

GROVE DISTRICT

SIGN REPLACEMENT GRANT AGREEMENT

12541 – 12571 South Harbor Blvd. Garden Grove, California

This Sign Replacement Grant Agreement (“Agreement”) is entered into as of May 2, 2017 (“Effective Date”), by and between the City of Garden Grove as Successor to the Garden Grove Agency for Community Development (“Successor Agency”) and Emilia Fiorentin Memorial Trust (“Owner”) to remove and replace the signs located at 12541 & 12571 South Harbor Blvd., in the City of Garden Grove, California (the “Property”).

RECITALS

- A. Pursuant to Section 9.20.045 of the Garden Grove Municipal Code, the City of Garden Grove adopted design standards for signs on properties located within the Grove District Resort Area (“Design Standards”). The Property is located within the Grove District Resort Area.
- B. The existing sign(s) on the Property, depicted on the attached Exhibit “A” (the “Sign”), is/are not consistent with the Design Standards and is thus, non-conforming.
- C. The Garden Grove Agency for Community Development (“Redevelopment Agency”) instituted a program to provide funding for property owners in the Grove District Resort Area to remove non-conforming signs with signs conforming to the Design Standards (“Grant Program”).
- C. In 2011, the State Legislature added Parts 1.8 and 1.85 of Division 24 of the California Redevelopment Law (“2011 Redevelopment Legislation”), which provide for the statewide dissolution of all redevelopment agencies, and provides that a successor agency will administer the enforceable obligations of the redevelopment agencies and otherwise wind up their affairs, all subject to the review and approval of an oversight board and the California Department of Finance. The Successor Agency is the successor to the Redevelopment Agency.
- D. Pursuant to Part 1.85 of the 2011 Redevelopment Legislation, the Successor Agency is required and authorized to administer the enforceable obligations of the Redevelopment Agency.
- E. The oversight board for the Successor Agency and the California Department of Finance have approved the Grant Program as an enforceable obligation.
- F. This Agreement is entered into by the parties pursuant to the Grant Program to facilitate the Sign's removal and to install a replacement sign which meets the Design Standards (“Replacement Sign”).

AGREEMENT

1. Sign Replacement Grant

The Successor Agency will reimburse Owner the cost of removing the Sign and replacing it with the Replacement Sign pursuant to the following conditions:

- 1.1. **First Come-First Served.** The Program is offered to property owners in the Grove District Resort Area to remove and replace Signs that do not conform with the Design Standards on a “first come, first served” basis until Grant Program funding is depleted.
- 1.2. **Leased Premises.** The Grant Program will assist tenants provided that the lease for the Property has a remaining term of at least one year, and provided that the landlord consents in writing to the replacement of the Sign with the Replacement Sign.
- 1.3. **New Signage.** The Program will not assist in constructing new signage as it is a sign-replacement program. However, a sign will be considered a qualified Replacement Sign if the applicant can show that the sign is being constructed at the location of a previously removed Sign that was in existence on or before February 1, 2012.
- 1.4. **Maximum Grant.** The Grant Program will assist in removing only one Sign per property, provided that properties with multiple tenants with the right under the Garden Grove Zoning Code to have multiple monument signs, may be assisted in removing the total amount of monument signs allowed for the property. The total amount of the grant shall not exceed fifty thousand dollars (\$50,000.00) per sign.

2. Approval Process

- 2.1 Upon the full execution of this Agreement, Owner will provide the Economic and Community Development Director or her designee a work schedule containing the following milestones:
 - 2.1.1 **Submission of Replacement Sign design.** Successor Agency staff will review the proposed Replacement Sign design and will approve it within 14 calendar days if it substantially conforms to Section 9.20.045 of the Garden Grove Municipal Code.
 - 2.1.2 **Submission of bids.** Successor Agency staff will review three bids or estimates from qualified sign contractors for the demolition of the Sign(s) and installation of the Replacement Sign(s) within 14 calendar days and will approve the Grant amount based on the lowest bid presented. The Prevailing Wage Law applies to the construction work.

2.1.3 Application for Demolition and Building Permits.

2.1.4 Completion of Construction within 60 calendar days after issuance of Building Permits.

3. Owner's Representation as Condition Precedent to Performance of the Work

Owner represents that it owns the Sign(s) and explicitly represents that it has the authority to remove and replace the Sign(s) as provided for in this Agreement.

