

**AGREEMENT WITH ESCROW INSTRUCTIONS  
FOR DISPOSITION OF REAL PROPERTY**

This **AGREEMENT WITH ESCROW INSTRUCTIONS FOR DISPOSITION OF REAL PROPERTY** (“Disposition Agreement”) is entered into as of September 13, 2022 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”.

**R E C I T A L S**

**A.** The Housing Authority is a public body corporate and politic formed and operating under the California Housing Authorities Law, Health and Safety Code (HSC) 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 12291 Thackery Drive, Garden Grove, California APN: 231-471-22 (“Property”) as proposed hereunder to be conveyed by the Housing Authority to the City for economic development objectives.

**D.** The Property has been appraised by an independent professional appraiser, which appraisal dated as of July 14, 2022, establishes a fair market value of \$460,000.

**E.** The City and New Age Garden Grove, LLC, a California limited liability company (“Developer”) are parties to that certain Second Amended and Restated Exclusive Negotiation Agreement dated as of April 24, 2018, which agreement was amended by certain amendments that extended the term of such agreement; the term of the ENA, as amended, expires on December 31, 2022 (together, as amended “ENA”).

**F.** Pursuant to the ENA, representatives of the parties have been negotiating the terms and conditions of a certain proposed Disposition and Development Agreement (“DDA”) for an economic development hotel project, which DDA will be presented to the City’s City Council at a duly noticed public hearing for consideration and discretionary action of even date with the public hearing that is the subject of this Disposition Agreement or at a date after such public hearing. The subject of the DDA affects certain parcels of real property that are described and defined collectively in the DDA as the “Site”. One parcel that is a part of the Site is the subject Property.

**G.** By this Disposition Agreement, the Housing Authority desires and intends to convey the Property to the City at its fair market value, and the City desires and intends to convey the Property to the Developer.

**H.** 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.

**I.** 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.

**J.** 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).

**K.** 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.)

**L.** 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.

**M.** 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 Property. The approved HAT includes the subject Property and thereby is a DOF-approved housing asset under the Dissolution Law and asset of the Housing Authority under the HAL.

**N.** 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 Property that is the subject of this Disposition Agreement.

**O.** The conveyance of the 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 Disposition Agreement. A summary report about the Property was prepared and made available to the public along with this Disposition Agreement and were presented to the City Council and Housing Authority in their respective consideration of this Disposition Agreement.

**P.** In connection with the disposition of the Property, the Housing Authority covenants that the 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.

**Q.** The City and Housing Authority desire to set forth the terms and conditions of the disposition of the 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 are hereby incorporated by reference into this Disposition Agreement.

**2. Disposition.** The Housing Authority agrees to convey the Property to the City on the terms and conditions set forth in this Disposition Agreement.

**3. Consideration.** City shall pay to Housing Authority at the Closing an amount equal to the appraised value of the Property, which amount is Four Hundred Sixty Thousand Dollars (\$460,000.00) *plus* all Closing costs incurred for the disposition transaction (together, “Consideration”).

**4. Escrow and Closing.**

(a) Escrow Holder. City shall cause the escrow to complete the disposition (“Escrow”) with First American Title Company or such escrow company as the parties in the DDA may designate (“Escrow Holder”).

(b) Escrow. For purposes of this Disposition 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 Disposition Agreement. 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 disposition transaction contemplated by this Disposition Agreement; provided, however, no such instruments shall conflict with, amend or supersede any portion of this Disposition Agreement. If there is any conflict or inconsistency between the terms of such instruments and the terms of this Disposition Agreement, then the terms of this Disposition Agreement shall control.

(c) Closing. For purposes of this Disposition Agreement, the “Closing” shall be the date that the Grant Deed is recorded in the Official Records, County of Orange, State of California (“Official Records”). Unless changed in writing by the Parties, the Closing shall occur on or before December 31, 2022, subject to City and Housing Authority’s rights to extend the date or terminate this Disposition Agreement as set forth herein.

