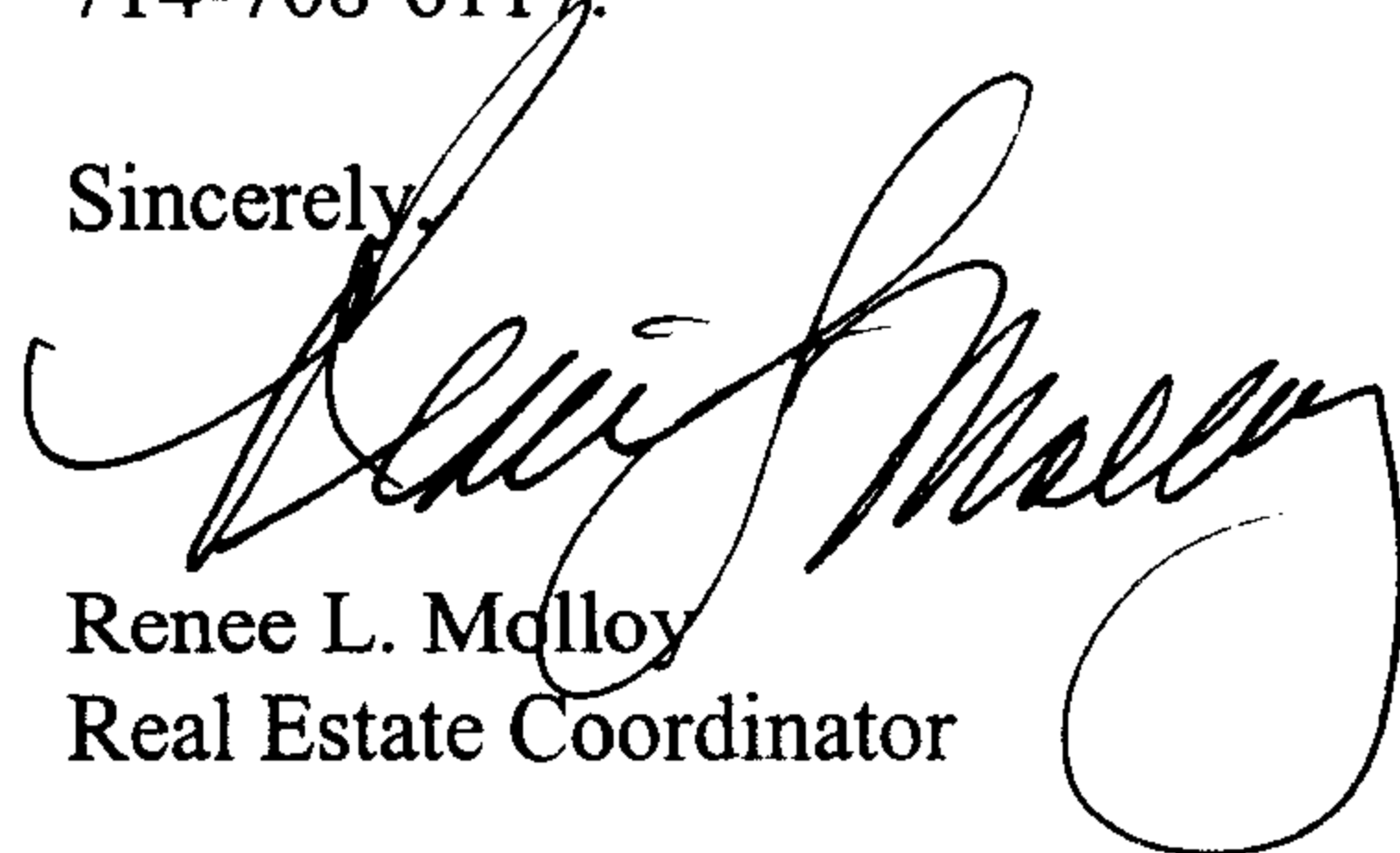
Re: Case No. SP-300-01
Proposed Hotel Development
Garden Grove, CA

Dear Ms. Ung:

Pursuant to the request of Steve Barklis, please find enclosed 2 original Development Agreements executed by the Member/Manager of RIGG, LLC.

If you have any questions or need additional information, please feel free to contact me at 714-708-6117.

Sincerely,



Renee L. Molloy
Real Estate Coordinator

:rlm

c: Tushar Patel
Steve Barklis

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk's Office
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

SPACE ABOVE FOR RECORDER'S USE ONLY

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

DEVELOPMENT AGREEMENT

RIGG HOTEL, LLC
CASE NO. SP-300-01

This DEVELOPMENT AGREEMENT ("Agreement") is made this ___ day of _____, 2002, by the CITY OF GARDEN GROVE, a municipal corporation ("City"), and RIGG HOTEL, LLC, a California limited liability company ("Developer"). The "Effective Date" of this Agreement shall be that date upon which a fully executed and acknowledged copy hereof is recorded in the Official Records of Orange County, California, in accordance with requirements of Section 65868.5 of the California Government Code. City and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

The following recitals are a substantive part of this Agreement:

- A. Developer intends to develop that certain real property located on Harbor Boulevard in the City of Garden Grove, California, at , as more fully described in Exhibit "A," attached hereto (the "Property").
- B. Developer has requested that the City consider entering into an agreement with respect to vesting its right to develop the Property, and proceedings have heretofore been taken in accordance with the City rules and regulations for the approval of such agreements established pursuant to Section 65864, et seq. of the California Government Code ("Development Agreement Law") and by the Garden Grove Municipal Code. The Development Agreement Law provides the authority for the City to enter into binding development agreements with a developer having a legal and equitable interest in real property.
- C. The City Council of the City has found that this Agreement has been adopted in conformance with the requirements of the City, including all requirements of the California Environmental Quality Act, is consistent with the General Plan, and all applicable rules, regulations and official policies of the City, and will promote the general welfare of City residents and the orderly development of property within the City, and that the project described herein:

- (i) Is consistent with the objectives, policies, general land uses, intensity of uses, and programs of the City and specified in the General Plan and all rules, regulations and official policies of the City;
- (ii) Is compatible with the uses authorized in, and the regulations prescribed for, the area of the City in which the Property is located;
- (iii) Is in conformity with and will promote public convenience, general welfare and good land use practice;
- (iv) Will not be detrimental to the public's health, safety and general welfare;
- (v) Will not adversely affect the orderly development of property or the preservation of property values; and
- (vi) Will promote and encourage the development of the Property by providing a greater degree of requisite certainty.

D. On _____, 2002, the City Council of the City adopted Ordinance No. _____ approving this Agreement and approving and adopting the findings of the Planning Commission.

E. The City acknowledges that by electing to enter into contractual agreements such as this one, the obligations of which shall survive beyond the term or terms of the present City Council members, that such action will serve to bind the City and future City Councils to the obligations thereby undertaken and this Agreement shall limit the future exercise of certain governmental and proprietary powers of the City to the extent permitted by applicable law. By obligating the City pursuant to this Agreement, the City has elected to exercise its governmental and proprietary powers with respect to the matters set forth herein at the present time, rather than deferring its actions to some undetermined future date.

F. City and Developer desire to enter into this Agreement to vest Developer's rights to develop the Property by the construction of an approximately one hundred fifty (150) to two hundred (200) room full service, limited service or extended stay mid-rise hotel with a swimming pool, and associated improvements, all in substantial conformance with the "Description of Construction (Scope of Project)," attached hereto as Exhibit "C."

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire at the earlier of (i) completion of the "Construction" of the property (as that term is defined in Section 6, below), or (ii) three (3) years (the applicable of (i) or (ii) being herein referred to as the "Term") from its Effective Date.
2. Permitted Uses. The following uses are permitted at the Property: All uses identified as a permitted or conditional use as specified in Planned Unit Development No. PUD-104-82, as revised and/or amended.

3. Density. The density of the current proposed project is as follows: (a) a hotel building of up to two hundred thousand (200,000) square feet, consisting of guest rooms and/or suites with approximately one hundred fifty (150) to two hundred (200) guest rooms/suites, with up to one (1) restaurant and up to five thousand (5,000) square feet of meeting space; and (b) ancillary uses as specified in Planned Unit Development No. PUD-104-82, as revised or amended.
4. Maximum Height and Building Size. The maximum height and building size, with the exception of communication systems, architectural and thematic elements, is ten (10) stories, and up to two hundred thousand (200,000) square feet, respectively, as indicated on the approved site.
5. Dedication. The dedication of property to the City is as described in Exhibit "B" attached.
6. Improvements. The improvement described on Exhibit "C," "Description of Construction (Scope of Project)," are herein referred to as the "Construction" of the Property.
7. Scope of Project. The development of the Property consists of the Construction described on Exhibit "C," and shall be consistent with those uses stated in paragraph 2, above, with a density stated in paragraph 3, with a building height and size stated in paragraph 4.
8. Effect of Agreement on Land Use Regulations.

a. Vesting of Land Use Entitlements. The permitted uses of the Property, the density of use, the maximum height and size of any proposed buildings and the dedication of land for public purposes are all as set forth in the conditions of approval and/or this Agreement. The City agrees that Developer and its assignees shall be entitled and vested to proceed with the Construction of the Property pursuant to existing rules, regulations and official policies of the City, including, without limitation, the current fee schedule attached hereto as Exhibit "D," and no other fees (herein, "existing development rules"), as such existing development rules are in effect as of November 1, 1998 and to conduct such work at such times as Developer or such assignees may choose during the Term hereof. Such existing development rules shall continue to apply, notwithstanding the Construction of the Property as provided herein, to the reconstruction of any such constructed improvements damaged or destroyed from any cause. No delays, moratoriums, or general suspension in project Construction approvals will be imposed by the City on the Property during the Term hereof, including, but not limited to, the enactment after the Effective Date of any ordinance by the City Council or any ordinance adopted through the initiative process, which would be more restrictive than the existing development rules or which would impose limitations or restrictions on the uses as set forth in the conditions of approval, or the density for the Property, or which would limit or control the rate, timing or sequence of Construction of the Property other than as set forth in this Agreement. In addition to and not in limitation of the foregoing, the City agrees that no moratorium or other limitation (whether relating to the rate, timing or sequencing of the Construction or the construction of all or any part of the Property, whether imposed by ordinance, resolution or other action by, in the name of, or on behalf of the City) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy permits, or other entitlements to use or service portions of the Property approved, issued or granted by the City shall apply to the Construction of the Property to the extent such moratorium or other limitation is in conflict with this Agreement. Because the California Supreme Court ruled in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer and its assignees shall have the right to conduct the Construction to completion, including, without limiting the generality of that provision, the right to obtain all permits (including, without limitation, demolition, grading, building

and/or occupancy permits), and construct improvements on the Property in such order and at such rate and at such times as Developer or its assignees deems appropriate, within the exercise of its subjective business judgment, and consistent with this Agreement. The City acknowledges that Developer's decision to commence the Construction of the Property is based on expectations of proceeding to completion, relying upon the fact that all land use entitlements have been vested by virtue of this Agreement. The City agrees to take all steps necessary, in a timely manner and to complete its processing and approval (or reasonable disapproval) of same within sixty (60) days, unless City Planning Commission or City Council hearings are required in connection therewith, in order to facilitate the review and approval of any lot line adjustment, lot splits, subdivision, site planning and construction applications with respect to the Property. If such City Planning Commission or City Council hearings are required, the City shall schedule and conduct such hearings in the shortest reasonable time after receipt of Developer's application therefor. However, in the event that State or Federal laws or regulations enacted after this Agreement is executed prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State and Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

b. Sewer Hook-Up. The City shall provide Developer, at no special cost (other than City's adopted sewer connection fees) access, with functional sewer facilities in Harbor Boulevard. The sewer facilities provided by the City shall have adequate capacity to service Construction project.

9. Intent. The Parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.
10. Resolution/Material Terms. Conditions of approval for the Construction, if any, are attached hereto and incorporated herein as Exhibit "E."
11. Reimbursement. In recognition of the dedication of property described in Exhibit "B" attached hereto, no development impact fee shall be charged against Developer or the Property.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
 - (1) Failure of Developer to perform any of the provisions of this Agreement; or
 - (2) Mutual agreement of the Parties; or
 - (3) Failure of Developer to cure any default under the terms and conditions of any agreement with the Garden Grove Agency for Community Development for the Construction.
13. Periodic Review. The City shall review Developer's performance every twelve (12) months at the anniversary of the adoption of this Agreement during the Term hereof. Developer shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review the City finds and determines, based upon substantial evidence, that Developer, after notice and opportunity to cure as

provided in Section 28 below, has not taken good faith efforts to comply with terms or conditions of this Agreement, the City may terminate the Agreement. This review shall be conducted by the Director of Community Development.

14. City Discretion. The City retains its right and reasonable discretion, under all applicable Codes, to approve or disapprove any item related to this Property 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.
15. Improvement Schedule. The improvements to the Property which are vested pursuant to this Agreement shall be constructed by September 30, 2004.
16. Developer Breach. Failure of Developer to construct improvements as specified shall result in the withholding of building permits, any other permit or granting of occupancy for any unit until the breach is remedied to satisfaction of the City.
17. Non-Liability Provisions.

a. Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City pursuant to the terms of this Agreement.

b. Partners, Members, Agents and Employees of Developer. No partner, member, owner, agent or employee of the Developer, or any successor or assign of any of the foregoing, shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successors, or on any obligations under the terms of this Agreement, but the City shall look solely to the assets of Developer. In the event that Developer shall convey its interest in the Property as permitted herein, subsequent to that conveyance the City shall look solely to the successor-owner for defaults occurring subsequent to the date of that conveyance.

18. 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 or service of process.

Address of Developer is as follows:

RIGG HOTEL, LLC
Attention: Managing Member
650 Town Center Drive, Suite 1720
Costa Mesa, CA 92626

Address of City is as follows:

CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, CA 92840

19. Developer's Proposal. The Construction of the Property vested by this Agreement shall conform to Developer's project description summary for the Construction, attached hereto as Exhibit "C." In the event of any inconsistency between terms of the project description summary and this Agreement, this Agreement shall govern.
20. 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 Construction of the Property.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. 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 owners of an interest in the Property.
23. 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.
24. Indemnification. Developer agrees to protect, defend, and hold harmless the 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 bodily injury or death of any person, or damage to property, or interference with use of property, directly attributable to negligent acts or omissions, or willful misconduct, in the performance of the Agreement by Developer, Developer's agents, officers or employees, and subcontractors hired by Developer.
25. Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by the City and Developer.
26. Inconsistencies. Nothing in this Agreement shall limit or impair the Garden Grove Agency for Community Development's and Developer's obligations under any agreement with Developer.
27. Termination of Agreement. At the time of termination of this Agreement, whether pursuant to the provisions of this Section or in any other manner, the City agrees to execute, acknowledge and provide a quit claim of its rights hereunder in a form suitable for recording within ten (10) days after Developer's request therefor, and shall further cooperate in clearing the encumbrance of this Agreement from title to the Property as reasonably may be requested by Developer.
28. Right to Cure. A Party claiming a default pursuant to this Agreement shall give written notice of default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this

Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in default (i) if such Party cures such default within thirty (30) days of receipt of such notice, or (ii) if the default cannot reasonably be cured within such thirty (30) day period, such other Party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with diligence.

29. Attorneys' Fees. In any action between the parties, including an arbitration or a reference conducted pursuant to Section 638, et seq. of the California Code of Civil procedure, to interpret, enforce, reform, modify, rescind, or otherwise take action in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses, including, without limitation, litigation costs and reasonable attorneys' fees. Such fees, costs and expenses shall include fees, costs and expenses incurred on appeal or in collection of any judgments. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

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

ATTEST:

CITY CLERK

Date: _____

"CITY"

CITY OF GARDEN GROVE,
a municipal corporation

By: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

"DEVELOPER"

RIGG HOTEL, LLC, a California limited liability
company

BY: Tushar Patel

NAME: TUSHAR PATEL

TITLE: Member/Manager

EXHIBIT "A"
LEGAL DESCRIPTION
THAT REAL PROPERTY LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE,
CITY OF GARDEN GROVE, DESCRIBED AS FOLLOWS:

Lots 6 and 7 of Tract Map 12084, recorded at Book 520, pages 7-12 in the Official Records of Orange County, California.

EXHIBIT "B"
PROPERTY DEDICATION

See Attached

EXHIBIT "C"
Description of Construction
(Scope of Project)

The Construction (as defined in this Agreement) shall include the following and shall be completed in accordance with the stated terms and conditions. All costs associated with planning, designing and constructing the items outlined below shall be the sole responsibility of the Developer. Terms capitalized in this Exhibit "C" have the same meaning as ascribed thereto in the Agreement to which this Exhibit is appended.

Building Improvements. "Building Improvements" included in the Construction consist of a mid-rise building consisting of one hundred fifty (150) to two hundred (200) guest rooms/suites, with lobby, swimming pool and ancillary improvements.

Special Provisions. Special provisions applicable to the Construction consist of the following:

1. Developer is responsible for the payment of all fees imposed for the Construction as set forth in Exhibit "D" of this Development Agreement.

EXHIBIT "D"

CITY'S APPLICABLE FEE SCHEDULE (ATTACHED)

EXHIBIT "E"
SPECIAL CONDITIONS OF APPROVAL

NONE

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public, personally appeared, _____ / ___ / personally known to me or / ___ / proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Name (Typed or Printed)

CAPACITY CLAIMED BY SIGNER:

- _____ individual signing for oneself/themselves.
- _____ corporate officer(s) _____ (Titles)
- _____ partner(s) _____ Limited
- _____ _____ General
- _____ attorney-in-fact
- _____ trustee(s)/trustor(s)
- _____ guardian/conservator
- _____ other: **CITY CLERK**

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

CITY OF GARDEN GROVE, CALIFORNIA, USA

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public, personally appeared, _____ / ___ / personally known to me or / ___ / proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Name (Typed or Printed)

CAPACITY CLAIMED BY SIGNER:

- _____ individual signing for oneself/themselves.
- _____ corporate officer(s) _____ (Titles)
- _____ partner(s) _____ Limited
- _____ _____ General
- _____ attorney-in-fact
- _____ trustee(s)/trustor(s)
- _____ guardian/conservator
- _____ other: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

CITY OF GARDEN GROVE, CALIFORNIA, USA

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public, personally appeared, _____ / ___ / personally known to me or / ___ / proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Name (Typed or Printed)

CAPACITY CLAIMED BY SIGNER:

- _____ individual signing for oneself/themselves.
- _____ corporate officer(s) _____ (Titles)
- _____ partner(s) _____ Limited
- _____ _____ General
- _____ attorney-in-fact
- _____ trustee(s)/trustor(s)
- _____ guardian/conservator
- _____ other: **CITY ATTORNEY**

SIGNER IS REPRESENTING:

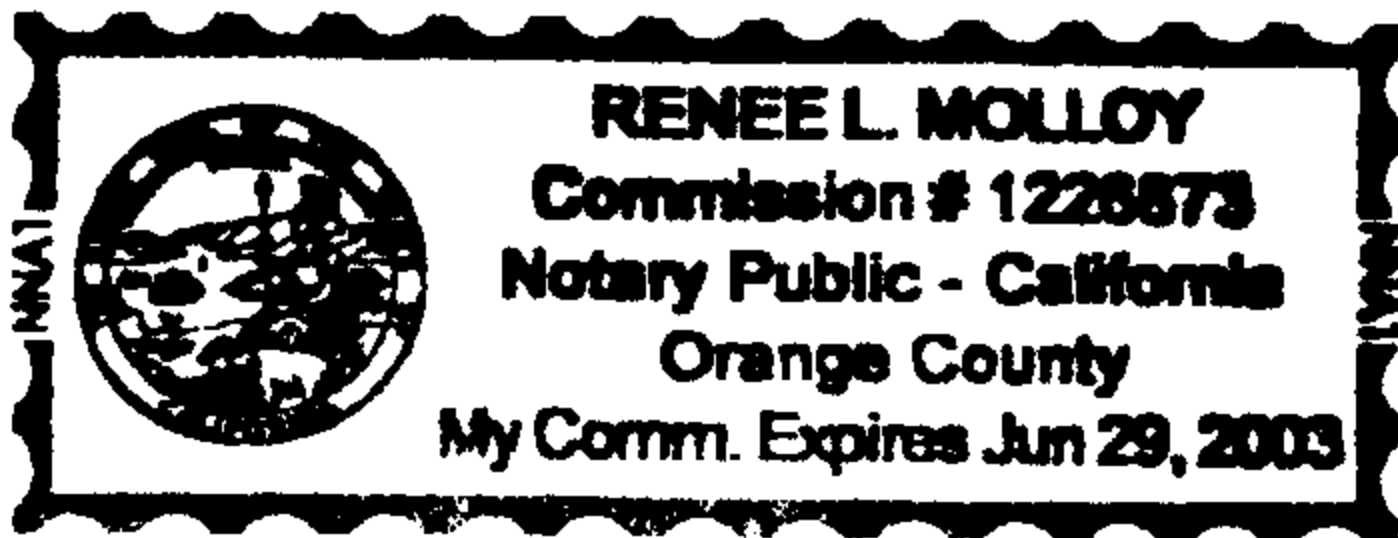
Name of Person(s) or Entity(ies)

CITY OF GARDEN GROVE, CALIFORNIA, USA

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On 1.14.02 before me, Renee L. Molloy, Notary Public, personally appeared, **TUSHAR PATEL** / X/ personally known to me or / / proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Renee L. Molloy
Renee L. Molloy
Name (Typed or Printed)

CAPACITY CLAIMED BY SIGNER:

- individual signing for oneself/themselves.
- corporate officer(s) _____ (Titles)
- partner(s) _____ Limited
- _____ General
- attorney-in-fact
- trustee(s)/trustor(s)
- guardian/conservator
- other: **MEMBER/MANAGER**

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

RIGG HOTEL, LLC, a California limited liability company



Fidelity National Title Company

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.*

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The Policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California Corporation.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.


Countersigned



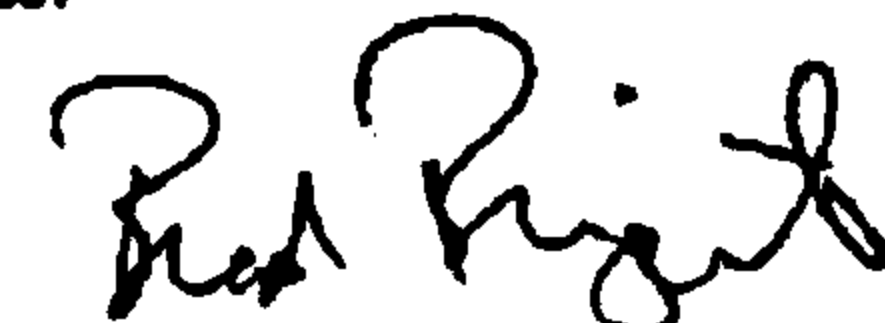
Fidelity National Title Company

BY



President

ATTEST



Secretary



Fidelity National Title Company

Major Accounts Division
1300 Dove Street, Suite 310 • Newport Beach, CA 92660
(949) 622-4845 • FAX (949) 477-6813

PRELIMINARY REPORT

TITLE OFFICER: Janis Okerlund

ORDER NO.: 9721823 - A
Amendment
LOAN NO.:

TO: TARSADIA HOTELS
650 TOWN CENTER DRIVE, SUITE #1720
COSTA MESA, CA 92626

ATTN: RENEE MOLLOY
YOUR REFERENCE.: 233-171-14&15

SHORT TERM RATE:

PROPERTY ADDRESS: SEE LEGAL ATTACHED, GARDEN GROVE, California

EFFECTIVE DATE: October 15, 2001, 07:30 A.M.

The form of Policy or Policies of title insurance contemplated by this report is:

California Land Title Association Standard Coverage Policy - 1990

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

RIGG HOTEL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF GARDEN GROVE, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

MH\YH 06/20/2001

EXHIBIT "ONE"

LOTS 6 AND 7 OF TRACT NO. 12084, AS SHOWN ON A MAP RECORDED IN BOOK 520, PAGES 7 TO 11 INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL UNDERGROUND WATER RIGHTS, WITHOUT THE RIGHT OF SURFACE ENTRY, AS DEDICATED TO THE CITY OF GARDEN GROVE BY ENDORSEMENT ON THE MAP OF TRACT NO. 12084.

Assessor's Parcel No: 233-171-14 & 15

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **Property taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2001-2002, Assessor's Parcel Number 233-171-14.**

Code Area Number: 18-156
1st Installment: \$1,619.79 OPEN
2nd Installment: \$1,619.79 OPEN
Land: \$287,268.00
Improvements: \$0.00
Exemption: \$
Personal Property: \$

Property taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2001-2002, Assessor's Parcel Number 233-171-15.

Code Area Number: 18-156
1st Installment: \$2,390.65 OPEN
2nd Installment: \$2,390.65 OPEN
Land: \$424,655.00
Improvements: \$0.00
Exemption: \$
Personal Property: \$

2. **The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.**

3. **Water rights, claims or title to water, whether or not disclosed by the public records.**

4. **THIS ITEM HAS BEEN INTENTIONALLY DELETED.**

5. **Easement(s) for the purposes(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract and per instrument recorded in Book 3273 Page 587 of official records.**

In Favor Of: Garden Grove Sanitary District
Purpose: Waterline
Affects: Lot 7

6. **Easement(s) for the purposes(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract and per instrument recorded in Book 3223 Page 224 of official records.**

In Favor Of: Garden Grove Sanitary District
Purpose: Waterline
Affects: Lot 7

7. **The terms and conditions pertaining to the set back and building restrictions on the Northerly 5.50 feet of Lot 6, as contained in an instrument recorded December 31, 1964 as Instrument No. 28066, in Book 7366, Page 915 of Official Records.**

8. **Easement(s)** for the purposes(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract.