4. Payment Process

4.1 The Successor Agency will release 50% of the Grant amount upon execution by the Owner of the contract for demolition and replacement of the sign(s).

4.2 The Successor Agency will release 25% of the Grant amount upon completion of the Sign's demolition.

4.3 The Successor Agency will release the remaining 25% of the Grant amount upon completion of the Replacement Sign's construction, as evidenced by approval of the final inspection by the Garden Grove Building Official.

5. Indemnity, Release and Waiver

5.1 The Grant Program or disbursement of funds contemplated by this Agreement is solely for the Owner's benefit. The Successor Agency assumes no responsibility or liability to Owner, its contractor or any other party, in connection herewith. The Successor Agency in no way guarantees any of the work to be completed or materials to be supplied for the work contemplated in connection herewith. Owner and its contractors, agents, officers, representatives and employees agree to hold the Successor Agency and the City of Garden Grove and their employees, agents, officers, representatives, contractors, attorneys and assigns harmless and to indemnify them from and against all claims which may arise or be brought against them associated with the Grant Program, the administration of the proceeds therefrom or the activities conducted pursuant thereto.

5.2 Owner, on behalf of itself and its successors and assigns, knowingly and voluntarily waives and expressly releases and discharges the Successor Agency, the City of Garden Grove, and any and all of their employees, agents, officers, representatives, contractors, attorneys, and assigns, from any and all claims, demands, liabilities and obligations, both known and unknown, relating to the Grant Program and performance of the work required under this Agreement, whether in law or equity, which Owner may have against the Successor Agency or the City arising out of the Grant Program.

Owner further knowingly, voluntarily and intentionally waives Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

6. Miscellaneous Provisions

- 6.1 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of Owner and Successor Agency and their respective heirs, personal representatives, successors and assigns.
- 6.2 Notices.** Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by notice. Any notice given under this paragraph, whether personally or by mail shall be deemed received only upon actual receipt by the intended party. Either party may, in writing, change the address at which notices shall be received.

To Owner: Fiorentin Memorial Trust
Attn: Dolores Griffith, Co-Trustee
c/o Investors Property Services
Attn: Patricia Sheehan, Agent for Owner
26020 Acero, Suite 200
Mission Viejo, CA 92691
E-Mail: pat.sheehan@investorshq.com

To Successor Agency: City of Garden Grove
11222 Acacia Avenue
Garden Grove, CA 92840
E-mail:
Attention: [Name and Title]

- 6.3 Advice of Legal Counsel.** The parties represent that each has not provided legal advice to the other in connection with this Agreement and that each represents and warrants that it has had the full and fair opportunity to seek the advice of independent legal counsel prior to entering into this Agreement.
- 6.4 Jurisdiction and Venue.** This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. To the extent permitted by law, the parties consent to the jurisdiction of the California courts with venue in Orange County.

- 6.5 Titles and Captions.** Titles and captions are for convenience only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms.
- 6.6 Modifications.** Any alteration, change, modification or amendment of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed by both parties.
- 6.7 Time of Essence.** Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.
- 6.8 Cooperation.** Each party agrees to cooperate with the other in fulfilling the conditions of this Agreement and, in that regard, to perform all obligations hereunder and to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purpose and intent of this Agreement.
- 6.9 Construction of Agreement.** The parties agree that this Agreement is to be construed and interpreted without regard to the identity of the party which drafted in whole or part, this Agreement.
- 6.10 Counterparts.** This Agreement may be signed in counterparts which, when signed by the parties, shall constitute a binding agreement.
- 6.11 Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
- 6.12 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede any and all other agreements with respect to the subject matter herein, whether orally or in writing.
- 6.13 Authority.** Each signatory to this Agreement warrants that they are executing it with the full authority to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Successor Agency and Owner execute this Agreement to be effective as of the date first above written.

Dated: May 2, 2017

"Owner"

Emilia Fiorentin Memorial Trust

By: Dolores Griffith
Dolores Griffith

Title: Co-Trustee

By: _____

Title: _____

Dated: _____, 2017

"Successor Agency"

City of Garden Grove as Successor Agency
to the Garden Grove Agency for Community
Development

By: _____
Executive Director

APPROVED AS TO FORM:

By: _____
General Counsel