

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-008-2017

SP-043-2017 and TT-17455

(Investel Garden Resorts, LLC)

THIS DEVELOPMENT AGREEMENT ("Agreement" or "Development Agreement") is made this ____ day of _____, ____ ("Effective Date"), by the CITY OF GARDEN GROVE, a municipal corporation ("CITY") on the one hand, and INVESTEL GARDEN RESORTS, LLC, a Delaware limited liability company ("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 hotel resort development project (the "PROJECT") on that certain real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "PROPERTY"). DEVELOPER is assignee of the "Developer" pursuant to, and has acquired, or will acquire, such PROPERTY in accordance with, that certain Grove District Resort Hotel Development Agreement dated as of April 9, 2013, by and between CITY and Land & Design,

Inc., as subsequently amended (the "DDA"). All Capitalized terms not defined in this Development Agreement, shall have the meaning ascribed to them in the DDA.

- B. On November 13, 2012, the Garden Grove City Council adopted Resolution No. 9153-12 adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program ("MND") for the PROJECT pursuant to the California Environmental Quality Act, California Public Resources Code section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Sections 15000 et seq.
- C. On November 13, 2012, the Garden Grove City Council adopted Resolution No. 9154-12 approving General Plan Amendment No. GPA-2-12(B) (the "General Plan Amendment"), which changed the General Plan land use designation of a portion of the PROPERTY to International West Mixed Use.
- D. On November 27, 2012, the Garden Grove City Council adopted Ordinance No. 2824 approving Planned Unit Development No. PUD-128-12 (the "PUD"), which established planned unit development zoning on the PROPERTY to facilitate the development and operation of the PROJECT. The provisions and development standards of the PUD are set forth in Resolution No. 5779-12, adopted by the Garden Grove Planning Commission on October 4, 2012, and include specified Performance Standards with which DEVELOPER must comply in the development of all aspects of the PROJECT. A copy of the PUD Performance Standards are attached hereto as Exhibit "B" and incorporated herein by reference.
- E. In order to implement the PROJECT and certain modifications to site plan, at DEVELOPER's request, on November 2, 2017, the Garden Grove Planning Commission adopted (i) Resolution No. 5904-17 adopting a Subsequent Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the PROJECT, and (ii) Resolution No. 5899-17 approving Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455, subject to certain specified conditions of approval (the "Conditions of Approval"). The Conditions of Approval are attached hereto as Exhibit "C" and incorporated herein by reference.
- F. 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").
- G. The PROJECT is a development requiring certain discretionary approvals by the CITY before it may be constructed.

- H. The Development Agreement Statute provides the authority for CITY to enter into binding development agreements with a person having a legal or equitable interest in real property.
- I. DEVELOPER has an equitable interest in the PROPERTY.
- J. 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 of Term. Subject to Sections 12, 13, and 28 of this Development Agreement, the initial term of this Development Agreement and Land Use Entitlements described in Section 2 shall commence on the Effective Date and shall terminate and expire five (5) years from the Effective Date (the "Initial Term"), subject to earlier termination under the provisions set forth herein, and subject to extension under the provisions set forth herein. The initial term of this Development Agreement and Land Use Entitlements shall be automatically extended for up to five (5) additional one (1) year terms (each an "Extension Term") if, prior to expiration of the Initial Term, DEVELOPER (a) provides written notice to CITY that it wishes to extend the term one (1) additional year, and (2) pays CITY a fee in the amount of Twenty Thousand Dollars (\$20,000). If not already terminated by reason of any other provision in this Agreement, or for any other reason, this Development Agreement and all Land Use Entitlements shall automatically terminate and be of no further force and effect upon expiration of the term, regardless of whether the Project has been completed, and DEVELOPER's right to proceed with or complete development of the PROJECT and the use of the PROPERTY pursuant to this Development Agreement shall also automatically terminate and be of no further force and effect.
2. Permitted Uses/Land Use Entitlements. The following uses are permitted on the PROPERTY: a hotel resort consisting of an aggregate total of a maximum of 769 rooms within up to three (3) hotels, approximately 39,867 square feet of conference/meeting banquet space, an aggregate total of approximately 36,885 square feet of restaurant/bar/retail/entertainment space, approximately 24,014 square feet of hotel restaurant space, approximately 26,090 square feet of additional hotel ancillary uses (i.e., fitness centers, pools, gyms, spas, salons, hotel shops, and kids' clubs), and a parking structure containing approximately 1,297 parking spaces. The PROJECT is subject to the Planned Unit Development provisions and development

standards of the PUD zoning that have been approved through the PUD process, including the PUD Performance Standards and the Conditions of Approval. As of the Effective Date, the PROJECT has been granted the following land use entitlements: Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455 (collectively, the "Land Use Entitlements"). Site Plan No. SP-043-2017 allows for construction of the hotels and ancillary amenities, restaurant, retail, and entertainment venues, multi-level parking structure, and related public and private improvements making up the PROJECT, and Tentative and Tract Map No. TT-17455 allows the reconfiguration and consolidation of the existing parcels on the PROPERTY into two lots to facilitate development and condominiumization of the PROJECT. If Site Plan No. SP-043-2017 or Tentative Tract Map No. TT-17455 are amended from time to time, "Land Use Entitlements" shall include such matters as amended. If this Development Agreement is required by law to be amended in order for "Land Use Entitlements" to include such amendments, "Land Use Entitlements" shall not include such amendments unless and until this Development Agreement is amended.

3. Density/Intensity. The density or intensity of the PROJECT is as follows: a hotel facility consisting of an aggregate total of a maximum of 769 rooms within up to three (3) hotels, approximately 39,867 square feet of conference/meeting banquet space, approximately 36,885 square feet of restaurant/bar/retail/entertainment space, approximately 24,014 square feet of hotel restaurant/bar space, and approximately 26,090 square feet of additional hotel ancillary uses (i.e., fitness centers, pools, gyms, spas, salons, hotel shops, and kids' clubs), and a parking structure containing approximately 1,297 above- and below-ground parking spaces.
4. Maximum Height and Building Size. The maximum height and building sizes applicable to the PROJECT are as approved by Site Plan No. SP-043-2017 and are generally as follows: The maximum height of the Hotel "A" tower shall be 240 feet; the maximum height of the portion of Hotel A containing above-ground parking, restaurant and retail space, and pools shall be 75 to 85 feet; the maximum height of Hotel "B" shall be 200 feet; the maximum height of Hotel "C" shall be 130 feet (east side) to 158 feet (west side); and the maximum height of the restaurant building parallel to Harbor Boulevard shall be 38 feet.
5. Reservation or Dedication. The reservation of easements or dedication of property to the CITY to allow the construction of the proposed development shall be as shown on and/or conditioned in the approved Land Use Entitlements.
6. Developer Improvements. DEVELOPER and CITY contemplate a phased construction of the Developer Improvements, which will be pursuant to the Developer's schedule and the DDA. The Developer Improvements, as defined

by the DDA, and as described in Planning Commission Resolution No. 5899-17, shall be, in any such phase, constructed prior to the occupancy of the proposed development or the issuance of any certificate of occupancy for any portion of the development, all in accordance with the terms and conditions of Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455.

7. Scope of PROJECT. The Scope of the PROJECT is as specified in the DDA and the Land Use Entitlements. Subject to the foregoing, the PROJECT generally includes the construction of a hotel resort project consisting of an aggregate total of a maximum of 769 rooms and approximately 26,090 square feet of additional hotel ancillary uses (i.e., fitness centers, pools, gyms, spas, salons, hotel shops, and kids' clubs) within up to three (3) hotels, an aggregate total of approximately 39,867 square feet of conference/meeting banquet space, approximately 36,885 square feet of restaurant/retail/entertainment space, a and approximately 24,014 square feet of hotel restaurant space, a parking structure containing approximately 1,297 above- and below-ground parking spaces, and the reconfiguration and consolidation of the existing parcels on the PROPERTY into two lots, along with related public and private improvements.
8. Resolution/Material Terms. All PUD Performance Standards and Conditions of Approval are material terms of this Development Agreement and breach of any such performance standard or condition of approval shall be deemed to be a breach of this Development Agreement, subject to the right to cure non-compliance as set forth in Section 4 of Exhibit "D" hereto.
9. Development Fees and Development Agreement Payment. As material consideration for City's entering into this Development Agreement, DEVELOPER agrees to make the payments described in this Section 9.
 - 9.1 Development Fees. DEVELOPER shall be responsible for paying, at the time they become due, all development fees for construction of the PROJECT required by the CITY or other agencies with jurisdiction pursuant to applicable law or regulations, the PUD Performance Standards, the Conditions of Approval, and/or this Development Agreement (collectively, "Development Fees"). Development Fees for the PROJECT include (i) non-CITY controlled fees and charges levied by any other public agency, utility, district, or joint powers authority, regardless of whether City collects those fees and charges, including, without limitation, Orange County Sanitation District ("OCSD") and Garden Grove Unified School District ("GGUSD") fees (collectively, "Other Agency Development Fees"); and (ii) "City Development Fees." "City Development Fees" include (a) CITY's normal administrative fees imposed to recover City's costs associated with processing, reviewing, and inspecting project applications, plans, and specifications, including, without limitation, engineering fees, grading and building permit fees, fire services fees, building permit/plan review fees, and electrical,

mechanical and plumbing permit fees (collectively, "Administrative Fees"); and (b) all development impact fees charged by CITY for the purpose of defraying all or a portion of the cost of public facilities and programs related to development of the PROJECT ("Development Impact Fees"), which include, without limitation, art in public places fees, general plan and cultural arts fees, parkway tree fees, commercial driveway fees, water assessment fees, drainage facility fees, and traffic impact mitigation fees for the PROJECT. City Development Fees are currently estimated to total approximately Three Million Three Hundred Ten Thousand Five Hundred Fifty Eight Dollars (\$3,310,558). Exhibit "E" attached hereto illustrates how this estimate was derived. The fees and estimates set forth in Exhibit "E" are intended solely for reference only and to assist the parties in implementing this Agreement and are subject to change or correction and not intended to bind the parties. The type and amount of all Development Impact Fees paid during the Initial Term shall be based on the laws, regulations, and fee schedules in effect as of the Effective Date, without regard to the estimate herein. The type and amount of all Development Impact Fees paid during an Extension Term and all other Development Fees shall be based on the laws, regulations, and fee schedules in effect as of the dates such fees become due, without regard to the estimate herein, unless otherwise specified in a written agreement with CITY or other agencies with jurisdiction.

9.2 Development Agreement Payment. DEVELOPER shall pay a negotiated Development Agreement Payment to the CITY in an amount calculated to equal the positive difference between (1) the final actual total of the City Development Fees paid; and (2) Four Million One Hundred Sixty Three Thousand One Hundred Twenty Nine Dollars (\$4,163,129). For example, if the current estimates of the City Development Fees are accurate, the Development Agreement Payment will be \$852,571. If the final actual amount of City Development Fees paid *is less than* the current estimate, then the amount of the Development Agreement Payment will exceed \$852,571. If the final actual amount of City Development Fees paid *is more than* the current estimate, then the amount of the Development Agreement Payment will be less than \$852,571. If the final actual amount of City Development Fees paid exceeds the current estimate by more than \$852,571, then the amount of the Development Agreement Payment will zero.

