

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-002-2016

SP-022-2016, CUP-065-2016, and LLA-011-2016

(Tony Lam and Jennie Do)

THIS DEVELOPMENT AGREEMENT ("Agreement" or "Development Agreement") is made this ____ day of _____, 2016 ("Effective Date"), by the CITY OF GARDEN GROVE, a municipal corporation ("CITY") on the one hand, and Tony Lam, an individual, and Jennie Do, Trustee of Jennie Do Revocable Trust (collectively, "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 4-story, 10-unit, work/live mixed use development on a .69-acre lot with related site improvements (the "PROJECT") on that certain real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "PROPERTY").

- B. In order to implement the PROJECT, DEVELOPER has submitted, and CITY has approved, Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-022-2016, and associated conditions of approval, for the PROJECT.
- C. 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").
- D. The PROJECT is a development requiring certain discretionary approvals by the CITY before it may be constructed.
- E. 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.
- F. DEVELOPER represents that it owns the PROPERTY in fee.
- G. 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. This Agreement and Land Use Entitlements described in Section 2 shall expire four (4) years from the Effective Date, unless any duty specified remains executory, in which case this Agreement may be renewed for a successive one year term at discretion of CITY, pursuant to law, until all duties are performed. The effective date of this Agreement shall begin on the date first identified above.
2. Permitted Uses/Land Use Entitlements. The following uses are permitted on the PROPERTY: A 4-story, 10-unit work-live development. The units range in size from 2,330 square feet to 3,168 square feet. The PROJECT has been granted the following land use entitlements: Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016 (subject to associated conditions of approval). The PROJECT is subject to the development standards of the AR (Adaptive Reuse) zoning requirements of Chapter 18, of Title 9 of the City's Municipal Code and the Conditions of Approval to Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016.

3. Density/Intensity. The density or intensity of the PROJECT is as follows: 4-story, work/live development consisting of 10 units with related improvements on a .69 acre site.
4. Maximum Height and Building Size. The maximum height and building sizes are as follows: The maximum building height shall be four (4) stories with an overall height not to exceed 46'-9" and the building area is comprised of 10 work/live units ranging in size from 2,330 square feet to 3,168 square feet, as indicated on the site plan and elevations.
5. Reservation or Dedication. The reservation of easements or dedication of property to the CITY to allow the construction of the proposed residential development shall be as shown on and/or conditioned in the approved Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016.
6. Improvements. The improvements described in Planning Commission Resolution No. 5858-16 shall be constructed prior to the occupancy of the proposed development or the issuance of any certificate of occupancy for any unit of the development, all in accordance with the terms and conditions of Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016.
7. Scope of PROJECT. The PROJECT shall consist of a work-live project consisting of 10-units that range in size from 2,330 square feet to 3,168 square feet, for a total of 10 units with related improvements.
8. Resolution/Material Terms. All Conditions of Approval of SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016, as per Planning Commission Resolution No. 5858-16, attached hereto and incorporated herein as "Exhibit B," are material terms of this Agreement. Breach of any condition of approval shall be deemed to be a breach of this Development Agreement.
9. Development Agreement Payment. DEVELOPER shall pay a development agreement payment to the CITY as follows:
 - 9.1 Amount. \$750 per unit and shall be paid prior to issuance of any building permits.
 - 9.2 Amount. The DEVELOPER shall make a contribution of \$1,166 per unit toward construction of a Fire Station, including, but not limited to, related equipment, furnishings, and fixtures, etc., as part of this Development Agreement and shall be paid prior to issuance of any building permits.

