

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

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

(Space above for Recorder.)

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

Dated: _____

DEVELOPMENT AGREEMENT NO. DA-006-2017

SP-028-2017 and TT-17927-2017

(Christ Catholic Cathedral Facilities Corporation)

THIS DEVELOPMENT AGREEMENT ("Agreement" or "Development Agreement") is made this ___ day of _____, 2017, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), on the one hand, and Christ Catholic Cathedral Facilities Corporation, a California nonprofit religious corporation ("DEVELOPER"), on the other hand, pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division I of Title 7, Sections 65864 through 65869.5 of the California Government Code.

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The CITY and DEVELOPER desire to enter into this Development Agreement for the construction of a 70-unit single-family residential small-lot subdivision on a 9.01-acre site and related improvements (the "PROJECT") on that certain real property located on the northwest corner of Lewis Street and Garden Grove Boulevard, at 12901 Lewis Street, Assessor's Parcel Nos. 231-041-26, 231-041-27, 231-041-28, & 231-255-01, which is described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

- B. In order to implement the PROJECT, DEVELOPER has requested approval of, and CITY has approved, General Plan Amendment No. GPA-001-2017 applying a General Plan Land Use Designation of Low Density Residential to the Property, Planned Unit Development No. PUD-006-2017 applying Residential Planned Unit Development zoning with R-1 (Single-Family Residential) base zoning to the Property, Tentative Tract Map No. TT-17927-2017, Site Plan No. SP-028-2017, and associated Conditions of Approval, for the PROJECT. The effectiveness of each of the foregoing approvals is subject to approval by the Orange County Local Agency Formation Commission ("LAFCO") of a proposed detachment of approximately 0.901 acres of the Property from the City of Orange and annexation of said portion of the Property to the City of Garden Grove, along with related amendments to the Cities' spheres of influence. On May 23, 2017, the City Council adopted a Mitigated Negative Declaration and an associated Mitigation Monitoring and Reporting Program for the Project.
- C. The CITY, and DEVELOPER desire to enter into this Development Agreement for the construction of the PROJECT pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code (the "Development Agreement Statute").
- D. The PROJECT is a development requiring certain discretionary approvals by the CITY before it may be constructed.
- E. The Development Agreement Statute provides the authority for CITY to enter into binding development agreements with a person having a legal and equitable interest in real property.
- F. DEVELOPER represents that it owns the PROPERTY in fee.
- G. As consideration for the benefits gained by DEVELOPER from the vested rights acquired pursuant to the Development Agreement Statute, CITY is requiring that DEVELOPER construct and install as part of development of the PROJECT certain public improvements and provide other public benefits

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **DURATION.** This Development Agreement and Site Plan No. SP-028-2017 and Tentative Tract Map No. TT-17927-2017 shall expire four (4) years from the date that the General Plan and Zoning Map amendments reflected in General Plan Amendment No. GPA-001-2017 and Planned Unit Development No. PUD-006-2017 take effect, unless any duty specified remains executory, in which case this Agreement may be renewed for a successive one year term

at discretion of CITY, pursuant to law, until all duties are performed. In the event that the General Plan and Zoning Map amendments reflected in General Plan Amendment No. GPA-001-2017 and Planned Unit Development No. PUD-006-2017 fail to take effect due to denial by LAFCO of the proposed detachment/annexation and related sphere of influence amendments, or for any other reason, this Development Agreement shall be deemed null and void and DEVELOPER shall have no rights hereunder.

2. Permitted Uses/Land Use Entitlements. The following uses are permitted on the PROPERTY: A 70-unit single-family residential small-lot subdivision that includes 70 two-story, single-family homes along with active common usable open space for recreational purposes. The units range in size from 2,451 square feet to 2,689 square feet. The PROJECT has been granted the following land use entitlements: General Plan Amendment No. GPA-001-2017, Planned Unit Development No. PUD-006-2017, and Site Plan No. SP-028-2017 and Tentative Tract Map No. TT-17927-2017 (subject to associated conditions of approval). A Mitigated Negative Declaration and an associated Mitigation Monitoring and Reporting Program for the PROJECT have been adopted. Development of the PROJECT is permitted in accordance with Planned Unit Development No. PUD-006-2017. Except as otherwise expressly provided in Planned Unit Development No. PUD-006-2017, the PROJECT is subject to the development standards of the City's Small Lot Subdivision Ordinance (Section 9.12.40.060: Special Requirements Small Lot Subdivisions of Title 9 of the City's Municipal Code) and the base zoning of R-1 (Single-Family Residential) and the Conditions of Approval to Site Plan No. SP-028-2017 and Tentative Tract Map No. TT-17927-2017.
3. Density/Intensity. The density or intensity of the PROJECT is as follows: Single-family residential small-lot subdivision project consisting of 70 two-story units with related improvements on a 9.01-acre site, resulting in a net density of 7.8 dwelling units per acre.
4. Maximum Height and Building Size. The maximum height and building sizes are as follows: The maximum building height shall be two (2) stories with an overall height not to exceed 28'-0" and the building area is comprised of 70 single-family dwelling units ranging in size from 2,451 square feet to 2,689 square feet, as indicated on the approved site plan, floor plan, and elevations.
5. Reservation or Dedication. The reservation of easements or dedication of property to the CITY to allow the construction of the proposed residential development shall be as shown on and/or conditioned in the approved Site Plan No. SP-028-2017 and Tentative Tract Map No. TT-17927-2017.
6. Improvements. The improvements described in Planning Commission Resolution No. 5878-17 shall be constructed prior to the occupancy of the

proposed development or the issuance of any certificate of occupancy for any unit of the development, all in accordance with the terms and conditions of Site Plan No. SP-028-2017 and Tentative Tract Map No. TT-17927-2017.