10. City Agreement. CITY agrees that the sums to be paid to the CITY, pursuant to Paragraph 9.2, will reimburse CITY for the cost of certain CITY services, equipment, and public infrastructure required by the PROJECT that are not otherwise being reimbursed to CITY, including, but not limited to, additional costs for fire, police, and public works services and equipment and construction of public infrastructure.

11. Development Agreement Payment Due Dates. The Development Agreement Payment set forth in Section 9.2 shall be due and payable prior to the issuance of the first certificate of occupancy for the PROJECT. In the event that not all anticipated City Development Fees have been paid at the time of such payment because development of any portion of the PROJECT has not yet been undertaken or completed, CITY shall hold an amount equal to the reasonably estimated additional sum of City Development Fees applicable to the remaining portion of the PROJECT in trust until such time as the remaining City Development Fees become payable. In the event it is determined that DEVELOPER has overpaid the Development Agreement Payment after all City Development Fees have been paid, CITY shall reimburse DEVELOPER the amount of such overpayment within ninety (90) days of written notice from DEVELOPER to CITY.

12. Termination Provisions.

A. This Agreement shall automatically terminate and be of no further force and effect upon the occurrence of any of the following events:

(i) Expiration of the term pursuant to Section 1;

(ii) If the parties mutually agree in writing to terminate this Agreement;

(iii) Entry after all appeals have been exhausted of a final judgment or issuance of a final order from a court of competent jurisdiction directed to CITY invalidating this Agreement;

(iv) The DDA is terminated in accordance with its terms; or

(v) Title to the PROPERTY re-vests in the CITY pursuant to the terms of the DDA.

B. Except for automatic termination pursuant to Section 12.A., above, this Agreement may only be terminated (i) through the periodic review process referred to in Section 13 herein, in accordance with the process and procedures set forth in Exhibit "D", or (ii) upon material breach of the Agreement by DEVELOPER, in which case the process and procedures set forth in Exhibit "D" shall be utilized without regard to the timing of the periodic review.

C. Termination of this Agreement pursuant to Sections 12.A. or 12.B shall not excuse DEVELOPER from (i) its indemnification and defense obligations set forth in Section 24 herein, (ii) the payment of any fees or payments required pursuant to Section 9 that have come due but remain unpaid as of the date of termination, or (iii) the payment of any legally recoverable damages incurred by CITY as a result of

DEVELOPER's breach of the Agreement prior to its termination, which obligation shall expressly survive termination of this Agreement.

13. Periodic Review. For so long as this Development Agreement remains in effect, CITY shall review DEVELOPER'S performance under this Development Agreement at least once every twelve (12) months from the Effective Date pursuant to the process described in Exhibit "D". This review shall be conducted by the CITY's Director of Community and Economic Development. DEVELOPER shall demonstrate good faith compliance with the terms of this Development Agreement. If as a result of the review, CITY finds and determines, based upon substantial evidence, that DEVELOPER has not complied in good faith with terms or conditions of this Development Agreement, CITY may terminate this Development Agreement in accordance with the process and procedures set forth in Exhibit "D".

14. City Discretion. So long as the Agreement remains in effect, DEVELOPER shall have the full vested right to construct and complete development of the PROJECT consistent with the PUD and the Land Use Entitlements. Otherwise, CITY retains its right and discretion, under all applicable laws and 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 Agreement does not relieve DEVELOPER of the necessity of filing applications for and obtaining any such permits. This Development Agreement shall not prevent CITY from applying new rules, regulations and policies contained in codes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, and also adopted by the CITY, if applicable (Uniform Codes") as long as adoption of the Uniform Codes applies to all development in the CITY. This Development Agreement also shall not prevent CITY from adopting new rules, regulations and policies, including amendments or modifications to Uniform Codes, which directly result from findings by CITY that failure to adopt such rules, regulations or policies would result in a condition injurious or detrimental to the public health and safety, as long as adoption of such rules, regulations or policies apply to all development in the CITY.

15. Improvement Schedule. The following improvements shall be constructed by the stated dates:
 - A. The private PROJECT improvements on the PROPERTY shall be constructed by the dates set forth in the DDA Schedule of Performance, as it may be amended from time to time by the parties.
 - B. All repairs and improvements to the public right-of-way described in the PUD Performance Standards and the Conditions of Approval 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 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.
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:
Investel Garden Resorts, LLC
11999 Harbor Boulevard #1711
Garden Grove, CA 92840
Attn: Danny Wei
 - B. Address of CITY is as follows:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: City Manager
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. 5899-17, 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. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the PROPERTY: (i) is for the benefit of and is a burden upon every portion of the PROPERTY; (ii) runs with the PROPERTY and each and every portion thereof; and (iii) is binding upon each party and each of DEVELOPER's transferees during their respective ownership of the PROPERTY or any portion thereof. From and after recordation of this Agreement against the PROPERTY, DEVELOPER, and DEVELOPER's successors in interest, shall have the full right to assign this Agreement as to the PROPERTY, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) such assignment is effectuated in accordance with the terms of the DDA, and (ii) DEVELOPER, or its successors in interest, as applicable, expressly assigns the benefits of this Agreement and the assignee expressly assumes the burdens of this Agreement by written instrument approved by CITY, acting through its City Manager. Following an assignment or transfer, the use and enjoyment of the PROPERTY so transferred shall be subject to the terms of this Agreement to the same extent as if the transferee or assignee was the DEVELOPER. Upon the express written assumption and the conveyance of DEVELOPER's interest in the PROPERTY related thereto, the transferring DEVELOPER shall be relieved of its legal duty to perform such assigned obligations with respect to such conveyed property, except to the extent such DEVELOPER is in default hereunder with respect to the particular assigned obligations prior to said transfer.
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, and shall, to the fullest extent permitted by law, defend (with legal counsel approved or selected by CITY and at DEVELOPER's sole cost and expense), indemnify and hold CITY and CITY's elective and appointive councils, boards, commissions, officers, officials, agents, representatives and employees harmless 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, or contractors or subcontractors hired by DEVELOPER, including, without limitation, any claims, liabilities, expenses or damages which may arise from the construction activities of DEVELOPER or DEVELOPER's contractors, subcontractors, agents, or employees which relate to the PROJECT. Additionally, DEVELOPER agrees to, and shall, to the fullest extent permitted by law, defend (with legal counsel approved or selected by CITY and at DEVELOPER's sole cost and expense), indemnify, and hold harmless CITY and CITY's elective and appointive councils, boards, commissions, officers, officials, agents, representatives and employees from and against each and every claim, action, proceeding, cost, fee, legal cost, damage, award or liability of any nature whatsoever arising out of CITY's approval of or its performance under this Development Agreement and/or the Land Use Entitlements. CITY may in its discretion participate in the defense of any such legal action. The provisions of this Section shall not be binding on DEVELOPER to the extent the liability arises out of the gross negligence or willful misconduct of CITY, or its elective and appointive councils, boards, commissions, officers, officials, agents, representatives or employees. DEVELOPER's indemnity obligations set forth in this Development Agreement shall survive termination of this Development Agreement.

25. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written, regarding the time period that PROJECT land use entitlements shall be valid. Except as otherwise provided in Section 13, Section 34, and Exhibit "D" hereof, this Development 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. This Agreement and any amendment hereto shall be recorded against the PROPERTY at no cost to CITY, in the Official Records of Orange County by the City Clerk within the period required by Section 65868.5 of the Government Code. Notwithstanding the foregoing, in no event shall any failure or delay in recording this Agreement and any amendment to this Agreement limit or restrict the validity or enforceability of this 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 DEVELOPER's right to cure non-compliance as set forth in Section 4 of Exhibit "D" hereto, 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. Venue for such legal action shall be in a court of competent jurisdiction in the County of Orange.

28. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, neither 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. Interpretation and Governing Law. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the internal laws of the State of California, with regard to conflict of laws rules. The parties understand and agree that this Agreement is not intended to constitute, nor shall be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of CITY, and in particular, CITY's police powers. In this regard, the parties understand and agree that this Agreement is a current exercise of CITY's police powers and except as expressly provided for herein

this Agreement shall not be deemed to prevent the future exercise by CITY of its lawful governmental powers over the PROPERTY.

33. Severability. If any provision of this Development Agreement shall be adjudged to be invalid, void or unenforceable, such provision shall in no way affect, impair or invalidate any other provision hereof, unless such judgment affects a material part of this Development Agreement, the parties hereby agree that they would have entered into the remaining portions of this Development Agreement not adjudged to be invalid, void or illegal. In the event that all or any portion of this Development Agreement is found to be unenforceable, this Development Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid this Development Agreement or that portion which is found to be unenforceable. Notwithstanding any other provisions of this Development Agreement, in the event that any material provision of this Development Agreement is found to be unenforceable, void or voidable, DEVELOPER and CITY may mutually agree to terminate this Development Agreement in accordance with the provisions of the Development Agreement Statute.
34. Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation and flexibility between the CITY and DEVELOPER. The parties acknowledge that refinements and further development of the plan for developing the PROJECT pursuant to this Agreement and the Land Use Entitlements may demonstrate that changes are appropriate with respect to the details and performance of the CITY and DEVELOPER under this Agreement. The parties desire to retain a certain degree of flexibility with respect to the details of the performance by CITY and DEVELOPER and with respect to those items covered in general terms under this Agreement. If and when the parties mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of this Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications without amendment to this Agreement through operating memoranda ("Operating Memoranda") mutually approved by the parties in writing. Operating Memoranda are not intended to constitute either a substantive change or an amendment to this Development Agreement, but are ministerial clarification; therefore public notices and hearings shall not be required. Operating Memoranda may be used and thus deemed non-substantive and/or procedural if they do not result in, for example: (i) material changes in fees or costs; (ii) an increase in density or intensity of use; (iii) a change in permitted uses; (iv) an increase in the maximum height and size of buildings; (v) a decrease in the amount of land to be dedicated for public purposes; or (vi) the reduction of improvement and construction standards and specifications for the Project. To the maximum extent permitted by law, the

City Manager shall have the authority, on behalf of CITY, to approve and execute such Operating Memoranda.