Purpose: Sewer
Affects: Lot 6

9. **The fact** that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by the map of said Tract.

Affects: Harbor Boulevard

10. **Covenants and conditions** contained in the deed from Alicante Association, a California Nonprofit Mutual Benefit Corporation as grantor, to Angeli, LLC, a California Limited Liability Company, an undivided seventy five percent (75%) interest and Poonam, LLC, a California Limited Liability Company, an undivided twenty five percent (25%) interest, as tenants in common, as grantee, recorded June 30, 2000 as Instrument/File No. 2000-345653 of Official Records.
Reference being made to the document thereof for full particulars.

11. **Matters** contained in that certain document entitled "Maintenance Agreement" executed by and between Garden Grove Agency for Community Development, a public body, corporate and politic, Angeli, LLC, a California Limited Liability Company and Poonam, LLC, a California Limited Liability Company recorded June 30, 2000, Instrument No. 20000345666, of Official Records.

Reference is hereby made to said document for full particulars.

12. **Any rights of the parties in possession** of a portion of, or all of, said land, which rights are not disclosed by the public record.

This Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

- 13. Before issuing its policy of title insurance, this Company will require for review, the following documents from the Limited Liability Company named below.**

Limited Liability Company: Rigg Hotel, LLC, a California Limited Liability Company

- (a) A copy of its operating agreement and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- (b) Confirmation that its Articles of Organization (LLC-1), and Certificate of Amendment (LLC-2), any restated Articles of Organization (LLC-10) and/or Certificate of Correction (LLC-11) have been filed with the Secretary of State.
- (c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- (d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- (e) If the Limited Liability Company was formed in a foreign jurisdiction, evidence satisfactory to the Company, that it has complied with California "doing business" laws, if applicable.

After review of the requested documents, the Company reserves the right to add additional items or make additional requirements prior to the issuance of any policy of title insurance.

- 14. This company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon. After review of the requested Statement(s) of Information the Company may have additional requirements before the issuance of any policy of title insurance.**

Parties: All Parties

(Note: The statement of information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed statement of information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the statement of information is essential and will be kept strictly confidential to this file).

END OF ITEMS

Note 1. Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:

APN:	233-171-14
Fiscal year	2000-2001
1st Installment:	\$1,592.26 PAID
2nd Installment:	\$1,592.26 PAID
Exemption:	\$None shown
Land:	\$281,636.00
Improvements:	\$0.00
Personal Property:	\$None shown
Code Area:	18-156

Note 2. Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:

APN:	233-171-15
Fiscal year	2000-2001
1st Installment:	\$2,349.94 PAID
2nd Installment:	\$2,349.94 PAID
Exemption:	\$None shown
Land:	\$416,329.00
Improvements:	\$0.00
Personal Property:	\$None shown
Code Area:	18-156

Note 3. If you are aware of any improvements whatsoever that have been recently completed, that are ongoing, or contemplated prior to closing, this office must be informed of these facts immediately so that your transaction is not delayed.

Note 4. Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation deals with the disbursement of funds deposited with any title entity acting in an escrow or subescrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or subescrow account prior to disbursement of any funds. Some methods of funding may subject funds to a holding period which must expire before any funds may be disbursed. In order to avoid any such delays, all fundings should be done through wire transfer, certified check or checks drawn on California financial institutions.

Note 5. The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.

Note 6. California Revenue and Taxation Code Section 18668, effective January 1, 1991, requires that the buyer in all sales of California Real Estate, wherein the Seller shows an out of State Address, withhold 3-1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

WIRING INSTRUCTIONS

Senate Bill 1550, which became effective January 1, 1985, requiring the title companies to disburse on collected funds has raised many questions. The following information is provided to assist our customers with the law:

The fastest method for receiving collected funds is by wire transfer of funds credited to your account. The following instructions should be used when funds are being wired to our bank:

EFFECTIVE AUGUST 17, 2000

Wire funds through the Federal Reserve Bank to:

**First Bank & Trust
11901 Olive Boulevard
Creve Coeur, MO 63141**

ABA No.: 081009428

**Credit to: Fidelity National Title
Account No. 9406910038**

Title Order No.: 9721823

EXHIBIT A

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
 5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A or
 - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

SCHEDULE B EXCEPTIONS

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:

- (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE B, PART I EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXHIBIT A (CONTINUED)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE AND AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid

value for the insured mortgage.

- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- Any claim, which arises out of the transaction creating the interest of the mortgages insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgages being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgages as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgages being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) AND AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;

- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy, or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above ALTA policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**EXHIBIT A
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6-2-98)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-17-98)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**RESIDENTIAL TITLE INSURANCE POLICY
ONE-TO-FOUR FAMILY RESIDENCE
ENHANCED VERSION (1997)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - a. land use;
 - b. improvements on the land;
 - c. land divisions; or
 - d. environmental protection.This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the coverage described in Item 12c and d, 13 and 18 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a. a notice of exercising the right appears in the public records on the Policy Date; or
 - b. the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:
 - a. that are created, allowed, or agreed to by you;
 - b. that are known to you, but not to us, on the Policy Date - unless they appeared in the public records;
 - c. that result in no loss to you; or
 - d. that first affect your title after the Policy Date - this does not limit the coverage described in Items 3b, 8, 17 and 19 of Covered Title Risks.
4. Failure to pay value for your title.
5. Lack of a right: (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A or (b) in streets, alleys, or waterways that touch your land.
This exclusion does not limit the coverage described in Items 5 and 12a of the Covered Title Risks.

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



Fidelity National Title

INSURANCE COMPANY

VESTING
DOCUMENT(S)

RECORDING REQUESTED BY:

10774.491/2

When Recorded Mail Document

and Tax Statement To:

COSS SHREIAR & LAW
18300 Von Karman Avenue
Suite 850
Irvine, CA 92612-1035
949/553-1991

Escrow No.

Title Order No.

APN: 233-171-14 Lot 6
233-171-15 Lot 7

Recorded in Official Records, County of Orange
Gary Granville, Clerk-Recorder

11:00 AM 10.00

20000645027 03:04pm 11/28/00

114 21 G02 3

0.00 0.00 0.00 0.00 4.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

Grantors and Grantee are comprised of the same parties who continue to hold the same proportionate interest in the property.
R & T 11923(d)

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ -0- no consid. City tax \$ _____

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
TUSHAR PATEL and URVASHI PATEL, husband and wife as community property

hereby remises, releases and quitclaims to
RIGG HOTEL, LLC, a California limited liability company

the following described real property in the City of GARDEN GROVE
County of ORANGE

State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

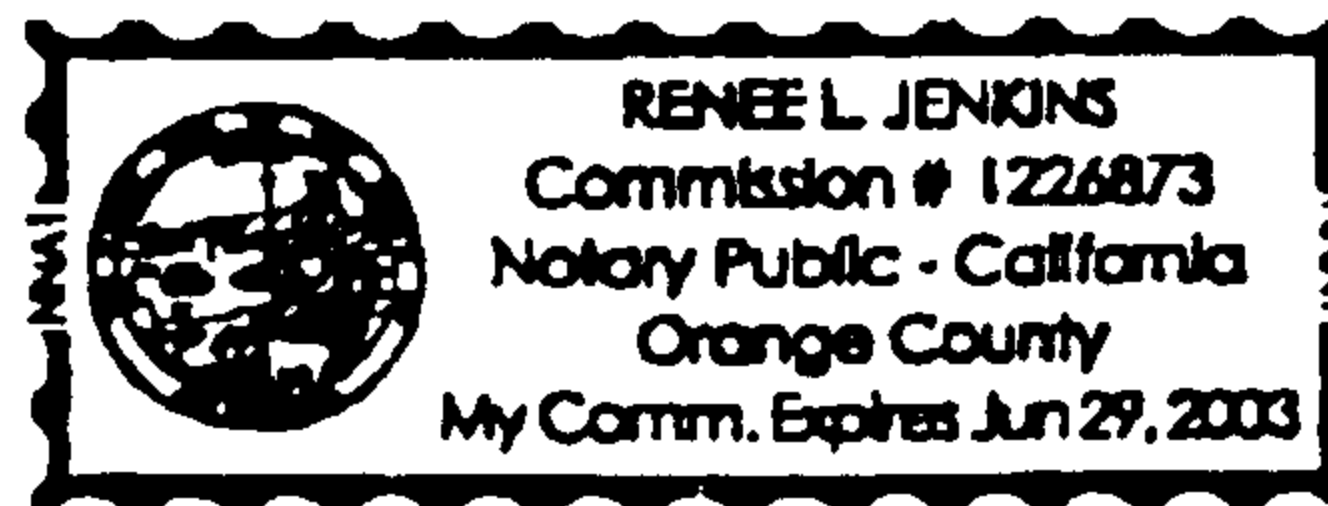
DATED: NOV 27 2000

STATE OF CALIFORNIA
COUNTY OF ORANGE
ON 11.27.00 before me,
RENEE L. JENKINS Notary personally appeared
TUSHAR PATEL and URVASHI PATEL

Tushar Patel
TUSHAR PATEL

U. Patel
URVASHI PATEL

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



Witness my hand and official seal.
Signature Renee L. Jenkins

MAIL TAX STATEMENT AS DIRECTED ABOVE

71

Handwritten initials

157

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 6 and 7 – Hyatt Alicante, Garden Grove, CA
APNs: 233-171-14 and 233-171-15

PARCEL A:

LOTS 6 AND 7 OF TRACT NO. 12084, SHOWN ON A MAP RECORDED IN BOOK 520, PAGES 7 TO 12 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL UNDERGROUND WATER RIGHTS, WITHOUT THE RIGHT OF SURFACE ENTRY, AS DEDICATED TO THE CITY OF GARDEN GROVE BY ENDORSEMENT ON THE MAP OF TRACT NO. 12084.

EXHIBIT "B"

Grantors convey to Grantee the property referenced in the Quitclaim Deed, subject to the following restrictions in the principal use thereof, which prohibited uses shall be applicable (a) for the benefit of the owner(s) of the real property located at 100 and 300 Alicante Plaza, Garden Grove, California (the "Hotel Property"), and (b) only for so long as the Hotel Property is operated as a hotel and hospitality business:

1. A full-service first class hotel operated under the names of Marriott Hotel, Hilton Hotel, Sheraton Hotel, Westin Hotel, Intercontinental Hotel, Crowne Plaza or Omni Hotel, or where a first class full service hotel is to be operated thereon with five thousand (5,000) or more square feet of meeting space.
2. Rooming or boarding house.
3. Amusement park, arcade or carnival.
4. Mobile home park.
5. Video game rooms.
6. Landfill.
7. Go-Cart course.
8. Nude or semi-nude dancing or service.
9. Adult or X-Rated book, video or exhibition store.
10. "Head" shop selling or displaying drug paraphernalia.
11. Massage parlor (except where incidental to medical, physical therapy or chiropractic practices, or health club or exercise facility).
12. Tattoo or body piercing parlor.
13. Funeral home or mortuary.
14. Transmission or broadcast tower or antenna (other than a cellular or similar antenna which are attached to a building and do not exceed the building height).
15. Auto repair business.
16. Single or multi-family housing.
17. Vehicle gas station.
18. Convenience store.
19. Used vehicle sales.
20. Industrial manufacturing.



Fidelity National Title

INSURANCE COMPANY

LEGAL
DESCRIPTION
ITEM(S)

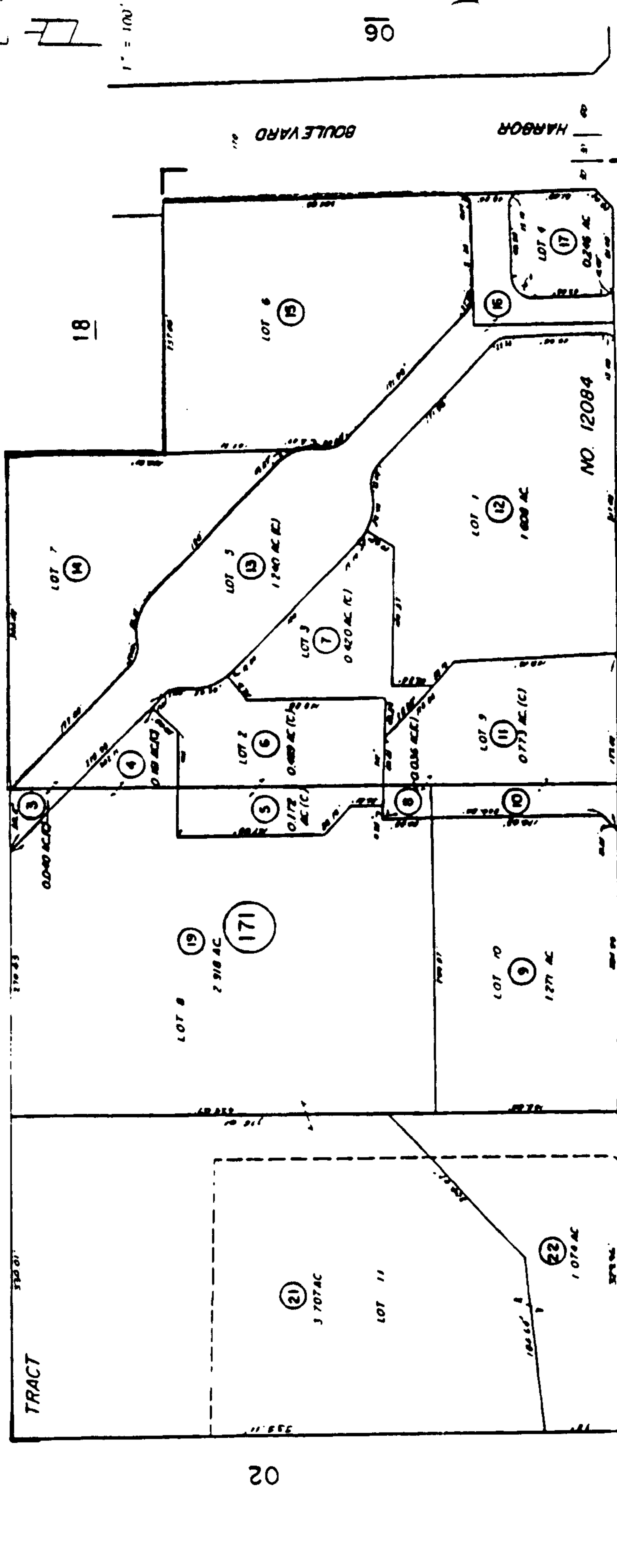
THIS MAP IS FURNISHED AS A MATTER OF ACCOMMODATION ONLY.
 AND NO LIABILITY IS ASSUMED BY ITS ATTACHMENT TO THE
 POLICY OF TITLE INSURANCE COMPANY.
 ROBERTY NATIONAL TITLE INSURANCE COMPANY.

POR. SE 1/4. SE 1/4. SW 1/4. SEC. 27. T 4 S. R 10 W

233-17

THIS MAP WAS PREPARED FOR ORANGE
 COUNTY ASSESSOR DEPT. PURPOSES ONLY.
 THE ASSESSOR MAKES NO GUARANTEE AS TO
 ITS ACCURACY NOR ASSUMES ANY LIABILITY
 FOR OTHER USES. NOT TO BE REPRODUCED.
 ALL RIGHTS RESERVED. COUNTY ASSESSOR 1989

18



5 1/2" COP
 SEC 27-4-10

ASSESSOR'S MAP
 BLOCK 3
 PARCEL NUMBERS
 SHOWN IN CIRCLES

M.M. 520-7 TO 12 INC

TRACT NO 12084

MARCH 1985

231-48

GUARD
 STREET

CHAPMAN
 AVENUE

02

06

18

1" = 100'



Fidelity National Title

INSURANCE COMPANY

SCHEDULE B
DOCUMENTS

SHEET 1 OF 8 SHEETS
ALL OF TENTATIVE TRACT NO. 12084
17 LOTS
18.344 ACRES
BLOCK 1940
MODULES 01, 42, 43, 44,
54, 61 AND 64

TRACT NO. 12084

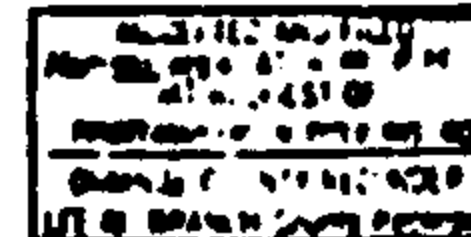
IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLLAS, AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGE 10, MISCELLANEOUS MAPS AND PARCELS 1 THROUGH 8 AS SHOWN ON A MAP FILED IN BOOK 132, PAGES 13 AND 14 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

JAMES R. CRAWFORD, L.S. 4065

NOVEMBER, 1983

86-120063



OWNERSHIP CERTIFICATE

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

WE HEREBY DEDICATE TO THE PUBLIC FOR STREET PURPOSES, CHAPMAN AVENUE AND HARBOR BOULEVARDS.

WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE ALL RIGHTS TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE ALL VEHICULAR ACCESS RIGHTS TO CHAPMAN AVENUE AND HARBOR BOULEVARD, EXCEPT AT STREET INTERSECTIONS OR EXCEPT AT APPROVED ACCESS OPENINGS TO BE DETERMINED AT A LATER DATE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM LICENSED LAND SURVEYOR NO. 4065 OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 8 SHEETS AND THE TRUE AND COMPLETE SURVEY MADE IN DECEMBER, 1982, WHICH IT CORRECTLY REPRESENTS WERE MADE BY ME OR UNDER MY DIRECTION; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BY SAID MAP AND MONUMENT NOTES; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

James R. Crawford
JAMES R. CRAWFORD, L.S. 4065

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP AS FILED WITH, APPROVED AND APPROVED BY THE CITY ZONING ADMINISTRATOR; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH AND THE MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED TO BY THE SURVEYOR.

DATED THIS 29th DAY OF February, 1984.

JOSEPH S. SCHENK
CITY ENGINEER OF GARDEN GROVE

Joseph S. Schenk

GATEWAY PROPERTIES, A CALIFORNIA GENERAL PARTNERSHIP

BY: *Robert F. Beauchamp*
DR. ROBERT F. BEAUCHAMP, GENERAL PARTNER

BY: GATEWAY PROPERTIES LIMITED, A LIMITED PARTNERSHIP, GENERAL PARTNER

Robert F. Beauchamp

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

Delbert L. Powers
DELBERT L. POWERS, DIRECTOR

Carolyn Morris
CAROLYN MORRIS, SECRETARY

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA,
FORMERLY TITLE INSURANCE AND TRUST COMPANY,
A CALIFORNIA CORPORATION,
TRUSTEE UNDER DEEDS OF TRUST RECORDED IN BOOK 12017,
PAGE 659 OF OFFICIAL RECORDS OF ORANGE COUNTY.

John H. Hanson
ASST. SECRETARY

LLOYDS BANK CALIFORNIA, A CALIFORNIA CORPORATION,
BENEFICIARY UNDER DEEDS OF TRUST RECORDED AS INSTRUMENT
NO. 83-31718 AND AS INSTRUMENT NO. 83-31719 OF
OFFICIAL RECORDS OF ORANGE COUNTY.

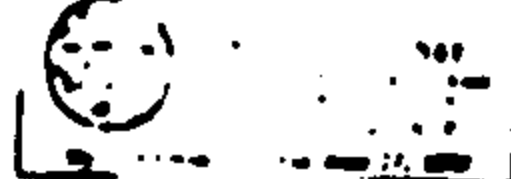
James B. Watter
JAMES B. WATTER, VICE PRES.

James B. Watter
ASST. VICE PRES.

STATE OF CALIFORNIA
COUNTY OF ORANGE) SS

ON THIS 17th DAY OF FEBRUARY, 1984, BEFORE ME, DAVE GATEWAY, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DR. ROBERT F. BEAUCHAMP, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE ONE OF THE GENERAL PARTNERS OF GATEWAY PROPERTIES, THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES June 12, 1987 WITNESS MY HAND AND OFFICIAL SEAL.

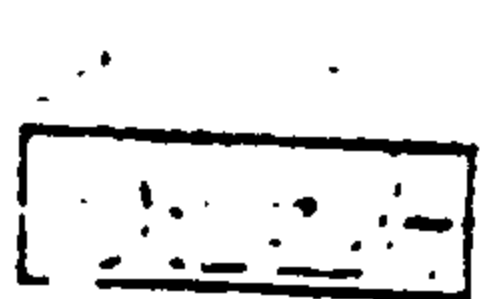


Dave Gateway
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF CALIFORNIA
COUNTY OF ORANGE) SS

ON THIS 17th DAY OF FEBRUARY, 1984, BEFORE ME, ERIN L. CLANCY, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROBERT F. BEAUCHAMP, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE ONE OF THE GENERAL PARTNERS OF GATEWAY PROPERTIES LIMITED, THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID PARTNERSHIP, SAID PARTNERSHIP BEING KNOWN TO ME TO BE ONE OF THE GENERAL PARTNERS OF GATEWAY PROPERTIES, THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME AS SUCH PARTNER AND THAT SUCH PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES June 12, 1987 WITNESS MY HAND AND OFFICIAL SEAL.



Erin L. Clancy
NOTARY PUBLIC IN AND FOR SAID STATE

SEE ABOVE -

NOTE: SEE SHEET 2 FOR ADDITIONAL TITLE SHEET CERTIFICATES AND NOTES.

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS 21st DAY OF MARCH, 1984.

C. S. WILSON
COUNTY SURVEYOR

C. S. Wilson

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

ON THIS 27th DAY OF FEBRUARY, 1984, BEFORE ME, A. J. THORNTON, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DELBERT L. POWERS AND CAROLYN MORRIS, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE DIRECTOR AND SECRETARY, RESPECTIVELY, OF GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, THE AGENCY THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID AGENCY AND ACKNOWLEDGED TO ME THAT SUCH AGENCY EXECUTED THE SAME.

MY COMMISSION EXPIRES 4-30-86 WITNESS MY HAND AND OFFICIAL SEAL.

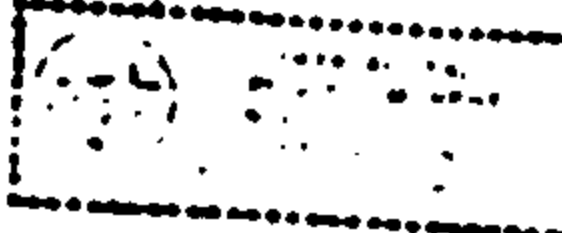


A. J. Thornton
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

ON THIS 27th DAY OF FEBRUARY, 1984, BEFORE ME, FRANK D. MURPHY, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED John H. Hanson, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE ASSISTANT SECRETARY OF TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 12-30-87 WITNESS MY HAND AND OFFICIAL SEAL.



Frank D. Murphy
NOTARY PUBLIC IN AND FOR SAID STATE

GOVERNMENT CODE 273617
I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED BEARS AS FOLLOWS:

NAME OF NOTARY: ERIN L. CLANCY
DATE COMMISSION EXPIRES: JUNE 12, 1987
COUNTY WHERE BOND IS FILED: ORANGE COUNTY
PLACE OF EXECUTION: SANTA ANA, CA
DATE: MARCH 2, 1984

William H. Thoms
FIRST AMERICAN TITLE INS. CO.

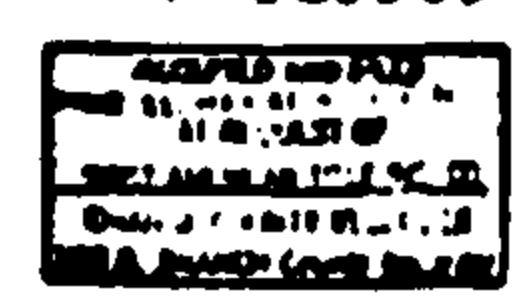
SHEET 2 OF 6 SHEETS
ALL OF TENTATIVE TRACT NO. 12084
11 LOTS
18.344 ACRES

TRACT NO. 12084

IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA.
JAMES R. CRAWFORD, L.S. 4965

NOVEMBER, 1983

84-120063



11/83

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD ON THE 27th DAY OF January, 1984, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC THE DEDICATION FOR STREET PURPOSES OF CHAPMAN AVENUE AND HARBOR BOULEVARD.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE:
1. ALL RIGHTS TO UNDERGROUND WATER AS DEDICATED.
2. THE VEHICULAR ACCESS RIGHTS TO CHAPMAN AVENUE AND HARBOR BOULEVARD AS RELEASED AND RELINQUISHED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (C) (1) OF THE SUBDIVISION MAP ACT.

DATED THIS 27 DAY OF January, 1984.