7. Scope of PROJECT. The PROJECT shall consist of a single-family residential project consisting of two-story homes that range in size from 2,451 square feet to 2,689 square feet, for a total of 70 dwelling units with related improvements.
8. Resolution/Material Terms. All Conditions of Approval of Site Plan No. SP-028-2017 and Tentative Tract Map No. TT-17927-2017, as per Planning Commission Resolution No. 5878-17, attached hereto and incorporated herein as "Exhibit B," are material terms of this Development Agreement. Breach of any condition of approval shall be deemed to be a breach of this Development Agreement.
9. Development Agreement Payment. DEVELOPER shall pay a development agreement payment to the CITY as follows:
 - 9.1 Amount. \$750 per unit and shall be paid prior to issuance of any building permits.
 - 9.2 Amount. The DEVELOPER shall make a contribution of \$1,166 per unit toward construction of a Fire Station, including, but not limited to, related equipment, furnishings, and fixtures, etc., as part of this Development Agreement and shall be paid prior to issuance of any building permits.
 - 9.3 Not to Exceed. Payment under this Development Agreement shall not exceed \$134,120.00.
10. City Agreement. CITY agrees that the sums to be paid to the CITY, pursuant to Paragraph 9, will reimburse CITY for the cost of certain CITY services required by the PROJECT that are not otherwise being reimbursed to CITY.
11. Payment Due Date. The payment amount of \$134,120.00 shall be due and payable prior to the issuance of building permits for the PROJECT.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
 - A. Failure of DEVELOPER to perform any of the provisions of this Agreement, or
 - B. Mutual agreement of the parties.

13. Periodic Review. CITY's Director of Community and Economic Development shall review DEVELOPER'S performance every twelve (12) months at the anniversary of the adoption of this Development Agreement. DEVELOPER shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review, CITY's Community and Economic Development Director determines that DEVELOPER has not demonstrated good faith compliance with this Agreement, CITY shall hold a public hearing before CITY's City Council. If, following such public hearing, CITY's City Council finds and determines, based upon substantial evidence, that DEVELOPER has not complied in good faith with terms or conditions of this Agreement, CITY may terminate the Agreement.
14. City Discretion. So long as this Development Agreement remains in effect, DEVELOPER shall have the full vested right to construct and complete development of the PROJECT and the use of the PROPERTY consistent with the land use entitlements identified in Paragraph 2. Otherwise, CITY retains its right and discretion, under all applicable Codes, to approve or disapprove any item related to this PROJECT that 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 that apply to the PROJECT and the PROPERTY and that this Development Agreement does not relieve DEVELOPER of the necessity of filing applications for and obtaining any such permits.
15. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All repairs and improvements to the public right-of-way required pursuant to Planning Commission Resolution No. 5878-17 shall be completed prior to the issuance of any certificates of occupancy or release of any public utilities.
16. Developer Breach. Failure of DEVELOPER to construct improvements as specified, or to pay amounts specified in a timely fashion, shall result in the withholding of building permits, any other permit or certificate of occupancy until the breach is remedied.
17. Non-Liability of Officials and Employees of the City. No official or employee of CITY shall be personally liable to DEVELOPER in the event of any default or breach by CITY, or for any amount that will become due to DEVELOPER, or any obligation under the terms of this Agreement.
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 of service of process.

- A. Address of DEVELOPER is as follows:
Christ Catholic Cathedral Facilities Corporation
13280 Chapman Avenue
Garden Grove, CA 92840
- B. Address of CITY is as follows:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
19. DEVELOPER'S Proposal. The PROJECT shall include DEVELOPER's proposal, as modified by Planning Commission and City Council, including all Conditions of Approval contained in Planning Commission Resolution No. 5878-17, which shall be incorporated herein by this reference. In the event of any inconsistency between terms of the proposal and this Agreement, the terms of 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 PROJECT.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. Successor's In 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 and for the benefit of any future lessees or other owners of an interest in 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 injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of this Development Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, developers, contractors, or subcontractors hired by DEVELOPER.
25. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written, regarding the subject matter set forth herein. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and the DEVELOPER

and approved by CITY in accordance with the Development Agreement Statute.

26. Recordation. The City Clerk shall cause this Agreement to be recorded against the PROPERTY within ten (10) days of the effective date of the Garden Grove City Council Ordinance approving this Development Agreement.
27. Remedies. The breach or default of any term or provision of this Agreement by either party shall give the nondefaulting party the right to proceed with any and all remedies set forth in this Agreement, including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.
28. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or default are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.
29. Attorney's Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorney's fees.
30. Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each other and every such right, power, remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

31. Waiver of Terms and Conditions. The CITY may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
32. Non-Liability of City Officials and Employees. No member, official, employee or agent 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 or for any amount that may become due to the DEVELOPER or its successors, or on any obligations under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

Date: _____

"CITY"
CITY OF GARDEN GROVE, a
municipal corporation

BY _____

ATTEST:

CITY CLERK

DATE: _____

"DEVELOPER"
CHRIST CATHOLIC CATHEDRAL
FACILITIES CORPORATION, a
California nonprofit religious corporation

By: _____

Its: _____

Date: _____

(Signature must be notarized.)

By: _____

Its: _____

Date: _____

(Signature must be notarized.)

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

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

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 231-041-26, 27 AND 28)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SAID SECTION IS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10, MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA IN DEED RECORDED MAY 1, 1962 IN BOOK 6093, PAGE 418 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL REMAINING OIL, GAS, OTHER HYDROCARBONS AND OTHER MINERALS IN AND TO SAID LAND, TOGETHER WITH THE RIGHT AS HEREINAFTER LIMITED TO DRILL, REDRILL, DEEPEN, COMPLETE, AND MAINTAIN WELLS HOLES UNDER, THROUGH AND BEYOND, AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR) AND OTHER MINERALS FROM AND THROUGH SAID REAL PROPERTY, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID LAND, EXCEPT BENEATH A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND, AS RESERVED IN DEED FROM THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, RECORDED JULY 23, 1976 IN BOOK 11784, PAGE 827 OF OFFICIAL RECORDS.

PARCEL 2: (APN: 231-255-01)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ACQUIRED BY THE STATE OF CALIFORNIA BY PARCEL 1 OF FINAL ORDER OF CONDEMNATION, SUPERIOR COURT CASE NO. 90107, DEED A1353, RECORDED IN BOOK 5980, PAGE 723 OF OFFICIAL RECORDS IN SAID OFFICE, AND BY FINAL ORDER OF INVERSE CONDEMNATION, SUPERIOR COURT CASE NO. 127970, DEED A1354, RECORDED IN BOOK 8781, PAGE 658 OF SAID OFFICIAL RECORDS, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