35. Administration. This Agreement shall be administered and executed on behalf of CITY by the City Manager, or his/her designated representative, following approval of this Agreement by the City Council. Except as otherwise expressly provided herein or in the Development Agreement Statute, the CITY shall maintain authority of this Agreement through the City Manager (or his/her authorized representative). To the extent not inconsistent with the Development Agreement Statute, whenever a reference is made herein to an action or approval to be undertaken by the CITY, the City Manager is authorized to act on behalf of CITY unless specifically provided otherwise or the context should require otherwise. Without limiting the foregoing, the City Manager shall have the authority but not the obligation to issue interpretations, waive terms and conditions, and approve and execute Operating Memoranda on behalf of CITY. The City Manager shall also be authorized to take such action on behalf of the CITY necessary to ensure that the boundaries of the PROPERTY subject to this Development Agreement and to which the Land Use Entitlements apply are the same as the PROPERTY transferred to DEVELOPER pursuant to the DDA, including, without limitation, approving minor modifications to the legal descriptions of the PROPERTY in either or both this Agreement and/or the DDA so that they conform with one another and the intent of the City Council.
36. Subsequent Amendment to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute in effect as of the Effective Date. Accordingly, to the extent that subsequent amendments to the Development Agreement Statute would affect the provisions of this Agreement, such amendments shall not be applicable to this Agreement unless necessary for this Agreement to be enforceable or required by law or unless this Agreement is modified pursuant to the provisions set forth in this Agreement and Government Code Section 65868 as in effect on the Effective Date. The foregoing is not intended as a waiver by DEVELOPER of any rights or remedies it may have as a result of any such change of law.
37. Initiative Measures. Both CITY and DEVELOPER intend that this Development Agreement is a legally binding contract which will supersede any initiative, measure, moratorium, referendum, statute, ordinance or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the PROJECT and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use approved, issued or granted within CITY, or portions of CITY, and which Agreement shall apply to the Project to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other

limitation is inconsistent or in conflict with this Development Agreement. Should an initiative, measure, moratorium, referendum, statute, ordinance, or other limitation be enacted by the citizens of CITY which would preclude construction of all or any part of the Project, and to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Development Agreement, DEVELOPER shall have no recourse against CITY pursuant to the Development Agreement, but shall retain all other rights, claims and causes of action under this Development Agreement not so invalidated and any and all other rights, claims and causes of action at law or in equity which DEVELOPER may have independent of this Development Agreement with respect to the PROJECT. The foregoing shall not be deemed to limit DEVELOPER's right to appeal any such determination that such initiative, measure, referendum, statute, ordinance or other limitation invalidates or prevails over all or any part of this Development Agreement.

38. Not for Benefit of Third Parties. This Agreement and all provisions hereof are for the exclusive benefit of CITY and DEVELOPER, its successors and assigns, and shall not be construed to benefit or be enforceable by any third party.
39. Interpretation Consistent with DDA. Unless otherwise specifically provided in either this Development Agreement or the DDA or the context should require otherwise, it is intent of the parties that the terms of this Development Agreement should be interpreted in a manner consistent with the terms of the DDA. Notwithstanding the foregoing, nothing in this Development Agreement shall constitute or be interpreted as an amendment to the DDA, which shall may only be amended in accordance with its own terms.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF GARDEN GROVE, a municipal corporation

Dated: _____, 2017

By: _____

Scott C. Stiles, City Manager

(Signature Must Be Notarized)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Omar Sandoval
City Attorney

DEVELOPER:

INVESTEL GARDEN RESORTS, LLC, a Delaware limited liability company

By: INVESTEL RESORTS MANAGEMENT, LLC, a Delaware limited liability company

Its: Manager

Dated: _____, 2017

By: _____

Weifeng Zhang

Its: Manager

(Signature Must Be Notarized)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

FOR INFORMATIONAL USE ONLY – NOT INTENDED TO DESCRIBE A LEGAL PARCEL

EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 213, 214, 215, 216 AND 217 OF TRACT NO. 2012, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 55, PAGES 47, 48 AND 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH PORTIONS OF LOTS 5, 6, 7 AND 8 OF TRACT NO. 2782, IN SAID CITY, SAID COUNTY AND SAID STATE AS PER MAP RECORDED IN BOOK 89, PAGES 24 AND 25 OF MISCELLANEOUS MAPS, IN SAID RECORDER'S OFFICE, TOGETHER WITH THE SOUTH 129.44 FEET OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS IN SAID CITY, SAID COUNTY AND SAID STATE AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7, ET SEQ. OF MISCELLANEOUS MAPS, IN SAID RECORDER'S OFFICE, TOGETHER WITH THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST IN SAID RANCHO LAS BOLSAS TOGETHER WITH THE WEST 400 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN SAID RANCHO LOS BOLSAS, EXCEPTING THEREFROM THE NORTH 12 FEET AND ALSO EXCEPTING THEREFROM THE SOUTH 200 FEET TOGETHER WITH THE NORTH 45 FEET OF THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, OF SAID RANCHO LAS BOLSAS TOGETHER WITH THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34 IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN SAID RANCHO LAS BOLSAS EXCEPT THE NORTH 45 FEET THEREOF AND ALSO EXCEPT THEREFROM THE SOUTH 84 FEET THEREOF, TOGETHER WITH THE SOUTH 84 FEET OF THE WEST 400 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN SAID RANCHO LAS BOLSAS DESCRIBED MORE PARTICULARLY AS A WHOLE AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF HARBOR BOULEVARD AND TWINTREE LANE AS SHOWN ON SAID TRACT MAP 2012;

THENCE EASTERLY ALONG THE CENTERLINE OF SAID TWINTREE LANE SOUTH 89°22'00"EAST 53.02 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 00°38'00" EAST 30.00 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID TWINTREE LANE AND THE SOUTHERLY LINE OF SAID LOT 217, SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 13.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 00°38'00" WEST AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID LINE OF LOT 217 AND WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°01'37" AN ARC DISTANCE OF 20.43 FEET TO THE WESTERLY LINE OF SAID LOT 217 AND A LINE PARALLEL WITH AND DISTANT EASTERLY 40 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID HARBOR BOULEVARD;

THENCE NORTHERLY ALONG SAID LOT LINE AND SAID PARALLEL LINE NORTH 00°39'55"EAST 91.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 217;

THENCE DEPARTING SAID PARALLEL LINE NORTH 89°22'11" WEST 40.00 FEET TO THE CENTERLINE OF SAID HARBOR BOULEVARD;

THENCE ALONG SAID CENTERLINE NORTH 00°39'55" EAST 456.36 FEET TO THE SOUTHERLY LINE OF THE NORTH 129.44 FEET OF THE SOUTH 258.88 FEET OF THE WEST 1/2, SW 1/4, NW 1/4, NE 1/4, SECTION 34;

THENCE DEPARTING SAID CENTERLINE AND ALONG SAID SOUTHERLY LINE SOUTH 89°22'48" EAST 330.08 FEET TO THE WESTERLY TRACT LINE OF SAID TRACT NO. 2782;

FOR INFORMATIONAL USE ONLY – NOT INTENDED TO DESCRIBE A LEGAL PARCEL

THENCE LEAVING SAID SOUTHERLY LINE AND ALONG SAID WESTERLY TRACT LINE NORTH 00°39'59" EAST 129.44 FEET TO THE NORTHERLY TRACT LINE OF SAID TRACT NO. 2782;

THENCE ALONG SAID NORTHERLY TRACT LINE SOUTH 89°22'48"EAST 30.70 FEET;

THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°39'59" WEST 65.02 FEET TO THE NORTHERLY LINE OF LOT 6 OF SAID TRACT;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°22'48"EAST 9.40 FEET;

THENCE LEAVING SAID NORTHERLY LINE OF LOT 6 SOUTH 00°39'59" WEST 65.02 FEET TO THE NORTHERLY LINE OF LOT 7 OF SAID TRACT;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°22'48"EAST 16.12 FEET;

THENCE LEAVING SAID NORTHERLY LINE OF LOT 7 SOUTH 00°39'59" WEST 64.42 FEET TO THE NORTHERLY LINE OF LOT 8 OF SAID TRACT;

THENCE ALONG SAID NORTHERLY LINE OF LOT 8 SOUTH 89°22'48"EAST 9.08 FEET;

THENCE LEAVING SAID NORTHERLY LINE OF LOT 8 SOUTH 00°39'59" WEST 43.57 FEET;

THENCE SOUTH 89°20'05"EAST 4.61 FEET;

THENCE SOUTH 00°39'59" WEST 20.85 FEET TO THE SOUTHERLY LINE OF SAID TRACT NO. 2782;

THENCE LEAVING SAID SOUTHERLY TRACT LINE AND ALONG SAID EASTERLY LINE OF THE WEST 400 FEET SOUTH 00°39'55" WEST 326.99 FEET TO THAT NORTHERLY TRACT LINE OF SAID TRACT NO. 2012 COMMON TO LOTS 200 THROUGH 217 PER SAID TRACT;

THENCE ALONG SAID TRACT LINE NORTH 89°22'11" WEST 14.59 FEET TO THE REAR CORNER OF LOTS 212 AND 213 OF SAID TRACT NO. 2012;

THENCE LEAVING SAID TRACT LINE AND ALONG THE LINE COMMON TO SAID LOTS 212 AND 213 OF SAID TRACT NO. 2012 SOUTH 00°38'00" WEST 104.28 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID TWINTREE LANE;

THENCE LEAVING SAID LOT LINE AND ALONG SAID RIGHT OF WAY NORTH 89°22'00" WEST 332.46 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING THE EASTERLY 60 FEET THEREOF OF HARBOR BOULEVARD FOR FUTURE STREET DEDICATION.

FOR INFORMATIONAL USE ONLY – NOT INTENDED TO DESCRIBE A LEGAL PARCEL


CONTAINING : 222,019 SQUARE FEET MORE OR LESS (5.097 ACRES MORE OR LESS)

EXHIBIT "B": ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

SUBJECT TO: COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND IS SUBJECT TO CHANGE AT ANY TIME.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