James R. Crawford
CITY CLERK OF GARDEN GROVE

BY _____

SIGNATURE OMISSIONS NOTE

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

- 1) THE STEARNS RANCHOS COMPANY, HOLDER OF EASEMENTS FOR CIENEGAS AND NATURAL STREAMS OF WATER, IF ANY, AND TO CONSTRUCT IRRIGATION OR DRAINAGE DITCHES AND FOR ROADS, RAILROADS AND DITCHES AS RESERVED IN INSTRUMENT RECORDED IN BOOK 274, PAGE 354 OF DEEDS AND RE-RECORDED IN BOOK 87, PAGE 344 OF DEEDS.
- 2) THE SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR ELECTRIC LINES AND APPURTENANCES RECORDED IN BOOK 203, PAGE 377 OF DEEDS; IN BOOK 3023, PAGE 289; IN BOOK 4088, PAGE 185; IN BOOK 8232, PAGE 194; IN BOOK 12636, PAGE 147; AND AS INSTRUMENT NO. 83-253985, ALL OF OFFICIAL RECORDS.
- 3) GARDEN GROVE SANITARY DISTRICT, HOLDER OF EASEMENTS FOR WATER LINE PURPOSES AND APPURTENANCES RECORDED IN BOOK 3273, PAGE 387 AND IN BOOK 3223, PAGE 224 BOTH OF OFFICIAL RECORDS.
- 4) PACIFIC TELEPHONE AND TELEGRAPH COMPANY, HOLDER OF EASEMENTS FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES RECORDED IN BOOK 3487, PAGES 412 AND 413; IN BOOK 3478, PAGE 531; IN BOOK 3309, PAGE 433; IN BOOK 3728, PAGE 38; IN BOOK 11403, PAGE 1301; AND AS INSTRUMENT NO. 83-253985, ALL OF OFFICIAL RECORDS.
- 5) CITY OF GARDEN GROVE, HOLDER OF EASEMENTS FOR WATER PIPELINES AND APPURTENANT STRUCTURES AND FOR STREET AND HIGHWAY PURPOSES RECORDED IN BOOK 8033, PAGE 783; IN BOOK 8236, PAGE 802; IN BOOK 18362, PAGE 731; IN BOOK 12636, PAGE 147; AND IN BOOK 13688, PAGE 893; AND AS INSTRUMENT NO. 83-253985, ALL OF OFFICIAL RECORDS.

COUNTY TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

DATED THIS 27 DAY OF March, 1984.

Robert L. Citron
COUNTY TAX COLLECTOR-TREASURER

BY Ed A. Hill
DEPUTY TAX COLLECTOR



ABANDONMENT NOTE

PURSUANT TO SECTION 66489.20 1/2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THOSE EASEMENTS FOR STREET AND HIGHWAY PURPOSES AS DESCRIBED IN PARCELS II AND III OF AN EASEMENT GRANT DEED TO THE CITY OF GARDEN GROVE RECORDED IN BOOK 8033, PAGE 783 AND IN PARCEL 8 OF A STREET DEED TO THE CITY OF GARDEN GROVE RECORDED TO BOOK 13688, PAGE 893, BOTH IN OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

CLERK OF THE BOARD OF SUPERVISORS' TAX CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I HEREBY CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS 12 DAY OF March, 1984.

Doris L. Hilbert
CLERK OF THE BOARD

BY Charles J. Jones
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

ON THIS 9 DAY OF February, 1984, BEFORE ME, Michelle Saath, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED James R. Yarbrough and Alicia R. DeBora, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE VICE PRESIDENT AND ASST. VICE PRES., RESPECTIVELY, OF LLOYDS BANK CALIFORNIA, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 1-12-86 WITNESS MY HAND AND OFFICIAL SEAL:



Michelle Saath
NOTARY PUBLIC IN AND FOR SAID STATE

IMPERIAL CREDITCORP., A CALIFORNIA CORPORATION,
BENEFICIARY UNDER A DEED OF TRUST RECORDED AS INSTRUMENT
NO. 83-111488 OF OFFICIAL RECORDS OF ORANGE COUNTY.

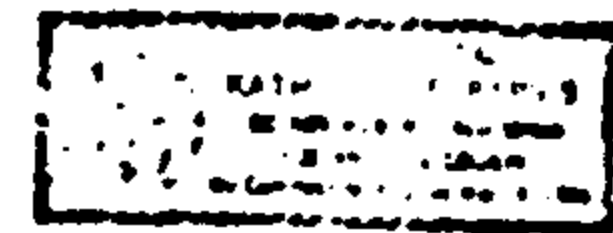
Bill
G. PRELL, PRESIDENT

C. Murles
C. MURLES, CHIEF SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

ON THIS 17 DAY OF February, 1984, BEFORE ME, Katherine F. Parris, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED G. Prell AND C. Murles, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PRESIDENT AND ASSISTANT SECRETARY, RESPECTIVELY, OF IMPERIAL CREDITCORP., THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES 1-12-86 WITNESS MY HAND AND OFFICIAL SEAL:



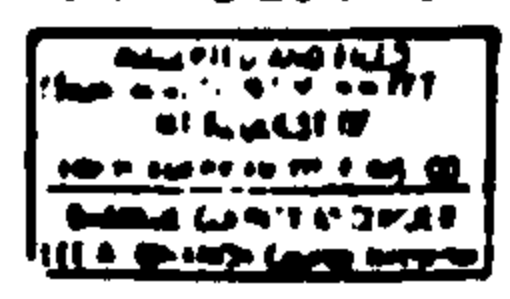
Katherine F. Parris
NOTARY PUBLIC IN AND FOR SAID STATE

SHEET 3 OF 6 SHEETS
ALL OF TENTATIVE TRACT NO 12084
11 LOTS
10 944 ACRES

TRACT NO. 12084

IN THE CITY OF GARDEN GROVE,
COUNTY OF ORANGE, STATE OF CALIFORNIA.
JAMES R CRAWFORD, L.S. 4965 NOVEMBER, 1983

84-120063

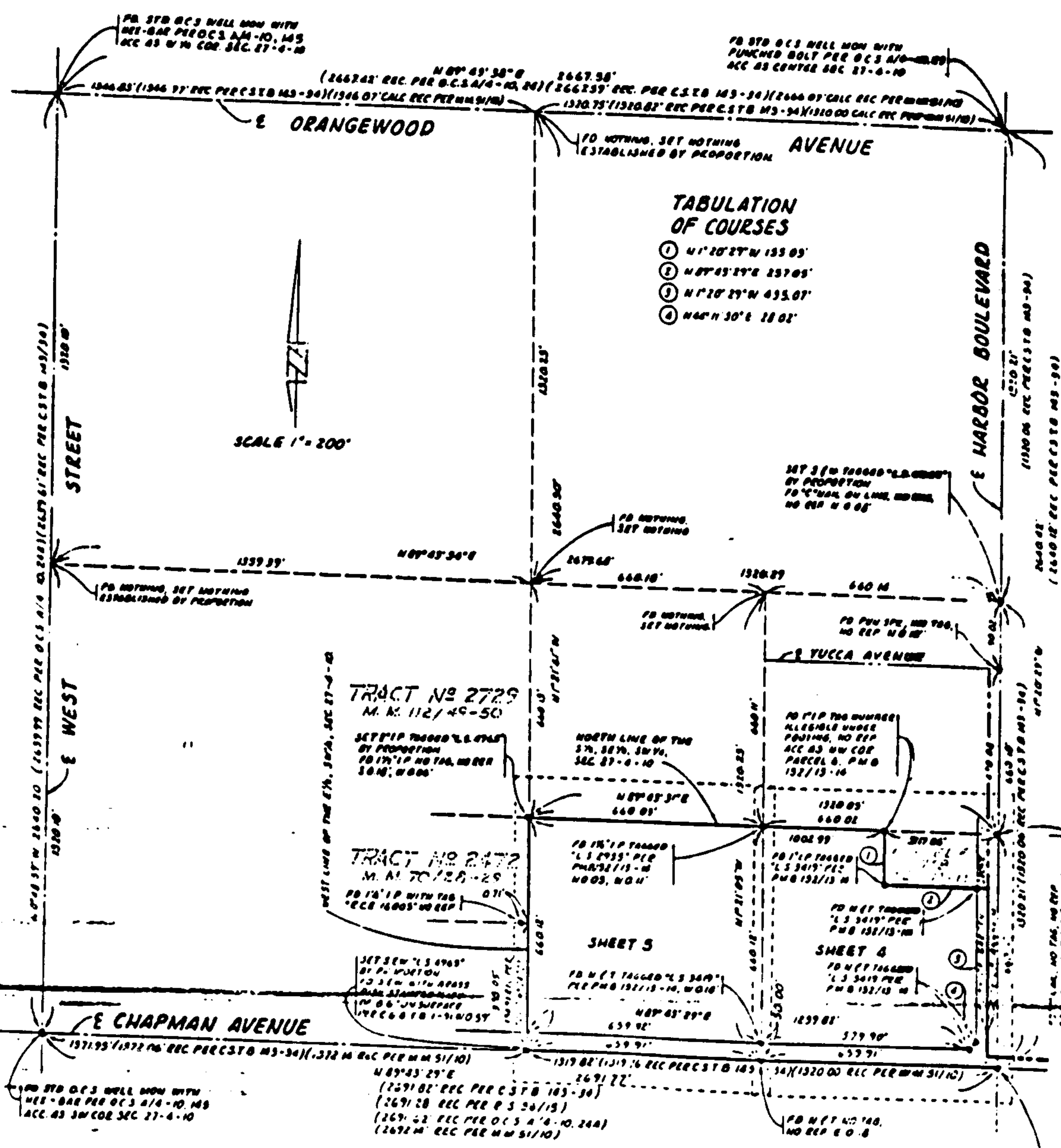


BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF CHAPMAN AVENUE PER PMS 152/13-14, RECORDS OF ORANGE COUNTY, CALIFORNIA, BEING N 89-43-29 E.

MONUMENT NOTES

○ INDICATES F.O. MONUMENTS AS SHOWN HEREON.
1" I.P. TAGGED "L.S. 4965" OR A LEAD AND TAG "L.S. 4965" IN CONCRETE OR A SPIRE AND TAG "L.S. 4965" IN ASPHALT IS TO BE SET AT ALL LOT CORNERS, LOT B.C.'S AND LOT E.C.'S.
ALL MONUMENTS SHOWN HEREON AS SET, WILL BE SET WITHIN NINETY DAYS AFTER COMPLETION OF IMPROVEMENTS.



TABULATION OF COURSES

- ① N 1° 20' 27" W 133.03'
- ② N 89° 43' 29" E 257.05'
- ③ N 1° 20' 29" W 435.07'
- ④ N 89° 43' 30" E 18.02'

BOUNDARY CONTROL & INDEX MAP

SHEET 4 OF 6 SHEETS
ALL OF TENTATIVE TRACT NO. 12084
11 LOTS
18.544 ACRES

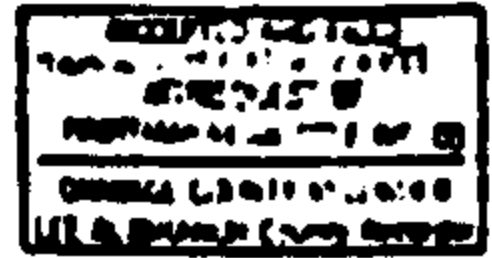
TRACT NO. 12084

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

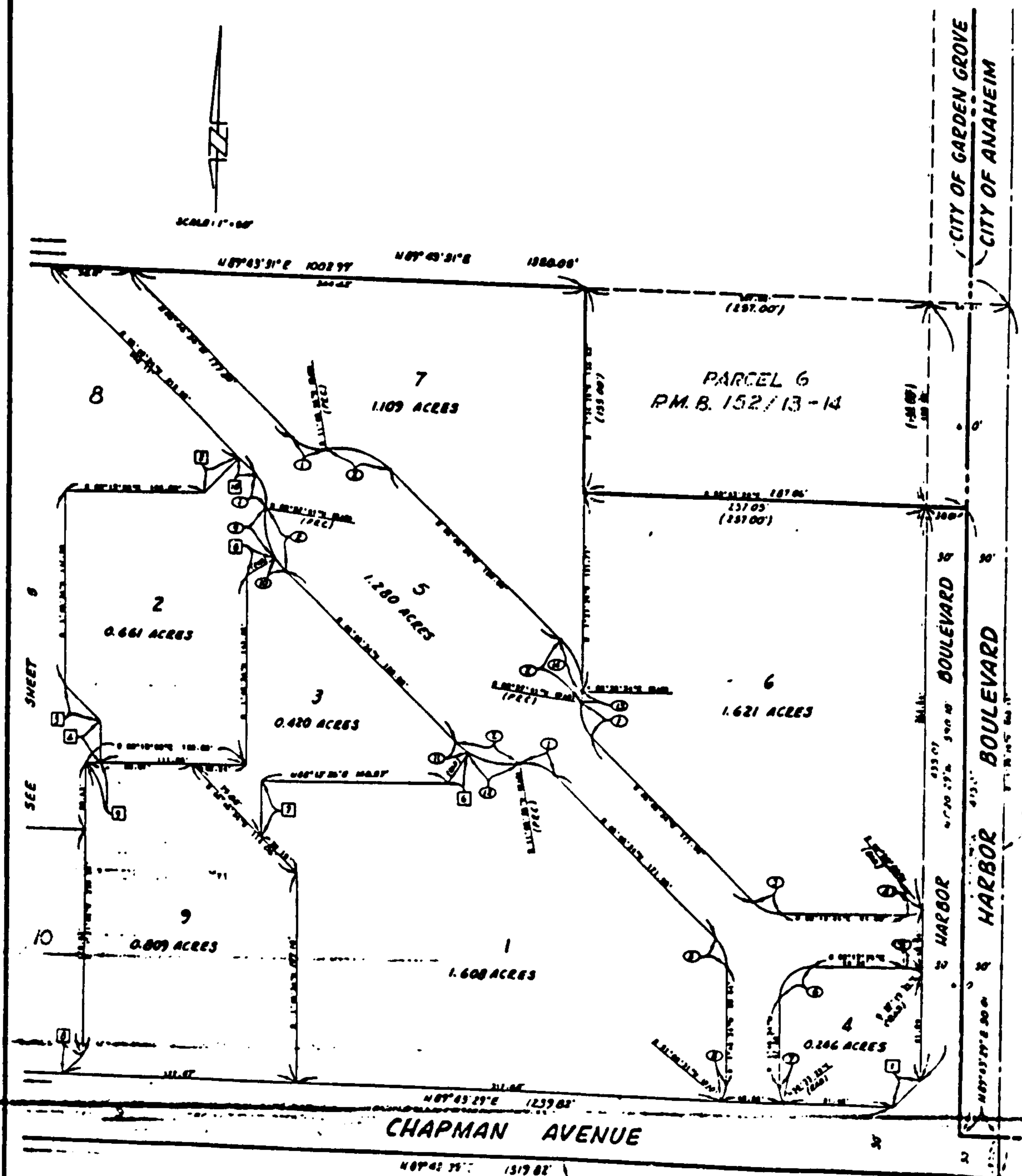
JAMES R. CRAWFORD, L.S. 4965

NOVEMBER, 1963

84-120063



18-00



Lot	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area
1	1.608																			
2	0.661																			
3	0.420																			
4	0.246																			
5	1.280																			
6	1.621																			
7	1.109																			
8	0.809																			
9	0.809																			
10	0.809																			
11	0.246																			

Lot	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	
1	1.608																			
2	0.661																			
3	0.420																			
4	0.246																			
5	1.280																			
6	1.621																			
7	1.109																			
8	0.809																			
9	0.809																			
10	0.809																			
11	0.246																			

NOTES

1. SEE SHEET 6 FOR EMBELEMMENT DETAIL.
2. SEE SHEET 3 FOR BASIS OF BEARINGS, MONUMENT NOTES AND BOUNDARY CONTROL AND INDEX MAP.

JN 22320

SHEET 5 OF 6 SHEETS

ALL OF TENTATIVE TRACT NO 12084
11 LOTS
18.644 ACRES

TRACT NO. 12084

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

JAMES R. CRAWFORD, L.S. 4965

NOVEMBER, 1983

84-120063

RECEIVED AND FILED
 FROM JAMES R. CRAWFORD
 AT COUNTY CLERK
 OFFICE OF THE COUNTY CLERK
 ORANGE COUNTY, CALIFORNIA
 JAN 10 1984

16.00



TRACT NO 2472
M.A. 38-1/38-29

TRACT NO 8274
M.A. 38-1/38-39

PROPOSED MONUMENTARY MONUMENT AND EGRESS
 EASEMENT TO BE LOCATED TO THE GARDEN
 GROVE SANITARY DISTRICT

25' WIDE PACIFIC TEL (TEL CO)
 EASEMENT PER O.R. 6307/455

2.669 ACRES

8
5.031 ACRES

10
1.271 ACRES

2

9

CHAPMAN AVENUE

8 CHAPMAN AVENUE

- NOTES
1. SEE SHEET 6 FOR EASEMENT DETAIL.
 2. SEE SHEET 3 FOR BASIS OF BEARINGS, MONUMENT NOTES AND BOUNDARY CONTROL AND LITER MAP.

SHEET 6 OF 6 SHEETS
ALL OF TENTATIVE TRACT NO. 12084
11 LOTS
18.844 ACRES

TRACT NO. 12084

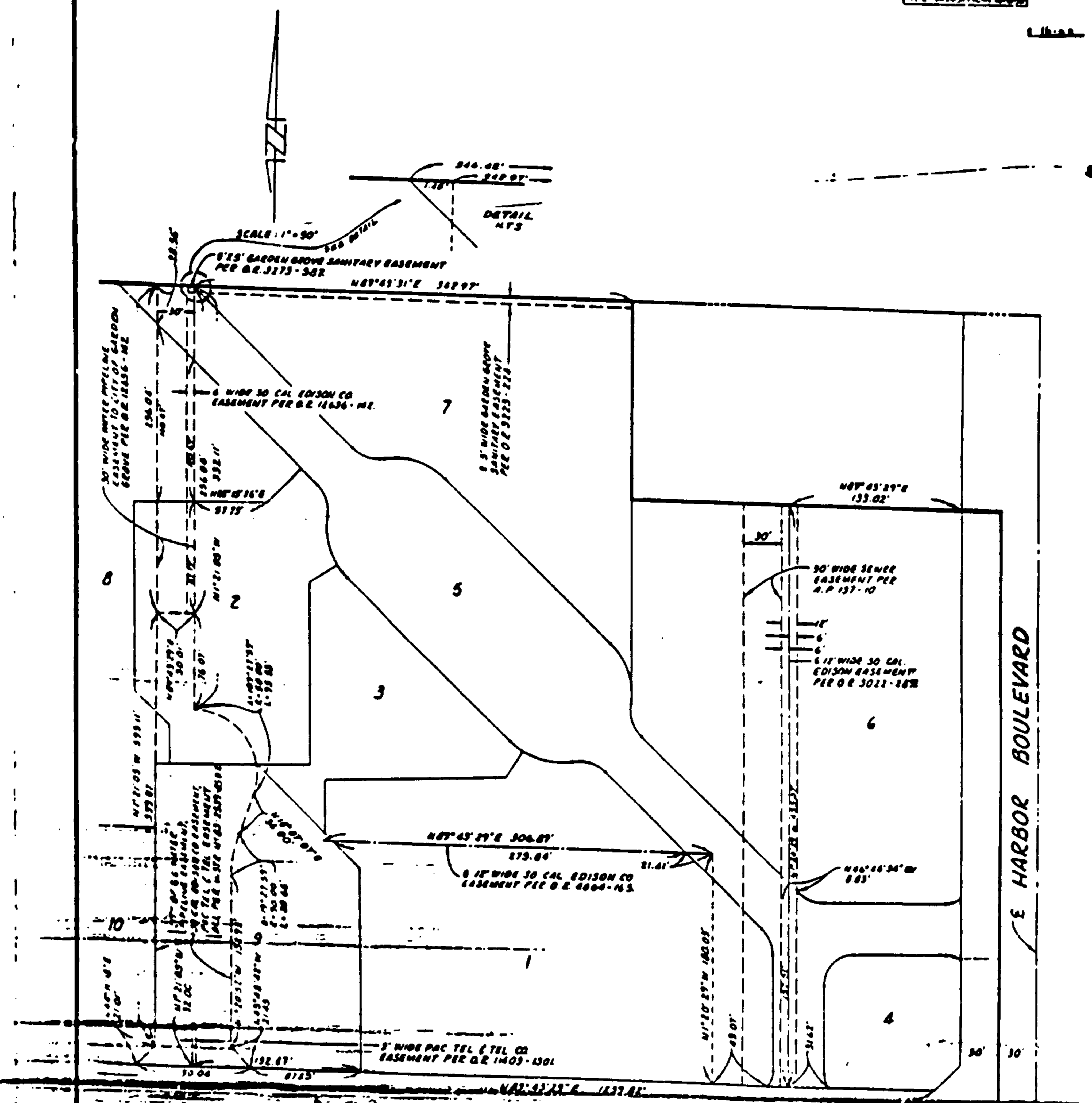
IN THE CITY OF GARDEN GROVE,
COUNTY OF ORANGE, STATE OF CALIFORNIA.

JAMES R. CRAWFORD, L.S. 4965

NOVEMBER, 1983

84-120063

RECEIVED AND FILED
PLAT NO. 12084
DATE 11/15/83
FILED IN 12084
OFFICE OF THE CLERK
COUNTY OF ORANGE, CALIFORNIA



EASEMENT DETAIL

JN 22320

CBS
#7

Mail to: City of Garden Grove
11391 Acacia St.
Garden Grove, Calif.

28066

RECORDED AT REQUEST OF
CITY OF GARDEN GROVE
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
9:05 AM DEC 31 1964
J. WYLE CARLILE, County Recorder

BOOK 7366 PAGE 915

DECLARATION FREE

The undersigned hereby declare that they are the owners of the following described real property:

Assessor's Parcel No. 137-102-13
Assessor's Parcel No. 137-102-14

Whereas, the undersigned require a building permit to enlarge a building on Assessor's Parcel No. 137-102-13.

The undersigned promises the City of Garden Grove that the property described below as an easement shall not at any time be built upon by the owner of either Assessor's Parcel No. 137-102-13 or Assessor's Parcel No. 137-102-14, without the written approval of the City of Garden Grove.

Declarants further state that the building permit required to enlarge declarants' property would not be granted if it were not for this promise by declarants. The legal description of the property is as follows:

An easement over the south 5.50 feet of the north 160.50 feet of the East 193.00 feet of the southeast one-quarter of the south-east one-quarter of the Southwest one-quarter of Section 27, Township 4 South, Range 10 West, S.B.B. & M. EXCEPTING that portion included in Harbor Boulevard.

This Agreement is a covenant running with Assessor's Parcels Nos. 137-102-13 and 137-102-14.

This instrument shall bind the successors in interest of either parcel and this instrument may not be amended or terminated without the permission of the City of Garden Grove. Executed at Garden Grove, California this 15 day of December, 1964.

Soule C. Oertly
SOULE C. OERTLY

Mabel E. Oertly
MABEL E. OERTLY

500 7366 PAGE 916

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS:

On this 15 day of December, 1964, before me, the undersigned,
a Notary Public in and for said County and State, personally
appeared SOULE C. OERTLY and MABEL E. OERTLY, known to me to
be the persons whose names are subscribed to the within in-
strument and acknowledged to me that they executed the same.
WITNESS my hand and official seal.

ROBERT M. McILRAVEY
NOTARY PUBLIC

Robert M. McIlravey
Notary Public in and for said County
and State.

RECORDING REQUESTED
FIDELITY NATIONAL TITLE

#10

RECORDING REQUESTED BY:

COSS SHREIAR & LAW

When Recorded Mail Document
and Tax Statement To:

COSS SHREIAR & LAW (EGC)
18300 VON KARMAN AVENUE
SUITE 850
IRVINE, CA 92612

Recorded in Official Records, County of Orange
Gary Granville, Clerk-Recorder

15.00

20000345653 01:43pm 06/30/00

115 67 002 4

0.00 0.00 0.00 0.00 9.00 0.00 0.00 0.00

Escrow No. 9731233-JO
Title Order No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 233-171-14-LOT 6
233-171-15-LOT 7

GRANT DEED

**THE GRANTOR AND GRANTEE IN THIS CONVEYANCE
ARE COMPRISED OF THE SAME PARTIES WHO CONTINUE
TO HOLD THE SAME PROPORTIONATE INTERESTS IN
THE PROPERTY. R&T SEC 62(a)(2)

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ -0- City tax \$

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ALICANTE ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION

hereby GRANT(S) to ANGELI, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AN UNDIVDED SEVENTY FIVE PERCENT (75%) INTEREST AND POONAM, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AN UNDIVDED TWENTY FIVE PERCENT (25%) INTEREST, AS TENANTS IN COMMON the following described real property in the City of GARDEN GROVE

County of ORANGE

State of California:

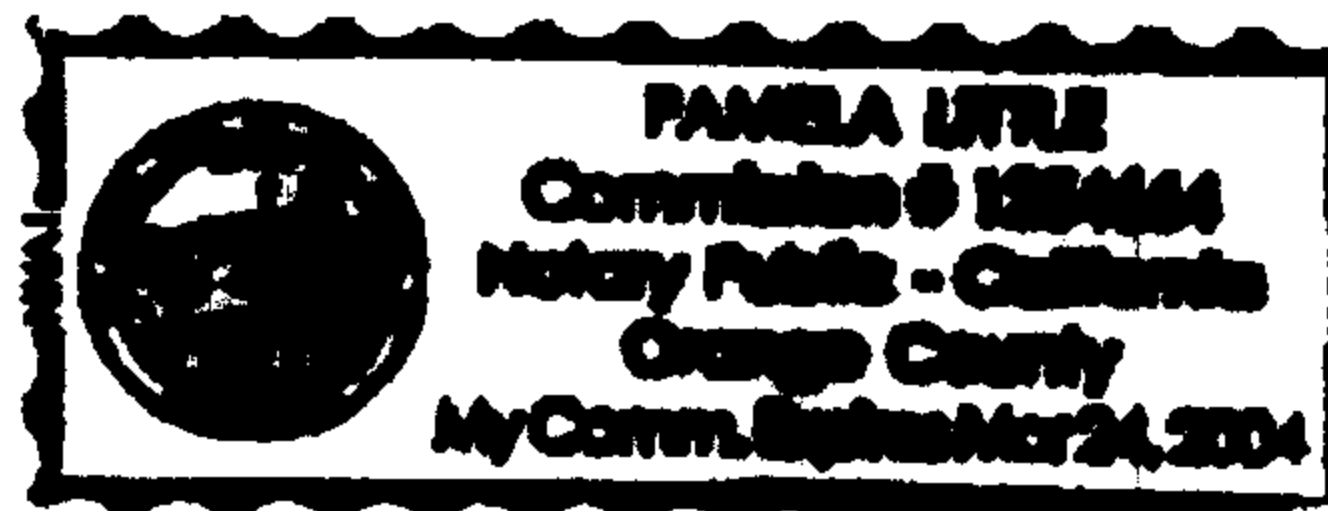
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE
SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

ALICANTE ASSOCIATION, A CALIFORNIA NONPROFIT
MUTUAL BENEFIT CORPORATION

BY: JAY PATEL, President

DATED: JUNE 30, 2000

STATE OF CALIFORNIA
COUNTY OF ORANGE
ON JUNE 29 2000 before me,
PAMELA LITTLE NOTARY PUBLIC personally appeared
JAY PATEL



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

Witness my hand and official seal.