- 9.3 Not to Exceed. Payment under this Agreement shall not exceed \$19,160.00.
10. City Agreement. CITY agrees that the sums to be paid to the CITY, pursuant to Paragraph 9, will reimburse CITY for the cost of certain CITY services required by the PROJECT that are not otherwise being reimbursed to CITY.
11. Payment Due Date. The payment amount of \$19,160.00 shall be due and payable prior to the issuance of building permits for the PROJECT.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
- A. Failure of DEVELOPER to perform any of the provisions of this Agreement, or
 - B. Mutual agreement of the parties.
13. Periodic Review. CITY's Director of Community Development shall review DEVELOPER'S performance every twelve (12) months at the anniversary of the adoption of this Agreement. DEVELOPER shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review, CITY's Community Development Director determines that DEVELOPER has not demonstrated good faith compliance with this Agreement, CITY shall hold a public hearing before CITY's City Council. If, following such public hearing, CITY's City Council finds and determines, based upon substantial evidence, that DEVELOPER has not complied in good faith with terms or conditions of this Agreement, CITY may terminate the Agreement.
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 and the use of the PROPERTY consistent with the land use entitlements identified in Paragraph 2. Otherwise, CITY retains its right and discretion, under all applicable 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.
15. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All repairs and improvements to the public right-of-way required pursuant to Planning Commission Resolution No. 5858-16 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 official or employee of CITY shall be personally liable to DEVELOPER in the event of any default or breach by CITY, or for any amount that will become due to DEVELOPER, or any obligation 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:
Tony Lam
9741 Bolsa Avenue, #201
Westminster, CA 92683
 - B. Address of CITY is as follows:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
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. 5858-16, 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.

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 protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees 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 the Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, or contractors or subcontractors hired by DEVELOPER.
25. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written, regarding the subject matter set forth herein. This 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. The City Clerk shall cause this Agreement to be recorded against the PROPERTY within ten (10) days of its Effective Date.
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 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.
28. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either 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. Non-Liability of City Officials and Employees. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

Date: _____

"CITY"

CITY OF GARDEN GROVE, a municipal corporation

By: _____

Its: _____

ATTEST:

CITY CLERK

DATE: _____

"DEVELOPER"

TONY LAM, an individual

By: Taylor Lam

Date: 5/31/16

(Signature must be notarized.)

JENNIE DO, as Trustee of Jennie Do Revocable Trust

By: Jennie Do

Date: 5/31/16

(Signature must be notarized.)

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

If DEVELOPER is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of ORANGE)

On May 31, 2016 before me, JOHN NGUYEN, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared TONY LAM and JENNIE DO
Name(s) of Signer(s)

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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Development Agreement Ho. DA-002-2016 Document Date: 5/31/16
Number of Pages: 24 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tony Lam
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: self

Signer's Name: Jennie Do
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: self

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1

LOT 17 OF TRACT NO. 412 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 17 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2

LOTS 7 AND 8 OF TRACT NO. 412 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 17 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3

LOTS 9 AND 10 OF TRACT NO. 412 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 17 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016 and Lot Line Adjustment No. LLA-011-2016

10641 and 10661 Garden Grove Boulevard and
10662 Pearl Street

CONDITIONS OF APPROVAL

General Conditions

1. Each owner of the property shall execute, and the applicant shall record against the property, a "Notice of Discretionary Permit Approval and Agreement with Conditions of Approval," as prepared by the City Attorney's Office, within 30 days of approval. The applicant shall provide the City with a copy of the recorded Notice within ten (10) days of its recordation.
2. All Conditions of Approval, approved under Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016 contained in Resolution No. 5858-16, shall remain in full force and effect, except as modified herein. All Conditions of Approval set forth herein, or contained in Resolution No. 5858-2016, shall be binding on and enforceable against each of the following, and whenever used herein, the term "applicant" shall mean and refer to each of the following: the project applicant, Tony Lam, the developer of the project, the owner(s) and tenants(s) of the property, and each of their respective successors and assigns. All Conditions of Approval are required to be adhered to for the life of the project, regardless of property ownership. Except for minor modifications approved by the Community Development Director pursuant to Condition No. 4, below, any changes to the Conditions of Approval require approval by the Planning Commission. All Conditions of Approval herein shall apply to Site Plan No. SP-022-2016 and Conditional Use Permit No. CUP-065-2016. The Conditions of Approval applying to Lot Line Adjustment No. LLA-011-2016 shall only be those that so expressly state and/or those necessary to conform to the General Plan, any applicable specific plan, and zoning and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure, or easements.
3. Approval of this Site Plan, Conditional Use Permit, and Lot Line Adjustment 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 shall apply.
4. Minor modifications to the Site Plan, Conditional Use Permit, Lot Line Adjustment and/or these Conditions of Approval, which do not materially change the scope or intensity of the project and which will not result in impacts that have not previously been addressed, may be approved by the