J BRALEY
L.S. NO. 8446

11/10/17
DATE

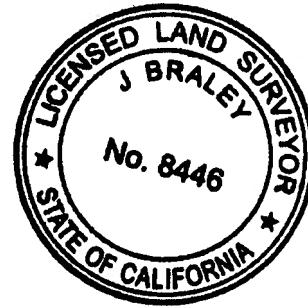
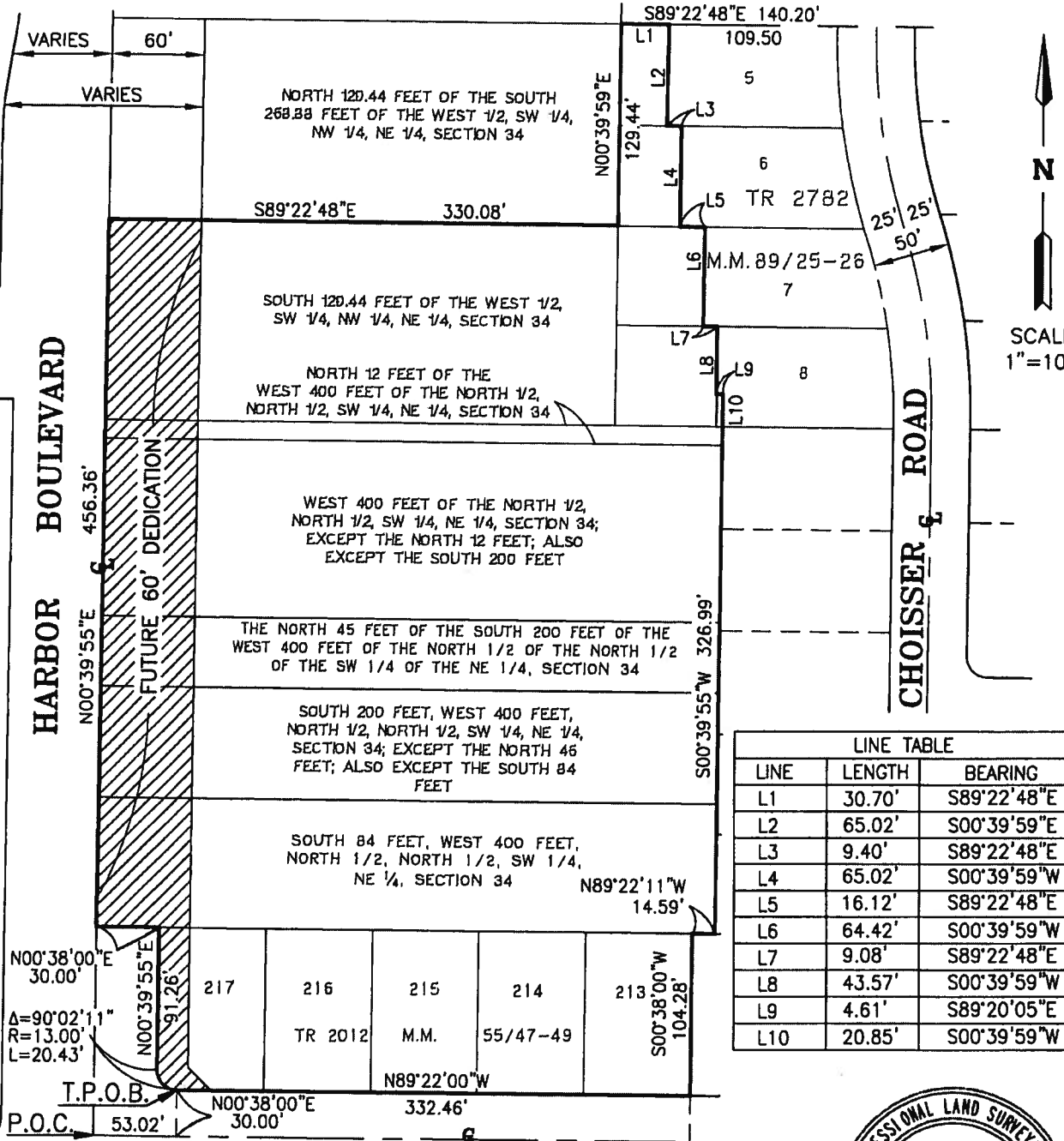


EXHIBIT 'B'

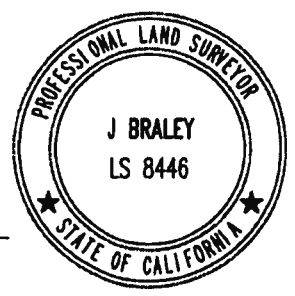
INFORMATIONAL METES & BOUNDS DESCRIPTION



LEGEND

- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- EXIST. & FUTURE R.O.W. DEDICATION (29,543 SQ. FT./ 0.68 ACRES MORE OR LESS)
- INFORMATIONAL BOUNDARY (5.097 ACRES MORE OR LESS)
- (222,019 SQ. FT. MORE OR LESS)

J. Braley
 J BRALEY
 L.S. NO. 8446
 11/10/17
 DATE



PENCO ENGINEERING, INC.
 Civil Engineering Planning Surveying
 16842 Von Karman Ave
 SUITE 150
 Irvine, California 92606
 (949) 753-8111

SKETCH TO ACCOMPANY AN
 INFORMATIONAL LEGAL DESCRIPTION
 OF
 "SITE C"
 CITY OF GARDEN GROVE

SCALE: AS-SHOWN
 DRAWN BY: JK
 CHECKED BY: JB
 DATE: 10/17/17
 JOB No. 15045

EXHIBIT "B"

PUD PERFORMANCE STANDARDS

Exhibit "B"

PERFORMANCE STANDARDS

Planned Unit Development No. PUD-128-12

The following performance standards shall apply as conditions of approval to any future hotel resort development and/or subdivision of property covered by this Planned Unit Development:

1. The developer shall execute, a "Notice of Discretionary Permit Approval and Agreement with Conditions of Approval," as prepared by the City Attorney's Office, on the property prior to issuance of building permits. These conditions of approval run with the land and are binding upon the property owner, his/her/its heirs, assigns, and successors in interest.
2. The term "applicant," as referenced herein, shall refer to both the developer, tenant/business operators and the property owners, including subsequent purchasers and/or tenants of the project. The applicant and subsequent owner/operators of such business shall adhere to the conditions of approval for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval by the Hearing Body.
3. All conditions of approval shall be implemented at the applicant's expense, except where specified in the individual condition.
4. All mitigation measures that are part of the Mitigated Negative Declaration that was adopted in conjunction with approval of General Plan Amendment No. GPA-2-12(B) and Planned Unit Development No. PUD-128-12 shall be required to be implemented as part of the conditions of approval for this project.
5. The project is subject to the Mitigation Monitoring Program adopted by the City Council as part of the Mitigated Negative Declaration adopted by the City in conjunction with approval of General Plan Amendment No. GPA-2-12(B) and Planned Unit Development No. PUD-128-12. In order to assist City to verify that all required project mitigation measures are complied with in a timely manner, a project-specific mitigation-monitoring program for monitoring all applicable project-related mitigation measures shall be prepared by the developer/applicant and approved by the Planning Division prior to issuance of building permits. Said mitigation monitoring program shall be implemented during project construction through completion. The developer shall provide the City with a quarterly report demonstrating adherence to all mitigation measures. A person shall be designated by the developer and or hotel operator that will be responsible for any hotel and pad

restaurants operational mitigation measures that extend beyond construction completion. Said person shall provide a report to the City when requested.

6. In order to verify compliance with the applicable project mitigation measures and performance standards for Planned Unit Development No. PUD-128-12, the developer shall submit a full set of construction plans to the Community Development Department for review prior to plan check submittal. The plans shall include a dimensioned and detailed site plan, a floor plan, elevations, a landscaping plan, and a lighting plan, each of which complies with all the requirements established in these performance standards.

Public Works Engineering Division

The following provisions of the Public Works Engineering Division shall be complied with:

7. The applicant shall be subject to Traffic Mitigation Fees.
8. Prior to the issuance of certificates of use and occupancy, the applicant shall design and construct a traffic signal at the intersection of Harbor Boulevard and the Project Entrance in a manner meeting the approval of the City Traffic Engineer.
9. Prior to the issuance of certificates of use and occupancy, the applicant shall design and construct raised median improvements on Harbor Boulevard to facilitate ingress and egress at the Project Entrance in a manner meeting the approval of the City Traffic Engineer. Said improvements shall include a 225-foot southbound left turn pocket with a 90-foot taper and removal/reconstruction of the median within, and south of the intersection, to provide a full access to the Sheraton Hotel with a proper left turn pocket and taper.
10. The main driveway approach on Harbor Boulevard shall be constructed in accordance with Garden Grove Standard Plan B-120, or B-120a.
11. 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 of the interior drive aisle and parking spaces. The report shall also test and analyze soil conditions for LID (Low Impact Development) principles and

implementations, including soil compaction, saturation, permeability and groundwater levels.

12. A separate street permit is required for work performed within the public right-of-way.
13. 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 adjacent properties, and designed to preclude cross-lot drainage. Minimum grades shall be 0.50% for concrete flow lines, 1.25% for asphalt surfaces and 2.0% for landscaped areas. The grading plan shall also include water and sewer improvements. All fees collected at the time of permit issuance shall be based on the fee schedule in effect at that time.
14. 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 Water Quality Management Plan that:
 - a. Addresses Site Design BMPs such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, and conserving natural areas.
 - b. Incorporates the applicable Routine Source Control BMPs as defined in the DAMP.
 - c. Incorporates Treatment Control BMPs as defined in the DAMP.
 - d. Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs.
 - e. Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs.
 - f. Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
15. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
 - a. 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.

- b. Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
 - c. Demonstrate that an adequate number of copies of the approved Project WQMP are available on-site.
 - d. Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
16. 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.
17. All trash container areas shall meet the following requirements:
- a. 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; and
 - b. Provide solid roof or awning to prevent direct precipitation.
 - c. Connection of trash area drains to the municipal storm drain system is prohibited.
 - d. Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control.
 - e. See CASQA Stormwater Handbook Section 3.2.9 and BMP Fact Sheet SD-32 for additional information.
 - f. The trash enclosures shall be located to allow pick-up and maneuvering, including turnarounds, in the area of the enclosures.
18. 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.
19. 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.

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. Any new or required block walls and/or retaining walls shall be shown on the grading plans. Block walls shall be designed in accordance to City standards or designed by a professional registered engineer.
22. The applicant shall remove the existing sidewalk on Harbor Boulevard along the property frontage and construct a seven-foot decorative sidewalk consistent with the existing enhanced sidewalk pattern in the Harbor resort area, in a manner meeting the approval of the City Engineer. Said sidewalk shall be separated from the street curb by a six-foot landscaped area designed in a manner meeting the approval of the Planning Division Manager.
23. The applicant shall remove the existing sidewalk on Twintree Lane, along the property frontage, and construct a six-foot sidewalk per City Standard Plan B-106. Said sidewalk shall be separated from the street curb by a four-foot landscaped area. The landscaped areas in front of, and in back of, the sidewalk shall be designed in a manner meeting the approval of the Planning Division Manager.
24. The applicant shall be responsible for the maintenance of the landscape, sidewalk and lighting in the public right-of-way along Harbor Boulevard, in a manner meeting the approval of the City Engineer.

Building Services Division

The following provisions of the Community Development Building Services Division shall be met:

25. All buildings and facilities shall be accessible from the sidewalks. Accessible routes of travel shall be provided between all building and facilities on-site.
26. Openings in exterior walls are limited per Table 705.8 of the CBC depending on proximity to the property line or to the imaginary property line between buildings.
27. All buildings must be fully sprinklered.
28. All buildings and facilities shall comply with the California Building Standards Code.

Public Works Water Services Division

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

29. Water meters shall be located within the City right-of-way or within dedicated waterline easement. Fire and water services, shall be installed by contractor with Class A or C-34 license, per City water standards and inspected by approved Public Works inspector.
30. 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 shall have a 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 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.
31. 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.
32. A composite utility site plan shall be part of the water plan approval.
33. Water system within private streets shall be constructed per City Standards by developer and dedicated to the City. Bonding will be required.
34. Owner shall dedicate all rights to underground water without the right to surface entry.

35. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
36. 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.
37. Fire service shall have above ground backflow device with a double check valve assembly. Device shall be tested immediately after installation and once a year thereafter by a certified backflow device tester and the results to be submitted to Public Works, Water Services Division. Device shall be on private property and is the responsibility of the property owner. The above ground assembly shall be screened from public view as required by the Planning Division.
38. Water meters and boxes shall be installed by City forces upon payment of applicable fees and after new water system (including water services) pass all bacteriological and pressure tests.
39. No permanent structures, trees or deep-rooted plants shall be placed over sewer main or water main.
40. Location and number of fire hydrants shall be as required by Water Services Division and the Fire Department.
41. Site shall be graded so that no rain or landscape irrigation water can drain into sewer drains in wash bays. All wash bays shall have adequate roof overhang to prevent rainwater from entering wash bays. No outside sinks or wash area shall be permitted. Owner shall maintain service records for sewer lateral clarifier adequately demonstrating that clarifier maintained and that wastes are disposed of in accordance with current laws and regulations for hazardous waste.
42. All water generated from any dewatering system for subterranean construction shall be discharged to the sanitary sewer as required by the City of Garden Grove. The owner shall obtain a special discharge permit as required by the Orange County Sanitation District. Owner shall be responsible for sampling, testing, and discharge as required by the Orange County Sanitation District. Ground water pumped from under or around the underground parking structure shall be discharged to the sewer system. A separate "Industrial Waste Discharge" permit is required from the Orange County Sanitation District prior to the City allowing any occupancy permits or finals.

43. Commercial food use of any type shall require the installation of an approved grease interceptor prior to obtaining a business license.
44. 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. Owner shall maintain comprehensive grease interceptor maintenance records and shall make them available to the City of Garden Grove upon demand.
45. Food grinders (garbage disposal devices) are prohibited per Ordinance 6 of the Garden Grove Sanitary District Code of Regulations. Existing units are to be removed.
46. Owner shall 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.
47. 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

The following provisions of the Community Development Planning Services Division shall be met:

48. 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 Division. 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.
49. 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 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.
 - b. Above-ground utility equipment (e.g., electrical, gas, telephone, cable TV) shall not be located in the street setbacks along Harbor Boulevard and Twintree Lane, and shall be screened to the satisfaction of the Community 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 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.
50. All landscaping shall be consistent with the landscape requirements within the development standards set forth in Planned Unit Development No. PUD-128-12. The developer shall submit a complete landscape plan governing the entire development. 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 landscaping areas 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, drought tolerant vines shall be used.

- c. 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.
 - d. Landscaping along Harbor Boulevard, including within the public-of-way, shall include two rows of Date Palm Trees (minimum brown trunk height of 25 feet), canopy trees (minimum 24-inch box), shrubs, and ground covers. Landscape materials shall match the landscape materials used within the project located at the southwest corner of Harbor Boulevard and Chapman Avenue unless the City adopts a landscape design for Harbor Boulevard. The Community Development Director may approve minor modifications to the foregoing standards as to height, size, and placement of the palm trees along Harbor Boulevard.
 - e. Landscaping along Twintree Lane, including within the public-of-way shall include canopy trees (minimum 24-inch box), shrubs, and ground covers. Landscape materials shall match the landscape materials used along the Harbor Boulevard, and shall be properly maintained.
 - f. Flexibility to the height of the palm trees, and their placement along Harbor Boulevard, shall be reviewed and approved by the Community Development Director.
 - g. All landscape areas, including the areas located within the public right-of-way along Harbor Boulevard and Twintree Lane, are the responsibility of the developer/operator of the hotels and restaurants.
 - h. The landscape plan shall incorporate and maintain for the life of the project those means and methods to address water run-off also identified as Low Impact Development provisions, which address water run-off. This is to also to be inclusive of any application of Water Quality Management Plans (WQMP), Drainage Area Management Plans (DAMP) and any other water conservation measures applicable to this type of development.
51. 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 the same hours but subject to the restrictions as stipulated in Sections 8.47.040 to 8.47.060 of the Municipal Code.
52. The developer shall receive approval of a subdivision map (Tentative Tract Map) in order to reconfigure the project site prior to submitting construction plans to the City of Garden Grove. Said approval shall be subject to a Development Agreement.
53. The developer/owner shall prepare Covenants, Conditions, and Restrictions (CC&R's), or a similar document, for review and approval by the City Attorney's office and Community Development Department prior to the issuance of building permits, which will bind the owner(s) / operator(s) of the project site in the future. The CC&Rs shall include, without limitation, all provisions of PUD-128-12 development standards, all applicable project mitigation measures, operational and maintenance provisions for the entire site and those areas noted within the boundaries of the Project site, and other provisions applicable to the Project. The approved CC&R's shall be recorded at the same time that the subdivision map is recorded and two copies of the recorded CC&R's shall be provided to the Planning Division. The CC&R's shall include the following stipulations:
- a. Provisions for common maintenance of all the landscape areas, including landscaping and landscape lighting within the project, public right-of-way, driveways, and parking areas.
 - b. Provisions for reciprocal access and parking between properties. Parking provisions shall also include provisions for future Valet Parking.
 - c. Best Management Practices shall be incorporated to detour and/or abate any graffiti vandalism throughout the project and throughout the life of the project.
 - d. The CC&R's shall provide provisions for the tenant/property owners a means of contacting persons responsible for site maintenance, repairs, trash pick-up, and other related matters for a development of this type. This also includes ensuring tree overhangs do not block or hinder any vehicles such street sweepers, trash trucks, fire trucks, etc., from maneuvering on the streets within the project.
 - e. The above stipulations shall not be modified without the approval of the City of Garden Grove. The CC&R's shall contain a provision that indicates CC&R's may not be terminated or substantially amended without the consent of the City.

- f. The CC&R's shall include provisions acceptable to City regarding the Association's and Owners' responsibilities for compliance with all applicable water quality laws and regulations. Such provisions shall require the Association and Owners to maintain the site and all common areas in compliance with all applicable water quality laws, regulations, and standards of the State, City, or any other applicable governmental agency, including, but not limited to, all National Pollution Discharge Elimination System (NPDES) regulations presently in effect and as amended, and the provisions of Title 6, Chapter 40 (Stormwater Quality) of the Garden Grove Municipal Code, as it may be amended from time to time. In addition, the CC&Rs shall expressly allocate responsibility to the Association or another entity to implement, and fund implementation of, the Operations and Maintenance ("O&M") Plan applicable to the Property, which was approved by the City as part of the Water Quality Management Plan ("WQMP") required for development of the Property, and to operate and maintain the Best Management Practices ("BMPs") described in the O&M Plan.
- g. Provisions substantially similar to the follow shall be included within the CC&R's:
- i. Enforcement: The City is hereby made a party to this Declaration solely for purposes of enforcing its provisions, the Performance Standards of Planned Unit Development No. PUD-128-12, and the Conditions of Approval of [*IDENTIFY APPLICABLE ENTITLEMENT*]. 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, the Performance Standards of Planned Unit Development No. PUD-128-12, and the Conditions of Approval of [*IDENTIFY APPLICABLE ENTITLEMENT*]. The City, its agents, departments and employees may further refuse to issue any building, electrical or plumbing permit that may be in violation of this Declaration or the Performance Standards and other provisions of Planned Unit Development No. PUD-128-12; however, the City shall not be liable for failing or refusing to enforce the provisions of this Declaration, the Performance Standards of Planned Unit Development No. PUD-128-12, or the Conditions of Approval of [*IDENTIFY APPLICABLE ENTITLEMENT*]. In the enforcement of this Declaration, the City shall not be limited to the procedures or processes described herein and may use any remedy provided under law or equity, including the City' Municipal Code. The alternative dispute resolution procedures set forth in [*SPECIFY APPLICABLE*

ARTICLE OR SECTION] of this Declaration shall not apply to the City.

- ii. Assessments: The City may levy special assessments against the properties in connection with its actions to enforce the provisions of this Declaration, the Performance Standards of Planned Unit Development No. PUD-128-12, and/or the Conditions of Approval of [IDENTIFY APPLICABLE ENTITLEMENT],, 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 provisions of this Declaration, the Performance Standards of Planned Unit Development No. PUD-128-12, and/or the Conditions of Approval of [IDENTIFY APPLICABLE ENTITLEMENT]. 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.
- iii. Attorney Fees: The City shall be entitled to recover its attorney's fees incurred in connection with its actions to enforce the provisions of this Declaration, the Performance Standards of Planned Unit Development No. PUD-128-12, and/or the

Conditions of Approval of [*IDENTIFY APPLICABLE ENTITLEMENT*], or to abate the violation thereof.

- iv. 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.
54. The developer shall comply with all provisions of the Community Development Department including, but not limited to, the following:
- a. The facades of the hotels and freestanding pad buildings 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 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 developer shall submit to the Community 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 hotel rooms. Mechanical equipment, including air conditioning units, pool equipment, sump pump, etc., shall not be located closer than five feet of any side or rear property line and shall not be located in the front landscape setback. Air conditioning units and all other mechanical shall be completely screened from public view from the street and/or common open space area.
 - c. Should the developer elect to build the project in more than one phase, then a phasing plan shall be submitted to the Community Development Department prior to issuance of building permits. The phasing plan shall include, but not 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 Development, Fire, and Public Works Departments prior to issuance of building permits.
 - d. If at any time after the construction of the hotels, the City receives complaints about the light and glare reflected by the hotel's windows,

the developer/operator shall remedy the situation to the satisfaction of the Community Development Department.

55. 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. All block walls constructed on the project site shall be of slump stone or split-face block with decorative caps, subject to Community Development Department's approval, shall maintain a maximum height of 8-feet as measured from the property's finished grade.
 - b. An eight-foot high block wall shall be constructed along the eastern property line, adjacent to the residential properties. Said block wall shall maintain a 15-foot setback from the Twintree Lane property line, and any wall constructed within this 15-foot area shall maintain a maximum height of three-feet.
 - c. Any new block walls constructed along the Twintree Lane property line (southern property line) shall maintain a five-foot setback from the property line. The setback to the block wall may be reduced to three-feet if additional two-feet of right-of-way landscape area is available adjacent to the property line.
 - d. Any walls constructed along the Harbor Boulevard property line shall observe a setback of 21-feet from the face of curb. At no time shall a wall be placed within nine-feet from the property line.
 - e. If, at any time, the project's perimeter block wall extends toward Choisser Road, the wall shall maintain a minimum setback of 15 feet from the property line. The 15-foot setback area shall be properly landscaped and irrigated per the landscaping requirements of the project.
 - f. The developer shall work with adjacent property owners in designing and constructing the required perimeter block wall to avoid having double walls, and to 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 Developer shall work with City Staff to address this situation.

- g. The Community Development Director may authorize minor modifications to the required wall heights and setbacks set forth above as authorized pursuant to the Ordinance approving Planned Unit Development No. PUD-128-12. Notwithstanding the foregoing, with exception of the block wall on the easterly property line shall comply with all standards required as by mitigation measures pursuant to the mitigated negative declaration and identified in the mitigation monitoring program.
56. 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, use low-sodium parking lot lights, and ensure compliance with Title 24.
57. Building color and material samples shall be submitted to the Planning Division for review and approval prior to issuance of building permits. All buildings shall incorporate decorative design features, architectural enhancements, and other design elements that are designed to the satisfaction of the Community Development Department.
58. The parking structures shall be designed to be architecturally compatible with on-site buildings, utilizing similar design features, details, and materials. All sides of a parking structure that are in view from adjacent properties and public-rights-of-way shall be architecturally enhanced. Parking structures shall be well illuminated, including having the interior of the parking garage painted a light color, and designed to meet City parking standards for aisle width, stall sizes, and height clearances. The design of the parking structure stair well shall architecturally match the design of the parking structure, and shall be designed to reduce visibility to the adjacent residential properties. The interior driving surfaces of the parking structure shall be treated in a manner to prevent tire screeching.
59. The driveways on Harbor Boulevard and Twintree Lane shall have enhanced concrete treatment. All details of the decorative entry shall be submitted on the required landscape plans for review and approval of the Community Development Department.