**EXHIBIT A
(Continued)**

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF LEWIS STREET, 40 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 3210, RECORDED IN BOOK 154, PAGES 47 AND 48 OF SAID MISCELLANEOUS MAPS, WITH THAT CURVE SHOWN AS HAVING A RADIUS OF 740.00 FEET AND BEING CONCAVE SOUTHEASTERLY IN THE GENERAL WESTERLY LINE OF PARCEL 4 OF STATE HIGHWAY RELINQUISHMENT NO. 376 RECORDED IN BOOK 8989, PAGE 762 OF SAID OFFICIAL RECORDS; THENCE NORTHEASTERLY ALONG SAID CURVE FROM A TANGENT WHICH BEARS NORTH 19 DEGREES 35' 48" EAST, THROUGH AN ANGLE OF 2 DEGREES 49' 40", AN ARC DISTANCE OF 36.52 FEET TO THE POINT OF TANGENCY WITH THAT COURSE SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 22 DEGREES 25' 28" EAST, 138.75 FEET IN SAID GENERAL WESTERLY LINE; THENCE ALONG SAID COURSE NORTH 22 DEGREES 25' 28" EAST, 138.75 FEET TO A TANGENT CURVE SHOWN AS HAVING A RADIUS OF 27.00 FEET AND BEING CONCAVE SOUTHWESTERLY IN SAID GENERAL WESTERLY LINE; THENCE NORTHWESTERLY ALONG LAST SAID CURVE THROUGH AN ANGLE OF 90 DEGREES 00' 00", AN ARC DISTANCE OF 42.41 FEET TO THE POINT OF TANGENCY WITH THAT COURSE SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 67 DEGREES 34' 32" WEST, 16.72 FEET IN SAID GENERAL WESTERLY LINE; THENCE ALONG LAST SAID COURSE NORTH 67 DEGREES 34' 32" WEST, 16.72 FEET TO A TANGENT CURVE SHOWN AS HAVING A RADIUS OF 85.00 FEET AND BEING CONCAVE NORTHEASTERLY IN SAID GENERAL WESTERLY LINE; THENCE NORTHWESTERLY ALONG LAST SAID CURVE THROUGH AN ANGLE OF 28 DEGREES 08' 14", AN ARC DISTANCE OF 41.74 FEET TO THE CENTER LINE OF LEWIS STREET, 40 FEET WIDE; THENCE ALONG SAID CENTER LINE SOUTH 0 DEGREES 40' 18" WEST, 228.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE UNDERLYING INTEREST, IF ANY, APPURTENANT TO THE ABOVE DESCRIBED PROPERTY IN AND TO THE ADJOINING PUBLIC WAY, SAID LEWIS STREET, INCLUDED WITHIN THE ABOVE DESCRIBED PARCEL OF LAND.

EXCEPTING THEREFROM, ALL OIL, MINERALS, NATURAL GAS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN CONVEYED PARCEL OF LAND, AND THE RIGHTS THERETO, TOGETHER WITH CERTAIN OTHER CONDITIONS, AS EXCEPTED AND RESERVED IN SAID PARCEL 1.

EXHIBIT "B"

CONDITIONS OF APPROVAL

**Site Plan No. SP-028-2017 and
Tentative Tract Map No. TT-17927-2017**

12901 Lewis Street

CONDITIONS OF APPROVAL

General Conditions

1. The applicant and each owner of the property shall execute, and 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 within 30 days of this approval. All Conditions of Approval set forth herein shall be binding on and enforceable against each of the following, and whenever used herein, the term "applicant" shall mean and refer to each of the following: the project applicant, Shea Homes, the developer of the project, the current owner of the Property, Christ Catholic Cathedral Facilities Corporation, the future owner(s) and tenants(s) of the Property, and each of their respective successors and assigns. 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 by the Planning Commission. All Conditions of Approval herein shall apply to Site Plan No. SP-028-2017 and Tentative Tract Map No. TT-17927-2017.
2. Approval of Site Plan No. SP-028-2017 and Tentative Tract Map No. TT-17927-2017 shall be contingent upon City Council adoption of a Mitigated Negative Declaration and an associated Mitigation Monitoring and Reporting Program for the Project, a resolution approving General Plan Amendment No. GPA-001-2017, an ordinance approving Planned Unit Development No. PUD-006-2017, and an ordinance approving Development Agreement No. DA-006-2017, and Orange County Local Agency Formation Commission ("LAFCO") approval of the subject sphere of influence change and annexation, and shall not be construed to mean any waiver of applicable and appropriate zoning and other regulations; and wherein not otherwise specified, all requirements of the City of Garden Grove Municipal Code shall apply.
3. Minor modifications to the Site Plan and/or these Conditions of Approval may be approved by the Community and Economic Development Director, in his or her discretion. Proposed modifications, to the project and/or these Conditions of Approval, determined by the Community and Economic Development Director

not to be minor in nature shall be subject to approval of new and/or amended land use entitlements by the applicable City hearing body.

4. All lighting structures shall be placed so as to confine direct rays to the subject property. All exterior lights shall be reviewed and approved by the City's Planning Section. Lighting adjacent to residential properties shall be restricted to low decorative type wall-mounted lights, or a ground lighting system. Lighting shall be provided throughout all private drive aisles and entrances to the development per City standards for street lighting. Lighting in the common areas shall be directed, positioned, or shielded in such manner so as not to unreasonably illuminate the window area of nearby residences.
5. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community and Economic Development Department for review and approval prior to Building Division Plan Check. The project shall also be subject to the following:
 - a. All on-site and off-site utilities (off-site refers to the areas within public right-of-way to the center line of the streets adjacent to the subject property) within the perimeter of the site and to the centerline of the adjacent streets shall be installed or relocated underground. If the power poles, fronting Garden Grove Boulevard or Lewis Street, are determined by SCE (Southern California Edison) as high voltage transmission power poles, then there will be no need to underground or pay an in-lieu fee to the City.
 - b. Aboveground utility equipment (e.g., electrical, gas, telephone, cable TV) shall not be located in the street setbacks, within the common areas along Lewis Street or Garden Grove Boulevard, or any parking areas, and shall be screened to the satisfaction of the Community and Economic Development Department.
 - c. No roof-mounted mechanical equipment, including but not limited to dish antennas, shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community and Economic 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.
 - d. All ground- or wall-mounted mechanical equipment shall be screened from view from any place on or off the site.