FINAL

Community Development Director, in his or her discretion. Proposed modifications to the project, approved site plan, floor plan, and/or these Conditions of Approval determined by the Community 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 conditions of approval shall be implemented at the applicant's expense, except where otherwise expressly specified in the individual condition.
6. 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.
7. 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, within the common areas along Garden Grove Boulevard and Pearl Street, or any parking areas 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, roof, or wall-mounted mechanical equipment shall be screened from public view from adjacent properties and the public right-of-way and shall also be screened, to the extent feasible, from on-site areas.

- e. The mitigation measure that is part of the Mitigated Negative Declaration that is adopted for Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016 (the "Mitigated Negative Declaration") is incorporated herein by this reference and shall be implemented as conditions of approval for this project

Public Works Engineering Division

8. The applicant shall be subject to Traffic Mitigation Fees in accordance with Chapter 9.44 of the Garden Grove Municipal Code; In-Lieu Park Fees in accordance with the City's current Fee Resolution; and all other applicable fees duly adopted by the City.
9. 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.
10. A separate street permit is required for work performed within the public right-of-way.
11. Separate 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 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. All fees collected at the time of permit issuance shall be based on the fee schedule in effect at that time.
12. 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 *Final* Water Quality Management Plan that:
 - 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.
 - Incorporates the applicable Routine Source Control BMPs as defined in the DAMP.
 - Incorporates structural and Treatment Control BMPs as defined in the DAMP.
 - Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs.
 - Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs.
 - Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
13. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall demonstrate compliance with the WQMP in a manner meeting the satisfaction of the City Engineer, including:
- 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.
 - Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
 - Demonstrate that an adequate number of copies of the approved Project WQMP are available on-site.
 - Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
 - Demonstrate that the applicant has agreed to and recorded an agreement or another legal instrument approved by the City Attorney that shall require the property owner, successors, tenants (if applicable), and assigns to fund, operate and maintain in perpetuity the post-construction BMPs described in the Project WQMP and O&M Plan.
14. Prior to the issuance of a grading permit, 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. BMP's shall be sized per the requirements of the latest Technical Guidance Documents.
15. 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 grading plan.
16. Provide a separate coordinated utility plan showing the location of all utilities serving the site. Any easements required providing locations and access for

- the utilities and their appurtenances shall be provided by separate instrument.
17. The applicant shall construct the driveway entrance to the development per City of Garden Grove Standard Plan B-120 with conforming ADA landing and pathways where public and private sidewalks intersect. All designs must conform to latest ADA standards.
 18. The grading plan shall provide an accessibility route for the ADA pathway in conformance with the requirements of the department of justice standards, latest edition.
 19. All trash container areas shall meet the following requirement:
 - 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;
 - Provide solid roof or awning to prevent direct precipitation into the enclosure per City of Garden Grove Standard Plan B-502;
 - Provide a drain to a sanitary waste line. Connection of trash area drains to the municipal storm drain system is prohibited;
 - Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control;
 - See CASQA Storm Water Handbook Section 3.2.9 and BMP Fact Sheet SD-32 for additional information.
 - The trash shall be located to allow pick-up and maneuvering, including turnarounds, in the area of enclosures per City of Garden Grove Standard Plan B-502.
 20. Prior to the issuance of the street improvements and grading permit, the applicant shall provide completion bonds for all work constructed under the street improvements and grading permit in a manner 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).
 21. No parallel curb parking shall be permitted anywhere on the site and Garden Grove Boulevard.
 22. All parking spaces that abut to sidewalks that are not elevated with a curb face to the stall shall have wheel stops.
 23. Any new or required block walls and/or retaining walls shall be shown on the grading plans with a minimum height of 6-feet from the highest finished grade. 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

24. The applicant shall remove the existing landscaping within sidewalk areas along Garden Grove Boulevard and Pearl Street and construct street frontage improvements as identified below. All landscaping installed within the public rights-of-way shall be maintained by the applicant in a manner meeting the approval of the City Engineer. A separate street improvement plan shall be prepared for Garden Grove Boulevard and Pearl Street and submitted to the engineering department for improvements within the existing and proposed right of way.