60. The service and sale of alcoholic beverages shall be subject to approval of a Conditional Use Permit. Also, Site Plan approval shall be required for each pad building.
61. Refuse storage and collection areas shall be provided and subject to both Garden Grove Sanitation District (GGSD), and GGSD contracted solid waste handler/hauler approval, and be subject to applicable building and fire codes.
62. The refuse storage areas shall be properly maintained. The refuse storage enclosure doors shall be kept closed and secured, except during rash disposal or pickup. Trash pickups and automated parking lot cleaning/sweeping, shall occur between the hours of 8:00 a.m. and 6:00 p.m. Trash pickups shall occur a minimum of three (3) trash pickups per week.
63. 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, Planning Division, which may require proper screening to hid such appurtenances from public view.
64. The service doors of all buildings shall be kept closed at all times during hours of operation except in case of emergency or to permit deliveries. Panic hardware on doors shall comply with all City Code requirements.
65. The developer/owner shall submit signed letters acknowledging receipt of the decision for General Plan Amendment No. GPA-2-12(B) and Planned Development No. PUD-128-12, and their agreement with all conditions of approval.
66. Litter shall be removed daily from the project site including adjacent public sidewalks and all parking areas under the control of the developers. These areas shall be swept or cleaned, either mechanically or manually, on a weekly basis, to control debris.
67. Graffiti shall be removed from the project site and all parking lots under the control of the developer within 120 hours of application/notification.
68. For all buildings in which alcoholic beverages will be served, a prominent, permanent sign stating "NO LOITERING IS ALLOWED ON OR IN FRONT OF THESE PREMISES" shall be posted in a place that is clearly visible to patrons of the licensee. The size, format, form, placement, and languages of the sign shall be determined by the Department of Alcoholic Beverage Control.
69. The operation of the hotels and restaurants shall comply with the standards of Planned Unit Development No. PUD-128-12, and the mitigation measures outlined within the Mitigated Negative Declaration adopted for this project.

This includes complying with all provisions of Alcoholic Beverage Control Act. In addition, this provision also governs the conference rooms, meeting rooms, restaurants, and the indoor/outdoor areas. In regards to specific activities within the meeting rooms, and recreation areas, regardless of the type of event conducted, no event or activity shall at any time be or become a nuisance, disturbance or, or cause complaints for hotel guests or occupants of the surrounding area/properties, or in any way, endanger the public health, safety, or welfare.

70. In the event any legal action or proceeding is filed against the City of Garden Grove and/or applicant or its successors or assigns, seeking to attack, set aside, void or annul any approval or condition of approval of the City of Garden Grove concerning the Project, including, but not limited to, the Mitigated Negative Declaration, General Plan Amendment No. GPA-2-12(B), Planned Unit Development No. PUD-128-12, any applicable Conditional Use Permit approved by the City, or any Development Agreement approved by the City defend (with legal counsel mutually selected by the applicant and the office of the City Attorney), indemnify, and hold harmless the City, its officers, agents, and employees from and against any such legal action or proceeding.

Fire Department

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

71. Buildings shall be required to meet current High-Rise Standards, including, but it not limited to, the following:
 - a. Including Fire Command Center (FCC).
 - b. Fire pumps, NFPA 20.
 - c. Installation of water tank as a secondary water source.
 - d. Fire Department standpipes shall be in vestibules and not stairwells.
 - e. Fire Department connections will be within 50-feet of a City Hydrant.
 - f. Knox-Box key systems shall be installed at the Fire Control Rooms and emergency gates and where deemed necessary. Hinged recessed mount to structure style required.
 - g. Life safety alarms per NFPA 72.

h. Smoke control systems.

72. All buildings shall be required to meet all adopted local changes to the California Building Code (CBC) and California Fire Code (CFC) in the municipal Code, Chapters 12 and 32.
73. All vehicle access shall meet the standards provided for in the CFC for widths, turning radius, and hammerhead turnarounds. The fire access area shall be paved. Any fencing that crosses the subject fire emergency access shall be provided with a Knox override system. An emergency access plan shall be submitted to the Fire Department for review and approval prior to installation of the fire access.
74. A Bi-Directional Amplifier (BDA) system for emergency radios shall be installed for use in all areas not meeting radio coverage requirements, CFC Section 510.
75. Water supply and hydrants shall be installed before the start of construction.
76. All interior decorations shall meet the State Fire marshal flame retardant test.
77. The development shall meet the City's hazardous materials disclosure plan for any storage or use of hazardous materials.
78. The development is ~~subject~~ to a third party inspector, at the owner's expense to certify the alarm systems, sprinkler systems, and smoke removal systems.
79. All plans ~~submitted~~ are subject to review and corrections, as needed per CBC and CFC conditions.
80. Fire hydrants shall be provided on-site. The fire hydrants shall be on a loop system approved by the Fire Department and on their own water line. The fire hydrants shall be within 50'-0" of the Fire Department connection (FDC). All sprinklers shall be on their own dedicated lines. The fire hydrants shall be installed and fully operational prior to any combustible material being delivered to the site. Prior to and during construction, a temporary roadway shall be constructed and maintained to the satisfaction of the Fire Department for access to each of these fire hydrants. The Fire lanes serving the site shall be constructed to support the weight load of Fire truck(s) per Fire Department requirements.
81. All Fire related aspects of the proposed project shall comply with California Fire Codes and the California Building Codes 2010 Edition.

82. An all-weather fire access road shall be in place before combustible materials are placed on-site. Required water supply for fire protection shall be in place before building with combustible materials commences.
83. All buildings shall be sprinklered according to NFPA 13 standards and shall have fire alarms according to NPA 72 under the current year adopted by the Garden Grove Fire Department.
84. All Fire Department connections shall have a 3'-0" clearance and shall be clear of all obstructions and vegetation.

EXHIBIT "C"
CONDITIONS OF APPROVAL

EXHIBIT "A"

Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455

12222, 12252, 12262, 12272, 12292, and 12302 Harbor Boulevard
12511, 12531, 12551 and 12571 Twintree Lane
12233, 12235, 12237, and 12239 Choisser Road

SUPPLEMENTAL CONDITIONS OF APPROVAL

1. Whenever used herein, the term "applicant" shall mean and refer to each of the following: Investel Garden Resorts, LLC, the developer of the project, the tenants/business operators on the property, and the property owner(s), and each of their respective successors and assigns. The applicant shall adhere to all Conditions of Approval for the life of the project, regardless of property ownership. Except as otherwise expressly provided herein, any changes to the Conditions of Approval require approval by the applicable hearing body.
2. Approval of this Site Plan and Tentative Tract Map 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 and Planned Unit Development No. PUD-128-12 shall apply.
3. Except as expressly modified or supplemented herein, Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455 shall be subject to all Performance Standards applicable to Planned Unit Development No. PUD-128-12 ("PUD Performance Standards"), which are hereby incorporated into these Conditions of Approval by this reference. These Conditions of Approval are intended to supplement the PUD Performance Standards to reflect current legal and regulatory requirements and the approved modifications to the Project. In the event any actual or perceived conflict between any PUD Performance Standard and the modified or more specific provisions of these Conditions of Approval, the modified or more specific provisions of these Conditions of Approval shall apply. The City's Community and Economic Development Director is authorized to make interpretations of these Conditions of Approval and to resolve any such actual or perceived conflicts.
4. Minor modifications to the Site Plan and/or these Conditions of Approval, which do not materially change the scope or intensity of the project and which will not result in new significant impacts that have not previously been addressed, 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.
5. All mitigation measures and design features identified in the Supplemental Mitigated Negative Declaration adopted for the Modified Project (Site C Subsequent Mitigated Negative Declaration and Initial Study) (the "Subsequent Mitigated Negative Declaration") are incorporated herein by this reference and shall be implemented as conditions of approval for Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455. The Mitigation Monitoring and Reporting Program adopted in conjunction with the Subsequent Mitigated Negative Declaration shall be implemented during Project construction throughout operation of the Project, as applicable.
 6. 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 Site Plan No. SP-043-2017 and Tentative Tract Map No. TT-17455, has begun.
 7. In accordance with PUD Performance Standard No. 70, the applicant shall, 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 Project, including, without limitation, Site Plan No. SP-043-2017, Tentative Tract Map No. 17455, Development Agreement No. DA-008-2017, and/or the Subsequent 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.

Building Division

8. Notwithstanding any other provision of these Conditions of Approval, all buildings and facilities shall comply with all applicable building codes and regulations that are in effect at the time of permit application, as such codes and regulations are adopted and amended by the City (see Garden Grove

Municipal Code Title 18). The following "Building Division" Conditions of Approval reflect the building codes and regulations in effect at the time of approval of the Site Plan and Tentative Tract Map and are not intended, and shall not be construed, to authorize deviations from the applicable building codes and requirements in effect at the time permits are applied for, should such building codes and regulations change in the future.

9. All buildings and facilities shall conform to requirements of Section 403 of the California Building Code (CBC) for fire, life safety requirements for high rise buildings, including fire sprinklers, fire alarms, fire pumps and fire pump rooms, secondary water supply, standpipe system, emergency voice/alarm communication system, emergency respond radio coverage, fire command, smoke control system, standby and emergency room, stairway communication system, smoke proof stair enclosure, luminous egress path markings, enclosed elevator lobby, and fire service access elevator.
10. Plans shall specify the following: construction type, occupancy group, building area, number of stories.
11. Plans shall provide area analysis: show imaginary property lines between the buildings on the site plan if separated occupancies are assumed.
12. Per Section 11B-258.2 of the CBC, accessible parking shall be provided for each type of parking facility. The applicant shall provide additional accessible parking spaces for the uncovered parking spaces located along the Twintree Lane drive aisle.
13. An accessible means of egress/accessible route from exits at exit-discharge to the public right-of-way shall be provided per Section 1009 of CBC.
14. Valet parking spaces shall be included in total number of parking spaces for calculating the required number of accessible parking spaces.
15. Passenger loading zones must conform to Section 11B-503 of the CBC and shall be provided at facilities with valet parking.
16. Accessible routes at site arrival points and within the site shall be provided in conformance with Section 11B-206 of the CBC.
 - a. Site arrival points: accessible routes shall be provided from public sidewalk/ street, accessible parking, passenger loading zones, public transportation stops to the accessible building entrances they serve.
 - b. Within the site: accessible routes shall be provided connecting accessible buildings.