Public Works Engineering Division

The following provisions of the Public Work's Engineering Division shall be complied with:

6. 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 and basement and septic facilities. Any soil or groundwater contamination shall be remediated prior to the issuance of a building permit in a manner meeting the approval of the City Engineer in concert with the Orange County Health Department. The report shall make recommendations for pavement design the interior streets and parking spaces. The report shall also test and analyze soil conditions for LID (Low Impact Development) principles and implementations, including potential infiltration alternatives, soil compaction, saturation, permeability and groundwater levels.
7. A separate street permit is required for work performed within the public right-of-way.
8. The applicant shall be subject to Traffic Mitigation Fees, In-Lieu Park Fees, Drainage Facilities Fees, Water Assessment Fees, and other applicable mitigation fees identified in Chapter 9.44 of the Garden Grove Municipal Code, along with all other applicable fees duly adopted by the City. The amounts of said fees shall be calculated based on the City's current fee schedule in effect at the time of permit issuance.
9. Separate grading and street improvement plans prepared by a registered Civil Engineer are required. The grading plan shall be based on a current survey of the site, including a boundary survey, topography on adjacent properties up to 30' outside the boundary, and designed to preclude cross-lot drainage. Minimum grades shall be 0.50% for concrete flow lines and 1.25% for asphalt. The grading plan shall also include water and sewer improvements. The grading plan shall include a coordinated utility plan. Street improvement plan shall conform to all format and design requirements of the City Standard Drawings and Specifications.
10. Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by the City Building Official, the applicant shall submit to the City for review and approval a Final Water Quality Management Plan (WQMP) that:
 - Addresses Site Design BMPs based upon the geotechnical report recommendations and findings such as infiltration minimizing impervious

areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or “zero discharge” areas, and conserving natural areas.

- Incorporates the applicable Routine Source Control BMPs as defined in the DAMP.
 - Incorporates structural and Treatment Control BMPs as defined in the DAMP.
 - Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs.
 - Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs.
 - Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
11. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
- Demonstrate that all structural best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications.
 - Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
 - Demonstrate that an adequate number of copies of the approved Project WQMP are available on site.
 - Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
 - Demonstrate that the applicant has agreed to and recorded an agreement or another legal instrument approved by the City Attorney that shall require the property owner, successors, tenants (if applicable), and assigns to fund, operate and maintain in perpetuity, the post-construction BMPs described in the Project WQMP and O&M Plan.
12. Prior to the issuance of a grading permit, the applicant shall provide a hydrological analysis with scaled map and calculations and hydraulic calculations to size drainage facilities per Orange County RDMD standards. Parkway culverts shall be designed per Orange County standard plan 1309,

Type B. BMP's shall be sized per the requirements of the latest Technical Guidance Documents.

13. Prior to issuance of a grading permit, the applicant shall design overhead street lighting within the development in a manner meeting the approval of the City Engineer. Location of lighting poles shall be shown on the grading plan.
14. Prior to the issuance of the street improvements and grading permit, provide subdivision completion bonds for all work constructed under the street improvements and grading permit in a manner satisfactory to the City Engineer, City Attorney, and City Finance Department (Risk Management). Alternate forms of security may be considered, solely in the discretion of the City Engineer and with the concurrence of the City Attorney and City Finance Department (Risk Management).
15. The applicant shall construct the driveway entrance to the development per City of Garden Grove Standard Plan B-120 with conforming ADA landing and pathways where public and private sidewalks intersect. All designs must conform to latest ADA standards.
16. Prior to recordation of a final tract map, the applicant shall make the following revision in a manner meeting the approval of the City Engineer:
 - Provide a 3-foot public utility easement at the back of all sidewalks on the site and across lot frontage behind the property line.
17. TIES TO HORIZONTAL CONTROL: Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
18. DIGITAL MAP SUBMISSION: Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital graphics file of said map in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
19. Prior to recordation of a final tract map, the applicant shall remove the four (4) power/communication poles that are fronting Garden Grove Boulevard and underground the utilities in a manner meeting the approval of the City Engineer. If the power poles fronting Garden Grove Boulevard are determined

by SCE (Southern California Edison) as high voltage transmission power poles, then there will be no need to underground or pay an in-lieu fee to the City.

20. Prior to the issuance of any grading or building permits for projects that will result in soil disturbance of one acre or more of land, the applicant shall demonstrate that coverage has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request.
21. Prior to recordation of a final tract map, the applicant shall remove the three (3) power/communication poles that are fronting Lewis Street and underground the utilities in a manner meeting the approval of the City Engineer. If the power poles fronting Lewis Street are determined by SCE (Southern California Edison) as high voltage transmission power poles, then there will be no need to underground or pay an in-lieu fee to the City.
22. The grading plan shall provide an accessibility route for the ADA pathway in conformance with the requirements of the department of justice standards, latest edition.
23. Orange County Storm Water Program manual requires all contractors to provide a dumpster on site during construction unless an Encroachment Permit is obtained for placement in street.
24. Any new or required block walls and/or retaining walls shall be shown on the grading plans. Cross sections shall show vertical and horizontal relations of improvements and property line. Block walls shall be designed in accordance to City standards or designed by a professional registered engineer.
25. All trash container areas shall meet the following requirement per City of Garden Grove Standard B-502:
 - Paved with an impervious surface, designed not to allow run-on from adjoining areas, designed to divert drainage from adjoining roofs and pavements diverted around the area, screened or walled to prevent off-site transport of trash.
 - Provide solid roof or awning to prevent direct precipitation.

- Connection of trash area drains to the municipal storm drain system is prohibited.
 - Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control.
 - See CASQA Storm Water Handbook Section 3.2.9 and BMP Fact Sheet SD-32 for additional information.
 - The trash shall be located to allow pick-up and maneuvering, including turnarounds, in the area of enclosures.
26. Grading fees shall be calculated based on the current fee schedule at the time of permit issuance.
27. The applicant shall remove the existing landscape within sidewalk area along Lewis Street and Garden Grove Boulevard and construct street frontage improvements as identified below. All landscaping installed within the public rights-of-way shall be maintained by the applicant in a manner meeting the approval of the City Engineer and Planning Department. A separate street improvement/stripping plan shall be prepared for Lewis Street and Garden Grove Boulevard and submitted to the engineering department for improvements within the City right of way.

Lewis Street

- Remove the existing northerly and southerly substandard driveway approaches and existing landscaping on Lewis Street and construct new curb, gutter, landscape and sidewalk per approved site plan.
- The new driveway approach to the site shall be constructed in accordance with City of Garden Grove Standard Plan B-120. Standard Plan B-120 calls for a minimum width of 30-feet for commercial and multi-residential projects, with any deviation from the standard to be approved by the City Traffic Engineer and detailed on the plan showing all modifications.
- Any further deviation from the approved non-standard entryway/guard gate to the site on Lewis Street shall be approved by the City Traffic Engineer.
- Construct the new sidewalk landings to the Residential Planned Unit Development in accordance with City Standard Plan B-107 with a curb radius of 25-foot in a manner meeting the approval of the City Traffic Engineer.

