

**EXCHANGE, DISPOSITION AND COOPERATION AGREEMENT
WITH ESCROW INSTRUCTIONS FOR
EXCHANGE OF REAL PROPERTY**

This **EXCHANGE, DISPOSITION AND COOPERATION AGREEMENT WITH ESCROW INSTRUCTIONS FOR EXCHANGE OF REAL PROPERTY** ("Exchange Agreement") is entered into as of December 17, 2019 by and between the City of Garden Grove, a California municipal corporation ("City") and the Garden Grove Housing Authority, a public body, corporate and politic ("Housing Authority"). Each of the City and Housing Authority is a "Party" and together the "Parties".

RECITALS

A. The Housing Authority is a public body corporate and politic formed and operating under the California Housing Authorities Law, Health and Safety Code Section 34200, *et seq.* ("HAL").

B. The City is a California municipal corporation and general law city.

C. The Housing Authority is the fee owner of certain real property located at 10936, 12892, 12942 Acacia Parkway, Garden Grove, California APNs: 089-213-02, 089-213-28, 089-213-29, 089-213-31, 089-213-32 AND 089-213-36 (together, "HA Property") as proposed hereunder to be exchanged and conveyed by the Housing Authority to the City for public purposes, which HA Property is legally described in the attached Exhibit A-1.

D. The HA Property is located at southeast corner of Acacia Avenue and Grove Avenue, extending southerly to Garden Grove Boulevard; has approximately 1.7 acres or about 74,052 square feet of land area; the property has a double corner location on two secondary streets and one primary street; and, is currently improved with a public parking lot.

E. The HA Property has been appraised by an independent professional appraiser, which appraisal dated as of November 18, 2019, which concludes a range of fair market value under two scenarios: (i) land value, "As-If" the site is re-zoned by the City as CC-3: \$5,330,000; and (ii) land value "As-Is" assuming PUD (M) zone with change to CC-3 designation: \$4,800,000.

F. The City is the owner of certain real property located at 11391 Acacia Parkway, Garden Grove, California (APN 090-154-57 (portion)) (herein, "City Property") as proposed hereunder to be exchanged and conveyed by the City to Housing Authority for affordable housing purposes under HSC Section 34312.3(b), which City Property is legally described in the attached Exhibit A-2.

G. The City Property is located at the northwest corner of Acacia Parkway and Eighth Street in the Civic Center area and the site of the former city hall; is approximately 1.57 acres or about 68,388 square feet of land area; has a corner location on two secondary streets; is generally rectangular in land configuration; and is currently improved with adjoining buildings, one totaling 8600 sq. ft. and a smaller 4800 sq. ft. building, totaling approximately 13,400 sq. ft.

H. The City Property is subject to a lease agreement between the City, as landlord, and North County Senior Services, LLC, as "Tenant" (formerly Acacia Adult Day Services), which lease,

as amended, was approved by the City Council on and is dated as of November 26, 2019 and became effective on December 1, 2019 (“Acacia Lease”). Tenant is managed by Alzheimer's Orange County, a California nonprofit corporation, which operates Acacia Adult Day Services to provide care services for senior citizens with illnesses or disabilities or who are otherwise in need of limited supervision. The rent due under the Acacia Lease is nominal at \$1.00/year.

I. The City Property has been appraised by an independent professional appraiser, which appraisal is dated as of November 18, 2019 and concludes the fair market value of the Unencumbered Fee Simple Interest is \$4,855,000. Also, the independent appraisal presents an alternate valuation of the City Property, as encumbered by the Acacia Lease, at \$890,000.

J. The appraiser's conclusion of the Unencumbered Fee Simple Interest value of \$4,855,000 assumes for valuation purposes that the Acacia Lease would be terminated at a future date. In this regard, both Landlord and Tenant each have the right to terminate the Acacia Lease under Section 3(b) thereof, by issuance of a 270-day notice of termination by one party to the other, at which time the City Property would revert to the fee owner and would be available for a highest and best use development, including an affordable housing project. Based on the current zoning, the maximum residential density is 42 units/acre, which would allow approximately 66 housing units on the 1.57-acre parcel.

K. Under this Exchange Agreement, and the General Assignment, in the form Exhibits D-1 and D-2, the Housing Authority will assume the existing Acacia Lease, which allows continued operation of the existing adult day care services use until either party may elect to terminate the tenancy thereunder as described above.

L. City and Housing Authority are informed that Tenant is so successful in serving the community that current operations are at or above capacity in providing care services for senior citizens with illnesses or disabilities or who are otherwise in need of limited supervision. In this regard, the City and Tenant have communicated, and will continue to communicate, about potential alternate sites for Acacia Adult Day Care operations, which will be in the best interests of the community. Concurrently and over time, the Housing Authority desires to cooperate with the City and Tenant as well as seek and evaluate development proposals for construction and operation of an affordable housing project on the City Property under and subject to the requirements of the HAL, Dissolution Law and other applicable laws.

M. The HA Property and the City Property are depicted on the Site Map, attached as Exhibits B-1 and B-2, respectively.

N. By this Exchange Agreement, the Housing Authority desires and intends to exchange and convey the HA Property to the City, and the City desires and intends to exchange and convey the City Property to the Housing Authority.

O. Prior to February 1, 2012, the Garden Grove Agency for Community Development (“Former Agency”) was a community redevelopment agency duly organized and existing under the California Community Redevelopment Law (HSC Section 33000, *et seq.*), and was authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”).

