

AGENDA



Oversight Board of the City of Garden Grove
as Successor Agency to the Garden Grove
Agency
for Community Development

Wednesday, March 23, 2016

2:00 PM

Community Meeting Center, 11300 Stanford
Avenue, Garden Grove, CA 92840

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the Oversight Board, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The Oversight Board may take legislative action deemed appropriate with respect to the item and is not **limited** to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Board Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the Oversight Board meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the Oversight Board are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the Secretary prior to the start of the meeting. General comments are made during "Oral Communications," and should be limited to matters under consideration and/or what the Oversight Board has jurisdiction over. Persons wishing to address the Oversight Board regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the Oversight Board: After being called by the Chair, you may approach the podium, it is requested that you state your name for the record, and proceed to address the Oversight Board. All remarks and questions should be addressed to the Oversight Board as a whole and not to individual Board Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Oversight Board shall be called to order by the Chair. If such conduct continues, the Chair may order the person barred from addressing the Oversight Board any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of three (3) minutes. When any group of persons wishes to address the Oversight Board on the same subject matter, the Chair may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the Oversight Board's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

-
2:00 PM

ROLL CALL: MEMBER DUNN, MEMBER GUERRERO, MEMBER HARRIS,
MEMBER MEFFORD, VICE CHAIR JONES, CHAIR DALTON

PLEDGE OF ALLEGIANCE TO THE FLAG

1. ORAL COMMUNICATIONS

2. CONSENT ITEMS

2.a. Receive and file the minutes from the January 27, 2016, meeting. (*Action Item*)

3. PUBLIC HEARINGS

4. ITEMS FOR CONSIDERATION

4.a. Adoption of a Resolution approving an Easement Termination Agreement for the Simpson Chevrolet sign located at 10150 Trask Avenue, Garden Grove. (*Action Item*)

5. MATTERS FROM THE CHAIR, BOARD MEMBERS AND DIRECTOR

6. ADJOURNMENT

Oversight Board

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathleen Bailor
Dept.: Director Dept.: City Clerk
Subject: Receive and file the minutes Date: 3/23/2016
from the January 27, 2016,
meeting. (*Action Item*)

Attached are the minutes from the Oversight Board meeting held on January 27, 2016, to be received and filed as presented or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	3/15/2016	Cover Memo	January_27__2016.doc



MINUTES

Regular Meeting

OVERSIGHT BOARD OF THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

Courtyard Center
12732 Main Street, Garden Grove, CA 92840

January 27, 2016

Open Session

2:09 p.m.

ROLL CALL: Member Dunn, Member Guerrero, Member Harris, Member Mefford,
Vice Chair Jones, Chair Dalton

Member Harris absent.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA
Led by Member Jones.

1. ORAL COMMUNICATIONS: None.

2. CONSENT ITEMS:

2.a. Receive and file the minutes from the October 14, 2015, meeting.
(F: Vault)

Action: Received and filed.

Motion: Jones Seconded: Dunn

The motion carried by a 5-0-1 vote as follows:

Ayes: (5) Dalton, Dunn, Guerrero, Jones, Mefford

Noes: (0) None

Absent: (1) Harris

3. ITEMS FOR CONSIDERATION:

3.a. Adoption of a Resolution Approving the Recognized Obligation Payment
Schedule 2016-17-A-B.

Action: Resolution No. 48-16 adopted.

Motion: Jones Seconded: Mefford

MEMBERS: MEMBER DUNN, MEMBER GUERRERO, MEMBER HARRIS,
MEMBER MEFFORD, VICE CHAIR JONES, CHAIR DALTON

The motion carried by a 5-0-1 vote as follows:

Ayes:	(5)	Dalton, Dunn, Guerrero, Jones, Mefford
Noes:	(0)	None
Absent:	(1)	Harris

4. MATTERS FROM CHAIR, BOARD MEMBERS, AND DIRECTOR

Director Stiles announced that Member Harris sent a letter of resignation addressed to the Oversight Board, citing that he was no longer a resident of Garden Grove.