- Two new wheelchair ramps and landing shall be constructed per Caltrans Standard Plan A88A, Case A, Detail B (Typical One-Ramp Corner Installation).
- Construct 8-inch curb and gutter replacing the driveway approaches along the property frontage at 32' from centerline in accordance with City Standard Plan B-113 (Type C-8).
- Construct an 8-foot sidewalk adjacent to the street curb replacing the driveway approaches in accordance with City Standard Plan B-106.
- Remove and replace the pavement on Lewis Street from the edge of the Westerly gutter to the easterly edge of two way left turn lane stripe along the property frontage per City Standard Plan B-103 and the direction of the City Engineer.
- Applicant shall for apply for an encroachment permit from City of Orange prior to commencement of pavement operation on Lewis Street.
- Applicant to coordinate the location of all new water meters to be placed in sidewalk area on Lewis Street with Planning Department and Water Division.

Garden Grove Boulevard

- Remove the existing easterly and westerly substandard driveway approaches, parkway culverts and landscaping on Garden Grove Boulevard and construct new curb, gutter, landscape and sidewalk per approved site/landscape plan.
- Remove existing wheelchair ramp at the corner of Garden Grove Boulevard and Lewis Street and construct new wheelchair ramp per Caltrans Standard plan A88A, Case A, Detail B (Typical One-Ramp Corner Installation).
- Construct 8-inch curb and gutter replacing the driveway approaches and parkway culverts along the property frontage at 42' from centerline in accordance with City Standard Plan B-113 (Type C-8).
- Construct an 8-foot sidewalk adjacent to the street curb replacing the driveway approaches and parkway culverts along the property frontage in accordance with City Standard Plan B-106.
- The designated landscape planter box locations in the sidewalk area shall be landscaped per the direction of the City Planning Department.

- Prior to the issuance of certificate of use and occupancy, the applicant shall design the westernmost access on Garden Grove Boulevard to function as an emergency access in a manner meeting the approval of the City Engineer.
- Applicant to coordinate the location of all new water meters to be placed in sidewalk area on Garden Grove Boulevard with the Planning Division and Water Services Division.

Private Street

- Street Signs shall be installed in a manner meeting the approval of the City Traffic Engineer.
- The width of all private streets with rolled curb & gutter shall be measured from the flowline to flowline of the gutters per City standard B-116.

Garden Grove Fire Department

The following provisions of the Garden Grove Fire Department and the California Fire Code shall be met:

28. Fire sprinkler system is required throughout the entire project per the California Fire Code and adopted City standards (NFPA). NFPA 13D compliant system is required throughout with a density and configuration as required by that standard. Sprinkler systems shall meet further City water standards as determined by the fire and water departments (i.e., testable double check valves, fire flow water meters if required).
29. Smoke/CO alarm system shall be provided and interconnected; interconnectivity shall exist with fire sprinkler system also, as per NFPA 72.
30. Fire hydrants to be shown on submitted grading plan. Fire hydrants shall be provided on site, number of hydrants and locations are subject to Fire Department and Water Services Department approval. The fire hydrants shall be on a loop system approved by the Fire Department. Prior to any combustible material being delivered to the site, the fire hydrants shall be installed and fully operational and an all-weather road must be provided for fire truck access.
31. The final roadway layout and construction shall maintain a minimum width clearance of 20-feet and a minimum height clearance of 13'-6". All designated corners shall meet the Fire Department minimum turning radius. Applicant shall submit CAD drawing to the Fire Department for review showing fire

engine accessibility and meeting the Fire Department minimum turning radius. The roadway shall be constructed to support 75,000 pounds (CFC 07102.1). During grading plan preparation, the applicant shall work with the Garden Grove Fire Department in determining the exact location of on-site curb returns, curb locations, and any other related matters pertaining to Fire Truck access and turning maneuvers throughout the entire site. Upon completion of the project, the Homeowner's Association shall become fully responsible for replacing any damaged curbs and gutters throughout the development. All fire related matters/issues referenced on construction plans and documents, and during construction, shall be referenced as "per the Garden Grove Fire Department."

32. All access gates on the site shall be equipped with a Knox rapid entry keyed access system subject to the approval of the Garden Grove Fire Department. Automated gates shall have Knox override system, while manual gates shall have Knox padlocks.
33. All Fire related aspects of the proposed project shall comply with California Fire Codes and the California Building Codes 2010 Edition.
34. Where required, red curbing will be required in designated fire access lanes as directed by the Fire Department and such red curbing and any related Fire Lane signage shall be maintained at all times by the Homeowner's Association.

Building Services Division

35. All buildings shall be fire sprinklered.
36. Each garage shall be hooked up with a raceway for future installation of an electric vehicle charging station.
37. All residences (units) within the development shall be solar ready per Section 110.10 of the California Energy Code.
38. Sales office for the development shall be accessible and connected to accessible parking and public way with accessible route.
39. The buildings shall meet the requirements of the 2017 edition of the California Building and Residential Codes and the City of Garden Grove adopted ordinance.

Public Work's Water Services Division

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

40. The applicant shall install a new 8" looped water main system from the 12" main on Lewis and tie in to the 12" main on Garden Grove Blvd. The water mains, fire hydrants, and water services to be installed by the developer's contractor per City Standards and inspected by the Water Engineering Inspector. Water meters, boxes, and residential fire service connections shall be purchased and installed by the contractor after new water system (including water services) pass all bacteriological and pressure tests.
41. Water system within private streets shall be constructed per City Standards by the applicant and dedicated to the City. Bonding will be required.
42. Location and number of fire hydrants shall be as required by the Fire Department.
43. Fire hydrants shall be in place and activated prior to building footing being formed.
44. All water meters and services to be installed per City Standard B-719, with a residential fire sprinkler connection on the meter.
45. A composite water and sewer plan with an assigned W drawing number shall be submitted and reviewed by the Water Engineering section. The W number can be obtained from Water Engineering at 714-741-5346.
46. There shall be a minimum 15-foot clearance of building footings from the water main.
47. New utilities shall have a minimum 5-foot horizontal and a minimum 1-foot vertical clearance from water main and appurtenances.
48. There shall be a minimum clearance from sewer main and water main of 10 feet from outside of pipe to outside of pipe.
49. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for the landscape system. 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 installation is completed. Owner shall have RPPD device tested once a year thereafter by a certified backflow device tester and the test results to be

submitted to Public Works, Water Services Division. Property owner must open a water account upon installation of RPPD device.

