

Chicago Title

RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)

Garden Grove Agency for)
Community Development)
11222 Acacia Parkway)
Garden Grove, California 92840)
Escrow No. 203023300-M19)
Order No. 203018113-M13)

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



NO FEE

20010165324 08:00am 03/22/01

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This document exempt from recording fees pursuant to
Government Code §27383.

SIGN EASEMENT GRANT

THIS SIGN EASEMENT GRANT (the "Easement Grant"), dated as of January 18, 2001, is made by and between **JMV'S FAMILY CHEVROLET, INC.**, a Delaware corporation (the "Dealer"), and the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body corporate and politic (the "Agency").

RECITALS

The following recitals of fact are a material part of this instrument:

A. The Agency and the Dealer entered into a certain Purchase and Sale Agreement, dated November 28, 2000, whereby the Agency conveyed to the Dealer a certain one acre parcel of real property located at N/A Trask Avenue in the City of Garden Grove (the "Site"). The Site is more particularly described in the Legal Description attached hereto as Exhibit A and incorporated herein, and is depicted in the Site Map attached hereto as Exhibit B and incorporated herein.

B. The Agency has constructed on the Site a general purpose freeway identification sign (the "Signage"). The "Easement Premises" on which such signage is located is legally described in Exhibit A and depicted in Exhibit B.

C. Dealer wishes to grant and Agency wishes to receive an easement over, under and across the Easement Premises, on the terms and conditions provided.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grant of Easement. Dealer hereby grants to Agency, its heirs and assigns, a nonexclusive easement over the Easement Premises (the "Easement") for the erection, repair, renovation and maintenance of the Signage, including ingress and egress of persons, vehicles and equipment, all on and subject to the terms and conditions herein provided. The Agency shall give notice to Dealer not less than forty-eight (48) hours prior to accessing the Easement Premises and the Signage, except in cases of emergency. The Agency shall own the Signage located upon the Easement Premises. The Easement shall be perpetual, provided that the Easement shall terminate

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upon the date the Agency permanently removes the Signage. In the event that the Signage is acquired or required to be removed as a result of the exercise of eminent domain, the Dealer and the Agency shall relocate the Easement Premises to another mutually agreeable portion of the Site, and the Agency shall be entitled to relocate the Signage or construct new Signage on the relocated Easement Premises. Promptly after the relocation of the Easement Premises, the Dealer and the Agency shall execute and record an appropriate written document which memorializes the relocation of the Easement Premises.

2. Dealer's Use of Easement Premises. Exclusive use of the Easement Premises is not hereby granted, and Dealer hereby expressly reserves the right to use the Easement Premises for any use or purpose that does not adversely affect Agency's use of and access to the Signage, and other enjoyment of the Easement Premises pursuant to this Easement Grant. Subject to the foregoing limitations, Dealer's right of use of the Easement Premises includes, but is not limited to, (i) the right to grant any other person or persons the right to use the Easement Premises in common with Dealer and Agency, (ii) the right from time to time to grade, change the grade of, surface, landscape and otherwise improve the Easement Premises and remove and dispose of soil therefrom and cut trees and brush thereon, and (iii) the right to use the Easement Premises, and from time to time to grant to others the right to use the Easement Premises, for the purposes of installing, maintaining, replacing, removing and using pipes, drains, water mains and related equipment, gas pipes, electric light, power and telephone wires with the necessary poles or conduits (all of which shall remain the property of the persons installing the same). Dealer shall not construct, install or maintain any building, lights, flag pole, sign, wall, landscaping or other structure or barrier on the Easement Premises or the Site which would in any way obscure the visibility of the Signage from the Garden Grove Freeway in the vicinity of the Signage, or would interfere with the Agency's ability to access the Easement Premises and the Signage from Trask Avenue.