P. Assembly Bill x1 26, chaptered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the HSC that caused the dissolution of all California redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484, chaptered and effective on June 27, 2012 (together, the “Dissolution Law”); and on and as of February 1, 2012 the Former Agency was dissolved under the Dissolution Law.

Q. On January 17, 2012, the City Council adopted Resolution No. 9089-12 by which the City declined to assume the housing assets and responsibility to perform the housing functions performed previously by the Former Agency and designated the Housing Authority to serve and act as the “housing successor” under HSC Section 34176(b).

R. On January 24, 2012, the Housing Authority by motion and unanimous vote accepted the rights, powers, assets, liabilities, duties and obligations associated with the housing functions of the Former Agency (at that date still the Garden Grove Agency for Community Development pre-dissolution.)

S. On March 28, 2012 by Resolution No. 2-12, the Oversight Board to the Successor Agency to the Garden Grove Agency for Community Development determined and affirmed that the Former Agency’s housing assets and housing functions were transferred to the Garden Grove Housing Authority, acting as Housing Successor, on and as of February 1, 2012 and affirmed that the Housing Authority, acting as Housing Successor, has all rights, powers, duties and obligations relating to the housing assets and functions of the Former Agency under the Dissolution Law.

T. Under HSC Section 34176(a)(2), the Housing Authority, as housing successor to the Former Agency, prepared a Housing Asset Transfer Schedule (“HAT”) and submitted the HAT to the State of California, Department of Finance (“DOF”) for review and approval. On August 30, 2012, the DOF approved the HAT with certain modifications that are unrelated to the HA Property. The approved HAT includes the subject HA Property and thereby is a DOF-approved housing asset under the Dissolution Law and asset of the Housing Authority under the HAL.

U. Therefore, on, as of, and ongoing the Housing Authority by operation of law, in particular under the Dissolution Law Sections 34176 and 34176.1, has been vested with the ownership and control of the housing assets, including without limitation the HA Property that is the subject of this Exchange Agreement.

V. The Exchange and conveyance of the HA Property by the Housing Authority to City is subject to the provisions of HSC Sections 34312.3(b) and 33431. In implementation thereof, the City Council and Housing Authority have held a public hearing at a duly noticed special joint meeting and considered and approved this Exchange Agreement. A summary report about the HA Property was prepared and made available to the public along with this Exchange Agreement and were presented to the City Council and Housing Authority in their respective consideration of this Exchange Agreement.

W. In connection with the Exchange, the Housing Authority covenants that the City Additional Consideration paid by City to Housing Authority hereunder shall be deposited into the Housing Authority’s low to moderate income housing asset fund (“LMIHAF”) immediately after the Closing described herein, and such funds will be administered by the Housing Authority in compliance with the HAL, the Dissolution Law, in particular HSC Section 34176.1, and other applicable laws and regulations.

X. The City and Housing Authority desire to set forth the terms and conditions of the exchange of the HA Property and City Property, including financial terms, escrow and title provisions, and timing therefor.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Housing Authority agree as follows:

1. Recitals Incorporated. The Recitals set forth above (a) are an integral part of this Exchange Agreement, (b) set forth the intentions of the City and Housing Authority and the basis under which the Parties have decided to enter into this Exchange Agreement, and (c) are hereby incorporated by reference into this Exchange Agreement.

2. Exchange. City agrees to convey the City Property to the Housing Authority and the Housing Authority agrees to convey the HA Property to City in exchange (“Exchange”) on the terms and conditions set forth in this Exchange Agreement.

3. Consideration. As additional consideration for the Exchange, City shall pay to Housing Authority at the Closing an amount equal to the difference between the highest appraised value of the HA Property (\$5,330,000) and the highest appraised value of the City Property (\$4,855,000), which amount is Four Hundred and Seventy-Five Thousand Dollars (\$475,000.00) *plus* all Closing costs incurred for the Exchange transaction (together, “City Additional Consideration”).

4. Escrow and Closing.

(a) **Escrow Holder and Title Company.** City shall cause the opening of an escrow to complete the Exchange (“Escrow”) with Fidelity National Title Company (“Escrow Holder”), and Fidelity National Title Company shall be the title company (“Title Company”) that issues each Party, respectively, a CLTA standard buyer/owner’s policy of title insurance with coverage of each in the respective amount of the highest appraised value of the City Property and the HA Property (each a “Buyer’s Policy”).

(i) Escrow Holder and Title Company’s address is: 4400 MacArthur Blvd., Suite 200, Newport Beach, CA 92660, Escrow Officer: Major Accounts and Title Officer: Thomas Szopinski.

(b) **Escrow.** For purposes of this Exchange Agreement, the Escrow shall be deemed opened (“Opening of Escrow”) on the date that Escrow Holder receives (i) a fully executed and attested copy of this Exchange Agreement. City and Housing Authority shall use their best efforts to cause the Opening of Escrow to occur on or before December 19, 2019, which date is the second business day after the Effective Date. City and Housing Authority agree to execute, deliver and comply with any reasonable or customary supplemental escrow instructions or other instruments reasonably required by Escrow Holder to consummate the Exchange transaction contemplated by this Exchange Agreement; provided, however, no such instruments shall conflict with, amend or supersede any portion of this Exchange Agreement. If there is any conflict or inconsistency between the terms of such instruments and the terms of this Exchange Agreement, then the terms of this Exchange Agreement shall control.