50. It shall be the responsibility of owner/developer to abandon any existing private water well(s) per Orange County Health Department requirements. Abandonment(s) shall be inspected by Orange County Health Department inspector after permits have been obtained.
51. Any new or existing water valve can assemblies located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
52. City shall determine if existing water services(s) is/are usable and meets current City Standards. Any existing meter and service located within new driveway(s) shall be relocated at owner's expense.
53. No permanent structures, trees or deep-rooted plants shall be placed over sewer main or water main.
54. Developer shall install a new 8" private sewer main system and tie into the existing County Trunk Sewer. The City of Garden Grove shall act as permittee for County main tie in.
55. Where the new sewer main crosses over or under the existing water main, a joint of AWWA C-900, DR14, Class 305 PVC sewer pipe shall centered over or under the existing water main pipe as per City Standards B-762 or 763.
56. All on site sewer main, laterals, and cleanouts, shall be installed per the California Plumbing Code and inspected by the Building Services Division. All work done within the Garden Grove right-of-way shall be per Garden Grove Sanitary District and Orange County Sanitary Districts' Standards.
57. Contractor shall abandon any existing unused sewer lateral(s) at street right-of-way on the property owner's side. The sewer pipe shall be capped with an expansion sewer plug and encased in concrete.

Planning Services Division

58. The applicant shall submit a complete landscape plan governing the entire development. The plans shall be consistent with the plans submitted to the Planning Commission for review and approval, except as modified herein. The landscape irrigation plans shall include type, size, location and quantity of all

plant material. The landscape plan shall include irrigation plans and staking and planting specifications. All landscape irrigation shall comply with the City's Landscape Ordinance and associated Water Efficiency Guidelines. The landscape plan is also subject to the following:

- a. A complete, permanent, automatic remote control irrigation system shall be provided for all common area landscaping shown on the plan. The sprinklers shall be of low flow/precipitation sprinkler heads for water conservation.
- b. The plan shall provide a mixture of a minimum of ten percent (10%) of the trees at 48-inch box, ten percent (10%) of the trees at 36-inch box, fifteen percent (15%) of the trees at 24-inch box, and sixty percent (60%) of the trees at 15-gallon, the remaining five percent (5%) may be of any size. These trees shall be incorporated into the landscaped frontages of all streets. Where clinging vines are considered for covering walls, Boston Ivy shall be used.
- c. The applicant shall be responsible for installing and maintaining the common area landscaping until such time as the project nears complete sell-out and the Homeowner's Association takes over maintenance responsibility.
- d. Trees planted within ten feet (10') of any public right of way shall be planted in a root barrier shield. All landscaping along street frontages adjacent to driveways shall be of the low height variety to ensure safe sight clearance. The number of street trees to be planted along the Garden Grove Boulevard and Lewis Street frontages shall be incorporated into the front landscape setback, no street trees will be planted in the sidewalk. The street right-of-way plans may be modified to have the sidewalk adjacent to the curb, meeting City Standards, in order to minimize tree overhanging in the street.
- e. Enhanced landscape treatment shall be provided in the 10'-0" wide site perimeter setback between the block wall and the street frontage property lines. The enhanced landscaping within this area shall include trees, shrubs, vines, and flowering ground covers and turf in a hierarchical design order.
- f. The landscape treatment along the street frontages, including the area designated as public right-of-way, shall incorporate the landscape area between the sidewalk and the development wall with ground cover, shrubs and bushes, and trees that highlight the project's entrance as well as enhance the exterior appearance along Garden Grove Boulevard and Lewis Street. The plant material for the entrances shall be the type to inhibit

graffiti such as vines and dense growing shrubs and bushes, and shall be maintained.

- g. All landscape areas, in common areas are the responsibility of the Homeowner's Association and this includes the landscaped area within the Garden Grove Boulevard and Lewis Street road right-of-way, and in the 10'-0" wide site perimeter setback between the block wall and the street frontage property lines. Maintenance of this landscape area shall be included within the CC&R's for the project.
 - h. Final design and configuration of the enhanced treatment along Garden Grove Boulevard and Lewis Street shall be reviewed and approved by the Planning Division as part of the required landscape plans.
59. 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:
- a. Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).
 - b. Sunday and Federal Holidays may work same hours, but subject to noise restrictions as stipulated in section 8.47.010 of the Municipal Code.
60. The approval and effectiveness of Site Plan No. SP-028-2017 and Tentative Tract Map No. TT-17927-2017 shall be expressly contingent upon the adoption and effectiveness of a binding Development Agreement between the applicant and the City of Garden Grove.
61. The applicant shall prepare Covenants, Conditions, and Restrictions (CC&R's) for review and approval by the City Attorney's office and Community and Economic Development Department prior to the issuance of building permits. The approved CC&R's shall be recorded at the same time that the subdivision map is recorded and two copies (a hard copy and an electronic copy) of the recorded CC&R's shall be provided to the Planning Division. The CC&R's shall include the following stipulations and/or provisions:
- a. All units shall maintain the ability to park two cars within the garages at all times. Garages shall not be converted to any other use.
 - b. There shall be no business activities, day care, or garage sales conducted within or from the garages.
 - c. Parking spaces in the garages shall be made available to the occupants of the unit at all times.

- d. Residents shall not park or store vehicles anywhere on the site except within the designated parking spaces in the garages for their dwelling unit. However, the 53 unassigned open, on-street, guest parking spaces, located throughout the development, may be utilized by residents or guests for temporary parking. Any issues arising from the use, application, or restriction of such open parking spaces shall be at the resolve of the Homeowner's Association.
- e. All graffiti vandalism shall be abated within the premises. Best management practices shall be implemented to prevent and abate graffiti vandalism within the premises throughout the life of the project, including, but not limited to, timely removal of all graffiti, the use of graffiti resistant coatings and surfaces, the installation of vegetation screening of frequent graffiti sites, and the installation of signage, lighting, and/or security cameras, as necessary. Graffiti shall be removed/eliminated as soon as reasonably possible after it is discovered, but not later than 72 hours after discovery.
- f. Each residence shall be utilized as one (1) dwelling unit. No portion of any residence shall be utilized or rented as a separate dwelling unit.
- g. The CC&R's shall include provisions providing the owners or tenants a means of contacting persons responsible for site maintenance, repairs, trash pick-up, and other related matters for a development of this type. This shall also include scheduling of maintenance of such items as the recreation area, landscape area maintenance, etc. This also includes ensuring tree overhangs do not block or hinder any vehicles such as street sweepers, trash trucks, fire trucks, etc., from maneuvering around the cul-de-sac.
- h. Storage of boats, recreational vehicles, or commercial vehicles on the property is prohibited.
- i. The CC&R's shall include stipulations that maintenance of the private drive aisles, storm drain, sewer system, and open space areas within the interior of the development, the enhanced cellular tower element at the front of the development, and the landscape setback areas outside the development walls adjacent to Garden Grove Boulevard and Lewis Street is the responsibility of the Homeowner's Association, including the common landscaped areas.
- j. Each unit shall have a minimum of 200 cubic feet of storage space, which may be provided in the garage parking areas, and typical closet space within the unit shall not count toward this requirement.

