

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF SANTA ANA  
AND  
CITY OF GARDEN GROVE**

WHEREAS, the City of Garden Grove (Garden Grove) owns the Willowick Golf Course property (“Property”), which is comprised of approximately 101.5 acres located at 3017 W 5th Street, within the jurisdictional boundaries of the City of Santa Ana (Santa Ana); and

WHEREAS, Garden Grove and Santa Ana wish to jointly explore and evaluate the potential for the redevelopment of the Property.

NOW, THEREFORE, it is agreed, by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California and the City of Garden Grove, a municipal corporation duly organized and existing under the Constitution and laws of the State of California as follows:

1. Santa Ana and Garden Grove agree to explore the potential for redevelopment of the Property.
2. This Memorandum of Understanding may be amended by mutual agreement between the parties or may be terminated by mutual agreement. Signatories may terminate individual participation for any reason or no reason upon a 30-day written notice.
3. The undersigned parties further agree and acknowledge that this Memorandum of Understanding constitutes only a mutual statement of interest to be used solely for discussion purposes. It does not create any contractual rights or impose any contractual obligations whatsoever, unless and until a further agreement is executed, if ever. The undersigned parties each agree that approval and acknowledgement of the non-binding, voluntary Memorandum of Understanding shall not impose upon each other any duty whatsoever to continue negotiations in good faith or otherwise, and that each party shall continue to have the absolute right to propose different terms or to unilaterally terminate negotiations altogether. No understanding party shall have any expectations that any subsequent agreement will be executed, nor that any entitlements or permits will be granted.
4. The parties agree to schedule a joint meeting of City Staff, or study session of their legislative bodies, to discuss the next steps to be taken by the parties to implement this MOU.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, THIS MEMORANDUM OF UNDERSTANDING has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2017 and shall remain in effect for a period of \_\_\_\_ years, unless this Memorandum of Understanding is extended by a further writing executed by the undersigned parties.

RECOMMENDED FOR APPROVAL

CITY OF GARDEN GROVE

By:

\_\_\_\_\_  
Robert C. Cortez  
Deputy City Manager  
City Manager's Office

By:

\_\_\_\_\_  
Steven R. Jones  
Mayor

*Attest:*

CITY OF SANTA ANA

By:

\_\_\_\_\_  
Miguel A. Pulido  
Mayor

By:

\_\_\_\_\_  
Teresa Pomeroy  
City Clerk

APPROVED AS TO FORM

By:

\_\_\_\_\_  
Cynthia J. Kurtz  
Interim City Manager

By:

\_\_\_\_\_  
Omar Sandoval  
City Attorney

APPROVED AS TO FORM:

Sonia R. Carvalho  
City Attorney

By:

\_\_\_\_\_  
Ryan O. Hodge  
Assistant City Attorney

*Attest:*

By:

\_\_\_\_\_  
Maria D. Huizar  
City Clerk