(c) Closing. For purposes of this Exchange Agreement, the “Closing” shall be the date that each of the HA Property Grant Deed and the City Property Grant Deed are recorded in the Official Records, County of Orange, State of California (“Official Records”) but such Closing shall occur later than December 31, 2019 (“Outside Closing Date”). Unless changed in writing by the Parties, the Closing shall occur on or before the Outside Closing Date, subject to City and Housing Authority’s rights to terminate this Exchange Agreement as set forth herein.

(d) Deeds. The grant deed conveying the HA Property by the Housing Authority to the City with a certificate of acceptance (“HA Property Grant Deed”) is attached as Exhibit C-1, and the grant deed conveying the City Property by the City to the Housing Authority with a certificate of acceptance (“City Property Grant Deed”) is attached as Exhibit C-2. The HA Property Grant Deed and the City Property Grant Deed are collectively referred to herein as the “Deeds”.

(e) Remedies. If, prior to the Closing, any Party defaults in any of its obligations under this Exchange Agreement, or breaches any of its representations or warranties set forth in this Exchange Agreement, then any non-defaulting Party may: (i) terminate this Exchange Agreement by delivery of written notice to the other Party and to Escrow Holder in which event no Party shall have any further obligations or liability to the other, (ii) seek specific performance of this Exchange Agreement, or (iii) pursue any other remedies available at law or in equity.

5. Conditions Precedent and Termination Right. The Closing and the Parties’ obligation to consummate the Exchange transaction contemplated by this Exchange Agreement are subject to the timely satisfaction or written waiver of the following “Conditions Precedent”.

(a) Representations and Warranties. All representations and warranties of each of the Parties set forth in this Exchange Agreement shall be materially true and correct as of the date made and as of the Closing with the same effect as if those representations and warranties were made at and as of the Closing.

(b) No Default. As of the Closing, no Party shall be in default in the performance of any material covenant or agreement to be performed under this Exchange Agreement.

(c) Buyer’s Policies. Each Party’s respective Buyer’s Policy shall be ready to issue on or before the Outside Closing Date by the Title Company. City agrees to pay for each Party’s Buyer’s Policy, which shall be a CLTA standard coverage owner’s policy of title insurance with each policy showing fee title to City’s and Housing Authority’s respective interests from the Exchange, and subject only to the (i) the standard, preprinted exceptions thereto; (ii) liens to secure payment of real estate taxes and assessments, if any, not yet delinquent and subject to City and Housing Authority’s status as local government entities that are exempt from payment of property taxes and assessments; (iii) the Acacia Lease as to the City Property; and (iv) those matters approved in writing by City and Housing Authority. City and Housing Authority each shall have the right, at their sole cost and expense, to obtain coverage beyond that offered by a CLTA standard coverage policy; provided, however, the ability to obtain such extended coverage shall not be a contingency hereunder and shall in no way be conditioned or contingent upon obtaining such extended coverage.

6. Deliveries to Escrow Holder.

(a) Delivered Documents. On or before one (1) business day prior to the date set for Closing, each Party shall each deposit or cause to be deposited with Escrow Holder the following

items, duly executed, attested and, as applicable, acknowledged by a notary, by City and Housing Authority (together, “Delivered Items”):

(i) HA Property Grant Deed. The HA Property Grant Deed conveying the HA Property to the City, which shall be delivered to Escrow Holder with Housing Authority as grantor and City as grantee.

(ii) City Property Grant Deed. The City Property Grant Deed conveying the City Property to the Housing Authority, which shall be delivered to Escrow Holder with City as grantor and Housing Authority as grantee.

(iii) General Assignment. General Assignments in the form attached hereto as Exhibit D-1 and D-2 (“General Assignment”) for the HA Property and the City Property, one (1) from each of City and Housing Authority, respectively, including without limitation assignment of the Acacia Lease by City to Housing Authority.

(A) City shall send written notice to Tenant informing Tenant of the assignment of the Acacia Lease.

(iv) City Additional Consideration. City shall deliver and pay into Escrow not less than one business day prior the Closing the City Additional Consideration (\$475,000 plus costs incurred for the Escrow and Title Company in connection with this Exchange transaction and Exchange Agreement.)

(v) FIRPTA. A Transferor’s Certification of Non-Foreign Status, as and if applicable, (“FIRPTA Certificate”), one (1) from each of City and Housing Authority.

(vi) General Assignment. General Assignments in the form attached hereto as Exhibits D-1 and D-2 (each a “General Assignment”) for the HA Property and the City Property, one (1) from each of City and Housing Authority, respectively, including without limitation assignment of the Acacia Lease by City to Housing Authority.

(vii) Authority. Such proof of each Party’s authority and authorization to enter into this Exchange Agreement and to consummate the Exchange transaction contemplated hereby as may be reasonably requested by Title Company.

(viii) Preliminary Change of Ownership Report. A Preliminary Change of Ownership Report (“Preliminary Change of Ownership Report”), fully completed, one (1) from each of City and Housing Authority.

(ix) Further Documents or Items. Any other documents or items reasonably required to close the Exchange transaction contemplated by this Exchange Agreement.

7. Closing Procedure

(a) Escrow Holder’s Closing Instructions. When the Title Company is prepared to issue each Buyer’s Policy to the City and Housing Authority, respectively, all Conditions Precedent to the Closing have been satisfied or waived, and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow on or before the Outside Closing Date in the manner and order provided below:

(b) Date; Counterparts. Escrow Holder shall date all instruments as of the date of the Closing (if not dated), and combine all counterparts of instruments delivered to Escrow Holder in counterparts.