17. An accessible route from pool area to dining terrace shall be provided.
18. An accessible entry to pool shall be provided per Section 11B-242 of the CBC.
19. An accessible route to the pool deck shall be provided.
20. Buildings shall be solar ready per Section 110.10 of the California Energy Code. Exception: 11 stories or more at hotel occupancies per Section 110.10(a)(3) of the CBC; 4 stories or more at retail/café/restaurant occupancies per Section 110.10(a)(4) of the CBC.
21. Maximum travel distance from each stair to elevator shall be 200 feet per Section 11B-206.2.3.2 of CBC.
22. The plans shall specify locations of accessible parking and EVCS parking in the parking structure. Accessible parking shall also be provided for electric vehicle charging stations per 11B-228.3 of the CBC and Section 5.1.6.5.3 of California Green Code (CGC).
23. An enclosed elevator lobby is required at high rise buildings.
24. Exit arrangements at each space shall meet the requirements of Section 1007.1.1 of CBC for separation distance.
25. The plans shall specify occupancy group for each space. The project shall provide two (2) for occupant loads greater than 49.
26. The plans shall provide a fixture count for plumbing fixtures per Table 422.1 of CPC.
27. Guest rooms with mobility and communication features shall be provided per Section 11B-224 of CBC. Dispersion shall meet section 11B-224.5 of CBC.

Fire Department

28. There shall be no storage within the exit corridors.
29. The Fire Department connections shall be located in front of the hotel project along Harbor Boulevard. Signage and fire hydrants shall be provided on-site in accordance with PUD Performance Standard No. 80.

Planning Services Division

30. A minimum of 1,221 parking spaces are required to serve the Project at the full permitted build-out based on the proposed number of hotel rooms and proposed square footages of uses analyzed in the 2017 Shared Parking Study. In the event the applicant proposes to modify the number of hotel rooms or the square footages of the other proposed uses beyond those analyzed in the 2017 Shared Parking Study, or the applicant proposes to reduce the number of required parking spaces, a new shared parking analysis shall be prepared and approved by the City. The applicant shall implement the recommendations set forth in the 2017 Shared Parking Study and/or any subsequent shared parking analysis approved by the City.
31. The applicant shall apply for and receive approval of Conditional Use Permits for the sale of alcoholic beverages within each hotel and pad building in which alcohol sales are proposed. Separate approval of a Conditional Use Permit shall also be required for the operation of any proposed spa, health club or gym, or any use involving massage.
32. Prior to issuance of building permits, the applicant shall prepare and obtain Planning Services Division approval of a site specific lighting study as required by the Subsequent Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program. All lighting shall comply with the measures identified in the approved lighting study, PUD Performance Standard No. 48, and applicable provisions of Title 9 of the Municipal Code.
33. The applicant shall design the Project to comply with all mitigation measures and design features specified in the Subsequent Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program. In order to verify compliance with all applicable project mitigation measures and design features, these Conditions of Approval, and the PUD Performance Standards, the applicant shall submit plans to the city prior to plan check submittal as described in PUD Performance Standard No. 6.
34. Hours and days of construction and grading shall be as permitted pursuant to Chapter 8.47 of the Garden Grove Municipal Code.

Public Works Environmental Services

35. The applicant shall comply with Assembly Bill (AB) 1826 (Organic Waste Recycling Program) and related laws and regulations, and shall ensure that enclosures are sufficient in size to accommodate organic specific collection containers.

Public Works Engineering Division

36. 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 amount of said fees shall be calculated based on the City's current fee schedule at the time of permit issuance.
37. Prior to recordation of the final tract map, the applicant shall complete all required easements, vacations and dedications of right-of-way. Any conflicts between existing easements and the proposed improvements shall be resolved prior to the issuance of building permits for said improvements.
38. Prior to the issuance of precise grading plans, the applicant shall receive approval from County of Orange to process final tract map with the City.
39. Street improvement plans prepared by a registered Civil Engineer are required. Harbor Boulevard shall be designed to the City's proposed Smart Street Standards, specifically the existing median on Harbor Boulevard shall be modified per the City Traffic Engineer's recommendations stated in these Conditions of Approval.
40. All vehicular access drives to the site shall be provided in locations approved by the City Traffic Engineer.
41. The three drive approaches to the site shall be constructed in accordance with Garden Grove Standard B-120 (Harbor Boulevard) and B-121 (Twintree Lane).
42. All parking spaces that abut to sidewalks that are not elevated with a curb face to the stall, if any, shall have wheel stops.
43. Prior to the issuance of the street improvements and grading permit, the applicant shall provide improvement bonds (Faithful Performance, Labor & Material and Monument Bond) acceptable to the City guaranteeing that all work constructed under said permits will be completed according to the approved plans, applicable laws, and in compliance with all terms specified in the permit(s). All bonds shall be in from 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).

44. 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 precise grading plans.
45. 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.
46. A separate street permit is required for work performed within the public right-of-way.
47. Grading 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 & Specifications.
48. Grading fees shall be calculated based on the current fee schedule at the time of permit issuance.
49. The grading plan shall depict accessibility routes for the ADA pathways in conformance with the requirements of the Department of Justice standards, latest edition.
50. In accordance with the Orange County Storm Water Program manual, the applicant and/or its contractors shall provide dumpsters on site during construction unless an Encroachment Permit is obtained for placement in street.
51. 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 Water Quality Management Plan that:

- a. 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.
 - b. Incorporates the applicable Routine Source Control BMPs as defined in the DAMP.
 - c. Incorporates structural and Treatment Control BMPs as defined in the DAMP.
 - d. Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs.
 - e. Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs.
 - f. Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
52. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
- a. 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.
 - b. Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
 - c. Demonstrate that an adequate number of copies of the approved Project WQMP are available onsite.
 - d. Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
53. All trash container areas shall meet the following requirements per City of Garden Grove Standard B-502:
- a. 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 offsite transport of trash.
- b. Provide solid roof or awning to prevent direct precipitation.
 - c. Connection of trash area drains to the municipal storm drain system is prohibited.
 - d. Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control.
 - e. See CASQA Storm Water Handbook Section 3.2.9 and BMP Fact Sheet SD-32 for additional information.
 - f. The trash shall be located to allow pick-up and maneuvering, including turnarounds, in the area of enclosures.
54. **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.
55. **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.
56. The applicant and his contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties (centerline and corner) and benchmarks located within the limits of the project. If any of the above require removal, relocation or resetting, the Contractor shall, prior to any construction work, and under the supervision of a California licensed Land Surveyor, establish sufficient temporary ties and benchmarks to enable the points to be reset after completion of construction. Any ties, monuments and bench marks disturbed during construction shall be reset per Orange County Surveyor Standards after construction. Applicant and his contractor shall also re-set the tie monuments where curb or curb ramps are removed and replaced or new ramps are installed. The applicant and his contractor shall be liable for, at his expense, any re-survey required due to

its negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

57. 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.
58. 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. The location, color and material of all proposed block walls, columns, and wrought iron fencing shall be approved by the Planning Services Division Prior to installation.
59. The applicant shall identify a temporary parking site(s) for construction crew and construction trailers office staff prior to issuance of a grading permit. No construction parking is allowed on local streets.
60. Prior to issuance of a grading permit, the applicant submit and obtain approval of a worksite traffic control plan, satisfactory to the City Traffic Engineer.
61. Heavy construction truck traffic and hauling trips should occur outside peak travel periods. Peak travel periods are considered to be from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.
62. Any required lane closures should occur outside of peak travel periods.
63. Construction vehicles should be parked off traveled roadways in a designated parking area.
64. Prior to issuance of a grading permit, the applicant shall provide a hydrological analysis with scaled map and calculations and hydraulic calculations to size storm drains per the 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. Additionally, the project is located in a mapped FEMA

flood zone. The project shall comply with all FEMA requirements for flood protection and flood proofing.

65. The applicant shall remove the existing landscape within sidewalk area along Harbor Boulevard and Twintree Lane and construct street frontage improvements as identified below. All landscape, sidewalk and lighting improvements 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 Services Division. A separate street improvement, striping and signal plans shall be prepared for Harbor Boulevard and Twintree Lane and submitted to the engineering department for improvements within the City right-of-way.

Harbor Boulevard

- a. The applicant shall remove the existing sidewalk on Harbor Boulevard along the property frontage and construct an eight-foot decorative Alicante patterned sidewalk per City Standard Plan B-137 consistent with the existing sidewalk in the Harbor resort area, in a manner meeting the approval of the City Engineer. Said sidewalk shall be separated from the street curb by a seven-foot landscaped area designed in a manner consistent with the existing landscaping within the resort area meeting the approval of the Planning Services Division Manager.
- b. The applicant shall construct a traffic signal at the intersection of Harbor Boulevard and the project main entrance in a manner meeting the approval of the City Traffic Engineer. The new traffic signal shall include protected left turn phasing and U-Turns for northbound and southbound movements on Harbor Boulevard and allow U-Turn per approved traffic study. A striping plan is required as part of new signal design for the main entrance on Harbor Boulevard to facilitate the proposed crosswalks and relocation of striping.
- c. The applicant shall convert exiting pedestrian signal to a traffic signal at the intersection of Harbor Boulevard and Twintree Lane in a manner meeting the approval of the City Traffic Engineer. A striping plan is required for Harbor Boulevard and Twintree Lane signal modification to facilitate the proposed crosswalks and relocation of striping.
- d. The applicant shall design and reconstruct portion of the existing raised median on Harbor Boulevard per City Standard Plan B-112 (Type A-8) to facilitate ingress and egress at the project main entrance in a manner meeting the approval of the City Traffic Engineer. Said

improvements shall include a 200-foot southbound left turn pocket with a 90-foot taper to provide a full access to the site.

- e. The applicant shall design and construct northbound right turn pocket on Harbor Boulevard to facilitate ingress at the project main entrance in a manner meeting the approval of the City Traffic Engineer. Said improvements shall include a 100-foot northbound right turn pocket with a 60-foot taper and removal/reconstruction of the sidewalk, curb and gutter.
- f. Prior to occupancy, the applicant shall design and construct raised island improvements at the main entrance on Harbor Boulevard to improve on site traffic circulation to be approved by the City Traffic Engineer.
- g. The applicant shall remove all substandard driveway approaches (five total) and existing landscaping on Harbor Boulevard and construct new curb, gutter, landscape and sidewalk per approved street improvement plan.
- h. The applicant shall design the throat at the main entrance with a minimum of ninety (90) feet of uninterrupted ingress access from the curb face of Harbor Boulevard onto the site per approved traffic study. Any deviation from the suggested ingress access length shall be approved by the City Traffic Engineer.
- i. Any further deviation from the approved non-standard circle at the main entrance to the site on Harbor Boulevard shall be approved by the City Traffic Engineer.
- j. The two new driveway approaches to the site on Harbor Boulevard 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 requiring approval by the City Traffic Engineer and detailed on the street improvement plan showing all modifications.
- k. The project main entrance shall be aligned with the existing Sheraton Hotel Driveway across Harbor Boulevard per approved traffic study.
- l. The southerly drive approach on Harbor Boulevard should be limited to right turn-out only access per approved traffic study. The drive approach shall be designed in a manner to allow emergency vehicle access.