- k. Each unit shall maintain a private open space area with minimum dimensions of 15 feet by 20 feet. This area shall be open and unobstructed from the ground to the sky.
- l. The Conditions of Approval for Planned Unit Development No. PUD-006-2017, Site Plan No. SP-028-2017, and Tentative Tract Map No. TT-17927-2017 shall be incorporated into the CC&Rs, and provisions corresponding to any applicable Conditions of Approval shall be included in the CC&Rs.
- m. The following provisions shall be included within the CC&R's (in substantially the same form as below or as otherwise approved by the City Attorney):
 - i. Compliance with Stormwater Quality Regulations: The Homeowner's Association shall implement, and fund implementation of, the Operation and Maintenance ("O&M") Plan for the Property, which was approved by the City as part of the Water Quality Management Plan ("WQMP") required for development of the Property, and shall operate and maintain the Best Management Practices ("BMPs") described in the O&M Plan for the Property, which includes:
 - a. Description of all post-construction BMPs (non-structural and structural),
 - b. Description of the Property owner's(s') responsibilities and required training of persons performing BMP implementation, operation and maintenance,
 - c. Implementation frequency and operating schedule,
 - d. Inspection/maintenance frequency and schedule,
 - e. Specific maintenance activities,
 - f. Required permits from resource agencies, if any,
 - g. Forms to be used in documenting implementation, operation and maintenance activities,
 - h. Recordkeeping requirements.

A copy of the approved O&M Plan is described in the current WQMP for the Project, as it may be amended from time to time according to its terms, which is on file with the City of Garden Grove Community and Economic Development Department, and is incorporated herein by this reference. The Committee shall maintain a copy of the current WQMP at a location on the Property.

The Property shall be, and the Homeowner's Association shall ensure, that the Property is used and maintained in full compliance with the provisions of the O&M Plan and Chapter 6.40 (Stormwater Quality) of the Garden Grove Municipal Code, as it may be amended. The City shall have the right to inspect the Property for the purpose of verifying

compliance with this provision. The City of Garden Grove shall be an intended third-party beneficiary to this provision. The City shall have the right and authority, but not the obligation, to enforce this provision by any legal or equitable means, or by any method available to the Property owners as provided elsewhere in the Declaration, against the Declarant, Homeowner's Association, Owners, their successors and assigns, or other persons in possession of the Property. This provision shall not be amended or terminated without the written approval of the City of Garden Grove Community and Economic Development Department.

- ii. Enforcement: The City is hereby made a party to this Declaration solely for purposes of enforcing its provisions and the Conditions of Approval of Planned Unit Development No. PUD-006-2017, Site Plan No. SP-028-2017, and Tentative Tract Map No. TT-17927-2017. The City, its agents, departments and employees shall have the unrestricted right and authority, but not the obligation, to enforce the provisions of this Declaration and the Conditions of Approval of Planned Unit Development No. PUD-006-2017, Site Plan No. SP-028-2017, and Tentative Tract Map No. TT-17927-2017. In the enforcement of this Declaration, the City shall not be limited to the procedures or processes described in this Declaration and may use any remedy provided under law or equity, including the City's Municipal Code. The City, its agents, departments and employees may further refuse to issue any building, electrical or plumbing permit that may be in violation of these Declarations or Planned Unit Development No. PUD-006-2017, Site Plan No. SP-028-2017, and Tentative Tract Map No. TT-17927-2017 approvals. However, the City shall not be liable for failing or refusing to enforce the provisions of these Declarations or the Conditions of Approval of Planned Unit Development No. PUD-006-2017, Site Plan No. SP-028-2017, and Tentative Tract Map No. TT-17927-2017. The alternative dispute resolution provisions set forth in Section / Article [SECTION] of this Declaration shall not apply to or legally bind the City.
- iii. Assessments: The City may levy special assessments against the properties in connection with its actions to enforce the conditions of this Declaration or Planned Unit Development No. PUD-006-2017, Site Plan No. SP-028-2017, and Tentative Tract Map No. TT-17927-2017 approvals, or to abate the violation thereof. The City shall have the same power as the Association to levy special assessments pursuant to the provisions of [SECTION] of this Declaration in the event that it incurs expenses in the enforcement of the conditions of these Declarations or Planned Unit Development No. PUD-006-2017, Site Plan No. SP-028-2017, and Tentative Tract Map No. TT-17927-2017 approvals. Notice of intention to make such assessment shall be mailed

by the City to the Owner of each affected [LOT/UNIT] affording the Owner thirty (30) days' notice to satisfy or reimburse the City's expenditure. In the event of the failure of any Owner of any affected [LOT/UNIT] to reimburse the City within thirty (30) days, notice of such assessment shall be mailed by the City to said Owner, and said assessment shall thereafter be due as a separate debt to the City within thirty (30) days following the mailing of such notice. Any such delinquent assessment may be and may become a lien upon the interest of the defaulting Owner in the Lot upon the execution by the City and the recording in the Orange County Recorder's office of a notice of delinquent assessment under the same conditions that the Association could record the same pursuant to the provisions of [SECTION]. The City may foreclose on such notice of delinquent assessment in the same manner and with the same power as the Association could foreclose on such notice pursuant to the provisions of [SECTION]. It is the intent of Declarant, which intent shall be binding upon all of Declarant's successors in interest in the Properties, that the City shall be deemed an interest holder pursuant to the provisions of these Declarations in order to enforce the rights which have been given to the City generally in these Declarations and specifically pursuant to this Section.