(c) Document Recordation. Escrow Holder shall record the Deeds in the Official Records.

(d) Preliminary Change of Ownership Reports. Escrow Holder shall submit both Preliminary Change of Ownership Reports to the Recorder's Office concurrently with the submission of the Deeds for recordation.

(e) Notification. Escrow Holder shall provide telephonic notice to City and Housing Authority that the Closing has occurred.

(f) Disburse Funds. Escrow Holder shall disburse to Housing Authority the sum of \$475,000.00, then deliver final closing statements to each Party, and disburse remaining funds deposited for fees and costs of Escrow, Escrow Holder and Title Company, if any, to City.

(i) In this regard, Housing Authority agrees to deposit the full amount of \$475,000 into the LMIHAF, which funds shall be expended in compliance with the Dissolution Law, HAL and other applicable laws.

(g) Buyer's Title Policies. Escrow Holder shall cause the Title Company to issue each of the Buyer's Title Policies, respectively.

(h) Informational Reports. Escrow Holder shall file informational reports, if any, required by Internal Revenue Code Section 6045(e), as amended.

(i) Post-Closing Instructions. Escrow Holder shall deliver the following instruments:

(i) To City and Housing Authority:

(A) Copies of each of the Deeds;

(B) Copies of the FIRPTA, the General Assignment, and the Preliminary Change of Ownership Report; and

(C) Copies of the final Escrow closing statement.

8. Representations and Warranties. City and Housing Authority represent and warrant to the other under this Exchange Agreement:

(a) Power. Each Party has the legal power, right and authority to enter into this Exchange Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(b) Requisite Action. All requisite action has been taken by City and Housing Authority, respectively, in connection with entering into this Exchange Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby. By the Closing, no additional consent of any

governmental authority shall be required to consummate the transaction contemplated by this Exchange Agreement.

(c) No Conflict. Neither the execution and delivery of this Exchange Agreement and the documents and instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Exchange Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which City or Housing Authority, respectively, is a Party or is bound.

(d) Survival of Representations and Warranties. The covenants, representations and warranties herein shall survive the Closing or the termination of this Exchange Agreement.

9. Obtaining Information. As a material inducement to the execution and delivery of this Exchange Agreement by City and Housing Authority and the performance hereunder each of the City and Housing Authority hereby acknowledges, represents, warrants and agrees that (a) City is acquiring the HA Property, and Housing Authority is acquiring the City Property, in an “AS-IS,” “WITH-ALL-FAULTS” condition, respectively, as of the Closing with respect to any facts, circumstances, conditions and defects; (b) City and Housing Authority each have no obligation to repair or correct any such facts, circumstances, conditions or defects (including, without limitation, any patent or latent defects or conditions affecting the City Property and HA Property, respectively) or to seek additional compensation or consideration for same; (c) each Party is fully satisfied that the City Additional Consideration is fair and adequate consideration for the Exchange to be consummated; and (d) each Party assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the condition of the HA Property and City Property, respectively.

10. Liability and Indemnification. In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, each of the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Exchange Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each Party indemnifies, defends and holds harmless the other Party from and against any liability, losses, cost or expenses that may be incurred by such other Party solely by reason of Government Code Section 895.2.

11. Further Assurances; Cooperation; Consultation. The Parties agree to take such further actions, and to execute and deliver such additional documents, as may be reasonably necessary or appropriate to effectuate the provisions and intent of this Exchange Agreement. Without limiting the foregoing, the Agency Director or his authorized designee, on behalf of the Housing Authority, and the City Manager or his authorized designee, on behalf of the City, are hereby authorized to execute and deliver, and file and record each and all implementing documents, including without limitation subsequent amendment(s), if any, deemed by them to be reasonably necessary to evidence further the Parties’ intentions and obligations under this Exchange Agreement.

(a) Cooperation. The Parties agree to confer with each other to establish priorities for completion of the Exchange prior to the Outside Closing Date and thereafter in furtherance of this Exchange Agreement.

12. General Provisions.

(a) Damage to Property. If, prior to the Closing, all or any portion of either the HA Property or the City Property, respectively, is damaged by earthquake, flood, fire or other casualty (collectively "Damage"), the transaction contemplated herein shall still proceed to the Closing, and each acquiring Party shall take the applicable property subject to such Damage, and each acquiring Party shall be entitled to receive any insurance proceeds for such Damage, if any.

(b) Brokers. Each Party hereby represents and warrants to the other that it has dealt with no broker or finder in connection with this Exchange transaction.

(c) Assignment. No Party may assign its rights or obligations under this Exchange Agreement without the prior written consent of the other Party, which consent may be withheld in any other Party's sole and absolute discretion.

(d) Survival. All covenants, representations, warranties, releases, waivers and indemnities set forth in this Exchange Agreement by each Party shall survive the Closing.

(e) Cooperation. The Parties agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the Exchange contemplated herein and shall use all reasonable efforts to accomplish the Closing in accordance with the provisions hereof.

(f) Time. Time is of the essence of every provision herein contained. All references herein to a particular time of day shall be deemed to refer to California time. In the computation of any period of time provided for in this Exchange Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire at 5:00 p.m. on such specified date or period.

(g) Counterparts; Facsimile Signatures. This Exchange Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.