Garden Grove Boulevard

- Remove the existing easterly and westerly substandard driveway approaches and existing landscaping on Garden Grove Boulevard and construct new curb, gutter and sidewalk.
- The new driveway approach to the site shall be constructed in accordance with City of Garden Grove Standard Plan B-120. Standard Plan B-120 calls for a maximum width of 30-feet for commercial and multi residential projects, with any deviation from the standard to be approved by the City Engineer and detailed on the plan showing all modifications.
- Construct 8" curb and gutter along the property frontage at 42' from centerline in accordance with City Standard Plan B-113 (Type C-8).
- Construct a 8-foot sidewalk and landscape adjacent to the street curb in accordance with City Standard Plan B-106 and planning department direction.
- Remove and replace the street pavement from the edge of the median to the edge of the gutter per City Standard B-102 and as directed by the City Engineer.

Pearl Street

- Construct 6" rolled curb and gutter along the property frontage at 20' from centerline in accordance with City Standard Plan B-116.
- Remove and replace the pavement of the street from the edge of the northerly gutter to the edge of new southerly gutter along the property frontage per City Standard Plan B-104 and the direction of the City Engineer.
- Construct new driveway approach to the site in accordance with City of Garden Grove Standard Plan B-121.
- Construct a new 4-foot parkway adjacent to the new 6-inch curb and 4-foot sidewalk per City Standard Plan B-105.

25. Conditions of Approval for LLA-011-2016:

- The applicant shall submit an updated title report along with copies of the recorded instruments listed in the title report.
- The applicant shall submit copies of the reference maps used to prepare the legal description and the plat.
- The Lot Line Adjustment shall comply with all provisions of the City of Garden Grove Public Works Engineering Service Division and shall be reflected in a deed or record of survey that shall be recorded, with copies filed with the City, prior to issuance of a building permit for the structure.

Public Works Water Services Division

Water Conditions

26. New water services 2" and smaller can be installed by the Water Services Division upon payment of applicable fees, or by the applicant's contractor and inspected by Water Engineering Inspector. Applicant's contractor shall have a Class A or C-34 License. Fire services and larger water services 3" and larger, shall be installed by developer/owner's contractor per City Standards and inspected by the Water Engineering Inspector.
27. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for meter protection. The landscape system shall also have 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. The property owner(s) 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(s) must open a water account upon installation of RPPD device.
28. It shall be the responsibility of the applicant 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.
29. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
30. The 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.

31. Fire service connection shall have above ground double check detector assembly (DCDA) per City Standard B-773. 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 Water Quality, Water Services Division. Device shall be on private property and is the responsibility of the property owner(s). The above ground assembly shall be screened from public view as required by the Planning Division.
32. Location and number of fire hydrants shall be as required by Water Services Division and the Fire Department.

Sewer Conditions

33. The applicant 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.
34. In order for the project to be constructed as proposed by the applicant, the existing off-site and on-site sewer main going from west to east of the property will need to be removed and new sewer improvements constructed on the property and the immediately adjacent properties. Accordingly, the applicant shall remove and remediate the existing sewer main located within the proposed project boundary and construct the new sewer line within the project boundary to tie into the main in Grove Boulevard. The applicant shall also work with the adjacent property owners to ensure that (a) the remaining downstream portion of the sewer main in the adjacent property to the east is capped and plugged and a new sewer cleanout installed at the east property line to allow access to the remaining sewer, and (b) a new reroute for a lateral to the south to tie into the main on Garden Grove Boulevard is installed on the adjacent property to the west. Prior to commencement of any field investigation and design work, the applicant SHALL provide evidence satisfactory to the City Engineer that the applicant has entered into a binding agreement or agreements with the adjacent property owners providing applicant with the right to construct the above-described improvements on the neighboring properties. The sewer improvements described in this Condition shall be designed, constructed and installed at the applicant's expense and shall be fully completed and approved by the City prior to issuance of a certificate of occupancy.
35. Commercial food uses of any type shall require the installation of an approved Grease Control Device (GCD) prior to obtaining a business license.
36. A properly sized Grease Control Device (GCD) shall be installed on the waste line and maintained by the property owner. There shall be a separate sanitary waste line that will connect to the sewer lateral downstream of the GCD. All other waste lines shall be drained through the grease trap. The GCD may be located inside of the building per County Health Department