Signature Pamela Little

MAIL TAX STATEMENT AS DIRECTED ABOVE

FD-13 (Rev. 4/94)

GRANT DEED

EXHIBIT "A"

LEGAL DESCRIPTION

APN 233-171-14
APN 233-171-15

PARCEL A:

LOTS 6 AND 7 OF TRACT NO. 12084, SHOWN ON A MAP RECORDED IN BOOK 520, PAGES 7 TO 12 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA..

EXCEPTING THEREFROM ALL UNDERGROUND WATER RIGHTS, WITHOUT THE RIGHT OF SURFACE ENTRY, AS DEDICATED TO THE CITY OF GARDEN GROVE BY ENDORSEMENT ON THE MAP OF TRACT NO. 12084.

EXHIBIT "B"

Grantor conveys to Grantee the property referenced in the Grant Deed, subject to the following restrictions in the principal use thereof, which shall be applicable (a) for the benefit of the owner(s) of the real property located at 100 and 300 Alicante Plaza, Garden Grove, California (the "Hotel Property"), and (b) only for so long as the Hotel Property is operated as a hotel and hospitality business:

1. A full-service first class hotel operated under the names of Marriott Hotel, Hilton Hotel, Sheraton Hotel, Westin Hotel, Intercontinental Hotel, Crowne Plaza or Omni Hotel, or where a first class full service hotel is to be operated thereon with five thousand (5,000) or more square feet of meeting space.
2. Rooming or boarding house.
3. Amusement park, arcade or carnival.
4. Mobile home park.
5. Video game rooms.
6. Landfill.
7. Go-Cart course.
8. Nude or semi-nude dancing or service.
9. Adult or X-Rated book, video or exhibition store.
10. "Head" shop selling or displaying drug paraphernalia.
11. Massage parlor (except where incidental to medical, physical therapy or chiropractic practices, or health club or exercise facility).
12. Tattoo or body piercing parlor.
13. Funeral home or mortuary.
14. Transmission or broadcast tower or antenna (other than a cellular or similar antenna which are attached to a building and do not exceed the building height).
15. Auto repair business.
16. Single or multi-family housing.
17. Vehicle gas station.
18. Convenience store.
19. Used vehicle sales.
20. Industrial manufacturing.

F:\1-cl\10774\469\Docs\Exhibit B.wpd

Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: PAMELA LITTLE
Date Commission Expires: MARCH 24, 2004
County where bond is Filed: ORANGE
Commission No.: 1254664
Manufacturer/Vendor No.: NNA1

Place of execution - Newport Beach

Date - JUNE 30, 2000


FIDELITY NATIONAL TITLE COMPANY

**RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Garden Grove Agency for
Community Development
11222 Acacia Parkway
Garden Grove, California 92840
Attention: Real Property Manager

972182350

Recorded in Official Records, County of Orange
Gary Granville, Clerk-Recorder

NO FEE
20000345666 01:43pm 06/30/00

115 67 A12 10
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

11

SPACE ABOVE FOR RECORDER'S USE ONLY

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "Agreement") is hereby entered into by and among the GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic (the "Agency"), and ANGELI, LLC, a California limited liability company, and POONAM, LLC, a California limited liability company (collectively the "Developer"), as of JUNE 29, 2000

RECITALS

A. For consideration sufficient unto the Parties the Agency and the Developer have entered into this Maintenance Agreement in connection with that real property located in the Garden Grove Community Project Area, which is more particularly and legally described on Exhibit "A" attached hereto and made a part hereof (the "Maintenance Area").

B. The Agency and the Developer desire to set forth herein their respective rights and obligations and the maintenance standards (including, without limitation, the definition of "Maintenance Standards") concerning the maintenance of all the improvements on the Maintenance Area. The City is an intended third party beneficiary of this Agreement, and shall have the enforcement rights provided herein.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Purpose of This Agreement.** The purpose of this Agreement is to set forth general maintenance standards and obligations of Developer in its maintenance of the private and public improvements on and within the Maintenance Area to the back of the curblin.

2. **Parties to the Agreement.**

The Garden Grove Agency for Community Development is a public body corporate and politic of the State of California. The "Agency" as used in this Agreement includes the Garden Grove Agency for Community Development and any assignee of or successor to its rights, powers, and responsibilities.

Angeli, LLC and Poonam, LLC are California limited liability companies. The "Developer" as used in this Agreement includes Angeli, LLC and Poonam, LLC, and any assignee of or successor to either of their rights, powers and responsibilities.

The City of Garden Grove ("City") is a California municipal corporation. The City is a third party beneficiary of this Agreement.

3. **Representatives of the Parties and Services of Notices.** The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Agency: Garden Grove Agency for Community Development
11222 Acacia Parkway
Garden Grove, California 92840
Attention: Director

Developer: Angeli, LLC and Poonam, LLC
c/o Tarsadia Hotels
650 Town Center Drive, Suite 1720
Costa Mesa, California 92626

Formal notices, demands and communications to be given hereunder by any Party shall be made in writing and may be effected by personal delivery, telecopy, overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested. Notices which are properly mailed shall be deemed communicated not earlier than forty-eight (48) hours after the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address is changed, written notice shall be given, in accord with this Section, within five (5) working days of said change.

4. **Performance of Maintenance.**

4.1 Developer shall maintain, or cause to be maintained, in accordance with the Maintenance Standards, as hereinafter defined, the private improvements on the Maintenance Area and public improvements and landscaping to the curblines abutting the Maintenance Area. Said improvements shall include, but not be limited to, buildings, sidewalks, pedestrian lighting, landscaping, irrigation of landscaping, architectural elements identifying the Maintenance Area and any and all other improvements on the Maintenance Area and in the public right-of-way to the nearest curblines abutting the Maintenance Area.

4.2 To accomplish the maintenance, Developer shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Agreement. The following standards ("Maintenance Standards") shall be complied with by Developer and its maintenance staff, contractors or subcontractors.

(1) Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to

maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

(2) Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

(3) All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

(4) Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governing regulations. Precautionary measures shall be employed recognizing that all areas are open to public access.

(5) The improvements on the Maintenance Area shall be maintained in conformance and in compliance with the approved Maintenance Area construction and architectural plans and design scheme, as the same may be amended by Developer from time to time with the approval of the City (and Agency, if such approval is required) and reasonable commercial development maintenance standards for similar projects, including, but not limited to: painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curblines.

(6) The improvements on the Maintenance Area shall be maintained as required by this Section in good condition and in accordance with the custom and practice generally applicable to comparable full service hotel facilities located with Orange County, California. The public right-of-way improvements to the curblines shall be maintained as required by this Section in good condition and in accordance with the custom and practice generally applicable to public rights-of-way within the City of Garden Grove, California.

5. **Failure to Maintain Improvements.** In the event Developer does not maintain the private improvements and the public improvements or the Maintenance Area to the curblines in the manner set forth herein and in accordance with the Maintenance Standards, Agency and/or City shall have the right to maintain such private and/or public improvements, or to contract for the correction of such deficiencies, after written notice to Developer. However, prior to taking any such action, Agency agrees to notify Developer in writing if the condition of said improvements do not meet with the Maintenance Standards and to specify the deficiencies and the actions required to be taken by Developer to cure the deficiencies. Upon notification of any maintenance deficiency, Developer shall have thirty (30) days within which to correct, remedy or cure the deficiency; provided, if such deficiency cannot reasonably be cured within such thirty (30) day period, this requirement shall be met if Developer has commenced such cure and is continuing to diligently pursue such cure to completion. If the written notification states the problem is urgent relating to the public health and safety of the City or the Agency, then Developer shall have forty-eight (48) hours to rectify the problem.

In the event Developer fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such maintenance deficiency after notification and after the period of correction has lapsed, then City and/or Agency shall have the right to maintain such improvements. Developer agrees to pay Agency such charges and

costs. Until so paid, the Agency shall have a lien on the Maintenance Area for the amount of such charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Maintenance Area. Upon recordation of a Notice of a Claim of Lien against the Maintenance Area, such lien shall constitute a lien on the fee estate in and to the Maintenance Area prior and superior to all other monetary liens except: (i) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; (ii) the lien or charge of any mortgage, deed of trust, or other security interest then of record made in good faith and for value, it being understood that the priority of any such lien for costs incurred to comply with this Agreement shall date from the date of the recordation of the Notice of Claim of Lien. Any such lien shall be subject and subordinate to any lease or sublease of the interest of Developer in the Maintenance Area or any portion thereof and to any easement affecting the Maintenance area or any portion thereof entered into at any time (either before or after) the date of recordation of such a Notice. Any lien in favor of the Agency created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien describing such lien as aforesaid, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgage or beneficiary thereunder expressly subordinates his interest, of record, to such lien. No lien in favor of the Agency created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien. Upon foreclosure of any mortgage or deed of trust made in good faith and for value and recorded prior to the recordation of any unsatisfied Notice of Claim of Lien, the foreclosure-purchaser shall take title to the Maintenance Area free of any lien imposed by the Agency that has accrued up to the time of the foreclosure sale, and upon taking title to the Maintenance Area, such foreclosure-purchaser shall only be obligated to pay costs associated with this Agreement accruing after the foreclosure-purchaser acquires title to the Maintenance Area. If the Maintenance Area is ever legally divided with the written approval of the Agency and fee title to various portions of the Maintenance Area is held under separate ownerships, then the burdens of the maintenance obligations set forth herein and in this Agreement and the charges levied by the Agency to reimburse the Agency for the cost of undertaking such maintenance obligations of Developer and its successors and the lien for such charges shall be apportioned among the fee owners of the various portions of the Maintenance Area under different ownerships according to the square footage of the land contained in the respective portions of the Maintenance Area owned by them. Upon apportionment, no separate owner of a portion of the Maintenance Area shall have any liability for the apportioned liabilities of any other separate owner of another portion of the Maintenance Area, and the lien shall be similarly apportioned and shall only constitute a lien against the portion of the Maintenance Area owned in fee by the owner who is liable for the apportioned charges levied by the Agency and secured by the apportioned lien and against no other portion of the Maintenance Area. Developer acknowledges and agrees City and Agency may also pursue any and all other remedies available in law or equity. Developer shall be liable for any and all attorneys' fees, and other legal costs or fees incurred in collecting said maintenance costs.

6. **Compliance with Law.** Developer shall comply with all local, state and federal laws relating to the uses of or condition of the Maintenance Area private improvements and public improvements to the curblin(e)s. Local laws for the purposes of this Section shall include only those ordinances which are nondiscriminatory in nature and applicable to the public welfare, health, safety and aesthetics. If any new local laws relating to uses of or condition of the improvements create a condition or situation that constitutes a lawful nonconforming use as defined by local ordinance with respect to the Maintenance Area or any portion thereof, then so long as the lawful nonconforming use status remains in effect (i.e., until such lawful status is properly terminated by amortization as provided for in the new local law or otherwise), Developer shall be entitled to enjoy the benefits of such lawful nonconforming use pursuant to the lawful nonconforming uses ordinance.

7. **Covenants Run with the Land.** The improvements to the curblin(e)s and the maintenance thereof touch and concern the Maintenance Area and inure to the benefit of any and all present or successive owners of the

Maintenance Area. Therefore, whenever the word "Developer" is used herein, it shall include the owner as of date of execution of this Agreement, and any and all successive owners or assigns of the Maintenance Area, and the provisions hereof are expressly binding upon all such successive owners or assigns, and the Parties agree all such provisions shall run with the land. Agency or City shall cause a fully executed copy of this Agreement to be recorded in the Office of the Orange County Recorder. Notwithstanding the foregoing, in the event Developer or its successors or assigns, shall convey its fee interest in all or any portion of the Maintenance Area, the conveying owner shall be free from and after the date of recording such conveyance of all liabilities, respecting the performance of the restrictions, covenants or conditions contained in this Agreement thereafter to be performed with respect to the Maintenance Area, or any part thereof, it being intended that the restrictions, covenants and conditions shall be binding upon the record owners of the Maintenance Area only during such time as they own the same, provided that the conveying owner shall remain liable for any actions prior to the date of the conveyance.

8. **Indemnification.** Developer agrees to protect, defend, indemnify and hold harmless City and Agency and their elective and appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including reasonable attorneys' fees, (a) for injury to, or death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement by Developer or its agents, servants, employees or contractors, but not from (i) the negligence or intentional acts of the City or Agency, or their agents, servants, employees or contractors in connection with supervision or direction of the work, or (ii) third parties unrelated to Developer or its agents, servants, employees or contractors, but not by the City or Agency or their respective agents, servants, employees or contractors and (b) from violation of any statute, law regulation or other legal requirement concerning a safe place for employment of workers by Developer or its agents, servants, employees or contractors, but not by (i) the City or the Agency or their respective agents, servants, employees or contractors, or (ii) third parties unrelated to Developer or its agents, servants, employees or contractors.

Developer shall comply with all of the provisions of the Workers' Compensation Insurance and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto, and all similar state, federal or local laws applicable; and shall indemnify and hold harmless City and Agency from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees, presented, brought or recovered against City or Agency, for or on account of any liability under any of said laws which may be incurred by reason of work performed under this Agreement by Developer or its agents, servants, employees, contractors, but not by the sole acts of City and/or the Agency or if available, their respective agents, servants, employees or contractors.

City and Agency do not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreements because of the acceptance by City or the deposit with the City by Developer of any insurance policies or certificate of insurance purporting to indemnify for the aforesaid losses. The aforesaid hold harmless agreements by Developer shall apply to all liabilities, claims, expenses and damages of every kind, including, but not limited to, reasonable attorneys' fees, suffered or alleged to have been suffered, by reason of the aforesaid operations by Developer or any of its agents, servants, employees or contractors, regardless of whether or not such insurance policies are applicable.

Similarly, the City and the Agency shall protect, defend, indemnify, and hold harmless Developer, its successors and assigns, and/or if available, their respective boards, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including reasonable attorneys' fees, (a) for injury to, or death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out

of or in any way connected with the acts or inactions taken by the City and/or the Agency pursuant to the terms of this Agreement, but not the negligence or intentional acts of Developer, or its agents, servants, employees or contractors; and (b) from violation of any statute, law, regulation, or other legal requirement concerning a safe place for employment of workers by the City and/or the Agency, or their respective agents, servants, employees or contractors or by (i) Developer or its agents, servants, employees or contractors, or (ii) third parties unrelated to the City or Agency or their respective agents, servants, employees or contractors.

The City and/or the Agency shall comply with all the provisions of the Workers' Compensation Insurance and Safety and Employment Laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto, and all similar state, federal or local laws applicable; and shall indemnify and hold harmless Developer and its successors and assigns, from and against any and all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees, presented, brought or recovered against Developer or its successors and assigns, for or on account of any liability under any of said laws which may be incurred by reason of any work performed under this Agreement by the City and/or Agency, or their respective agents, servants, employees or contractors, but not by (i) Developer or its agents, servants, employees or contractors, or (ii) third parties unrelated to the City or Agency or their respective agents, servants, employees or contractors.

Developer or its successors or assigns do not, and shall not, waive any rights against the City and/or the Agency which it (they) may have by reason of the aforesaid hold harmless agreement because of any insurance policies or certificates of insurance purporting to indemnify for the aforesaid losses. The aforesaid hold harmless agreement by the City and/or the Agency shall apply to all liabilities, claims, expenses and damages of every kind, including, but not limited to, reasonable attorneys' fees, suffered or alleged to have been suffered, by reason of the aforesaid operations by the City and/or the Agency, or their respective agents, servants, employees or contractors, regardless of whether or not such insurance policies are applicable.

9. **Workers' Compensation Insurance Requirements.** Developer shall obtain and maintain during the life of this Agreement workers' compensation insurance and if any work is sublet by Developer, then Developer shall require the subcontractor similarly to provide workers' compensation insurance. Developer agrees to indemnify City and Agency for any damages resulting to it from failure of either Developer or any subcontractor to obtain or maintain such insurance.

10. **Bodily Injury and Damage Insurance Requirements.** The Developer shall defend, assume all responsibility for and hold the Agency and the City and their officers, employees, and agents, harmless from, all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any of the Developer's activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with/by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement.

11. **Waiver.** Material failure or material delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. The aggrieved Party shall give written notice of the default to the Party in default as set forth in Section 3 hereof. The defaulting Party must within a reasonable time commence to cure, correct, or remedy such default, and shall complete such cure, correction or remedy with reasonable and due diligence, and during such period or curing shall not be in default. The waiver by one Party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of

any other covenant, condition or promise hereunder. The exercise of any remedy shall not preclude the exercise of other remedies City, Agency, or Developer may have at law or at equity.

12. **Modification.** This Agreement may be modified only by subsequent mutual written agreement executed by Developer and the Agency.

13. **Attorneys' Fees.** In the event of litigation arising out of any breach of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

IN WITNESS WHEREOF, the Parties hereto have executed this Maintenance Agreement as of the date first set forth above.

AGENCY:

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT,
a public body, corporate and politic

By: *Mattias Ferial*
Director

ATTEST:

Janella Sturtevant, Deputy
Secretary of the Agency

DEVELOPER:

ANGELI, LLC,
a California limited liability company

By: *Indu Patel*
Its: MEMBER

POONAM, LLC,
a California limited liability company

By: *Indu Patel*
Its: MEMBER

EXHIBIT "A"

LEGAL DESCRIPTION OF MAINTENANCE AREA

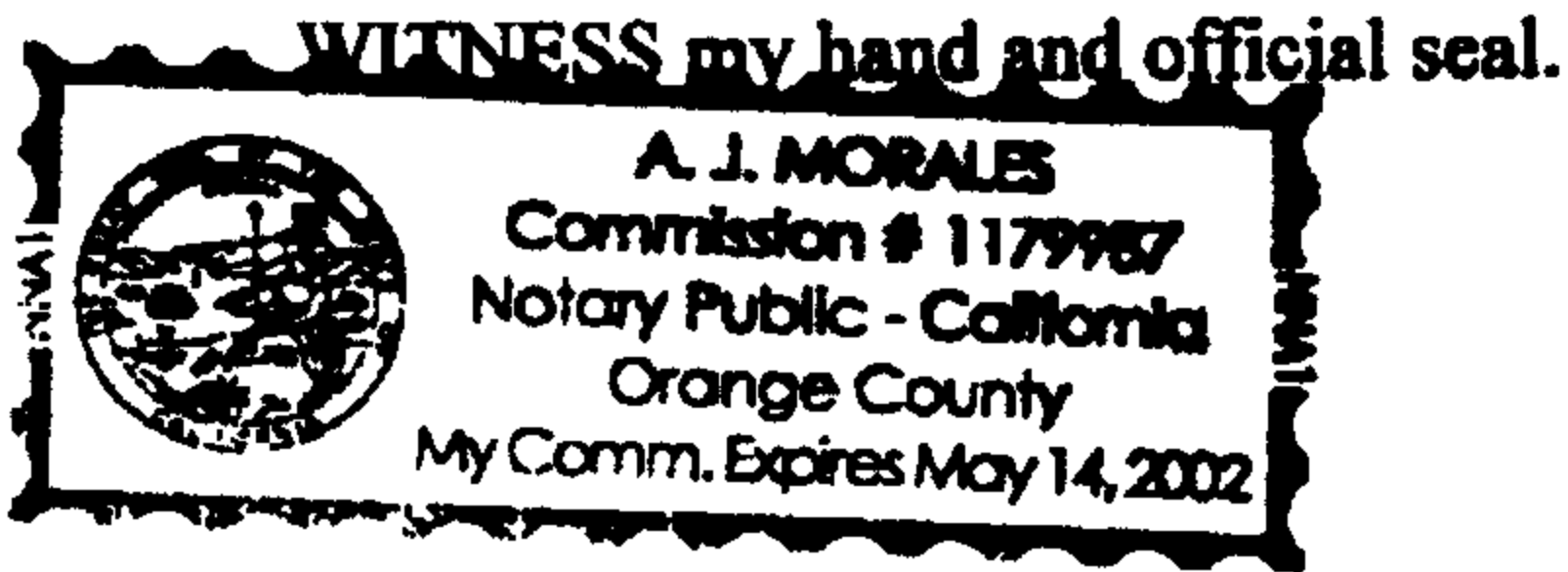
**THAT REAL PROPERTY LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF
ORANGE, CITY OF GARDEN GROVE, DESCRIBED AS FOLLOWS:**

**Lots 6 and 7 of Tract Map 12084, recorded at Book 520, pages 7-12 in the Official Records of Orange County,
California (assessor parcel numbers AP-233-171-14 and 15)**

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On JUNE 29, 2000 before me, A.J. Morales, Notary Public, personally appeared MATTHEW FERTAL, personally known to me or I proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 entity upon behalf of which the person(s) acted, executed the instrument.



[Signature]
A. J. MORALES
Name (Typed or Printed)
A

CAPACITY CLAIMED BY SIGNER:

- individual signing for oneself/themselves.
- corporate officer(s) _____ (Titles)
- partner(s) _____ Limited
- _____ General
- attorney-in-fact
- trustee(s)/trustor(s)
- guardian/conservator
- other: _____

SIGNER IS REPRESENTING:

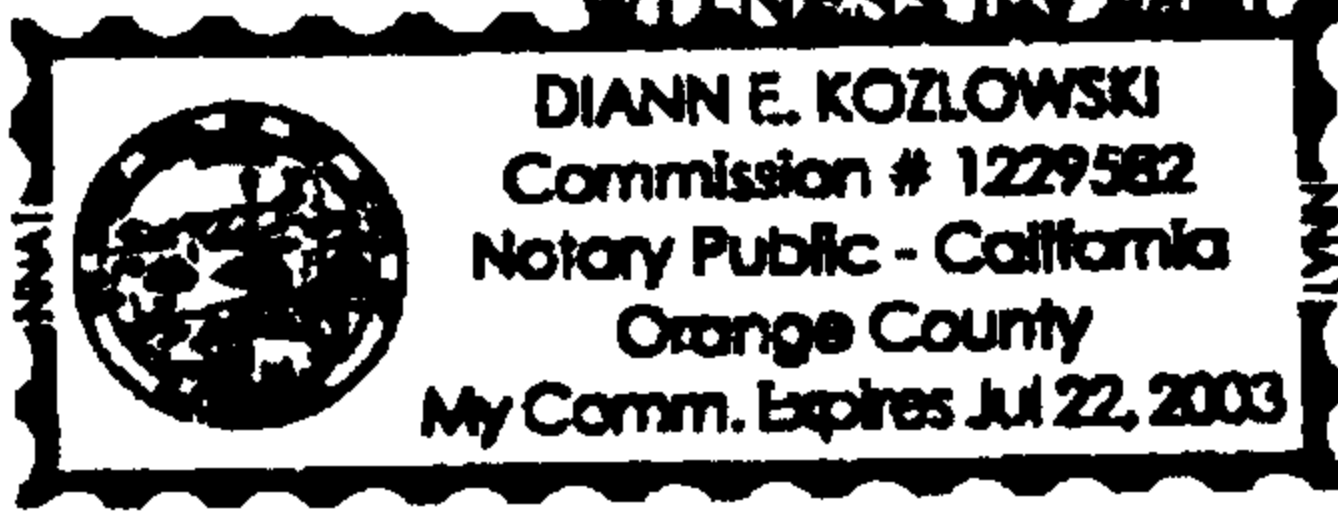
Name of Person(s) or Entity(ies)

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On June 29 2000 before me, DIANN E. KOZLOWSKI, Notary Public, personally appeared TUSHAR PATEL, / / 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Diann E. Kozlowski
DIANN E. KCZLOWSKI
Name (Typed or Printed)

CAPACITY CLAIMED BY SIGNER:

- individual signing for oneself/themselves.
- corporate officer(s) _____ (Titles)
- partner(s) _____ Limited
- _____ General
- attorney-in-fact
- trustee(s)/trustor(s)
- guardian/conservator
- other: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

PROPERTY OWNERS CERTIFICATION

I, Tammy Ennis, Certify that on 11.6.01 the attached property owners list was prepared by Fidelity National Title Company pursuant to application requirements furnished by Orange Co.