(h) Captions. Any captions to, or headings of, the sections or subsections of this Exchange Agreement are solely for the convenience of the Parties hereto, are not a part of this Exchange Agreement, and shall not be used for the interpretation or determination of the validity of this Exchange Agreement or any provision hereof.

(i) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Exchange Agreement shall not be deemed to confer any rights upon,

nor obligate any of the Parties to this Exchange Agreement to, any person or entity other than the Parties hereto.

(j) Exhibits. Each and all of the exhibits referred to herein and attached hereto are incorporated by this reference for all purposes.

(k) Amendment to this Exchange Agreement. The terms of this Exchange Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

(l) Waiver. The waiver or failure to enforce any provision of this Exchange Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(m) Applicable Law. This Exchange Agreement shall be governed by and construed in accordance with the local law of the State of California.

13. Approvals and Notices. Any approval, disapproval, demand, document or other notice (“Notice”) which either Party may desire or be required to give to the other Party under this Agreement must be in writing at the address of the Party as set forth below, or at any other address as that Party may later designate in writing. Any Notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended Party.

To City and Housing Authority: City Clerk and/or Housing Authority Secretary, as applicable
Garden Grove City Hall
11222 Acacia Parkway
Garden Grove, CA 92840

With copies to: Scott Stiles, City Manager and Authority Director
Garden Grove City Hall
11222 Acacia Parkway
Garden Grove, CA 92840

Omar Sandoval, City Attorney and General Counsel
Garden Grove City Hall
11222 Acacia Parkway
Garden Grove, CA 92840

Celeste Stahl Brady, Special Counsel
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660

14. Entire Agreement. This Exchange Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the City and Housing Authority with respect to the subject matter hereof. The Parties hereto expressly agree and confirm that this Exchange Agreement is executed without reliance on any oral or written statements, representations or promises of any kind which are not expressly contained in this Exchange Agreement. No subsequent agreement, representation or promise made by either Party

hereto, or by or to an employee, officer, agent or representative of either Party hereto shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

[Signature blocks on next page.]

IN WITNESS WHEREOF, City and Housing Authority have signed this *Exchange, Disposition and Cooperation Agreement with Escrow Instructions for Exchange of Real Property* as of the date first set forth above.

CITY

CITY OF GARDEN GROVE
a California municipal corporation

By: _____
Steven R. Jones, Mayor
or Authorized Designee

ATTEST:

TERESA POMEROY, CMC, CITY CLERK

Teresa Pomeroy or Authorized Designee

APPROVED AS TO FORM:

WOODRUFF SPRADLIN & SMART

By: _____
Omar Sandoval, Esq., City Attorney
or Authorized Designee

HOUSING AUTHORITY

GARDEN GROVE HOUSING AUTHORITY
a public body, corporate and politic

By: _____
Patrick Phat Bui, Chair
or Authorized Designee

ATTEST:

TERESA POMEROY, CMC, SECRETARY

Teresa Pomeroy or Authorized Designee

APPROVED AS TO FORM:

STRADLING YOCCA CARLSON & RAUTH

Special Counsel

EXHIBIT A-1

LEGAL DESCRIPTION OF CITY PROPERTY

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

PARCEL 2 OF PARCEL MAP NO. 97-149, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF FILED IN BOOK 300, PAGES 9 AND 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 090-154-57

EXHIBIT A-2

LEGAL DESCRIPTION OF HOUSING AUTHORITY PROPERTY

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

PARCEL 1:

LOTS 25 TO 36, INCLUSIVE, OF SCHOOL ADDITION TO GARDEN GROVE, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 20 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF GROVE AVENUE, 40.00 FEET WIDE, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN AND DEDICATED ON THE MAP OF SCHOOL ADDITION TO GARDEN GROVE RECORDED IN BOOK 5, PAGE 20 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS DELINEATED AND IDENTIFIED AS OLD C/L GROVE AVENUE ON THE MAP OF RECORD OF SURVEY 91-1127 FILED IN BOOK 138, PAGE 27 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH EXTENDS NORTHWESTERLY FROM THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 33 OF SAID SCHOOL ADDITION TO GARDEN GROVE, TO THE EAST LINE OF SAID GROVE AVENUE, AS SHOWN ON THE MAP THE SAID RECORD OF SURVEY 91-1127.

THE SIDELINES OF SAID GROVE AVENUE SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE SOUTHEASTERLY ON SAID SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 33 AND NORTHWESTERLY ON SAID EAST LINE OF GROVE AVENUE AS SHOWN ON THE MAP OF SAID RECORD OF SURVEY 91-1127.

EXCEPT THEREFROM THAT PORTION THEREOF, WHICH LIES WITHIN THE LINES OF GARDEN GROVE BOULEVARD AS, SAID STREET IS SHOWN ON THE MAP OF SAID RECORD OF SURVEY 91-1127.

TOGETHER WITH:

THAT PORTION OF GROVE AVENUE, AS HEREINABOVE DESCRIBED, LYING NORTH OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID OLD GROVE AVENUE, WEST OF THE WEST LINE OF LOTS 31 AND 32 OF SAID SCHOOL ADDITION TO GARDEN GROVE AND EAST OF THE EAST LINE OF SAID GROVE AVENUE AS SHOWN ON SAID RECORD OF SURVEY 91-1127.