3. Signage Specifications. The Agency may replace, renovate, rehabilitate or otherwise modify the Signage, in its sole discretion. In the event that the Signage is damaged or destroyed, Agency shall be entitled to reconstruct the Signage in accordance with the current design of the Signage, or such other specifications in the sole and absolute discretion of the Agency, provided that such signage does not materially adversely affect the Dealer's use of the Site. In the event that the Signage is damaged or destroyed and the Agency elects not to reconstruct the Signage, Agency shall promptly demolish and clear the Signage or cause the Signage to be demolished and cleared, at the expense of Agency.

Agency covenants and agrees that:

(a) All work performed by Agency hereunder ("Work") shall be done in a sound and workmanlike manner, in compliance with all applicable laws, ordinances, rules and regulations.

(b) All Work shall be performed as expeditiously as possible and with as little disturbance as reasonably possible to the occupants of the Site.

(c) Upon the completion of any Work, Agency shall immediately restore the land on which such Work is performed to substantially the same condition it was in prior to the commencement of such Work.

(d) Agency shall keep the Site free of mechanic's liens and similar liens arising by reason of any Work.

4. Operation and Maintenance. The Agency shall maintain the Signage in good condition and repair.

5. Indemnification. Agency hereby agrees to, and does hereby, indemnify and hold Dealer harmless from any liability or responsibility whatsoever for any damage or injury of any kind whatsoever to any person or property by reason of Agency's construction or maintenance of the Signage (or any party constructing or maintaining the Signage by virtue of the rights granted to Agency hereunder). Notwithstanding the foregoing, Agency shall not be required to indemnify and hold Dealer harmless from any liability or responsibility for any damage or injury of any kind whatsoever to any person or property resulting from the negligent acts or omissions or willful misconduct of Dealer or its officers, employees, representatives, agents, customers or invitees.

6. Running of Benefits and Burden. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto, Notwithstanding the foregoing, this Easement Grant and the rights hereunder are personal to the parties and may not be assigned or transferred without the other party's prior written consent, which may not be unreasonably withheld; provided, however, that the Agency's rights and responsibilities under this Easement Grant may be assigned by Agency to the City of Garden Grove without Dealer's consent.

7. No Warranties. Agency acknowledges that this Easement Grant is made by Dealer without representation or warranty, express or implied.

8. Termination of Covenant Liability. Whenever a transfer of ownership of the Site takes place, liability of the transferor for breach of covenant occurring thereafter shall automatically terminate.

9. Notices. Any notices pursuant to this Easement Grant shall be in writing and sent (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

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

To Dealer: JMV's Family Chevrolet, Inc.
 c/o Nicholas Chevrolet
 10150 Trask Avenue
 Garden Grove, California 92843

10. Attorney Fees. In the event any action is taken pursuant to this Easement Grant, the prevailing party shall be entitled to recover its actual attorney's fees and costs.

11. Entire Agreement. This Easement Grant constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned

herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

12. Time of Essence. Time is of the essence of every portion of this Easement Grant in which time is a material part.

13. Governing Law. This Easement Grant shall be construed in accordance with the laws of the State of California.

14. Implementation of Agreement. The Agency shall maintain authority to implement this Easement Grant through the Agency Director (or his duly authorized representative). The Agency Director shall have the authority to issue interpretations, waive provisions, and/or enter into certain amendments of this Easement Grant on behalf of the Agency so long as such actions do not materially or substantially change the uses permitted hereunder, or add to the costs incurred or to be incurred by the Agency as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform. All other materials and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the Agency Board.

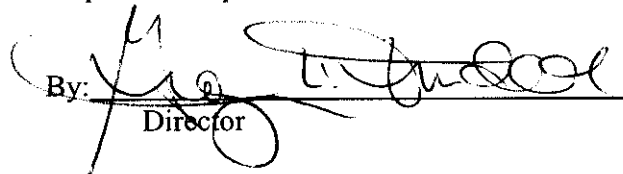
15. Waivers. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained.

16. Amendments. This Easement Grant may not be modified or amended except by a writing signed by both parties.

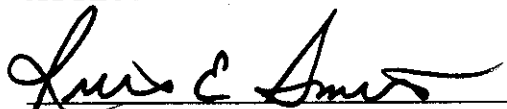
IN WITNESS WHEREOF, the parties have executed this Easement Grant as of the day and year first above written.