Complete and true compilation of owners of the subject property and all other property owners within 300 feet of the property involved in the application and is based upon the latest equalized assessment rolls.

I further certify that the information files as true and correct to the best of my knowledge. I understand that incorrect or erroneous information may be grounds for rejection or denial of the application.

Name: Tammy Ennis

Title: Major Accounts

Address: Fidelity National Title

1300 Dove Street, Suite 310

Newport Beach, Ca. 92600

Phone: (949)622-4939

Signature Tammy Ennis

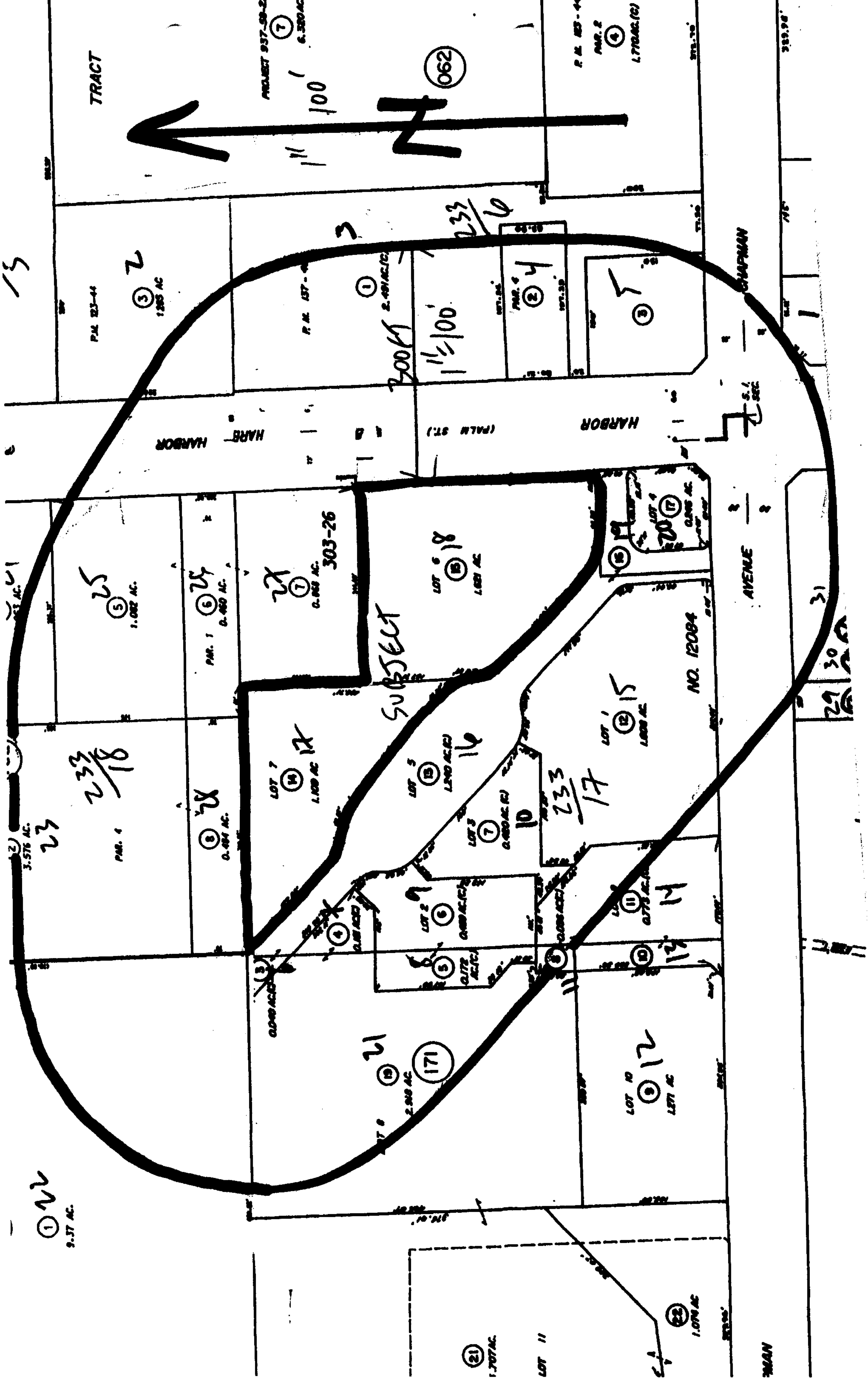
Date 11.6.01

Case # _____

# 1	*-----:---	MetroScan / Orange	:-----*
Owner :Andres Jamie		Parcel	:231 491 03
Site :12002 Harbor Blvd Garden Grove 92840		Xfered	:11/18/1999
Mail :12002 Harbor Blvd Garden Grove Ca 92840		Price	:
Use :116 Com,Service Station		Phone	:
Bedrm: Bath: TotRm:	YB:1954 Pool:No	BldgSF:1,008	Ac:.43
# 2	*-----:---	MetroScan / Orange	:-----*
Owner :Bank Sanwa California Tr Of Ray B Robert		Parcel	:233 051 03
Site :2260 S Harbor Blvd Anaheim 92802		Xfered	:
Mail :PO Box 54400 Los Angeles Ca 90054		Price	:
Use :41 Com,Financial - Bank, S&L, Etc		Phone	:
Bedrm: Bath: TotRm:	YB:1981 Pool:No	BldgSF:14,794	Ac:1.30
# 3	*-----:---	MetroScan / Orange	:-----*
Owner :City Of Anaheim		Parcel	:233 062 01
Site :2320 S Harbor Blvd Anaheim 92802		Xfered	:01/31/2001
Mail :PO Box 3222 Anaheim Ca 92803		Price	:
Use :53 Ind,Miscellaneous Uses		Phone	:
Bedrm: Bath: TotRm:	YB:1979 Pool:No	BldgSF:12,090	Ac:2.50
# 4	*-----:---	MetroScan / Orange	:-----*
Owner :Sanwa Bank California Trustee;Udt		Parcel	:233 062 02
Site :2330 S Harbor Blvd Anaheim 92802		Xfered	:09/28/1995
Mail :4400 Macarthur Blvd #240 Newport Beach Ca 92660		Price	:
Use :32 Com,Miscellaneous Uses		Phone	:
Bedrm: Bath: TotRm:	YB:1979 Pool:No	BldgSF:1,900	Ac:.36
# 5	*-----:---	MetroScan / Orange	:-----*
Owner :City Of Anaheim		Parcel	:233 062 03
Site :2340 S Harbor Blvd Anaheim 92802		Xfered	:07/25/2001
Mail :PO Box 3222 Anaheim Ca 92803		Price	:
Use :32 Com,Miscellaneous Uses		Phone	:
Bedrm: Bath: TotRm:	YB:1980 Pool:No	BldgSF:4,800	Ac:.52
# 6	*-----:---	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel	:233 171 03
Site :*No Site Address* Garden Grove 92840		Xfered	:06/30/2000
Mail :		Price	:
Use :31 Com,Commercial Lot		Phone	:
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:
# 7	*-----:---	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel	:233 171 04
Site :*No Site Address* Garden Grove 92840		Xfered	:06/30/2000
Mail :		Price	:
Use :31 Com,Commercial Lot		Phone	:
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:
# 8	*-----:---	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel	:233 171 05
Site :Situs Na Garden Grove 92840		Xfered	:06/30/2000
Mail :Situs Na Ca		Price	:
Use :31 Com,Commercial Lot		Phone	:
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:.20
# 9	*-----:---	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel	:233 171 06
Site :300 Plaza Alicante Garden Grove 92840		Xfered	:06/30/2000
Mail :300 Plaza Alicante Garden Grove Ca 92840		Price	:
Use :32 Com,Miscellaneous Uses		Phone	:
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:.50
# 10	*-----:---	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel	:233 171 07
Site :*No Site Address* Garden Grove 92840		Xfered	:06/30/2000
Mail :		Price	:
Use :31 Com,Commercial Lot		Phone	:
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:.50
# 11	*-----:---	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel	:233 171 08
Site :Situs Na Garden Grove 92840		Xfered	:
Mail :650 Town Center Dr #1720 Costa Mesa Ca 92626		Price	:
Use :31 Com,Commercial Lot		Phone	:
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:

# 12	*-----:-----*	MetroScan / Orange	:-----*
Owner :Angeli Llc		Parcel :233 171 09	
Site :12361 Chapman Ave Garden Grove 92840		Xfered :	
Mail :18300 Von Karman Ave #850 Irvine Ca 92612		Price :	
Use :32 Com,Miscellaneous Uses		Phone :	
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:1.30
# 13	*-----:-----*	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel :233 171 10	
Site :Situs Na Garden Grove 92840		Xfered :	
Mail :650 Town Center Dr #1720 Costa Mesa Ca 92626		Price :	
Use :31 Com,Commercial Lot		Phone :	
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:
# 14	*-----:-----*	MetroScan / Orange	:-----*
Owner :Flamingo Street Llc		Parcel :233 171 11	
Site :*No Site Address* Garden Grove 92840		Xfered :06/30/2000	
Mail :		Price :	
Use :29 Com,Commercial Building		Phone :	
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:.80
# 15	*-----:-----*	MetroScan / Orange	:-----*
Owner :Flamingo Street Llc		Parcel :233 171 12	
Site :100 Plaza Alicante Garden Grove 92840		Xfered :06/30/2000	
Mail :100 Plaza Alicante Garden Grove Ca 92840		Price :	
Use :109 Rec,Resort Hotel		Phone :	
Bedrm: Bath: TotRm:	YB:1986 Pool:No	BldgSF:229,159	Ac:1.70
# 16	*-----:-----*	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel :233 171 13	
Site :*No Site Address* Garden Grove 92840		Xfered :06/30/2000	
Mail :		Price :	
Use :31 Com,Commercial Lot		Phone :	
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:
# 17	*-----:-----*	MetroScan / Orange	:-----*
Owner :Rigg Hotel Llc		Parcel :233 171 14	
Site :Situs Na Garden Grove 92840		Xfered :11/28/2000	
Mail :*No Site Address*		Price :	
Use :31 Com,Commercial Lot		Phone :	
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:1.20
# 18	*-----:-----*	MetroScan / Orange	:-----*
Owner :Rigg Hotel Llc		Parcel :233 171 15	
Site :Harbor Blvd Garden Grove 92840		Xfered :11/28/2000	
Mail :*No Site Address*		Price :	
Use :31 Com,Commercial Lot		Phone :	
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:1.70
# 19	*-----:-----*	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel :233 171 16	
Site :Harbor Blvd Garden Grove 92840		Xfered :06/30/2000	
Mail :Harbor Blvd Garden Grove Ca 92840		Price :	
Use :31 Com,Commercial Lot		Phone :	
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:
# 20	*-----:-----*	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel :233 171 17	
Site :100 Harbor Blvd Garden Grove 92840		Xfered :06/30/2000	
Mail :100 Plaza Alicante Garden Grove Ca 92840		Price :	
Use :31 Com,Commercial Lot		Phone :	
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:.30
# 21	*-----:-----*	MetroScan / Orange	:-----*
Owner :Atrium Plaza Llc		Parcel :233 171 19	
Site :*No Site Address* Garden Grove 92840		Xfered :06/30/2000	
Mail :		Price :	
Use :31 Com,Commercial Lot		Phone :	
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:
# 22	*-----:-----*	MetroScan / Orange	:-----*
Owner :Garden Grove Agency For Community Develo		Parcel :233 181 01	
Site :12261 Chapman Ave Garden Grove 92840		Xfered :09/30/1998	
Mail :11222 Acacia Pkwy Garden Grove Ca 92840		Price :	
Use :39 Misc,Exempted Fully		Phone :	
Bedrm: Bath: TotRm:	YB: Pool:No	BldgSF:	Ac:9.40

# 23	*-----:	MetroScan / Orange	:-----*
Owner :Garden Grove Lodging Llc			Parcel :233 182 02
Site :11767 Harbor Blvd Garden Grove 92840			Xfered :09/22/1999
Mail :450 Newport Center Dr Newport Beach Ca 92660			Price :
Use :32 Com,Miscellaneous Uses			Phone :
Bedrm: Bath: TotRm:	YB: Pool:	BldgSF:	Ac:
# 24	*-----:	MetroScan / Orange	:-----*
Owner :Chapman Restaurants Llc			Parcel :233 182 04
Site :*No Site Address*			Xfered :
Mail :5200 Hahns Peak Dr Loveland Co 80538			Price :
Use :32 Com,Miscellaneous Uses			Phone :
Bedrm: Bath: TotRm:	YB: Pool:	BldgSF:	Ac:
# 25	*-----:	MetroScan / Orange	:-----*
Owner :Garden Grove Lodging Llc			Parcel :233 182 05
Site :*No Site Address*			Xfered :
Mail :2075 S University Blvd Denver Co 80210			Price :
Use :32 Com,Miscellaneous Uses			Phone :
Bedrm: Bath: TotRm:	YB: Pool:	BldgSF:	Ac:
# 26	*-----:	MetroScan / Orange	:-----*
Owner :Garden Grove Lodging Llc			Parcel :233 182 06
Site :11777 Harbor Blvd Garden Grove 92840			Xfered :
Mail :2075 S University Blvd Denver Co 80210			Price :
Use :32 Com,Miscellaneous Uses			Phone :
Bedrm: Bath: TotRm:	YB: Pool:	BldgSF:	Ac:
# 27	*-----:	MetroScan / Orange	:-----*
Owner :Garden Grove Lodging Llc			Parcel :233 182 07
Site :*No Site Address*			Xfered :
Mail :2075 S University Blvd Denver Co 80210			Price :
Use :32 Com,Miscellaneous Uses			Phone :
Bedrm: Bath: TotRm:	YB: Pool:	BldgSF:	Ac:
# 28	*-----:	MetroScan / Orange	:-----*
Owner :Landmark Hotels Llc			Parcel :233 182 08
Site :*No Site Address*			Xfered :
Mail :450 Newport Center Dr #480 Newport Beach Ca 92660			Price :
Use :32 Com,Miscellaneous Uses			Phone :
Bedrm: Bath: TotRm:	YB: Pool:	BldgSF:	Ac:
# 29	*-----:	MetroScan / Orange	:-----*
Owner :Chapman Restaurants Llc			Parcel :231 481 09
Site :*No Site Address*			Xfered :
Mail :5200 Hahns Peak Dr #130 Loveland Co 80538			Price :
Use :32 Com,Miscellaneous Uses			Phone :
Bedrm: Bath: TotRm:	YB: Pool:	BldgSF:	Ac:
# 30	*-----:	MetroScan / Orange	:-----*
Owner :Chapman Restaurants Llc			Parcel :231 481 12
Site :12007 Harbor Blvd Garden Grove 92840			Xfered :
Mail :5200 Hahns Peak Dr #130 Loveland Co 80538			Price :
Use :32 Com,Miscellaneous Uses			Phone :
Bedrm: Bath: TotRm:	YB: Pool:	BldgSF:	Ac:
# 31	*-----:	MetroScan / Orange	:-----*
Owner :Ohi Resort Hotels Llc			Parcel :231 481 16
Site :*No Site Address*			Xfered :
Mail :2532 Dupont Dr Irvine Ca 92612			Price :
Use :32 Com,Miscellaneous Uses			Phone :
Bedrm: Bath: TotRm:	YB: Pool:	BldgSF:	Ac:



TRACT

③ 2

⑤ 25

① 22

⑥ 062

④ 4

⑦ 7

100'

23

233/18

⑧ 28

⑭ 27

⑮ 26

⑰ 171

SUBJECT

① 303-26

⑮ 18

⑫ 15

⑩ 10

233/17

⑪ 14

⑩ 12

⑳ 21

LOT 11

⑳ 22

AVENUE

CHAPMAN

HARBOR HARBOR

HARBOR (PALM ST.)

NO. 12084

P.M. 223-44

P.M. 157-44

P.M. 223-44

P.M. 2

1,770 AC. (C)

PROJECT 937-98-2

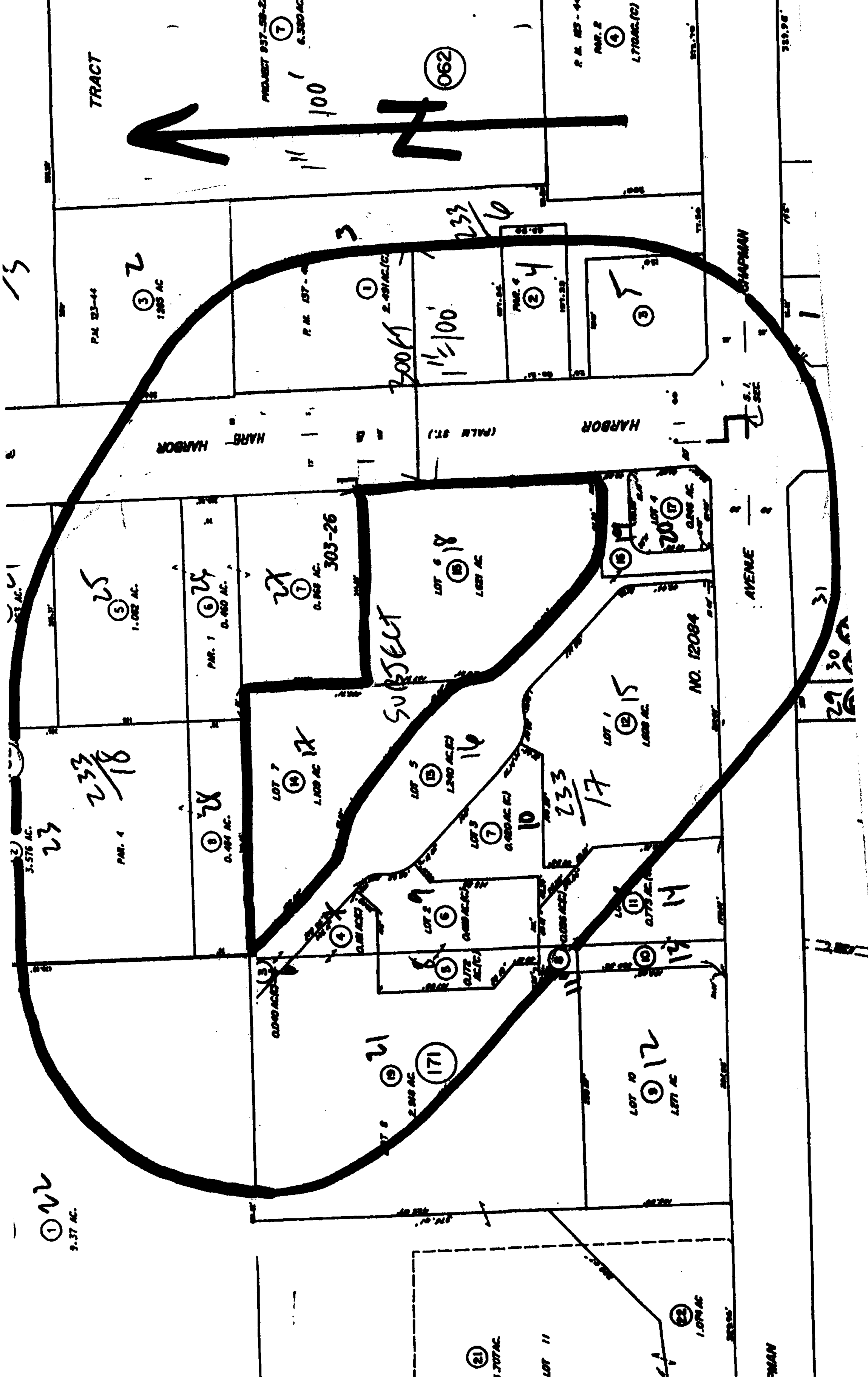
0.380 AC

389.98'

31

29 30

MEAN



TRACT



PROJECT 937-99-2
⑦
6.380 AC

P.M. 823-44
PAR. 2
④
1.770 AC (C)

15

P.M. 823-44
③
1.285 AC

P.M. 137-4

①
2.481 AC (C)

300 ft
1 1/2 100'

②
④

HARBOR HARBOR

(PALM ST)

HARBOR

CHAPMAN

AVENUE

NO. 12084

3.576 AC

②
23

23 1/8

PAR. 4

⑤
1.082 AC

⑧
0.484 AC

PAR. 1
⑥
0.460 AC

LOT 7

⑭
1.109 AC

①
0.865 AC

303-26

LOT 5

⑮
1.240 AC (C)

LOT 6
⑯
1.021 AC

LOT 3

⑦
0.480 AC (C)

23 1/2

17

LOT 1

⑰
1.088 AC

0.480 AC (C)

④

LOT 2

⑥
0.865 AC (C)

21

⑰
2.902 AC

LOT 10

⑩
1.071 AC

①
22

9.37 AC

⑳
1.707 AC

LOT 11

⑳
1.074 AC

CHAPMAN

31

29

30

389.98'

76'

76'

76'

76'

76'

76'

76'

76'

76'

76'

76'

76'

231 481 09
Chapman Restaurants Llc
5200 Hahns Peak Dr #130
Loveland, CO 80538

231 481 12
Chapman Restaurants Llc
5200 Hahns Peak Dr #130
Loveland, CO 80538

231 481 16
Ohi Resort Hotels Llc
2532 Dupont Dr
Irvine, CA 92612

231 491 03
Jamie Andres
12002 Harbor Blvd
Garden Grove, CA 92840

233 051 03
Bank Sanwa California
PO Box 54400
Los Angeles, CA 90054

233 062 01
City Of Anaheim
PO Box 3222
Anaheim, CA 92803

233 062 02
Sanwa Bank California;Udt
4400 Macarthur Blvd #240
Newport Beach, CA 92660

233 062 03
City Of Anaheim
PO Box 3222
Anaheim, CA 92803

233 171 09
Llc Angeli
18300 Von Karman Ave #850
Irvine, CA 92612

233 171 14
Hotel Llc Rigg
Situs Na
Garden Grove, CA 92840

233 171 15
Hotel Llc Rigg
Harbor Blvd
Garden Grove, CA 92840

233 182 04
Chapman Restaurants Llc
5200 Hahns Peak Dr
Loveland, CO 80538

233 171 03-08,1013,16-19
Atrium Plaza Llc
300 Plaza Alicante
Garden Grove, CA 92840

233 171 11,12
Flamingo Street Llc
100 Plaza Alicante
Garden Grove, CA 92840

233 181 01, 182 02,05-08
Garden Grove Agency for Comm. Dev
2075 S. University Blvd.
Denver, CO 80210

Recording Requested By:
CITY OF GARDEN GROVE
AND WHEN RECORDED MAIL TO
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842
Attn: Real Property Office
(Parcel --)

Exhibit B
Attachment

Portion of 233-171-15
ASSESSOR PARCEL NUMBER

This is to certify that this document covers City Business within the meaning of Section 6103 of the Government Code.

City Clerk's No. _____

By: _____

STREET DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MBP LAND, LLC, a California limited liability company

does hereby GRANT to the CITY OF GARDEN GROVE, a municipal corporation, an easement for public street and highway purposes in, on and over the real property in the City of Garden Grove, County of Orange, State of California, described as

THE EAST 11.00 FEET OF LOT 6 OF TRACT NO. 12084, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 520, PAGES 7 TO 12 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

TO BE KNOWN AS HARBOR BOULEVARD

It is understood that each undersigned grantor grants only that portion of the above described land in which said grantor has an interest.