[Legal description continues on next page]

PARCEL 3:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 12-12A IN FINAL ORDER OF CONDEMNATION ENTERED JANUARY 5, 1983, SUPERIOR COURT CASE 12-03-46, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 6, 1983 AS INSTRUMENT 83-007859 OF OFFICIAL RECORDS, WHICH LIES EASTERLY OF THE EAST LINE OF GROVE AVENUE 56.00 FEET WIDE AS SHOWN ON A MAP OF RECORD OF SURVEY 91-1127 FILED IN BOOK 138, PAGE 27 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND WHICH LIES WITHIN GARDEN GROVE BOULEVARD AS SHOWN ON THE MAP OF SAID RECORD OF SURVEY.

APN: 089-213-02, 089-213-28, 089-213-29, 089-213-31, 089-213-32 AND 089-213-36

EXHIBIT B-1
SITE MAP OF CITY PROPERTY

EXHIBIT B-2
SITE MAP OF HA PROPERTY

EXHIBIT C-1

**GRANT DEED
(Housing Authority to City)**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92840
Attn: City Clerk

DOCUMENTARY TRANSFER TAX \$ NONE

The undersigned hereby declares this Instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **GARDEN GROVE HOUSING AUTHORITY**, a public body, corporate and politic (“Grantor”), hereby GRANTS to the **CITY OF GARDEN GROVE**, a California municipal corporation (“Grantee”), the real property in the County of Orange, State of California, described in the legal description attached hereto as Attachment No. 1 and incorporated herein.

1. Covenants of Non-Discrimination: There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land. All deeds, leases or contracts affecting the Property, as applicable, shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

Deeds:

In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the

grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Leases:

In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

Contracts:

In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

GRANTOR

GARDEN GROVE HOUSING AUTHORITY
a public body, corporate and politic

By: _____
Scott Stiles, Authority Director
or Authorized Designee

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION

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

PARCEL 1:

LOTS 25 TO 36, INCLUSIVE, OF SCHOOL ADDITION TO GARDEN GROVE, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 20 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF GROVE AVENUE, 40.00 FEET WIDE, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN AND DEDICATED ON THE MAP OF SCHOOL ADDITION TO GARDEN GROVE RECORDED IN BOOK 5, PAGE 20 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS DELINEATED AND IDENTIFIED AS OLD C/L GROVE AVENUE ON THE MAP OF RECORD OF SURVEY 91-1127 FILED IN BOOK 138, PAGE 27 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH EXTENDS NORTHWESTERLY FROM THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 33 OF SAID SCHOOL ADDITION TO GARDEN GROVE, TO THE EAST LINE OF SAID GROVE AVENUE, AS SHOWN ON THE MAP THE SAID RECORD OF SURVEY 91-1127.

THE SIDELINES OF SAID GROVE AVENUE SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE SOUTHEASTERLY ON SAID SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 33 AND NORTHWESTERLY ON SAID EAST LINE OF GROVE AVENUE AS SHOWN ON THE MAP OF SAID RECORD OF SURVEY 91-1127.

EXCEPT THEREFROM THAT PORTION THEREOF, WHICH LIES WITHIN THE LINES OF GARDEN GROVE BOULEVARD AS, SAID STREET IS SHOWN ON THE MAP OF SAID RECORD OF SURVEY 91-1127.

TOGETHER WITH:

THAT PORTION OF GROVE AVENUE, AS HEREINABOVE DESCRIBED, LYING NORTH OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID OLD GROVE AVENUE, WEST OF THE WEST LINE OF LOTS 31 AND 32 OF SAID SCHOOL ADDITION TO GARDEN GROVE AND EAST OF THE EAST LINE OF SAID GROVE AVENUE AS SHOWN ON SAID RECORD OF SURVEY 91-1127.

[Legal description continues on next page]

PARCEL 3:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 12-12A IN FINAL ORDER OF CONDEMNATION ENTERED JANUARY 5, 1983, SUPERIOR COURT CASE 12-03-46, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 6, 1983 AS INSTRUMENT 83-007859 OF OFFICIAL RECORDS, WHICH LIES EASTERLY OF THE EAST LINE OF GROVE AVENUE 56.00 FEET WIDE AS SHOWN ON A MAP OF RECORD OF SURVEY 91-1127 FILED IN BOOK 138, PAGE 27 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND WHICH LIES WITHIN GARDEN GROVE BOULEVARD AS SHOWN ON THE MAP OF SAID RECORD OF SURVEY.

APN: 089-213-02, 089-213-28, 089-213-29, 089-213-31, 089-213-32 AND 089-213-36

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF _____)

personally appeared _____, who 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 OF NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE
Grant Deed by Housing Authority to City

This is to certify that the interests in certain real property conveyed under the foregoing **GRANT DEED** dated as of December __, 2019 as granted by the **GARDEN GROVE HOUSING AUTHORITY**, a public body corporate and politic ("Housing Authority" or "Grantor") to the **CITY OF GARDEN GROVE**, a California municipal corporation ("City" or "Grantee"), is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to joint action by the City Council and Housing Authority on December 17, 2019 and the City consents to recordation of this Grant Deed by its duly authorized officer.