- m. The applicant shall modify existing bus pad on Harbor Boulevard to adequately fit between southerly driveway approach and north bound right turn pocket per City of Garden Grove Standard Plan B-126.
- n. The applicant shall cold mill (grind) existing asphalt pavement 3-inch uniform depth and replace with 3-inch of asphalt surface course from the edge of the easterly gutter to the median along the property frontage per City Specifications and the direction of the City Engineer.
- o. The applicant shall construct 8-inch curb and gutter replacing the driveway approaches along the property frontage at 47' from centerline in accordance with City Standard Plan B-113 (Type C-8 Modified).
- p. Four new wheelchair ramps and landings shall be constructed per latest Caltrans Standard Plan A88A at the new drive approached on Harbor Boulevard.
- q. The applicant shall coordinate the location of all new water meters, backflow preventers and backflow devices to be placed in sidewalk/landscape area on Harbor Boulevard with Planning Services Division and Water Division.
- r. Any proposed new landscaping in public right of way shall be consistent with the existing landscaping with the resort area south of the project site and approved by Planning Services Division.
- s. The applicant shall dedicate 10-feet of right-of-way at the project main entrance per Tentative Tract Map No. 17455.
- t. The Applicant shall reserve or grant to the City an easement behind the ultimate right-of-way boundary along Harbor Boulevard for public sidewalk, parkway, traffic signal equipment, utilities, and related purposes per Tentative Tract Map No. 17455.

Twintree Lane

- a. The applicant shall remove the existing sidewalk on Twintree Lane along the property frontage and construct a six-foot decorative Alicante patterned sidewalk per City Standard Plan B-137 consistent with the existing sidewalk in the Harbor resort area, in a manner meeting the approval of the City Engineer. Said sidewalk shall be separated from the street curb by a six-foot landscaped area designed in a manner meeting the approval of the Planning Services Division Manager.

- b. The applicant shall remove all substandard driveway approaches (five total) on Twintree Lane and construct new curb, gutter, landscape and sidewalk per approved street improvement plan.
 - c. The new driveway approach to the site on Twintree Lane shall be constructed in accordance with City of Garden Grove Standard Plan B-121. Standard Plan B-121 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.
 - d. The new drive approach on Twintree Lane shall be limited to right turn-out and left turn-in only access per approved traffic study. The drive approach shall be designed in a manner to allow emergency vehicle access.
 - e. The applicant shall construct 6-inch curb and gutter replacing the driveway approaches along the property frontage at 18' from centerline in accordance with City Standard Plan B-114 (Type D-6).
 - f. Two new wheelchair ramps and landing shall be constructed per latest Caltrans Standard Plan A88A at the new drive approach on Twintree Lane.
 - g. The applicant shall coordinate the location of all new water meters, backflow preventers and backflow devices to be placed in sidewalk area on Twintree Lane with Planning Services Division and Water Division.
 - h. Any proposed new landscaping in public right-of-way shall be approved by Planning Services Division and maintained by the owner.
66. Nothing in these Supplemental Conditions of Approval or the PUD Performance Standards shall be interpreted or applied to alter the rights and obligations of the parties pursuant to that certain Grove District Resort Hotel Development Agreement dated as of April 9, 2013, by and between the City of Garden Grove and Land & Design, Inc., as subsequently amended, including, without limitation, the City's responsibility for costs associated with installation and completion of "Offsite Infrastructure," as defined in said Agreement.

EXHIBIT "D"

PERIODIC REVIEW PROCESS AND PROCESS FOR MODIFIATION OR TERMINATION OF AGREEMENT

Purpose. This Exhibit D sets forth the process and procedures for conducting the Periodic Review pursuant to Section 13 of the Development Agreement and for modification and termination of the Development Agreement.

1. Submission of Evidence of Good Faith Compliance. Each year, not less than ninety (90) days prior to the yearly anniversary of the Effective Date, DEVELOPER shall submit a written report to the CITY's Director of Community and Economic Development ("Director") on the status of its compliance with the substantive terms of this Development Agreement. Such report shall be in a form which the Director may reasonably establish. During each periodic review, DEVELOPER shall be required to demonstrate good faith compliance with the terms of the Development Agreement. DEVELOPER agrees to furnish such reasonable evidence of good faith compliance as CITY, in its reasonable discretion, may require.

2. Director's Determination. On or before yearly anniversary of the Effective Date, the Director shall make a determination regarding whether or not DEVELOPER has complied in good faith with the provisions and conditions of this Development Agreement. The Director may, at his/her discretion or at the request of the DEVELOPER, host a public information meeting regarding compliance with this Development Agreement. The determination of compliance shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to DEVELOPER in the manner prescribed in Section 18 of the Development Agreement.

3. Failure to Conduct Annual Review. The failure of the Director to conduct the annual review shall not constitute or be asserted by either party as a breach of the Development Agreement by the other party.

4. Period To Cure Non-Compliance. If, as a result of this Annual Review procedure, it is found and determined by the Director that DEVELOPER has not complied in good faith with the provisions and conditions of this Development Agreement, the CITY shall submit to DEVELOPER, by registered or certified mail, return receipt requested, a written notice of non-compliance stating with specificity those obligations of DEVELOPER which have not been performed. Upon receipt of the notice of non-compliance, DEVELOPER shall promptly commence to cure the identified items of non-compliance at the earliest reasonable time after receipt of the notice of non-compliance and shall complete the cure of such items of non-compliance not later than forty-five (45) days after receipt of the notice of non-compliance, or such longer period as is reasonably necessary to remedy such items of non-compliance, provided that DEVELOPER shall continuously and diligently pursue such remedy at all times until such item of non-compliance is cured.

5. Failure To Cure Non-Compliance Procedure. If the Director finds and determines that DEVELOPER, or its successors, transferees, and/or assignees, as the case may be, has not cured or timely commenced to and pursued the cure of an item of non-compliance, and that the CITY intends to terminate or modify this Development Agreement, the Director shall then set a date for a public hearing before the Planning Commission for a recommendation to the City Council and, thereafter for consideration by the City Council in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868.

6. Termination Or Modification Of Agreement. The CITY may terminate or modify this Development Agreement, or those transferred or assigned rights and obligations, as the case may be, after a finding or determination of noncompliance by the City Council. There shall be no modifications of this Development Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868.

EXHIBIT "E"

ESTIMATED CITY DEVELOPMENT FEES (FOR REFERENCE ONLY)

SITE C - ESTIMATED DEVELOPMENT FEES (ENTIRE SITE)

BUILDING FEES (\$145,072,953.70 VALUATION)

Fee calculation breakdown (based on 2017 ICC building valuation data):

Tower A	382,749 s.f. x \$150.92/sq.ft. = \$57,764,479.08
Tower B	172,434 s.f. x \$150.92/sq.ft. = \$26,023,739.28
Tower C	118,017 s.f. x \$150.92/sq.ft. = \$17,811,125.64
Parking Structure	447,190 s.f. x \$82.63/sq.ft. = \$36,951,309.70
Restaurant Pad(s)	45,000 s.f. x \$144.94/sq.ft. = \$6,522,300.00
<u>Plan Check Fees</u>	
Building Plan review (65% of permit fee)	\$ 270,519.54
Electrical plan review (85% of permit fee)	\$ 353,756.33
Mechanical plan review (85% of permit fee)	\$ 353,756.33
Plumbing plan check (85% of permit fee)	\$ 353,756.33
Green Code plan check (10% of permit fee)	\$ 41,618.39
Plan check energy (10% of permit fee)	\$ 41,618.39
Plan check disabled (10% of permit fee)	\$ 41,618.39
Plan check flood (2% of permit fee)	\$ 8,323.67
Plan Check Subtotal	\$ 1,464,967.37
<u>Permit Fees</u>	
Issuance of permit (Bldg, Elec, Plumb, Mech)	\$70.00
Building permit fee (Based on Valuation)	\$ 416,183.92
Electrical permit (Fixture count)	\$ 18,864.52
Mechanical permit (Fixture count)	\$ 18,864.52
Plumbing permit (Fixture count)	\$ 18,864.52
Strong motion instrumentation program (CPRC section 2705)	
Com/Ind - \$28/ \$100k valuation	\$ 40,620.43
BSASRF (state) building standards administration special revolving fund	
Valuation Based \$10 +Fraction above 100k @ 25K (\$1)	\$ 5,808.91
One stop Increase building permit fees by 2%	\$ 8,323.67
Art and Public Places Fees	
Valuation based \$500k-1mil (1/4 of 1%)	\$ 290,645.90
+1mil (\$2,500 + \$500 per 1mil)	
General Plan and Cultural Arts	
Valuation Based \$2 + \$1.75 /\$1000	\$ 253,877.66
Plan Retention Fee	
\$4 per page (300 sheets)	\$1,200.00
Building permit documentation Fee	\$5
Certificate of Occupancy	
No Fee with building permit	
Permit Fee Subtotal	\$ 1,073,329.05
TOTAL ESTIMATED BUILDING DIVISION FEES	\$2,538,296.42
*School District Fee (EXCLUDED)	com/Ind \$.56 (718,200 s.f.)
	\$402,192.00

Revision 10/31/17

ENGINEERING DIVISION

GRADING PERMIT FEES



DATE of Fee Calculation: 31-Oct-17

JOB ADDRESS: Site C -Harbor/Twintree **PLANNER:** Maria Parra

APPLICANT: _____

CALCULATED BY: RJ **JOB DESCRIPTION:** _____

ESTIMATED GRADING FEES			
GRADING PERMIT FEE (B912)			\$1,000
INITIAL PLAN CHECK DEPOSIT (B913)			\$250.00
WQMP (B-904) \$135.00/hr x	<u>40</u>	hrs	\$5,400.00
ADDL TIME (B904) \$135.00/hr x	<u>20</u>	hrs	\$2,700.00
ISSUANCE (B920)			\$50.00
PARKWAY TREE (B125) \$2.50 x	<u>850</u>	FT (FRONTAGE)	\$2,125.00
IN LIEU PARK FEE (B130) \$5700X	<u>0</u>	UNITS..... x	\$0.00
WATER ASSESS-FRONT FOOTAGE (B123)	\$ <u>4.5</u>	x <u>300</u> FT	\$1,350.00
WATER ASSESS-FRONT FOOTAGE (B123)	\$ <u>8</u>	x <u>550</u> FT	\$4,400.00
WATER ASSESS-SQUARE FOOTAGE (B124)	\$ <u>950</u>	x <u>4.3</u> SF	\$4,085.00
DRAINAGE ASSESSMENT FEE (B135)	\$ <u>0.19</u>	x <u>112435</u> SF	\$21,362.65
TRAFFIC IMPACT MITIGATION (B140)			\$637,539.00
GRADING INSPECTION DEPOSIT (B929)			\$26,000.00
GARDEN GROVE SANITARY DISTRICT (B139)			\$66,000.00
ORANGE COUNTY SANITARY DISTRICT (B137)			_____
High Demand for Restaurant	Average demand for Hotel	credits to be applied	
ESTIMATED TOTAL			\$772,261.65

This is only an estimate. The actual fees will be determined upon receiving an approved grading, water/sewer, and street improvement plan.

Building Fees		
Plan Check Submittal	\$	1,464,967.37
Permit Fee Subtotal	\$	1,073,329.05
A Total Estimated Building Division Fees	\$	2,538,296.42
Engineering Division - Grading Permit Fees		
B Estimated Total	\$	772,261.65
(A+B) Building & Engineering Total Fees	\$	3,310,558.07