Dated _____

MBP, LAND, LLC, a California limited liability company

STATE OF CALIFORNIA
COUNTY OF _____ }
S.S.
On _____ before
me,

By: _____
Its: _____

a Notary Public in and for said County and State, personally appeared

By: _____
Its: _____

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

WITNESS my hand and official seal

Signature _____

FOR NOTARY SEAL OR STAMP

Hyatt (Conf. Center)

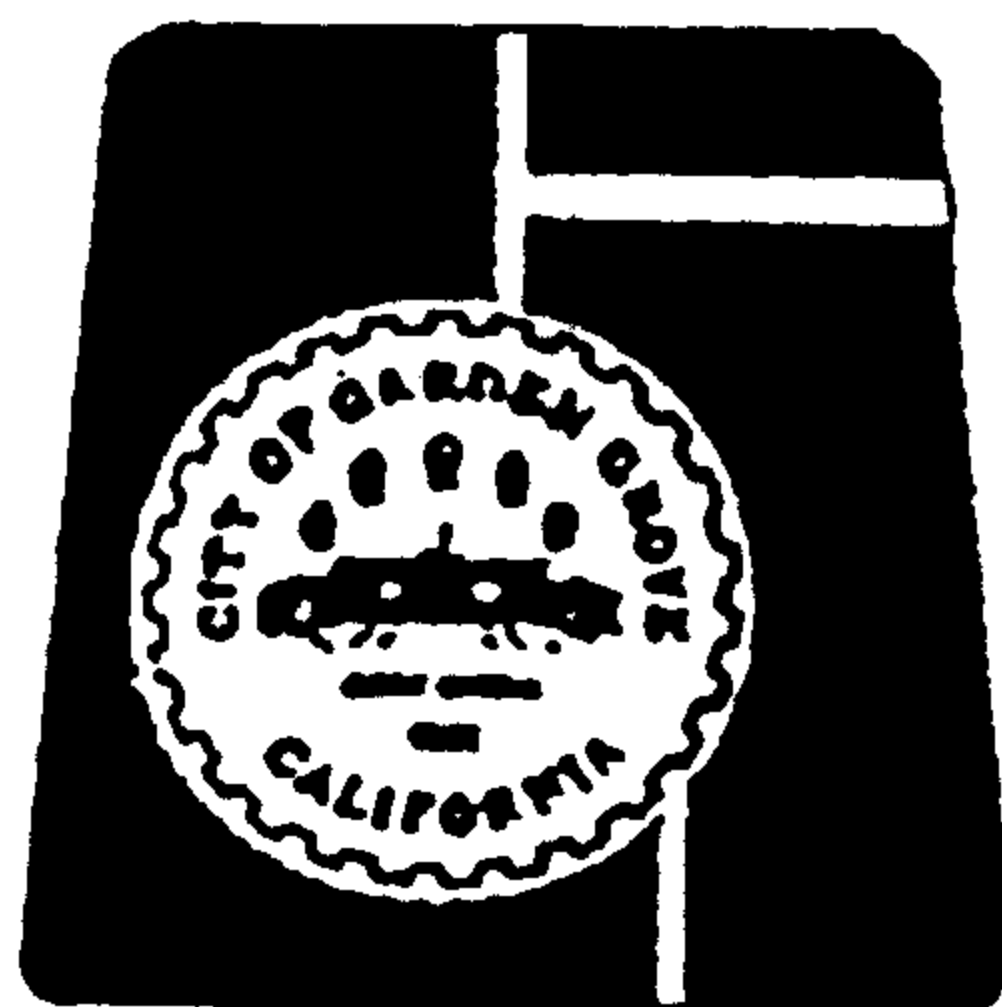
CITY OF GARDEN GROVE

FEES FOR SERVICE

MASTER FEE RESOLUTION NO. 8309-00

ADOPTED JULY 25, 2000

*Exhibit "D"
Attachment*



GARDEN GROVE

Code Enforcement Reinspection Fees

First Reinspection.....	\$40.00
Subsequent Reinspection.	\$50.00

Bus Shelter Fee

Security Deposit (Cash).....	\$500.00
------------------------------	----------

Building Permit Fees

Administrative Fees (Applicable to all permit types)

Penalty for failure to obtain permit prior to work started shall be double the permit fee.

Issuance Fee.....	\$35.00
Supplemental Permit Issuance Fee.....	\$15.00
Refunds (No Work Done).....	100% less Issuance Fee
Certificate of Occupancy--In conjunction with final inspection approval.....	No Charge
Certificate of Occupancy--When no inspection required (Reissuance).....	\$15.00
Research and processing of code modification (one hour minimum).....	\$75.00/hour
Research and processing of alternative materials/methods (one hour minimum).....	\$75.00/hour
Application for plan duplication.....	\$30.00
Investigation Inspection fee.....	Equal to Permit Fee, not less than \$60.00
Reinspection fee.....	\$60.00
Overtime Inspection Fee (Inspection made outside normal business hours).....	\$60.00/hour (two hour minimum)
Strong Motion Instrumentation Program (CPRC Section 2705)	
Residential construction up to three stories (excluding hotels and motels).....	\$10.00/\$100,000 valuation
All other building permits.....	\$21.00/\$100,000 valuation

Building Permit/Plan Review

Plan review fee.....	65% of Permit Fee
----------------------	-------------------

NOTE: Increase fee by 10 percent if the building is subject to the state disabled access standards.
 Increase fee by 10 percent if the project is subject to the state energy conservation standards.
 Increase fee by 2 percent if building or project is located in a flood hazard overlay zone.
 If more than one increase applies, they shall be cumulative.

Supplemental plan review (one hour minimum).....	\$75.00/hour
--	--------------

<u>Total Valuation</u>	<u>Fee</u>
Less than \$500.00	\$40.00
\$500.01 to \$2,000.00.....	\$40.00 for the first \$500 plus \$3.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,000.01 to \$25,000.00.....	\$92.00 for the first \$2,000 plus \$13.25 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00

Community Development, Cont.

\$25,000.01 to \$50,000.00	\$404.75 for the first \$25,000.00 plus \$10.25 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,000.01 to \$100,000.00	\$671.00 for the first \$50,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,000.01 to \$500,000.00	\$1,086.00 for the first \$100,000.00 plus \$5.15 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.
\$500,000.01 to \$1,000,000.00	\$3,226.00 for the first \$500,000.00 plus \$4.40 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up.....	\$5,576.00 for the first \$1,000,000.00 plus \$2.85 for each additional \$1,000.00 or fraction thereof.

Electrical Permit Fees

Penalty for failure to obtain permit prior to work started shall be double the permit fee.

Electrical Plan Review Fee	85% of Permit fee (\$60 min.)
Annual Maintenance Permit	\$175.00
Building & Utilities Safety Inspection	\$60.00

System Fees

New construction on residential units.....	\$0.05/s.f.
New construction on residential garages	\$0.04/s.f.
Temporary power pole.....	\$35.00
each additional pole	\$15.00

Unit Fee Schedule

Receptacle, switch, lighting outlets & fixtures.....	\$0.90 each/first 10; \$0.65 each additional
Pole: power, light, etc. (includes one light fixture)\$5.50	
Each additional light fixture on single pole.....	\$2.50
Residential appliance (each)	\$6.50
Non-residential appliances (each).....	\$6.50
Power apparatus (each)	
Not over one HP/kW/kVA/kVAR.....	\$6.50
Over one but not over ten HP/kW/kVA/kVAR	\$12.00
Over ten but not over 50 HP/kW/kVA/kVAR	\$25.00
Over 50 but not over 100 HP/kW/kVA/kVAR.....	\$40.00
Over 100 HP/kW/kVA/kVAR.....	\$55.00

Community Development, Cont.

Busways, floor ducts and special raceways (per 100 feet or fraction thereof)	\$9.50
Signs: outline lighting and marquees (supplied by one branch)	\$30.00
Additional circuits in same device	\$6.00 each
Services 600V max., 200 amps max.	\$30.00
Services 600V max., 201 to 1,000 amps.	\$65.00
Services over 1,000 AMPS or over 600V	\$110.00
Switchboard, Motor Control Center, etc.	\$32.00
each addl. section over one.	\$30.00
Subpanels/Distribution Panels	\$20.00
Swimming pool/Spa.....	\$40.00

Mechanical Permit Fees

Penalty for failure to obtain permit prior to work started shall be double the permit fee.

Mechanical Plan Check Fee.....	85% of Permit fee (\$60.00 min.)
Furnace, through 100,000 BTU.....	\$18.00
100,001 through 1,000,000 BTU.....	\$25.00
more than 1,000,000 BTU	\$32.00
Installation or relocation of floor furnace, suspended heater, wall heater, or unit heater.....	\$18.00
Installation of appliance vent only (not included in appliance permit)	\$12.00
Repair, alteration or addition to any heating, cooling, refrigeration or absorption system.	\$18.00
Evaporative Cooler	\$13.00
outlets) \$950	
Each additional outlet	\$1.75
Boilers, Compressors and Absorption Systems	
Up to 3 h.p. or 100,000 BTUs	\$21.00
Up to 15 h.p. or 500,000 BTUs	\$30.00
Up to 30 h.p. or 1,000,000 BTUs	\$38.00
Up to 50 h.p. or 1,750,000 BTUs	\$48.00
Over 50 h.p. or 1,750,000 BTUs	\$70.00
Air handling unit through 2,000 CFM.....	\$13.00
Air handling unit through 10,000 CFM.....	\$16.00
Air handling unit more than 10,000 CFM.....	\$19.00
Ventilation and Exhaust	
Vent fan connected to single duct (each)	\$12.00
Separate ventilation system (e.g. domestic range hood)	\$12.00
Type I Commercial Ventilation Hood	\$18.00
Type II Commercial Ventilation Hood.....	\$12.00
Fire Damper (each).	\$15.00
Decorative Fireplace	\$25.00
Each appliance or piece of equipment regulated by the UMC but not specifically mentioned herein.....	\$13.00

Plumbing Permit Fees

Penalty for failure to obtain permit prior to work started shall be double the permit fee.

Plumbing Plan Check Fee.....	85% of Permit fee (\$60.00 min.)
------------------------------	----------------------------------

Community Development, Cont.

Fixtures and Vents

For each plumbing fixture or trap not specifically listed below, or set of fixtures on one trap (including water and drainage piping and backflow prevention)	\$8.50
Garbage Disposal	\$8.50
Dishwasher	\$8.50
Automatic Washing Machine	\$8.50

Sewers, Disposal Systems and Interceptors

Building Sewer - 1st 100 ft.	\$25.00
Building Sewer (each additional 100 ft.).....	\$7.50
Cesspool./Leachline Replacement (1 cesspool or leachline)	\$40.00
each additional cesspool or leachline	\$20.00
Private Sewage Disposal System.....	\$60.00
Industrial waste pre-treatment interceptors, including trap and vent.....	\$15.00
Each occupancy termination of a sewer system/building drain.....	\$24.00
Rainwater system, per drain.....	\$8.50

Water Piping, Water Treating and Water Heaters

Water Piping (each additional 100 ft.).....	\$25.00
each additional 100 feet.....	\$7.25
Water treating equipment, water softeners, etc.	\$8.50
Industrial waste pre-treatment interceptor, sand trap, receptor	\$15.00
Water Heater (and vent).....	\$8.50
Occupancy termination of water service	\$10.00

Gas System - up to 5 outlets.	\$9.50
each additional outlet.	\$1.75

Lawn Sprinklers, Vacuum Breakers, and Backflow Prevention devices

Lawn Sprinklers (S.F.D.'s) including backflow protection device.	\$10.00
Non-residential sprinklers with atmospheric type vacuum breakers or backflow prevention device--1 to 5 devices	\$12.00
each additional device	\$2.00
Non-residential sprinklers with non-atmospheric backflow prevention device-- 2" and smaller, per device	\$8.50
over 2", per device.....	\$10.00

On-site fire hydrant, first hydrant	\$100.00
Each additional hydrant	\$75.00

Swimming pools, spas and hot tubs (piping, fixtures and appurtenant devices).....	\$40.00
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For each appliance or piece of equipment regulated by the Plumbing Code, but not classed in other appliance categories of for which no fee is listed	\$10.00
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Additional Building Service Fees

1. Administrative Board of Appeals Filing Fee.....\$175.00
2. One-Stop Construction Services Center Surcharge. Increase building permit fees by 2.0%

Art in Public Places Fee

This fee applies to all office, commercial, and industrial developments within the City of Garden Grove.



Community Development, Cont

<u>Total Valuation</u>	<u>Fee</u>
Up to \$499,999.00	No fee
\$500,000.00 to \$1,000,000.00.....	1/4 of 1% of total valuation
Over \$1,000,000.00	\$2,500.00 plus \$500.00/each whole one million dollars thereafter.

General Plan and Cultural Arts Fee

\$2.00 plus \$1.75/\$1,000.00 or fraction thereof of valuation as determined by the Building Official.

Development Agreement for
11931 Harbor Blvd.
March 12, 2002
Page 2

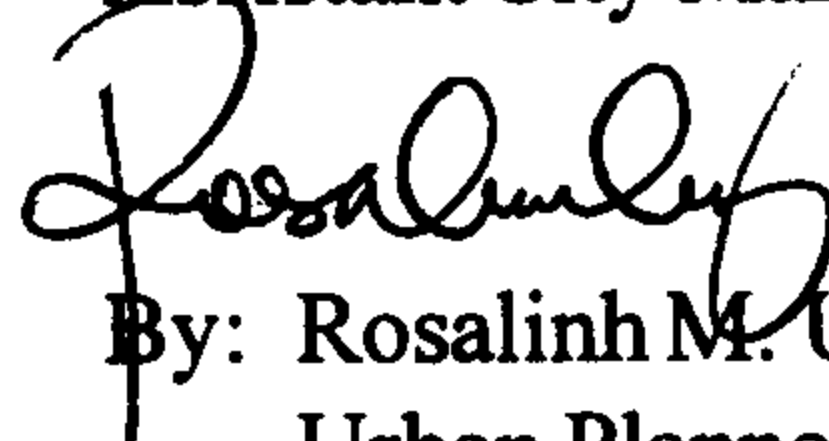
RECOMMENDATION:

The Planning Commission recommends that the City Council:

- Introduce the attached ordinance approving the Development Agreement for Site Plan No. SP-300-01.

MATTHEW FERTAL
Assistant City Manager




By: Rosalinh M. Ung
Urban Planner

Attachments: Planning Commission Minute Excerpt of December 6, 2001
 Staff Report dated December 6, 2001
 Planning Commission Resolution No. 5253
 Development Agreement
 Draft Ordinance

MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

PUBLIC

HEARING:

SITE PLAN NO. SP-300-01
DEVELOPMENT AGREEMENT

APPLICANT:

RIGG, LLC.

LOCATION:

WEST SIDE OF HARBOR BOULEVARD NORTH OF CHAPMAN AVENUE AT 11931
HARBOR BOULEVARD

DATE:

DECEMBER 6, 2001

REQUEST:

A request to construct an approximately 173,000 square foot, 8-story, 200-room Marriott Residence Inn Hotel located in the Planned Unit Development No. PUD-104-82 zone.

Staff report was reviewed recommending approval of the Site Plan and recommended approval to City Council for the Development Agreement; noting the yellow copy provided to the Commission of the revised Development Agreement.

Commissioner Nguyen asked what the difference was between the revised Development Agreement and the copy provided with the staff report.

Staff explained the revisions and noted that it has similar language as the Development Agreement for the Hyatt conference center that was previously recommend by the Planning Commission.

Chair Barry opened the public hearing to receive testimony in favor of or in opposition to the request.

Mr. Steve Barklis, representative for the applicant, approached the Commission. Chair Barry asked if the applicant has read and agrees with the conditions of approval. Mr. Barklis stated agreement with the conditions.

Commissioner Hutchinson asked about access to the Hyatt from this project site, and asked about the responsibility for the trees planned for the site. Mr. Barklis responded that the developer is responsible for the landscaped improvements and will duplicate exactly what is currently on Harbor Boulevard. They are concerned about having reciprocal access with Hyatt, because Hyatt customers pay for parking, while their customer parking is free.

Commissioner Freze questioned what the maximum amount of time an individual could stay at this hotel. Mr. Barklis responded that the maximum period is 30 days, although most patrons leave sooner.

Commissioner Hutchinson asked if they have discussed reciprocal access with Hyatt. Mr. Barklis indicated that they have had several discussions with the Hyatt operators.

Ms. Leda Pitts approached the Commission and stated that she is in favor of the project. However, she is very upset about not knowing whether her property will be acquired by the city for future projects on Harbor Boulevard. She stated that she has invested \$30,000.00 in her home and does not like the uncertainty for the future.

Vice Chair Butterfield directed staff to meet with Ms. Pitts to discuss her concerns.

Mr. Barklis approached the Commission and stated that he is happy that this project is in Garden Grove and that they intend to begin construction very soon.

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

Vice Chair Butterfield moved to approve Site Plan No. SP-300-01, and recommended approval of a Development Agreement to City Council, seconded by Commissioner Callahan, pursuant to the facts and reasons contained in Resolution No. 5253, and authorized the Chair to execute the Resolution. The motion carried with the following vote:

AYES:	COMMISSIONERS:	BARRY, BUTTERFIELD, CALLAHAN FREZE, HUTCHINSON, JONES, NGUYEN
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE

COMMUNITY DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO.: C.2.	SITE LOCATION: W/S Harbor Blvd., N/O Chapman Ave. @ 11931 Harbor Blvd.
HEARING DATE: December 6, 2001	GENERAL PLAN: Recreation Commercial
CASE NO.: SP-300-01 & Development Agreement	ZONE: PUD-104-82
APPLICANT & PROPERTY OWNER: Rigg, LLC.	CEQA DETERMINATION: Exemption

REQUEST:

The applicant, Rigg, LLC. requests approval of a Site Plan and a Development Agreement to construct a 200-room, 8-story, Marriott Residence Inn Hotel.

CODE SECTIONS:

The following code sections apply to this project:

1. 9.24.030.D.3 - Site Plans
2. Government Code Section 65864 - Development Agreement

PROJECT STATISTICS:

<u>PROJECT CRITERIA</u>	<u>ACTUAL</u>	<u>MEETS CODE</u>	<u>DOES NOT MEET CODE</u>	<u>VARIANCE REQUEST</u>	<u>CONDITION OF APPROVAL</u>
<u>LOT SIZE (TOTAL):</u>	2.73 acres	X			
<u>BUILDING SIZE:</u>	173,007 s.f	N/A			
<u>BUILDING HEIGHT:</u>	95' (8 story)	X			
<u>BUILDING SETBACKS: (N, S, E, W):</u>	72', 19', 7'-6", 5'	X			
<u>LANDSCAPING: (Parking Area)</u>	15,105 s.f. (23%)	X			
<u>PARKING:</u>	170	X			
Standard:	104				
Compact:	60				
Handicap:	6				

BACKGROUND:

The property is located on the west side of Harbor Boulevard, north of Chapman Avenue, and consists of two irregular shaped parcels (Parcel Nos. 14 and 15). The site is located between the Hilton Garden Inn and Hyatt Alicante Hotel. The property is zoned Planned Unit Development, and is approximately 2.73 acres in size. The subject property is currently improved with a parking lot. This parking lot was previously utilized by the former office development in the Hyatt Alicante complex.

In November 1998, the Planning Commission approved a minor modification to a Site Plan to allow the conversion of a 10-story office building to a 279-room all suites hotel as part of the Hyatt Alicante Hotel development. The conversion of the office building to an all-suites hotel reduced the overall parking requirement by 468 spaces. As a result, the applicant is proposing to utilize an area containing parking spaces that are no longer needed for the Hyatt Alicante complex for the development of the Marriott Residence Inn.

DISCUSSION:

SITE PLAN:

Site and Building Design:

The applicant is proposing to construct a 200-room, 8-story, "L" shaped hotel facility. The Marriott Residence Inn is a nationally recognized hotel development that offers competitive rates for both business and leisure travelers. The hotel provides many standard amenities and services including free continental breakfast buffet, an extensive courtyard area, an indoor fitness center, meeting rooms, cable television, in room data ports, fax and copy service, and in-room cooking facilities.

The courtyard consists of swimming and wading pools and a spa, a sport court; and overflow seating areas for the breakfast buffet.

The proposed hotel facility has a main lobby, front desk, and registration area, a gift shop, a fitness room, meeting rooms, a kitchen, indoor and outdoor dining areas, guest laundry room, a game room, a hotel laundry facility, and guest rooms located on the first floor of the building. The remaining floors of the hotel will contain guest rooms.

The exterior treatment of the Marriott Residence Inn will reflect a contemporary theme with stucco walls, decorative metal type awnings, and cornice accents. The building elevations incorporate various architectural elements that add visual interest to the building.

Landscaping and Lighting:

The applicant proposes to provide a total of 15,105 square feet (23%) of parking lot landscaping, exclusive of the landscape setback area along Harbor Boulevard.

Adjacent to the building, a variation from 7'-6" to 12'-6" of landscaped setback will be provided along Harbor Boulevard, and a minimum 5-foot landscaped setback will be provided along the interior property lines which integrate the subject property with the existing landscaping setback along the Hyatt Alicante property.

The preliminary landscaping plan for the project proposes abundant use of date palms and Chinese flame trees along the public and private landscape areas along Harbor Boulevard. As a condition of approval, the applicant is required to provide trees throughout the parking lot and in the landscape setback areas along Harbor Boulevard. All landscape treatments in areas located adjacent to Harbor Boulevard are also conditioned to be designed in accordance with the Harbor Boulevard Urban Design Plan which is consistent with the hotel developments located adjacent to Harbor Boulevard.

The lighting plan for the project will be required to incorporate special lighting treatments, including palm and canopy tree up lighting to highlight the project's main entry area. In addition, the project is conditioned to incorporate similar lighting treatments on the north and east hotel elevations to highlight façade elements and achieve a dramatic nighttime effect.

Circulation, Parking, & Refuse Storage:

The hotel's vehicular access is from Harbor Boulevard. The primary access to the hotel will be through the hotel's main entrance located on the north side of the building.

In reference to parking, a prior study evaluated parking demands of hotels in the Disneyland area and reviewed Urban Land Institute (ULI) standards. Based upon this review, the study determined that a parking ratio of 0.8 parking stalls per hotel room was sufficient to meet each hotel's respective parking demands. Based on the parking ratio of 0.8 parking stalls per hotel room, the site is required to provide a total of 160 parking spaces. A total of 170 on-site parking spaces are provided.

The proposed hotel development is likely to increase vehicle trips and traffic congestion in the immediate area. A focused traffic study to address any potential impact generated by the project will be prepared to satisfy the Public Works Department. The parking study will be completed prior to the issuance of building permits for the hotel.

The trash enclosure for the development will be located near the northwest corner of the site. The walls of the trash enclosure are required to be constructed to match the hotel building. Trash pick up is required to occur a minimum of 3 times per week.

Signage:

As part of the development application, the applicant is proposing 3 wall signs and one monument sign for the hotel facility. The wall signs will be mounted on the north, east, and west elevations and will be visible from Harbor Boulevard and Chapman Avenue.

DEVELOPMENT AGREEMENT:

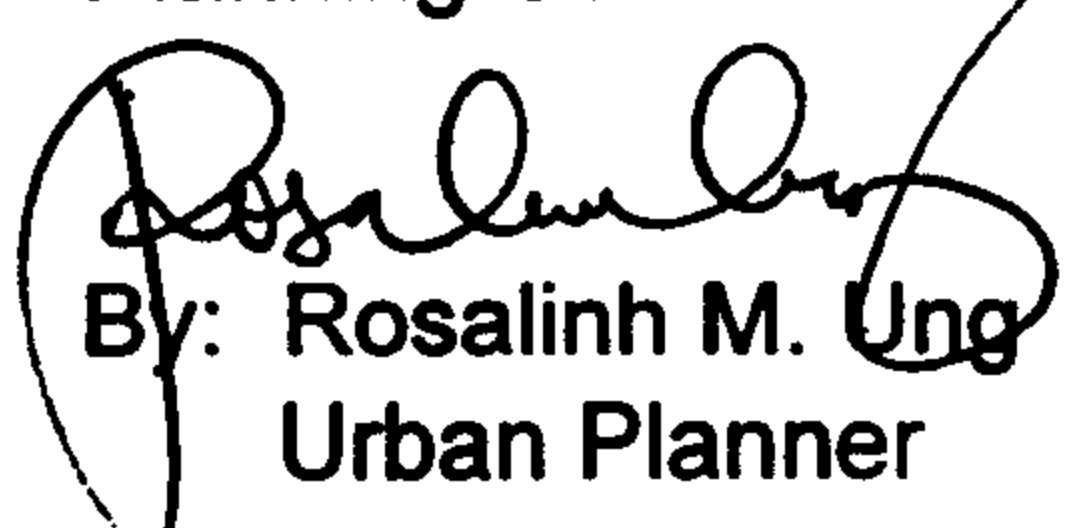
The proposed hotel development requires the applicant to enter into a Development Agreement with the City. The applicant will be guaranteed that they will be able to construct the proposed hotel development within the time frame specified in the OPA and the City will receive a development impact payment.