requirements. Prior to City permit issuance, trap location must be approved by the Orange County Health Department as evidenced by their stamp on the plans. Owner shall maintain comprehensive GCD maintenance records and shall make them available to the City of Garden Grove upon demand.

37. Food grinders (garbage disposal devices) are prohibited within the commercial part of the unit per Ordinance 6 of the Garden Grove Sanitary District Code of Regulations.

Building Services Division

38. The buildings shall be designed to comply with all provisions of the California Building Codes and City adopted amendments.
39. All units shall be adaptable and on an accessible route. Office spaces shall meet all disability access requirements, including constructing a handicap accessible bathroom in each unit.

Planning Services Division

40. This approval is for the construction of a four-story, ten-unit, work-live, mixed-use development. The living area of each unit shall be incidental to the work area of the unit and shall not be leased out separately from the work area of the unit. Interior access between the work and live areas of each unit shall be maintained. The portion of each work-live unit used for residential purposes shall at no time exceed 40 percent of the total area of the work-live unit, and no work-live unit may be converted entirely to residential use. Each occupant of a work-live unit shall at all times comply with the restrictions on uses and activities within a vertically integrated residential/commercial mixed use development set forth in Garden Grove Municipal Code section 9.18.020.070 and the use limitations, design standards, and operating requirements for work-live units set forth in Garden Grove Municipal Code section 9.18.030.360. The owner(s) of the property shall be responsible for ensuring that tenants comply with these requirements at all times. In addition, prior to the issuance of a certificate of occupancy the then current owner(s) of the property shall enter into and record a Covenant Agreement (or other appropriate document acceptable to the City) with the City in a form approved by the City Attorney and City Manager, restricting use and occupancy of property in accordance with Conditions of Approval 40, 41, 42, and 43 and sections 9.18.020.070 and 9.18.030.360 of the Garden Grove Municipal Code. The Covenant Agreement shall run with the land and be binding upon all current and future owners and tenants of the property and their respective heirs, successors, and assignees; provide that the Covenant Agreement may not be substantively amended or terminated without City approval; and provide that the City may, but shall not be obligated to, enforce the provisions of the Covenant Agreement. The City Manager shall be authorized to execute the Covenant Agreement on behalf of the City. The Covenant Agreement shall be recorded prior to the issuance of any certificates of occupancy. Evidence of the recordation of the

agreement shall be provided to the City prior to the issuance of a certificate of occupancy. The applicant shall provide City with a current title report and/or other evidence satisfactory to the City evidencing title ownership of the property at the time of recordation of the Covenant Agreement.