(d) Deed. The grant deed conveying the Property by the Housing Authority to the City with a certificate of acceptance (“Property Grant Deed”) is attached as Exhibit A.

**5. Conditions Precedent and Termination Right.** The Closing and the Parties’ obligation to consummate the disposition transaction contemplated by this Disposition 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 Disposition 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 Disposition Agreement.

(c) Approval of DDA with Developer. As of the Closing, the City shall have approved the DDA with the Developer.

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

(ii) Consideration. City shall deliver and pay into Escrow not less than one business day prior the Closing the Consideration (\$460,000 plus costs incurred for the Escrow and Title Company in connection with this transaction and Disposition Agreement.)

(iii) FIRPTA. A Transferor's Certification of Non-Foreign Status, as and if applicable, ("FIRPTA Certificate"), one (1) from each of City and Housing Authority.

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

(v) Preliminary Change of Ownership Report. A Preliminary Change of Ownership Report ("Preliminary Change of Ownership Report"), fully completed.

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

## **7. Closing Procedure**

(a) Escrow Holder's Closing Instructions. When 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 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 Deed in the Official Records.

(d) Preliminary Change of Ownership Reports. Escrow Holder shall submit the Preliminary Change of Ownership Report to the Recorder's Office concurrently with the submission of the Deed 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 \$460,000.00, then deliver final closing statements to each Party, and disburse remaining funds deposited for fees and costs of Escrow to Escrow Holder, and remaining funds, if any, to City.

(i) In this regard, Housing Authority agrees to deposit the full amount of \$460,000 into the LMIHAF, which funds shall be expended in compliance with the Dissolution Law, HAL and other applicable laws.

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

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

(a) Power. Each Party has the legal power, right and authority to enter into this Disposition 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 Disposition 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 Disposition Agreement.

(c) No Conflict. Neither the execution and delivery of this Disposition 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 Disposition 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 Disposition Agreement.

**9. Obtaining Information.** As a material inducement to the execution and delivery of this Disposition 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 Property in an “**AS-IS,**” “**WITH-ALL-FAULTS**” condition 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 Property) or to seek additional compensation or consideration for same; (c) each Party is fully satisfied that the 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 Property.

**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 Disposition 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 Disposition 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 Disposition Agreement.

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

**12. General Provisions.**

(a) Damage to Property. If, prior to the Closing, all or any portion of the Property 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 Disposition 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 Disposition 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 disposition 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 Disposition 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 Disposition 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 Disposition Agreement are solely for the convenience of the Parties hereto, are not a part of this Disposition Agreement, and shall not be used for the interpretation or determination of the validity of this Disposition Agreement or any provision hereof.

(i) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Disposition Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to this Disposition 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 Disposition Agreement. The terms of this Disposition 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 Disposition Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(m) Applicable Law. This Disposition 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

Tom Clark, Special Counsel  
Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660

**14. Entire Agreement.** This Disposition 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 Disposition Agreement is executed without reliance on any oral or written statements, representations or promises of any kind which are not expressly contained in this Disposition 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 *Disposition Agreement with Escrow Instructions for Disposition of Real Property* as of the date first set forth above.

**CITY OF GARDEN GROVE**  
a California municipal corporation

By: \_\_\_\_\_  
Scott C. Stiles, City Manager  
or Authorized Designee

**ATTEST:**  
**TERESA POMEROY, CMC, CITY CLERK**

\_\_\_\_\_  
Teresa Pomeroy or Authorized Designee

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Omar Sandoval, City Attorney  
or Authorized Designee

**HOUSING AUTHORITY**  
**GARDEN GROVE HOUSING AUTHORITY**  
a public body, corporate and politic

By: \_\_\_\_\_  
Scott C. Stiles, Executive Director  
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**  
**GRANT DEED**

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

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

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**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 A 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, Executive 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:

APN: 231-471-22

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 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interests in certain real property conveyed under the foregoing **GRANT DEED** dated as of September \_\_, 2022 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 September 13, 2022 and the City consents to recordation of this Grant Deed by its duly authorized officer.

Dated: September \_\_, 2022

**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