AGENCY:

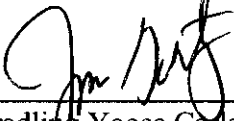
**GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT**, a public body,
corporate and politic

By: 
Director

ATTEST:


Agency Secretary

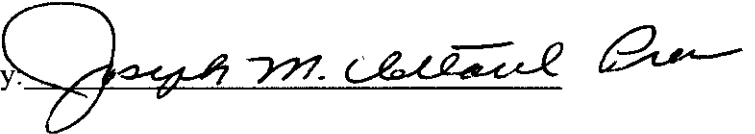
APPROVED AS TO FORM:



Stradling Yocca Carlson & Rauth,
Agency Special Counsel

DEVELOPER:

JMV'S FAMILY CHEVROLET, INC., a Delaware
corporation

By:  _____

By: _____

EXHIBIT A
LEGAL DESCRIPTION

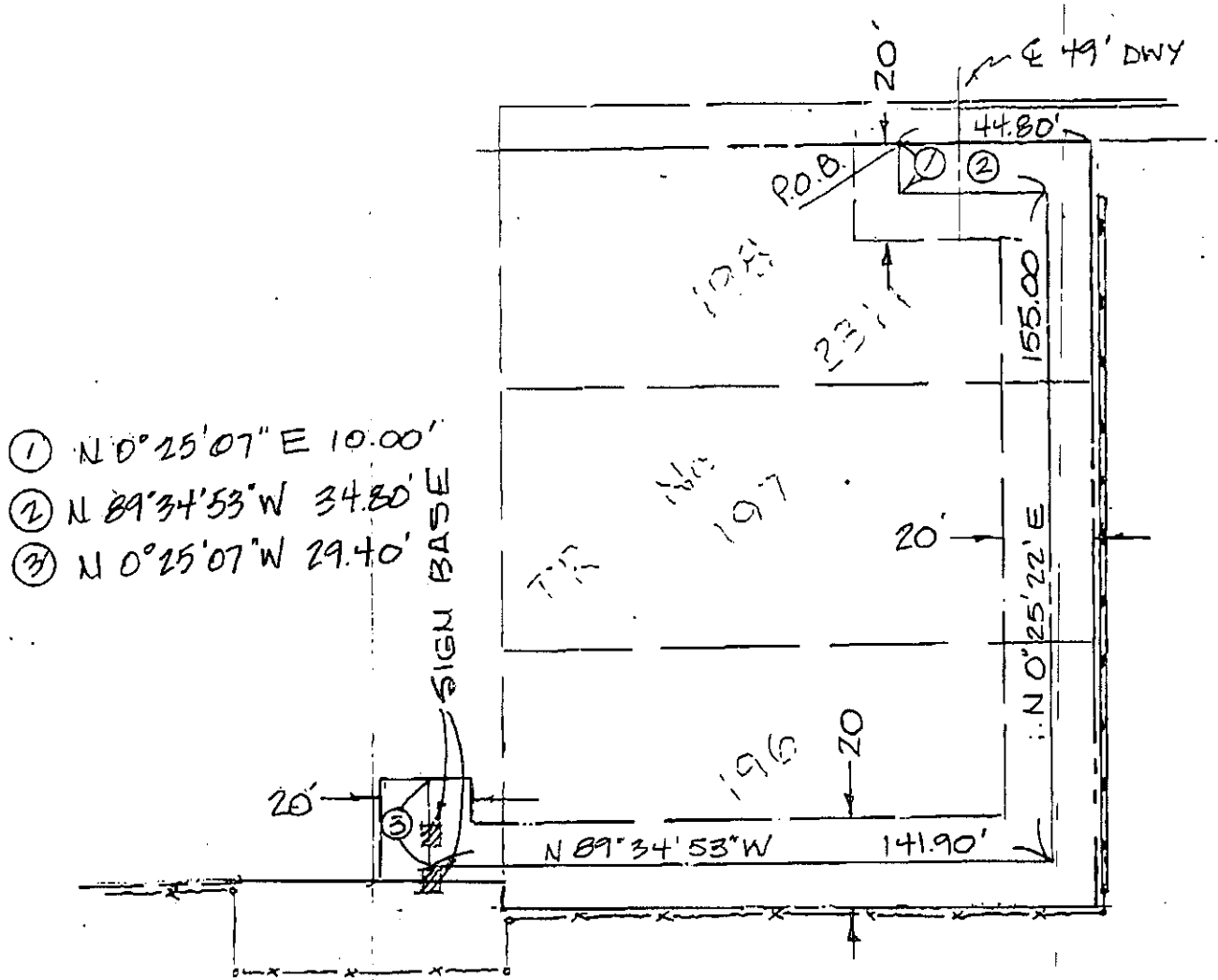
SIGN ACCESS/MAINTENANCE EASEMENT

A 20.00 foot wide strip over a portion of Parcel 1 of Parcel Map No. 2000-250 in the City of Garden Grove, County of Orange, State of California as filed in book ____ pages _____ and _____ of Parcel Map in the office of the County Recorder of said County, the centerline of said strip described as follows:

Beginning at a point on the north line of said Parcel 1, said point being north 89°34'53" west 44.80 feet from the northeast corner of said Parcel 1; Thence south 0°25'07" west 10.00 feet; Thence south 89°34'53" east 34.80 feet; Thence south 0°25'22" west 155.00 feet; Thence north 89°34'53" west 141.90 feet; Thence north 0°25'07" east 29.40 feet.

The sidelines of said strip are to be lengthened and/or shortened to form a continuous strip.

EXHIBIT B
MAP OF EASEMENT PREMISES

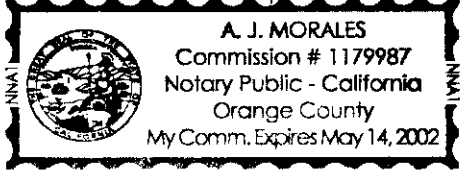


- ① $N 0^{\circ} 25' 07'' E$ 10.00'
- ② $N 89^{\circ} 34' 53'' W$ 34.80'