41. Only uses listed as permitted or conditionally permitted within the Land Use Chart, Table 9.18-1 of Section 9.18.020.030 of Title 9 of the City's Municipal Code shall be maintained in the live-work units. Auto repair uses, the storage of flammable liquids or hazardous materials beyond that normally associated with a residential use, heavy industrial uses, entertainment uses, and full service restaurants shall be prohibited. No uses that cause vibration, noise, odor, traffic or other impacts that could cause excessive impacts to the surrounding properties shall be permitted. All work associated with a non-residential use in any of the work-live units shall be done indoors. The owner(s) of the property shall be responsible for ensuring that tenants comply with these requirements at all times. The applicant and/or property owner(s) or managers shall provide written notice to all occupants and users of the work-live units that the surrounding area may be subject to levels of noise, dust, fumes, or other effects associated with commercial and industrial uses at higher levels than would be expected in strictly residential areas.
42. Parking spaces in the garages shall maintain the ability to park either one car in a one-car garage and two cars in a two-car garage at all times. The garages shall not be used for storage. The owner(s) of the property shall be responsible for ensuring that tenants comply with these requirements at all times. Each unit shall be designated a garage space. With the exception of the garages located behind units 1 and 5, all other garage spaces shall be separated with a dividing wall between the units. No access into units 1 and 5 from the respective adjoining garages shall be permitted.
43. Residents shall not park or store vehicles anywhere on the site except within the designated parking spaces in the garages for their unit. The open parking shall be made available for patrons of the on-site business during all hours of operation. The owner(s) of the property shall be responsible for ensuring that tenants comply with these requirements at all times.
44. No outside storage shall be permitted on-site. Storage of boats, recreational vehicles, or commercial vehicles on the property is prohibited. The owner(s) of the property shall be responsible for ensuring that tenants comply with these requirements at all times.
45. Best Management Practices shall be incorporated in the management of the site to detour and/or abate any graffiti vandalism throughout the life of the project, including, but not limited to, timely removal of all graffiti, the use of graffiti resistant coatings and surfaces, the installation of vegetation screening of frequent graffiti sites, and the installation of signage, lighting, and/or security cameras, as necessary.

46. All landscaping shall be consistent with the landscape requirements set forth and/or incorporated in the Garden Grove Municipal Code. 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, associated Water Efficiency Guidelines and all recent applicable revisions from the State of California on water conservation measures shall be to the landscape plans. 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 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 10-feet 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 Garden Grove Boulevard shall match the landscape requirements of the Garden Grove Mixed Use Zones. Off-site landscaping shall include 4'-0" x 8'-0" planters with canopy trees spaced 30'-0" apart on center with an under planting of shrubs and flowering ground cover. Plant materials within the public right-of-way shall be determined by the City's Public Work's Department. On-site landscaping shall include both columnar and canopy trees. Columnar trees (minimum height at maturity of 45'-0") shall be planted within 10'-0 of the public right-of-way and shall be placed at regular intervals and no more than 40'-0" on center. On-site canopy trees shall be planted at a ratio of at least one tree for every 50'-0" of the Garden Grove Boulevard street frontage. The on-site front yard landscape area shall also include shrubs and flowering ground covers. All on and off-site canopy trees shall be a minimum size of 24-inch box. Columnar trees shall be a minimum of 25'-0" tall. Should palm trees be proposed, the brown trunk height of the palm trees shall be 25'-0".
 - e. All landscape areas, including the areas located within the public right-of-way along Garden Grove Boulevard and Pearl Street that abuts

- the subject property, are the responsibility of the applicant/property owner(s).
- f. Landscaping within the third floor open space area shall include decorative paving, artificial turf, and planters with canopy trees, shrubs, and flowering plants.
 - g. 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 also to be inclusive of any applicable Water Quality Management Plan (WQMP), the Orange County Drainage Area Management Plan (DAMP), and/or other water conservation measures applicable to this type of development.
47. Enhanced concrete treatment shall be provided within the 20-foot. deep driveway throats along Garden Grove Boulevard and Pearl Street, subject to the Community Development Department's approval. Such enhanced concrete treatment includes decorative stamped concrete or interlocking pavers, or other enhanced treatment, excluding scored and/or colored concrete. Color, pattern, material, and final design and configuration shall be approved by the Community Development Department, Planning Division, and shall be shown on the final site plan, grading plan, and landscape plans.
48. 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 same hours, but subject to noise restrictions as established in section 8.47.010 of the Municipal Code.
49. 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 of 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, the use of low-sodium parking lot lights, and to ensure compliance with Title 24.
50. Pursuant to the Mitigation Measure stated within the Mitigated Negative Declaration and Initial Study for the subject project, the applicant shall be required to obtain the services of a qualified archaeologist during the grading and excavation phases of the construction. The monitor(s) shall be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground disturbing activities. The

monitor(s) shall have Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. In addition, the monitor(s) shall be required to provide insurance certificates, including liability insurance, for archaeological resource(s) encountered during grading and excavation activities. Pertinent provisions outlined in the California Environmental Quality Act, California Public Resources Code Division 13, Section 21083.2(a) through (k) shall apply. The on-site monitoring shall end when the project site grading and excavation activities are complete.