Dated: December __, 2019

CITY OF GARDEN GROVE,
a California municipal corporation

By: _____
Scott Stiles, City Manager
or Authorized Designee

ATTEST:

Teresa Pomeroy, CMC, City Clerk
or Authorized Designee

EXHIBIT C-2

**GRANT DEED
(City to Housing Authority)**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Garden Grove Housing Authority
11222 Acacia Parkway
Garden Grove, California 92840
Attn: Secretary

DOCUMENTARY TRANSFER TAX \$ NONE

The undersigned hereby declares this Instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF GARDEN GROVE**, a California municipal corporation ("Grantor"), hereby GRANTS to the **GARDEN GROVE HOUSING AUTHORITY**, a public body, corporate and politic ("Grantee"), the real property in the County of Orange, State of California, described in the legal description attached hereto as Attachment No. 1 and incorporated herein.

1. Covenants of Non-Discrimination: There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land. All deeds, leases or contracts affecting the Property, as applicable, shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

Deeds:

In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the

grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Leases:

In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

Contracts:

In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

“GRANTOR”:

CITY OF GARDEN GROVE
a California municipal corporation

By: _____
Scott Stiles, City Manager
or Authorized Designee

**EXHIBIT A TO GRANT DEED
LEGAL DESCRIPTION**

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

PARCEL 2 OF PARCEL MAP NO. 97-149, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF FILED IN BOOK 300, PAGES 9 AND 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 090-154-57

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF _____)

personally appeared _____, who 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 OF NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE
Grant Deed to Housing Authority

This is to certify that the interests in certain real property conveyed under the foregoing **GRANT DEED** dated as of December __, 2019 as granted by **CITY OF GARDEN GROVE**, a California municipal corporation (“City” or “Grantor”), to the **GARDEN GROVE HOUSING AUTHORITY**, a public body corporate and politic, (“Housing Authority” or “Grantee”), is hereby accepted by the undersigned officer or agent on behalf of the Housing Authority pursuant to joint action by the City Council and Housing Authority on December 17, 2019 and the Housing Authority consents to recordation of this Grant Deed by its duly authorized officer.

Dated: December __, 2019

GARDEN GROVE HOUSING AUTHORITY,
a public body corporate and politic

By: _____
Scott Stiles, Authority Director
or Authorized Designee

ATTEST:

Teresa Pomeroy, CMC, Secretary
or Authorized Designee

EXHIBIT D-1

GENERAL ASSIGNMENT (City/Assignor to HA/Assignee)

This **GENERAL ASSIGNMENT** (“**Assignment**”) is made and dated as of December __, 2019 (“**Effective Date**”), by the **CITY OF GARDEN GROVE**, a California municipal corporation, as assignor (“**Assignor**” or “**City**”), in favor of the **GARDEN GROVE HOUSING AUTHORITY**, a public body corporate and politic, as assignee (“**Assignee**” or “**Housing Authority**”).

RECITALS

Assignor is the fee owner of that certain real property located in the City of Garden Grove, County of Orange, State of California, more particularly described as follows:

PARCEL 2 OF PARCEL MAP NO. 97-149, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF FILED IN BOOK 300, PAGES 9 AND 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 090-154-57

together with all improvements thereon, the “**Real Property**”). Assignor and Assignee are parties to that certain *Exchange, Disposition and Cooperation Agreement with Joint Escrow Instructions* dated as of December 17, 2019 (“**Exchange Agreement**”). Concurrently herewith, Assignor is conveying to Assignee Assignor’s interest in the Real Property pursuant to a grant deed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** Assignor hereby grants, assigns, transfers, conveys, and delivers to Assignee all of Assignor’s right, title, and interest in and to held by City as to the following described property (collectively, the “**Personal Property**”):

(a) **Lease.** City, as “Landlord”, and North County Senior Services, LLC, a California limited liability company, as “Tenant”, are parties to an existing lease agreement entitled *Amended Lease Agreement* dated as of November 26, 2019 (“Lease”). Under Section 1(e) of the Lease, City as Landlord, has the right to assign such Lease to the Housing Authority, as Assignee; therefore, by this Assignment, City, as Assignor and Landlord, assigns to Housing Authority, as Assignee and successor Landlord, all right and title to said Lease. In connection therewith, City agrees to notify Tenant of this assignment of the Lease in writing in compliance with Section 1(e) thereof.

(b) **Governmental Approvals.** All existing and pending permits, approvals, licenses, entitlements, applications for permits, approvals, licenses, entitlements, and other governmental approvals relating to the construction of improvements on the Real Property; and

(b) **Other Rights and Property.** All other rights, benefits, privileges, and property associated with, or related to, the ownership, operation, maintenance, repair, replacement, renovation, management, development, or construction of the Real Property or the improvements thereon, including, without limitation, any water rights appurtenant to the Real Property.

2. **GENERAL.**

(a) ***Successors and Assigns.*** This Assignment shall be binding on the parties hereto and shall inure to the benefit of their respective heirs, successors, and assigns.

(b) ***Governing Law.*** This Assignment shall be governed by and construed in accordance with the local law of the State of California. The Assignment was made in and is to be performed entirely within the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California for contracts made and to be performed therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR/CITY

CITY OF GARDEN GROVE
a California municipal corporation

By: _____
Scott Stiles, City Manager
or Authorized Designee

ATTEST:

TERESA POMEROY, CMC, CITY CLERK

Teresa Pomeroy or Authorized Designee

ASSIGNEE/HOUSING AUTHORITY

GARDEN GROVE HOUSING AUTHORITY
a public body, corporate and politic

By: _____
Scott Stiles, Authority Director
or Authorized Designee

ATTEST:

TERESA POMEROY, CMC, SECRETARY

Teresa Pomeroy or Authorized Designee

EXHIBIT D-2

GENERAL ASSIGNMENT (HA/Assignor to City/Assignee)

This **GENERAL ASSIGNMENT** (“**Assignment**”) is made and dated as of December __, 2019 (“**Effective Date**”), by the **GARDEN GROVE HOUSING AUTHORITY**, a public body corporate and politic, as assignee (“**Assignor**” or “**Housing Authority**”) in favor of the **CITY OF GARDEN GROVE**, a California municipal corporation, as assignor (“**Assignee**” or “**City**”).