- ③ $N 0^{\circ} 25' 07'' W$ 29.40'

STATE OF CALIFORNIA)
) ss.
 COUNTY OF ORANGE)

On January 18, 2001, before me, A. J. MORALES, Notary Public,
(Print Name of Notary Public)
 personally appeared JOSEPH M. VOLTABELL

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



WITNESS my hand and official seal.

[Signature]
 Signature Of Notary
A. J. MORALES

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
 Corporate Officer
- _____ Title(s)
- Partner(s) Limited
 General
- Attorney-In-Fact
 Trustee(s)
 Guardian/Conservator
 Other: _____

_____ Title Or Type Of Document

_____ Number Of Pages

Signer is representing:
 Name Of Person(s) Or Entity(ies)

_____ Date Of Documents

_____ Signer(s) Other Than Named Above

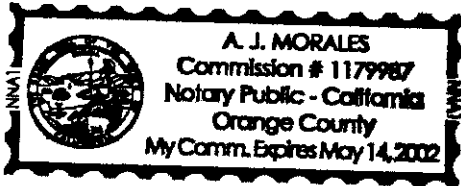
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ORANGE } ss.

On JAN. 18, 2001, before me, A. J. MORALES, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared GEORGE L. TINDALL,
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public
A. J. MORALES

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

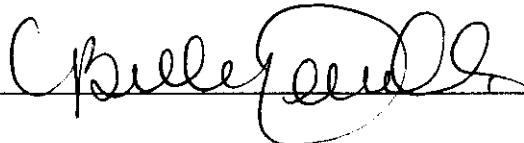
Signer Is Representing: _____



I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: A. J. MOYALLES
Date commission expires: 5-14-2002
Commission number: 1179987
Vendor number: NNAI
County where bond is filed: ORANGE

Place of execution: Irvine, CA
Date: 3-21-01

By: 

Chicago Title Company