- iv. Attorney Fees: The City shall be entitled to recover its attorney's fees incurred in connection with its actions to enforce the conditions of these Declarations or Planned Unit Development No. PUD-006-2017, Site Plan No. SP-028-2017, and Tentative Tract Map No. TT-17927-2017 approvals, or to abate the violation thereof.
- v. Public Safety Access: The Police and Fire Department personnel may enter upon any part of the common area for the purpose of enforcing State and Local laws.
- vi. Modification/Termination: This Declaration shall not be terminated or substantially amended without the prior written approval of the City of Garden Grove Community and Economic Development Department.

62. The applicant shall comply with all provisions of the Community and Economic Development Department including, but not limited to, the following:

- a. The facades of the units shall be designed with sound attenuation features including the use of dual pane windows and limiting, when possible, the use of windows and vents. These features shall be approved by the Community and Economic Development Department prior to the issuance of building permits.

- b. Prior to the finalization of working drawings for Planning Division, Engineering Division, and Building Division Plan Check, the applicant shall submit to the Community and Economic Development Department detailed and dimensioned plot plans, floor plans, exterior elevations, and landscape plans which reflect the above Conditions of Approval. The plans shall indicate cross-sections of all streets within the development, landscape materials, wall materials, and building materials proposed for the project. Each unit shall have phone jacks and cable-TV outlets in all rooms, except the laundry area, hallways, and bathrooms. Mechanical equipment, including air conditioning units, Jacuzzi spa equipment, sump pump, etc., shall not be located closer than 5-feet of any side or rear property line and shall not be located in the front landscape setback. Air conditioning units may be placed adjacent to or in front of the dwelling units provided the location does not obstruct, impede, or hinder any vehicle traffic or pedestrian access to any unit.
 - c. Should the applicant elect to build the project in more than one phase, then a phasing plan shall be submitted to the Community and Economic Development Department prior to releasing units for model purposes. The phasing plan shall include, but not be limited to, a site plan showing the phasing areas, protection of finished units, and protection for related safety issues concerning pedestrians and non-construction vehicles. The perimeter improvements including landscaping, walls, street improvements, and underground utilities, shall be completed in the first phase. The phasing plan shall be approved by the Community and Economic Development, Fire, and Public Works Departments prior to issuance of building permits.
63. Any new or required block walls and/or retaining wall(s) shall be shown on the grading plans. Block walls shall be developed to City Standards or designed by a Registered Engineer and shall be measured from on-site finished grade. The applicant shall provide the following:
- a. Decorative masonry walls are required along the north, south, east, and west property lines and shall be constructed to a minimum height of 6'-0", as measured from highest point of finished grade. These walls shall use decorative masonry or stucco block with decorative caps, subject to the Community and Economic Development Department's approval. A minimum 6'-0" high decorative block wall, set back a minimum of 10'-0" from the Garden Grove Boulevard and Lewis Street property lines shall be installed, behind the homes that back up to Garden Grove Boulevard and Lewis Street, and include split-face or stucco block with pilasters and decorative caps.

- b. The applicant shall work with the existing property owners along the project perimeter in designing and constructing the required perimeter block walls. This requirement is to avoid having double walls and minimize any impact that it might cause to the existing landscaping on the neighbor's side as much as possible. The perimeter block wall shall be constructed and situated entirely within the subject property. In the event that the applicant cannot obtain approval from the property owners, the applicant shall construct the new wall with a decorative cap to be placed between the new and existing walls. In the event the location of a new wall adjacent to an existing wall or fence has the potential to affect the landscape planter, then the applicant shall work with City Staff to address this situation. The Community and Economic Development Director shall be authorized to approve minor alterations the size and/or location of the landscape planter to accommodate the placement of such wall.
64. Construction activities shall adhere to SCAQMD Rule 403 (Fugitive Dust) that includes dust minimization measures, the use of electricity from power poles rather than diesel or gasoline powered generators, and the use methanol, natural gas, propane or butane vehicles instead of gasoline or diesel powered equipment, where feasible. Also, the use of solar or low-emission water heaters, and use of low-sodium parking lot lights, and to ensure compliance with Title 24.
65. The common recreation area improvements shall be reviewed and approved by the Community and Economic Development Department, Planning Division prior to issuance of building permits. The common recreation area shall be completed at the time that the applicant completes no more than 50 percent of the units (35 units). The improvements within the main open space shall include a children's playground (tot lot), open turf area, two (2) covered barbecue dining areas, a shade structure with built-in bench seating, a hedge screen around the area, and related equipment and improvements.
66. Building color and material samples shall be submitted to the Planning Division for review and approval prior to issuance of building permits. The buildings shall include multi-toned stuccoed exteriors, window and door trim, decorative paneled front doors, multi-paned windows, window boxes, shutters, paneled roll-up garage doors, decorative entry, and varied roof lines with tile roofing material. All side and rear elevations that face a street or a common usable open space area shall maintain the same, or enhanced, level of detail as the fronts of the homes, including but not limited to, window trims, multi-paned windows, and shutters.
67. The entry and exit-only drive, off Lewis Street, located along the easterly property line, shall have enhanced concrete treatment subject to the Community and Economic Development Department's approval.

68. All recreation areas, landscaping along the interior project street and entryway, landscaped areas outside the perimeter block wall, landscaping within the public right-of-ways, shall be maintained for the life of the project and such maintenance provisions shall be included in the CC&R's.
69. Decorative mailboxes shall be provided that include elements that are complimentary to the architectural style of the buildings. All on-site lighting shall be decorative. Final design of the mailboxes and street lighting shall be reviewed and approved by the Planning Division prior to the issuance of building permits.
70. The applicant shall, as a condition of Project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, or proceeding against the City, its officers, agents, employees and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body, or City staff action concerning the proposed sphere of influence amendments and detachment/annexation, General Plan Amendment No. GPA-001-2017, Planned Unit Development No. PUD-006-2017, Tentative Tract Map No. TT-17927-2017, Site Plan No. SP-028-2017, or Development Agreement No. DA-006-2017 (collectively, the "Project entitlements"), and/or the adopted Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program for the Project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation related expenses, and shall reimburse the City for court costs, which the City may be required to pay as a result of such defense. The applicant shall defend the City with legal counsel mutually selected by the applicant and the office of the City Attorney and shall further pay any adverse financial award, which may issue against the City, including but not limited to any award of attorney fees to a party challenging such project approval.
71. The Conditions of Approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these Conditions of Approval constitute written notice of the amount of such fees. To the extent applicable, the applicant is hereby notified that the 90-day protest period, commencing from the effective date of approval of Tentative Tract Map No. TT-17927-2017 and Site Plan No. SP-028-2017, has begun.