51. The approval and effectiveness of Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016 shall be expressly contingent upon the adoption and effectiveness of a binding Development Agreement between the applicant and the City of Garden Grove.
52. 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. Decorative masonry walls are required along the northerly property lines of the Garden Grove Boulevard properties and along all the easterly, and westerly property lines. The masonry wall shall be constructed to a maximum height of 8-feet, as measured from highest point of finished grade on the project's side. A higher wall may be constructed if needed for additional sound attenuation. These walls shall use slumpstone or split-face block with decorative caps, subject to Community Development Department's approval.
 - b. The applicant shall work with the existing property owner(s) along the northerly, southerly, and westerly property lines in designing and constructing the required block wall. This requirement is to avoid having double walls and 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.
53. The common recreation area improvements shall be reviewed and approved by the Community Development Department, Planning Division, prior to issuance of building permits. The common recreation area shall include, at a minimum, landscaping, decorative paving, barbecues, benches and table with umbrellas.

SP-022-2016, CUP-065-2016, and LLA-011-2016
Conditions of Approval

54. Building colors and materials samples shall be submitted to the Planning Division for review and approval prior to issuance of building permits. The buildings shall include multi-toned stucco exteriors with a minimum of 1-inch reveal lines, windows recessed a minimum of 2-inches, aluminum store front glazing, metal railings on the balconies and upper story walkways, varying roof height, and decorative garage doors that are in keeping with the modern design of the building.
55. All signage shall comply with Chapter 20 of Title 9 of the City's Municipal Code. A sign program shall be established for the development prior to Certificate of Occupancy.
56. A copy of the resolution approving Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016, including these Conditions of Approval, shall be kept on the premises at all times.
57. The permittee shall submit a signed letter acknowledging receipt of the decision approving Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, and Lot Line Adjustment No. LLA-011-2016, and his/her agreement with all conditions of the approval.
58. The applicant shall, as a condition of Project approval, 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 Site Plan No. SP-022-2016, Conditional Use Permit No. CUP-065-2016, Lot Line Adjustment No. LLA-011-2016, and/or the associated Development Agreement (collectively, the "Project entitlements"). 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 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. Notwithstanding the foregoing, in the event any legal action or proceeding is filed against the City and/or applicant, seeking to attack, set aside, void or annul any of the Project entitlements, applicant shall have the right and obligation to either: (1) defend the City with legal counsel mutually selected by the applicant and the office of the City Attorney; or (2) request that the City rescind the Project entitlements and mutually terminate the Development Agreement, in which case the applicant would have no obligation to defend or indemnify the City; however, applicant shall reimburse the City for any costs incurred or assessed against the City as a result of the filing of such legal action or proceeding, provided the City acts promptly to rescind the Project entitlements.

Garden Grove Fire Department

59. The applicant, developer or contractor shall submit fire sprinkler plans, as defined by NFPA 13, 2013 Edition, to the City for review and approval prior to issuance of Building permits.
60. The applicant, developer, or contractor shall submit a Fire Alarm plan, as defined by NFPA 72, 2013 Edition, to the City for review and approval prior to issuance of a Building permit.
61. Fire hydrants shall meet the specification as outline by the Fire Chief and the City's Water Department.
62. Fire hydrants shall be spaced in accordance to the California Fire Code and at the directions from the City of Garden Grove's Fire Department.
63. Fire flow requirements and/or peculiar street configurations may dictate the necessity for additional fire hydrants per California Fire Code, Appendix III-A.
64. All water mains and fire hydrants shall be installed, accessible and operable prior to any on-site use or storage of combustible materials per California Fire Code Section 8704.3.
65. Applicant, developer, or contractor shall provide Fire Apparatus access on the site prior to any flammable material is placed on-site.