RECOMMENDATION:

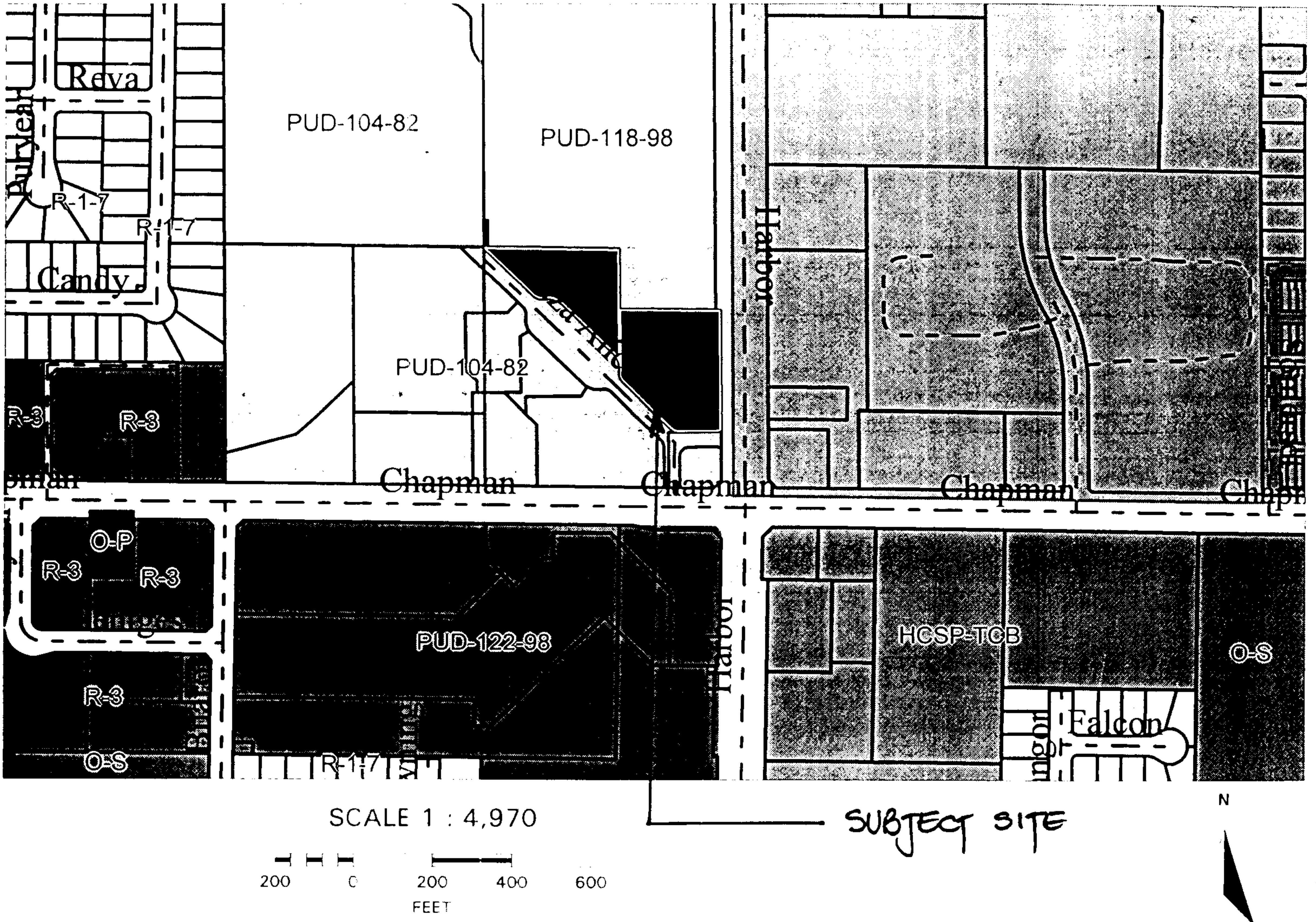
Staff recommends that the Planning Commission:

1. Approve Site Plan No. SP-300-01, subject to the recommended conditions of approval; and
2. Recommend approval of the Development Agreement to the City Council.

GLEN KRIEGER *SK*
Planning Services Manager


By: Rosalinh M. Ung
Urban Planner

SP-300 01 - VICINITY MAP



RESOLUTION NO. 5253

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-300-01 AND RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT FOR LAND LOCATED ON THE WEST SIDE OF HARBOR BOULEVARD, NORTH OF CHAPMAN AVENUE, PARCEL NOS. 233-171-14 & 15.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on December 6, 2001, hereby approve Site Plan No. SP-300-01, and recommend approval of a Development Agreement.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-300-01, and the Development Agreement, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Rigg, LLC.
2. The applicant requests approval of a Site Plan and a Development Agreement to construct a 200-room, 8-story, Marriott Residence Inn hotel development.
3. The City of Garden Grove has determined that this project is exempt pursuant to Article 19, Section 15332, In-Fill Development Projects, of the California Environmental Quality Act.
4. The General Plan designation for the property is Recreation Commercial and is zoned Planned Unit Development No. PUD-104-82. The site is currently improved as a parking lot.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on December 6, 2001, 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 December 6, 2001; and

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

FACTS:

The subject site is an irregular shaped property and consists of two (2) separate parcels.

The property is approximately 2.73 acres in size and is current improved as a valet parking lot for the Hyatt Alicante Hotel.

The site is zoned Planned Unit Development and the zoning established the development standards for the site.

A total of 170 on-site parking spaces are provided. Based on the parking ratio of 0.8 parking stalls per hotel room, the site is required to provide a total of 160 parking spaces.

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

FINDINGS AND REASONS:

SITE PLAN:

1. The Site Plan complies with the spirit and intent of the provisions, conditions, and requirements of the Municipal Code and other applicable ordinances. The proposed project is consistent with the existing General Plan designation which permits hotel development and service related uses. The PUD zoning allows tourist and business serving facilities. The site is located within the described zone and, therefore, consistent with the General Plan designation of Recreation Commercial, as the site allows hotel, motel, and similar related uses.

The site is adequate to accommodate the proposed hotel development including building setbacks, landscaping, parking and circulation. The hotel development is compatible with the surrounding development. As a condition of approval, the applicant is required to adjust the property line of Parcel No. 15 to satisfy the Building Services Division requirement of providing a clear path of travel around the proposed building. This lot line adjustment will done prior to the issuance of building permits for the hotel.

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

provides sufficient off-street parking spaces. A total of 170 on-site parking spaces is proposed. Additionally, the project is designed with adequate pedestrian access into the development.

3. The proposed hotel development will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels. A focused traffic study will be required and any off-site improvements to address any potential traffic impacts be designed and constructed prior to the issuance of building permits.

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

4. The proposed hotel development has a reasonable degree of physical, functional, and visual compatibility with the neighboring uses and desirable neighborhood characteristics. The proposed hotel development will be architecturally compatible with the neighboring uses. The design and conditioning of the proposed development will enhance and insure a reasonable degree of compatibility with adjacent uses.
5. Through the planning and design of the building and building placement, the site will attain an attractive environment for the occupants of the property. The project has been designed in accordance with City Code landscape provisions in accordance with the Harbor Boulevard Urban Design Plan and will provide an adequate amount of landscaped areas. The necessary agreements for the protection and maintenance of improvements will be achieved through the conditions of approval for the project.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan possesses characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.24.030.D.3 (Site Plan) and with Government Code Section 65864 et. seq., provisions for Development Agreements.

2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the following conditions of approval shall apply to Site Plan No. SP-300-01:

CONDITIONS OF APPROVAL:

- A. The applicant shall record a "Notice of Agreement With Conditions of Approval and Discretionary Permit of Approval," as prepared by the City Attorney's Office, on the property. Proof of such recordation is required prior to the issuance of building permits. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval of the Planning Commission.
- B. Approval of this Site Plan shall not be construed to mean any waiver of applicable and appropriate zoning regulations or any Federal, State, County and City laws and regulations. Unless otherwise expressly specified, all other requirements of the City of Garden Grove Municipal Code shall apply. The applicant shall obtain, and abide by, any necessary permits or licenses required to conduct the use in compliance with applicable laws.
- C. All minor modifications may be approved by the Community Development Department. If other than minor changes are made in the proposed development, a Site Plan application shall be filed which reflects the revisions made to, or changes to the design/placement of the new building.
- D. The approved floor plan is an integral part of the decision approving this Site Plan application. There shall be no change in the design of the floor plan without the approval of the Community Development Department. Any change in the approved floor plan which has the effect of expanding or intensifying the proposed development shall require a new Site Plan.
- E. Prior to the issuance of building permits, a computer generated, point-by-point, light plan shall be approved by the Engineering and Planning Divisions. The lighting plan shall be generated on the site plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height, and method of shielding. These fixtures shall be compatible with the existing light standards located throughout the Hilton Garden Inn/Embassy Suites/Hampton Inn parking areas. The applicant shall be responsible for providing adequate parking area lighting in compliance with City regulations, at a minimum of two footcandles of light on the parking surface during all hours of darkness.

- F. Hotel elevations, which face Harbor Boulevard shall incorporate lighting treatments, such as uplighting, to highlight building facades and achieve a dramatic nighttime effect, in accordance with the Harbor Boulevard Urban Design Plan.
- G. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community Development Department for review and approval prior to the issuance of a certificate of occupancy. The project shall also be subject to the following:
1. All on-site utilities pertaining to the improvements proposed under this Site Plan, shall be installed or relocated underground.
 2. Above-ground utility equipment (e.g., electrical, water, gas, telephone, cable TV) shall not be located in the street setbacks, within the common areas along Harbor Boulevard, or any parking areas and shall be screened to the satisfaction of the Community Development Department. Final location for the equipment shall be shown on the final landscaping plan and shall be reviewed and approved by Community Development and Public Works Departments.
 3. No roof-mounted mechanical equipment shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community Development Department prior to the issuance of building permits. Said screening shall 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 of public streets and surrounding properties.
- H. The following provisions of the Public Works' Engineering Division shall be complied with:
1. Prior to the issuance of any building permits, the applicant shall file a Lot Line Adjustment application to adjust the west property line of Parcel 15 in order to provide a clear twenty-foot path of travel around the building.
 2. Prior to the issuance of any permits, the applicant shall have a traffic study prepared by a registered Traffic Engineer for approval by the City Traffic Engineer. Any off-site improvements required shall be designed and constructed prior to the issuance of a building permit.

3. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks, basement and septic facilities. Should contaminants be found the site will require Environmental Clearance that will usually involve site remediation. The report shall make recommendations for pavement design based on a Traffic Index to be supplied by the City Traffic Engineer.
4. A new trash enclosure to accommodate a minimum of two trash bins shall be constructed per Garden Grove Standard Plan B-502. The trash enclosure shall be located to allow pick-up and maneuvering, including turnarounds, in the area of the enclosures.
5. Grading and street improvement plans prepared by a registered Civil Engineer are required.
6. In accordance with the 1972 Clean Water Act and National Pollution Discharge Elimination System (NPDES) requirements, the developer is required to submit a long term, post construction, Water Quality Management Plan (WQMP). The WQMP shall include provisions for the installation and maintenance of appropriate structural facilities and identify all non-structural Best Management Practices (BMPs) to be implemented with the project. The plan shall be submitted to and approved by the Public Works Department prior to the issuance of a grading or building permit, whichever occurs first. The project shall also be subject to all conditions in the latest edition of the Drainage Area Management Plan (DAMP) and appendices.
7. A separate street permit is required for work performed within the public right-of-way.
8. Prior to the issuance of a building permit, the applicant shall design the project driveway entrance to restrict left turn movements into the site in a manner meeting with the approval of the City Engineer.
9. The applicant is subject to Traffic Mitigation Fees.
10. Prior to the issuance of a building permit the applicant shall dedicate and improve eleven (11) feet of right-of-way on Harbor Boulevard to match the improvements to the north of the site. This includes a 8'-6" wide sidewalk.

with the same pattern as the sidewalk to the north of the site, a seven (7) foot wide landscape planter with the same material as the planter to the north of the site which includes uplighting, palm trees, and ground cover. Final design of curb, gutter, sidewalk, and landscaping along Harbor Boulevard is subject to the approval of the Public Works and Community Development Departments. The improvements shall be completed prior to occupancy of the building.

11. Provide hydrology with scaled map and calculations and hydraulic calculations to size storm drain per Orange County PF&RD standards. Parkway culverts shall be constructed per Orange County PF&RD Standard Plan 1309, Type B.
 12. Wheelchair ramps shall be provided on either side of the project entry approach.
 13. The applicant shall redesign the parking lot to accommodate the following:
 - a) No parking spaces shall be permitted off of the main drive aisle within 30' from the curb line of Harbor Blvd.
 - b) A vehicular access drive to the west (Hyatt Alicante) shall be maintained for emergency vehicles, or alternative access as approved by the Community Development Director.
- I. The following provisions of the Public Works Traffic Engineering Division shall be complied with:
1. Entrance to the property shall be posted with a sign indicating that unauthorized vehicles will be removed at the owner's expense. The sign shall be of the size, type, and location specified in the California Vehicle Code and Garden Grove Municipal Code.
 2. All handicap parking stalls shall be marked and signed in accordance with California Vehicle Code. All parking stalls shall be approved by the Public Works and Community Development Departments, and hairpin striped. All curbs not associated with a parking stall shall be painted red and parking shall be prohibited in those areas. A minimum of 160 parking spaces shall be provided and maintained at all times.
 3. Traffic mitigation fees shall be paid prior to the issuance of building permits for the hotel.

4. Motorcycle and bicycle parking shall be provided as required by code.
- J. The following provisions of the Garden Grove Fire Department and the Uniform Fire Code shall be met:
1. The building shall comply with all CBC and CFC standards and codes, 1998 Edition, for high-rise buildings, or alternative as approved by the Fire Department.
 2. Smoke control shall comply with CBC, 1998 Edition and NFA 92, 2000 Edition, or alternative as approved by the Fire Department.
 3. The developer shall be responsible for payment of plan checks and inspections for the smoke control and fire alarm system.
 4. Address numbers shall be visible from the street (in contrasting colors).
 5. Fire extinguishers shall be provided, locations and rating to be determined by fire inspector.
 6. Fire alarm system in accordance with the California Fire Code, Article 10 and the California Electrical Code shall be provided.
 7. Signage requirements for the Emergency Planning and Information Plan as required in C.C.R. Title 19, Section 3.09, shall be provided.
 8. Required fire lane shall be posted and marked in accordance with Garden Grove Fire Department Fire Protection Specifications and Requirements as required by the Fire Department.
- K. The building plans, site plans and all construction shall comply with the current editions of the U.B.C., U.P.C., U.M.C., and N.E.C. as amended by the City of Garden Grove and State of California handicap access, energy conservation and sound transmission control requirements.
- L. The following provisions of the Garden Grove Public Works Water Services Division shall be met:
1. New water service installations shall be at the developer's expense. Fire and water services shall be installed by developer's contractor per City Standards.

2. Water meters shall be located within the City right-of-way or within dedicated waterline easement. Fire services and large water services (3" and larger) shall be installed by contractor with class A or C-34 license, per City water standards and inspected by a Public Works inspector.
3. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for meter protection. The landscape system shall also have an RPPD device. Any carbonation dispensing equipment shall have a stainless steel RPPD device. Installation shall be per City Standards and shall be tested by a certified backflow device tester immediately after installation.. Cross connection inspector shall be notified for inspection after the initial installation is completed. Owner shall have RPPD devices tested once a year by a certified backflow device tester and the test results shall be submitted to the Public Works Water Services Division.
4. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
5. Fire service shall have above ground device with a double check detector valve assembly. Device shall be tested immediately after installation and once a year a certified backflow device tester and the results shall be submitted to Public Works, Water Services Division. Device shall be on private property and shall be responsible by the property owner. The above ground assembly shall be screened from public view as required by the Planning Division.
6. Contractor shall abandon and remove existing abandoned VCP sewer within building area. Balance of existing line shall be abandoned in place and filled with 1 sack sand/cement slurry. Manhole in Chapman Avenue shall be rechanneled and existing stub to the north to be filled with concrete.
7. No permanent. structures, trees or deep-rooted plants shall be placed over sewer main or water main.
8. A properly sized grease interceptor shall be installed on the sewer lateral and maintained by the property owner. There shall be a separate sanitary waste line that will connect to the sewer lateral downstream of the grease interceptor. All other waste lines shall be drained through the grease interceptor. Grease interceptor shall be located outside of the building and accessible for routine maintenance. The property owner shall

maintain comprehensive grease interceptor maintenance records and shall make them available to the City of Garden Grove upon demand.

9. Location and number of fire hydrants shall be as required by Water Services Division and the Fire Department.
10. The property owner shall install a new sewer lateral with clean out at right-of-way line. Lateral in public right-of-way shall be 6" minimum diameter, extra strength VCP with wedgelock joints. Connection shall be made to 12" PVC sewer main in Harbor Blvd.
11. A blanket easement for Public Water System on private property shall be required.

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

1. The developer shall construct and maintain the trash enclosure area, as indicated on the site plan, per City Standard. The trash enclosure location shall be reviewed and approved by the Community Development and Public Works Departments. The trash enclosure doors shall be kept closed and secured except during trash disposal or pickup. The trash pickup and automated parking lot cleaning/sweeping, shall occur between the hours of 7:00 a.m. and 6:00 p.m. Trash pickups shall be a minimum of three (3) times a week.
2. The refuse storage area shall be constructed to match the building walls.
3. The refuse storage area shall be maintained in a neat and sanitary manner.

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

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

1. Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).
2. Sunday and Federal Holidays - may work same hours but subject to noise restrictions as stipulated in Section 8.47.010 of the Municipal Code.

P. The developer shall submit a complete, detailed landscape plan governing the entire development. Said plan shall include type, size, location and quantity of all plant material. This includes enhanced landscaping and hardscape treatment along areas located immediately adjacent to Harbor Boulevard in accordance with the Harbor Boulevard Urban Design Plan. The plan shall include irrigation plans staking and planting specifications. The landscape plan is also subject to the following:

1. A complete, permanent, automatic remote control irrigation system shall be provided for all landscaped areas shown on the plan. The sprinklers shall be of low flow/precipitation sprinkler heads for water conservation.
2. The developer is and shall be responsible for installation and maintenance of all landscaping on the property and public parkway.
3. The plan shall provide a mixture of a minimum of ten (10) percent of the trees at 48-inch box, ten (10) percent of the trees at 36-inch box, fifteen (15) percent of the trees at 24-inch box and sixty (60) percent of the trees at 15-gallon. Remaining five (5) percent may be of any size.
4. Trees planted within ten feet (10') of any public right-of-way shall be planted in a root barrier shield. All landscaping along street frontage(s) adjacent to driveways shall be of the low height variety to ensure safe site clearance.
5. Trees located along the project's main entry drive shall incorporate special lighting treatments, including the use of uplighting.
6. The applicant shall be required to provide trees throughout the parking lot and in the landscape setback areas along Harbor Boulevard. Provision of landscape finger planters in every eight (8) parking spaces shall be provided where possible.
7. All above ground utilities (e.g. water backflow devices, electrical transformers, irrigation equipment, etc.) shall be shown on the landscaping plan in order to ensure proper landscape screening will be provided.

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

- R. Signage for the hotel development shall be as follows:
1. The hotel site shall be permitted to have a total of 1 monument sign along Harbor Boulevard, as shown on the approved site plan.
 2. The monument sign shall be designed in accordance with the Harbor Boulevard Urban Design Plan.
 3. The monument sign shall bear only the hotel's name and site address.
 4. Wall signs shall be permitted on the building's elevations, as shown on the approved building elevation plans.
 5. All signs require separate permit and shall be installed in accordance with the provisions of the sign ordinance and shall be approved by the Community Development Department.
- S. The developer shall enter into a binding development agreement with the City of Garden Grove. The agreement shall be executed prior to the building permit issuance.
- T. Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the name and address of the development, the developer's name, address, and a 24-hour emergency telephone number.
- U. The developer shall provide a decorative pavement treatment at the project entry drives. The color, material, and pattern shall be compatible with the Harbor Boulevard Urban Design Plan. The plan shall be approved by the Planning Services Division.
- V. Litter shall be removed daily from the premises including adjacent public sidewalks and all parking areas under the control of the applicant. These areas shall be swept or cleaned, either mechanically or manually, on a weekly basis, to control debris.
- W. The applicant/property owner shall submit a signed letter acknowledging receipt of the decision approving Site Plan No. SP-300-01 and his/her agreement with all conditions of approval.

- X. Graffiti shall be removed from the premises and all parking lots under the control of the licensee and/or the property owner within 120 hours of application.
- Y. The hotel facility shall be subject to Chapter 8.70 of the Municipal Code (Public Lodgings).
- Z. Should the hotel's phone system be a PBX System, a private switch ALLI (Automated Location Information) shall be installed to the satisfaction of the Police Department. This requirement is to allow the Police Department to identify the hotel and room number for the "911" calls.
- AA. No satellite dish antennas shall be installed on said premises unless and until plans have been submitted to and approved by the Community Development Department.
- BB. The service doors shall be kept closed at all times during the hours of operation on the premises except in case of an emergency or to permit deliveries. Panic hardware on doors shall comply with all City code requirements.
- CC. All lighting on the project site shall be enclosed in vandal-resistant fixtures. The fixtures shall be maintained and replaced as needed.
- DD. Prior to the issuance of certificate of occupancy, a security plan for the project shall be approved by the Police Chief. The security plan shall include provisions for security personnel, patrol, alarms, video cameras, lighting of pedestrian pathways, and employee protection.
- EE. The developer shall enter into a Reciprocal Access Agreement (REA), or other similar agreement, to ensure reciprocal vehicular access shall be provided between the subject site and the property to the south of the site, or alternative as approved by the Community Development Director.
- FF. Pedestrian pathways in the project shall be visually identified through the use of thematic lighting, planting, and paving treatments.
- GG. The operation of the proposed hotel shall comply with the provisions of the Extended-Stay Business Hotels.
- HH. No amplified systems shall be permitted outside of a fully enclosed building. The sound emitted from any loud speakers shall not extend beyond the walls of the buildings.

- II. During construction the developer shall comply the following measures to contain fugitive dust as required by the General Plan EIR:
1. Adherence to SCAQMD Rule 403, Fugitive Dust, as revised, which includes dust minimization measures such as daily watering of soils, application of non-toxic soils stabilizers, replacement of ground cover in disturbed areas as soon as possible, suspension of excavating and grading operations when wind speeds (or instantaneous gusts) exceed 25 miles per hour, and maintenance of a minimum two feet of freeboard on all trucks hauling dirt, sand, soil or other loose material.
 2. Sweeping of streets near construction area.
 3. Rinsing of wheels on construction vehicles prior to leaving construction area.
 4. Paving of all construction access roads at least 100 feet onto the site from the main access points. . .
 5. Use of electricity from power poles rather than temporary diesel or gasoline powered generators.
 6. Use of methanol, natural gas, propane or butane-powered on-site mobile equipment rather than diesel or gasoline powered equipment.
 7. During construction, if paleontological or archaeological resources are found all attempts will be made to preserve in place or leave in an undisturbed state in compliance with CEQA.

ADOPTED this 6th day of December 2001.

/s/ SUSAN ANN BARRY
CHAIR

I HEREBY CERTIFY that the foregoing resolution was duly adopted at the regular meeting of the Planning Commission of the City of Garden Grove, State of California, held on December 6, 2001, by the following votes:

AYES: COMMISSIONERS: BARRY, BUTTERFIELD, CALLAHAN, FREZE,
HUTCHINSON JONES, NGUYEN

NOES: COMMISSIONERS: NONE

ABSENT: COMMISSIONERS: NONE

/s/ TERESA POMEROY
SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is January 2, 2002.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk's Office
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

SPACE ABOVE FOR RECORDER'S USE ONLY

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

DEVELOPMENT AGREEMENT

RIGG HOTEL, LLC
CASE NO. SP-300-01

This DEVELOPMENT AGREEMENT ("Agreement") is made this ___ day of _____, 2002, by the CITY OF GARDEN GROVE, a municipal corporation ("City"), and RIGG HOTEL, LLC, a California limited liability company ("Developer"). The "Effective Date" of this Agreement shall be that date upon which a fully executed and acknowledged copy hereof is recorded in the Official Records of Orange County, California, in accordance with requirements of Section 65868.5 of the California Government Code. City and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

The following recitals are a substantive part of this Agreement:

- A. Developer intends to develop that certain real property located on Harbor Boulevard in the City of Garden Grove, California, at , as more fully described in Exhibit "A," attached hereto (the "Property").
- B. Developer has requested that the City consider entering into an agreement with respect to vesting its right to develop the Property, and proceedings have heretofore been taken in accordance with the City rules and regulations for the approval of such agreements established pursuant to Section 65864, et seq. of the California Government Code ("Development Agreement Law") and by the Garden Grove Municipal Code. The Development Agreement Law provides the authority for the City to enter into binding development agreements with a developer having a legal and equitable interest in real property.
- C. The City Council of the City has found that this Agreement has been adopted in conformance with the requirements of the City, including all requirements of the California Environmental Quality Act, is consistent with the General Plan, and all applicable rules, regulations and official policies of the City, and will promote the general welfare of City residents and the orderly development of property within the City, and that the project described herein:

- (i) Is consistent with the objectives, policies, general land uses, intensity of uses, and programs of the City and specified in the General Plan and all rules, regulations and official policies of the City;
- (ii) Is compatible with the uses authorized in, and the regulations prescribed for, the area of the City in which the Property is located;
- (iii) Is in conformity with and will promote public convenience, general welfare and good land use practice;
- (iv) Will not be detrimental to the public's health, safety and general welfare;
- (v) Will not adversely affect the orderly development of property or the preservation of property values; and
- (vi) Will promote and encourage the development of the Property by providing a greater degree of requisite certainty.

D. On _____, 2002, the City Council of the City adopted Ordinance No. _____ approving this Agreement and approving and adopting the findings of the Planning Commission.

E. The City acknowledges that by electing to enter into contractual agreements such as this one, the obligations of which shall survive beyond the term or terms of the present City Council members, that such action will serve to bind the City and future City Councils to the obligations thereby undertaken and this Agreement shall limit the future exercise of certain governmental and proprietary powers of the City to the extent permitted by applicable law. By obligating the City pursuant to this Agreement, the City has elected to exercise its governmental and proprietary powers with respect to the matters set forth herein at the present time, rather than deferring its actions to some undetermined future date.

F. City and Developer desire to enter into this Agreement to vest Developer's rights to develop the Property by the construction of an approximately one hundred fifty (150) to two hundred (200) room full service, limited service or extended stay mid-rise hotel with a swimming pool, and associated improvements, all in substantial conformance with the "Description of Construction (Scope of Project)," attached hereto as Exhibit "C."

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Duration.** This Agreement shall expire at the earlier of (i) completion of the "Construction" of the property (as that term is defined in Section 6, below), or (ii) three (3) years (the applicable of (i) or (ii) being herein referred to as the "Term") from its Effective Date.
2. **Permitted Uses.** The following uses are permitted at the Property: All uses identified as a permitted or conditional use as specified in Planned Unit Development No. PUD-104-82, as revised and/or amended.