RECITALS

Assignor is the fee owner of that certain real property located in the City of Garden Grove, County of Orange, State of California, more particularly described in Exhibit A, attached hereto and fully incorporated by this reference together with all improvements thereon, (“**Real Property**”). Assignor and Assignee are parties to that certain *Exchange, Disposition and Cooperation Agreement with Joint Escrow Instructions* dated as of December 17, 2019 (“**Exchange Agreement**”). Concurrently herewith, Assignor is conveying to Assignee Assignor’s interest in the Real Property pursuant to a grant deed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** Assignor hereby grants, assigns, transfers, conveys, and delivers to Assignee all of Assignor’s right, title, and interest in and to held by Housing Authority as to the following described property (collectively, the “**Personal Property**”):

(a) ***Governmental Approvals.*** All existing and pending permits, approvals, licenses, entitlements, applications for permits, approvals, licenses, entitlements, and other governmental approvals relating to the construction of improvements on the Real Property; and

(b) ***Other Rights and Property.*** All other rights, benefits, privileges, and property associated with, or related to, the ownership, operation, maintenance, repair, replacement, renovation, management, development, or construction of the Real Property or the improvements thereon, including, without limitation, any water rights appurtenant to the Real Property.

2. **GENERAL.**

(a) ***Successors and Assigns.*** This Assignment shall be binding on the parties hereto and shall inure to the benefit of their respective heirs, successors, and assigns.

(b) ***Governing Law.*** This Assignment shall be governed by and construed in accordance with the local law of the State of California. The Assignment was made in and is to be performed entirely within the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California for contracts made and to be performed therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR/HOUSING AUTHORITY

GARDEN GROVE HOUSING AUTHORITY

a public body, corporate and politic

By: _____
Scott Stiles, Authority Director
or Authorized Designee

ATTEST:

TERESA POMEROY, CMC, SECRETARY

Teresa Pomeroy or Authorized Designee

ASSIGNEE/CITY

CITY OF GARDEN GROVE

a California municipal corporation

By: _____
Scott Stiles, City Manager
or Authorized Designee

ATTEST:

TERESA POMEROY, CMC, CITY CLERK

Teresa Pomeroy or Authorized Designee

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1:

LOTS 25 TO 36, INCLUSIVE, OF SCHOOL ADDITION TO GARDEN GROVE, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 20 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF GROVE AVENUE, 40.00 FEET WIDE, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN AND DEDICATED ON THE MAP OF SCHOOL ADDITION TO GARDEN GROVE RECORDED IN BOOK 5, PAGE 20 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS DELINEATED AND IDENTIFIED AS OLD C/L GROVE AVENUE ON THE MAP OF RECORD OF SURVEY 91-1127 FILED IN BOOK 138, PAGE 27 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH EXTENDS NORTHWESTERLY FROM THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 33 OF SAID SCHOOL ADDITION TO GARDEN GROVE, TO THE EAST LINE OF SAID GROVE AVENUE, AS SHOWN ON THE MAP THE SAID RECORD OF SURVEY 91-1127.

THE SIDELINES OF SAID GROVE AVENUE SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE SOUTHEASTERLY ON SAID SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 33 AND NORTHWESTERLY ON SAID EAST LINE OF GROVE AVENUE AS SHOWN ON THE MAP OF SAID RECORD OF SURVEY 91-1127.

EXCEPT THEREFROM THAT PORTION THEREOF, WHICH LIES WITHIN THE LINES OF GARDEN GROVE BOULEVARD AS, SAID STREET IS SHOWN ON THE MAP OF SAID RECORD OF SURVEY 91-1127.

TOGETHER WITH:

THAT PORTION OF GROVE AVENUE, AS HEREINABOVE DESCRIBED, LYING NORTH OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID OLD GROVE AVENUE, WEST OF THE WEST LINE OF LOTS 31 AND 32 OF SAID SCHOOL ADDITION TO GARDEN GROVE AND EAST OF THE EAST LINE OF SAID GROVE AVENUE AS SHOWN ON SAID RECORD OF SURVEY 91-1127.

[Legal description continues on next page]

PARCEL 3:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 12-12A IN FINAL ORDER OF CONDEMNATION ENTERED JANUARY 5, 1983, SUPERIOR COURT CASE 12-03-46, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 6, 1983 AS INSTRUMENT 83-007859 OF OFFICIAL RECORDS, WHICH LIES EASTERLY OF THE EAST LINE OF GROVE AVENUE 56.00 FEET WIDE AS SHOWN ON A MAP OF RECORD OF SURVEY 91-1127 FILED IN BOOK 138, PAGE 27 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND WHICH LIES WITHIN GARDEN GROVE BOULEVARD AS SHOWN ON THE MAP OF SAID RECORD OF SURVEY.

APN: 089-213-02, 089-213-28, 089-213-29, 089-213-31, 089-213-32 AND 089-213-36