3. **Density.** The density of the current proposed project is as follows: (a) a hotel building of up to two hundred thousand (200,000) square feet, consisting of guest rooms and/or suites with approximately one hundred fifty (150) to two hundred (200) guest rooms/suites, with up to one (1) restaurant and up to five thousand (5,000) square feet of meeting space; and (b) ancillary uses as specified in Planned Unit Development No. PUD-104-82, as revised or amended.
4. **Maximum Height and Building Size.** The maximum height and building size, with the exception of communication systems, architectural and thematic elements, is ten (10) stories, and up to two hundred thousand (200,000) square feet, respectively, as indicated on the approved site.
5. **Dedication.** The dedication of property to the City is as described in Exhibit "B" attached.
6. **Improvements.** The improvement described on Exhibit "C," "Description of Construction (Scope of Project)," are herein referred to as the "Construction" of the Property.
7. **Scope of Project.** The development of the Property consists of the Construction described on Exhibit "C," and shall be consistent with those uses stated in paragraph 2, above, with a density stated in paragraph 3, with a building height and size stated in paragraph 4.
8. **Effect of Agreement on Land Use Regulations.**

a. **Vesting of Land Use Entitlements.** The permitted uses of the Property, the density of use, the maximum height and size of any proposed buildings and the dedication of land for public purposes are all as set forth in the conditions of approval and/or this Agreement. The City agrees that Developer and its assignees shall be entitled and vested to proceed with the Construction of the Property pursuant to existing rules, regulations and official policies of the City, including, without limitation, the current fee schedule attached hereto as Exhibit "D," and no other fees (herein, "existing development rules"), as such existing development rules are in effect as of November 1, 1998, and to conduct such work at such times as Developer or such assignees may choose during the Term hereof. Such existing development rules shall continue to apply, notwithstanding the Construction of the Property as provided herein, to the reconstruction of any such constructed improvements damaged or destroyed from any cause. No delays, moratoriums, or general suspension in project Construction approvals will be imposed by the City on the Property during the Term hereof, including, but not limited to, the enactment after the Effective Date of any ordinance by the City Council or any ordinance adopted through the initiative process, which would be more restrictive than the existing development rules or which would impose limitations or restrictions on the uses as set forth in the conditions of approval, or the density for the Property, or which would limit or control the rate, timing or sequence of Construction of the Property other than as set forth in this Agreement. In addition to and not in limitation of the foregoing, the City agrees that no moratorium or other limitation (whether relating to the rate, timing or sequencing of the Construction or the construction of all or any part of the Property, whether imposed by ordinance, resolution or other action by, in the name of, or on behalf of the City) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy permits, or other entitlements to use or service portions of the Property approved, issued or granted by the City shall apply to the Construction of the Property to the extent such moratorium or other limitation is in conflict with this Agreement. Because the California Supreme Court ruled in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer and its assignees shall have the right to conduct the Construction to completion, including, without limiting the generality of that provision, the right to obtain all permits (including, without limitation, demolition, grading, building

and/or occupancy permits), and construct improvements on the Property in such order and at such rate and at such times as Developer or its assignees deems appropriate, within the exercise of its subjective business judgment, and consistent with this Agreement. The City acknowledges that Developer's decision to commence the Construction of the Property is based on expectations of proceeding to completion, relying upon the fact that all land use entitlements have been vested by virtue of this Agreement. The City agrees to take all steps necessary, in a timely manner and to complete its processing and approval (or reasonable disapproval) of same within sixty (60) days, unless City Planning Commission or City Council hearings are required in connection therewith, in order to facilitate the review and approval of any lot line adjustment, lot splits, subdivision, site planning and construction applications with respect to the Property. If such City Planning Commission or City Council hearings are required, the City shall schedule and conduct such hearings in the shortest reasonable time after receipt of Developer's application therefor. However, in the event that State or Federal laws or regulations enacted after this Agreement is executed prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State and Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

b. Sewer Hook-Up. The City shall provide Developer, at no special cost (other than City's adopted sewer connection fees) access, with functional sewer facilities in Harbor Boulevard. The sewer facilities provided by the City shall have adequate capacity to service Construction project.

9. Intent. The Parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.
10. Resolution/Material Terms. Conditions of approval for the Construction, if any, are attached hereto and incorporated herein as Exhibit "E."
11. Reimbursement. In recognition of the dedication of property described in Exhibit "B" attached hereto, no development impact fee shall be charged against Developer or the Property.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
 - (1) Failure of Developer to perform any of the provisions of this Agreement; or
 - (2) Mutual agreement of the Parties; or
 - (3) Failure of Developer to cure any default under the terms and conditions of any agreement with the Garden Grove Agency for Community Development for the Construction.
13. Periodic Review. The City shall review Developer's performance every twelve (12) months at the anniversary of the adoption of this Agreement during the Term hereof. Developer shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review the City finds and determines, based upon substantial evidence, that Developer, after notice and opportunity to cure as

provided in Section 28 below, has not taken good faith efforts to comply with terms or conditions of this Agreement, the City may terminate the Agreement. This review shall be conducted by the Director of Community Development.

14. City Discretion. The City retains its right and reasonable discretion, under all applicable Codes, to approve or disapprove any item related to this Property 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.
15. Improvement Schedule. The improvements to the Property which are vested pursuant to this Agreement shall be constructed by September 30, 2004.
16. Developer Breach. Failure of Developer to construct improvements as specified shall result in the withholding of building permits, any other permit or granting of occupancy for any unit until the breach is remedied to satisfaction of the City.
17. Non-Liability Provisions.

a. Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City pursuant to the terms of this Agreement.

b. Partners, Members, Agents and Employees of Developer. No partner, member, owner, agent or employee of the Developer, or any successor or assign of any of the foregoing, shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successors, or on any obligations under the terms of this Agreement, but the City shall look solely to the assets of Developer. In the event that Developer shall convey its interest in the Property as permitted herein, subsequent to that conveyance the City shall look solely to the successor-owner for defaults occurring subsequent to the date of that conveyance.

18. 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 or service of process.

Address of Developer is as follows:

RIGG HOTEL, LLC
Attention: Managing Member
650 Town Center Drive, Suite 1720
Costa Mesa, CA 92626

Address of City is as follows:

CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, CA 92840

19. **Developer's Proposal.** The Construction of the Property vested by this Agreement shall conform to Developer's project description summary for the Construction, attached hereto as **Exhibit "C."** In the event of any inconsistency between terms of the project description summary and this Agreement, this Agreement shall govern.
20. **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 Construction of the Property.
21. **Time of Essence.** Time is of the essence in the performance of this Agreement.
22. **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 owners of an interest in the Property.
23. **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.
24. **Indemnification.** Developer agrees to protect, defend, and hold harmless the 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 bodily injury or death of any person, or damage to property, or interference with use of property, directly attributable to negligent acts or omissions, or willful misconduct, in the performance of the Agreement by Developer, Developer's agents, officers or employees, and subcontractors hired by Developer.
25. **Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by the City and Developer.
26. **Inconsistencies.** Nothing in this Agreement shall limit or impair the Garden Grove Agency for Community Development's and Developer's obligations under any agreement with Developer.
27. **Termination of Agreement.** At the time of termination of this Agreement, whether pursuant to the provisions of this Section or in any other manner, the City agrees to execute, acknowledge and provide a quit claim of its rights hereunder in a form suitable for recording within ten (10) days after Developer's request therefor, and shall further cooperate in clearing the encumbrance of this Agreement from title to the Property as reasonably may be requested by Developer.
28. **Right to Cure.** A Party claiming a default pursuant to this Agreement shall give written notice of default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this

Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in default (i) if such Party cures such default within thirty (30) days of receipt of such notice, or (ii) if the default cannot reasonably be cured within such thirty (30) day period, such other Party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with diligence.

29. Attorneys' Fees. In any action between the parties, including an arbitration or a reference conducted pursuant to Section 638, et seq. of the California Code of Civil procedure, to interpret, enforce, reform, modify, rescind, or otherwise take action in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses, including, without limitation, litigation costs and reasonable attorneys' fees. Such fees, costs and expenses shall include fees, costs and expenses incurred on appeal or in collection of any judgments. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

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

ATTEST:

CITY CLERK

Date: _____

"CITY"

CITY OF GARDEN GROVE,
a municipal corporation

By: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

"DEVELOPER"

RIGG HOTEL, LLC, a California limited liability
company

BY: _____

NAME: TUSHAR PATEL

TITLE: Member/Manager

EXHIBIT "A"
LEGAL DESCRIPTION

**THAT REAL PROPERTY LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE,
CITY OF GARDEN GROVE, DESCRIBED AS FOLLOWS:**

**Lots 6 and 7 of Tract Map 12084, recorded at Book 520, pages 7-12 in the Official Records of Orange
County, California.**

EXHIBIT "B"
PROPERTY DEDICATION

See Attached

EXHIBIT "C"
Description of Construction
(Scope of Project)

The Construction (as defined in this Agreement) shall include the following and shall be completed in accordance with the stated terms and conditions. All costs associated with planning, designing and constructing the items outlined below shall be the sole responsibility of the Developer. Terms capitalized in this Exhibit "C" have the same meaning as ascribed thereto in the Agreement to which this Exhibit is appended.

Building Improvements. "Building Improvements" included in the Construction consist of a mid-rise building consisting of one hundred fifty (150) to two hundred (200) guest rooms/suites, with lobby, swimming pool and ancillary improvements.

Special Provisions. Special provisions applicable to the Construction consist of the following:

1. Developer is responsible for the payment of all fees imposed for the Construction as set forth in Exhibit "D" of this Development Agreement.

EXHIBIT "D"

CITY'S APPLICABLE FEE SCHEDULE (ATTACHED)

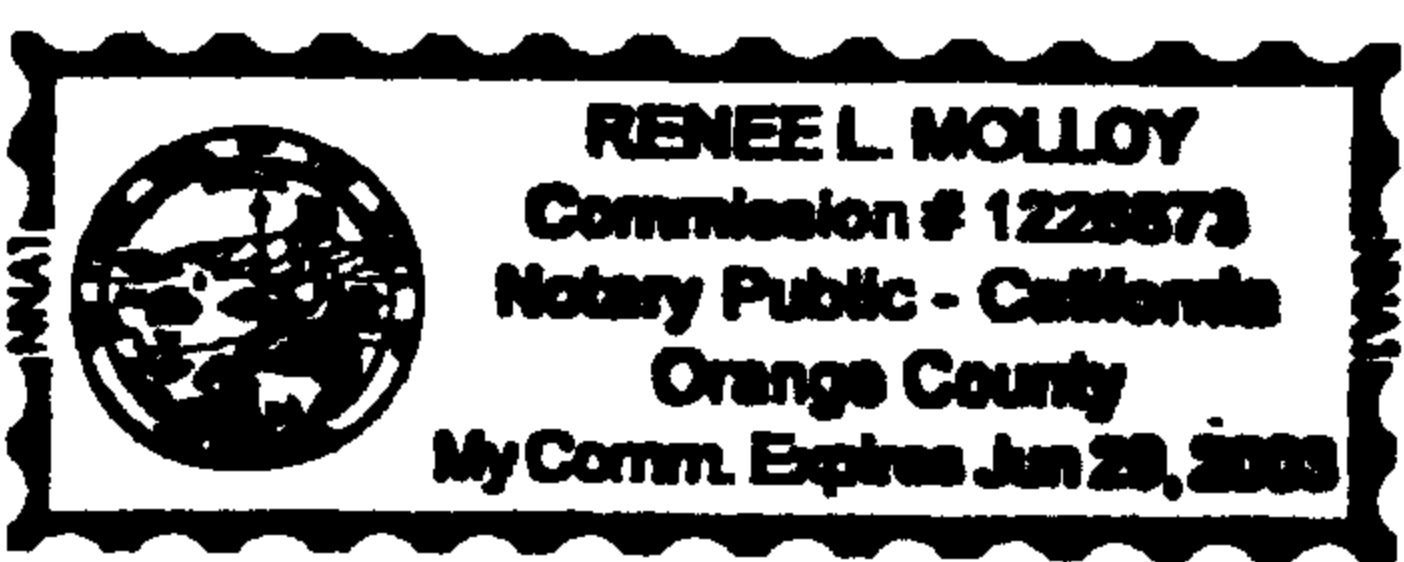
EXHIBIT "E"
SPECIAL CONDITIONS OF APPROVAL

NONE

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On 1.14.02 before me, Renee L. Molloy, Notary Public, personally appeared, **TUSHAR PATEL** / X / personally known to me or / / proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Renee L. Molloy
Renee L. Molloy
Name (Typed or Printed)

CAPACITY CLAIMED BY SIGNER:

- individual signing for oneself/themselves.
- corporate officer(s) _____ (Titles)
- partner(s) _____ Limited
- _____ General
- attorney-in-fact
- trustee(s)/trustor(s)
- guardian/conservator
- other: **MEMBER/MANAGER**

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

RIGG HOTEL, LLC, a California limited liability company

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING A DEVELOPMENT AGREEMENT BETWEEN RIGG HOTEL, LLC. AND THE CITY OF GARDEN GROVE FOR PROPERTY LOCATED ON THE WEST SIDE OF HARBOR BOULEVARD, NORTH OF CHAPMAN AVENUE, AT 11931 HARBOR BOULEVARD, PARCEL NOS. 233-171-14 & 15

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

SECTION 1:

A Development Agreement is hereby adopted for Site Plan No. SP-300-01, for property located on the west side of Harbor Boulevard, north of Chapman Avenue, at 11931 Harbor Boulevard. A copy of the Development Agreement is on file in the City Clerk's Office.

SECTION 2:

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

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public, personally appeared, **TUSHAR PATEL** / ___ / personally known to me or / ___ / proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Name (Typed or Printed)

CAPACITY CLAIMED BY SIGNER:

- _____ individual signing for oneself/themselves.
- _____ corporate officer(s) _____ (Titles)
- _____ partner(s) _____ Limited
- _____ _____ General
- _____ attorney-in-fact
- _____ trustee(s)/trustor(s)
- _____ guardian/conservator
- _____ other: **MEMBER/MANAGER**

SIGNER IS REPRESENTING:
Name of Person(s) or Entity(ies)

RIGG HOTEL, LLC, a California limited liability company

EXHIBIT "E"
SPECIAL CONDITIONS OF APPROVAL

NONE

EXHIBIT "D"

CITY'S APPLICABLE FEE SCHEDULE (ATTACHED)

EXHIBIT "C"
Description of Construction
(Scope of Project)

The Construction (as defined in this Agreement) shall include the following and shall be completed in accordance with the stated terms and conditions. All costs associated with planning, designing and constructing the items outlined below shall be the sole responsibility of the Developer. Terms capitalized in this Exhibit "C" have the same meaning as ascribed thereto in the Agreement to which this Exhibit is appended.

Building Improvements. "Building Improvements" included in the Construction consist of a mid-rise building consisting of one hundred fifty (150) to two hundred (200) guest rooms/suites, with lobby, swimming pool and ancillary improvements.

Special Provisions. Special provisions applicable to the Construction consist of the following:

1. Developer is responsible for the payment of all fees imposed for the Construction as set forth in Exhibit "D" of this Development Agreement.

EXHIBIT "B"
PROPERTY DEDICATION

See Attached

EXHIBIT "A"
LEGAL DESCRIPTION

**THAT REAL PROPERTY LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE,
CITY OF GARDEN GROVE, DESCRIBED AS FOLLOWS:**

**Lots 6 and 7 of Tract Map 12084, recorded at Book 520, pages 7-12 in the Official Records of Orange
County, California.**

Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in default (i) if such Party cures such default within thirty (30) days of receipt of such notice, or (ii) if the default cannot reasonably be cured within such thirty (30) day period, such other Party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with diligence.

29. Attorneys' Fees. In any action between the parties, including an arbitration or a reference conducted pursuant to Section 638, et seq. of the California Code of Civil procedure, to interpret, enforce, reform, modify, rescind, or otherwise take action in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses, including, without limitation, litigation costs and reasonable attorneys' fees. Such fees, costs and expenses shall include fees, costs and expenses incurred on appeal or in collection of any judgments. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

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

ATTEST:

CITY CLERK

Date: _____

"CITY"

CITY OF GARDEN GROVE,
a municipal corporation

By: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

"DEVELOPER"

RIGG HOTEL, LLC, a California limited liability
company

BY: _____

NAME: _____

TITLE: Member/Manager

Address of City is as follows:

CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, CA 92840

19. Developer's Proposal. The Construction of the Property vested by this Agreement shall conform to Developer's project description summary for the Construction, attached hereto as Exhibit "C." In the event of any inconsistency between terms of the project description summary and this Agreement, this Agreement shall govern.
20. 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 Construction of the Property.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. 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 owners of an interest in the Property.
23. 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.
24. Indemnification. Developer agrees to protect, defend, and hold harmless the 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 bodily injury or death of any person, or damage to property, or interference with use of property, directly attributable to negligent acts or omissions, or willful misconduct, in the performance of the Agreement by Developer, Developer's agents, officers or employees, and subcontractors hired by Developer.
25. Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by the City and Developer.
26. Inconsistencies. Nothing in this Agreement shall limit or impair the Garden Grove Agency for Community Development's and Developer's obligations under any agreement with Developer.
27. Termination of Agreement. At the time of termination of this Agreement, whether pursuant to the provisions of this Section or in any other manner, the City agrees to execute, acknowledge and provide a quit claim of its rights hereunder in a form suitable for recording within ten (10) days after Developer's request therefor, and shall further cooperate in clearing the encumbrance of this Agreement from title to the Property as reasonably may be requested by Developer.
28. Right to Cure. A Party claiming a default pursuant to this Agreement shall give written notice of default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this

provided in Section 28 below, has not taken good faith efforts to comply with terms or conditions of this Agreement, the City may terminate the Agreement. This review shall be conducted by the Director of Community Development.

14. City Discretion. The City retains its right and reasonable discretion, under all applicable Codes, to approve or disapprove any item related to this Property 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.
15. Improvement Schedule. The improvements to the Property which are vested pursuant to this Agreement shall be constructed by September 30, 2004.
16. Developer Breach. Failure of Developer to construct improvements as specified shall result in the withholding of building permits, any other permit or granting of occupancy for any unit until the breach is remedied to satisfaction of the City.

17. Non-Liability Provisions.

a. Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City pursuant to the terms of this Agreement.

b. Partners, Members, Agents and Employees of Developer. No partner, member, owner, agent or employee of the Developer, or any successor or assign of any of the foregoing, shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successors, or on any obligations under the terms of this Agreement, but the City shall look solely to the assets of Developer. In the event that Developer shall convey its interest in the Property as permitted herein, subsequent to that conveyance the City shall look solely to the successor-owner for defaults occurring subsequent to the date of that conveyance.

18. 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 or service of process.

Address of Developer is as follows:

RIGG HOTEL, LLC
Attention: Managing Member
650 Town Center Drive, Suite 1720
Costa Mesa, CA 92626

and/or occupancy permits), and construct improvements on the Property in such order and at such rate and at such times as Developer or its assignees deems appropriate, within the exercise of its subjective business judgment, and consistent with this Agreement. The City acknowledges that Developer's decision to commence the Construction of the Property is based on expectations of proceeding to completion, relying upon the fact that all land use entitlements have been vested by virtue of this Agreement. The City agrees to take all steps necessary, in a timely manner and to complete its processing and approval (or reasonable disapproval) of same within sixty (60) days, unless City Planning Commission or City Council hearings are required in connection therewith, in order to facilitate the review and approval of any lot line adjustment, lot splits, subdivision, site planning and construction applications with respect to the Property. If such City Planning Commission or City Council hearings are required, the City shall schedule and conduct such hearings in the shortest reasonable time after receipt of Developer's application therefor. However, in the event that State or Federal laws or regulations enacted after this Agreement is executed prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State and Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

b. Sewer Hook-Up. The City shall provide Developer, at no special cost (other than City's adopted sewer connection fees) access, with functional sewer facilities in Harbor Boulevard. The sewer facilities provided by the City shall have adequate capacity to service Construction project.

9. Intent. The Parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.
10. Resolution/Material Terms. Conditions of approval for the Construction, if any, are attached hereto and incorporated herein as Exhibit "E."
11. Reimbursement. In recognition of the dedication of property described in Exhibit "B" attached hereto, no development impact fee shall be charged against Developer or the Property.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
 - (1) Failure of Developer to perform any of the provisions of this Agreement; or
 - (2) Mutual agreement of the Parties; or
 - (3) Failure of Developer to cure any default under the terms and conditions of any agreement with the Garden Grove Agency for Community Development for the Construction.
13. Periodic Review. The City shall review Developer's performance every twelve (12) months at the anniversary of the adoption of this Agreement during the Term hereof. Developer shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review the City finds and determines, based upon substantial evidence, that Developer, after notice and opportunity to cure as

3. Density. The density of the current proposed project is as follows: (a) a hotel building of up to two hundred thousand (200,000) square feet, consisting of guest rooms and/or suites with approximately one hundred fifty (150) to two hundred (200) guest rooms/suites, with up to one (1) restaurant and up to five thousand (5,000) square feet of meeting space; and (b) ancillary uses as specified in Planned Unit Development No. PUD-104-82, as revised or amended.
4. Maximum Height and Building Size. The maximum height and building size, with the exception of communication systems, architectural and thematic elements, is ten (10) stories, and up to two hundred thousand (200,000) square feet, respectively, as indicated on the approved site.
5. Dedication. The dedication of property to the City is as described in Exhibit "B" attached.
6. Improvements. The improvement described on Exhibit "C," "Description of Construction (Scope of Project)," are herein referred to as the "Construction" of the Property.
7. Scope of Project. The development of the Property consists of the Construction described on Exhibit "C," and shall be consistent with those uses stated in paragraph 2, above, with a density stated in paragraph 3, with a building height and size stated in paragraph 4.
8. Effect of Agreement on Land Use Regulations.

a. Vesting of Land Use Entitlements. The permitted uses of the Property, the density of use, the maximum height and size of any proposed buildings and the dedication of land for public purposes are all as set forth in the conditions of approval and/or this Agreement. The City agrees that Developer and its assignees shall be entitled and vested to proceed with the Construction of the Property pursuant to existing rules, regulations and official policies of the City, including, without limitation, the current fee schedule attached hereto as Exhibit "D," and no other fees (herein, "existing development rules"), as such existing development rules are in effect as of November 1, 1998, and to conduct such work at such times as Developer or such assignees may choose during the Term hereof. Such existing development rules shall continue to apply, notwithstanding the Construction of the Property as provided herein, to the reconstruction of any such constructed improvements damaged or destroyed from any cause. No delays, moratoriums, or general suspension in project Construction approvals will be imposed by the City on the Property during the Term hereof, including, but not limited to, the enactment after the Effective Date of any ordinance by the City Council or any ordinance adopted through the initiative process, which would be more restrictive than the existing development rules or which would impose limitations or restrictions on the uses as set forth in the conditions of approval, or the density for the Property, or which would limit or control the rate, timing or sequence of Construction of the Property other than as set forth in this Agreement. In addition to and not in limitation of the foregoing, the City agrees that no moratorium or other limitation (whether relating to the rate, timing or sequencing of the Construction or the construction of all or any part of the Property, whether imposed by ordinance, resolution or other action by, in the name of, or on behalf of the City) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy permits, or other entitlements to use or service portions of the Property approved, issued or granted by the City shall apply to the Construction of the Property to the extent such moratorium or other limitation is in conflict with this Agreement. Because the California Supreme Court ruled in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer and its assignees shall have the right to conduct the Construction to completion, including, without limiting the generality of that provision, the right to obtain all permits (including, without limitation, demolition, grading, building

- (i) Is consistent with the objectives, policies, general land uses, intensity of uses, and programs of the City and specified in the General Plan and all rules, regulations and official policies of the City;
- (ii) Is compatible with the uses authorized in, and the regulations prescribed for, the area of the City in which the Property is located;
- (iii) Is in conformity with and will promote public convenience, general welfare and good land use practice;
- (iv) Will not be detrimental to the public's health, safety and general welfare;
- (v) Will not adversely affect the orderly development of property or the preservation of property values; and
- (vi) Will promote and encourage the development of the Property by providing a greater degree of requisite certainty.

D. On _____, 2001, the City Council of the City adopted Ordinance No. _____ approving this Agreement and approving and adopting the findings of the Planning Commission.

E. The City acknowledges that by electing to enter into contractual agreements such as this one, the obligations of which shall survive beyond the term or terms of the present City Council members, that such action will serve to bind the City and future City Councils to the obligations thereby undertaken and this Agreement shall limit the future exercise of certain governmental and proprietary powers of the City to the extent permitted by applicable law. By obligating the City pursuant to this Agreement, the City has elected to exercise its governmental and proprietary powers with respect to the matters set forth herein at the present time, rather than deferring its actions to some undetermined future date.

F. City and Developer desire to enter into this Agreement to vest Developer's rights to develop the Property by the construction of an approximately one hundred fifty (150) to two hundred (200) room full service, limited service or extended stay mid-rise hotel with a swimming pool, and associated improvements, all in substantial conformance with the "Description of Construction (Scope of Project)," attached hereto as Exhibit "C."

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Duration.** This Agreement shall expire at the earlier of (i) completion of the "Construction" of the property (as that term is defined in Section 6, below), or (ii) three (3) years (the applicable of (i) or (ii) being herein referred to as the "Term") from its Effective Date.
2. **Permitted Uses.** The following uses are permitted at the Property: All uses identified as a permitted or conditional use as specified in Planned Unit Development No. PUD-104-82, as revised and/or amended.