Member Mefford moved, seconded by Member Jones, and was unanimously approved to accept Member Harris' resignation with regret.

5. ADJOURNMENT: 2:16 p.m.

TERESA POMEROY, CMC
DEPUTY SECRETARY

Oversight Board

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kingsley Okereke
Dept.:	Director	Dept.:	Finance
Subject:	Adoption of a Resolution approving an Easement Termination Agreement for the Simpson Chevrolet sign located at 10150 Trask Avenue, Garden Grove. (<i>Action Item</i>)		
		Date:	3/23/2016

OBJECTIVE

The purpose of this report is to provide information in connection with the proposed termination of the easement for the Simpson Chevrolet sign located at 10150 Trask Avenue, Garden Grove; and to obtain Oversight Board approval of the attached Termination Agreement.

BACKGROUND

In November 2000, the Garden Grove Agency for Community Development (the "Agency") and the former owner of the property located at 10150 Trask Avenue, JMV's Family Chevrolet & GEO, entered into a purchase and sale agreement under which the Agency agreed to convey an easement over a portion of the property (the "Site") upon which the Agency would construct a sign that would advertise and promote the business activities of the Chevrolet dealer (the "Sign"). The Sign has been used primarily for the advertising of the business conducted by the Chevrolet dealer. The property and dealership has since been acquired by Simpson Chevrolet.

The easement is provided under an instrument entitled "Sign Easement Grant", dated January 18, 2001, and recorded among the official land records of the County of Orange on March 22, 2001, as document number 20010165324 (herein, the "Easement Agreement"). A copy is attached to this report.

DISCUSSION

Under the terms of the Easement Agreement, the Agency was obligated to construct a Sign and thereafter maintain the Sign. The Agency had also agreed to indemnify the property owner in connection with access to the easement area or damages that might arise in connection with the activities of the Agency under the Easement

Agreement. The Easement Agreement does not provide for any payments to be made by the Dealer to the Agency, and no payments were made to the Agency under the Easement Agreement from its inception until the dissolution of the Agency. The Agency has had an ongoing obligation to maintain the Sign. The Sign has been appraised and it has been determined that it is more expensive to repair and maintain the Sign than to demolish the Sign. The cost to demolish the sign is approximately \$30,000. The Successor Agency is currently responsible to pay for the Sign's repair or demolition, but has no source of funds to perform either task. Staff has concluded it would be beneficial for the Successor Agency to release the easement so that it reverts back to the Dealer, and have the Dealer assume financial responsibility to remove the Sign.

FINANCIAL IMPACT

Simpson Chevrolet has agreed to pay for all costs associated with the removal of the Sign. There is no financial impact to the Successor Agency or the City.

RECOMMENDATION

It is recommended that the Oversight Board:

- Adopt the attached Resolution approving the Easement Termination Agreement;
- Authorize the Director to execute the Sign Easement Termination Agreement, including any minor modifications as appropriate, and any other pertinent documents necessary to effectuate and/or implement the Agreement, and
-
- Authorize staff to transmit the resolution and executed agreement to the State Department of Finance.

By: Greg Blodgett, Senior Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	3/17/2016	Backup Material	GG_OB_Resolution_re_Cancellation_of_Simpson_Chevrolet_Sign_Easement_3-23-16.pdf
Original Sign Easement Grant	3/14/2016	Exhibit	CA-OR-Document-Year.DocID-2001.165324.pdf
Termination Agreement	3/14/2016	Exhibit	GG_Simpson_Chevrolet_Sign_Easement_Termination_Agreement.docx

GARDEN GROVE OVERSIGHT BOARD

RESOLUTION NO.

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT APPROVING A TERMINATION AGREEMENT UNDER WHICH THE SUCCESSOR AGENCY RELINQUISHES AN EASEMENT IN CONSIDERATION OF BEING RELIEVED FROM DUTIES TO MAINTAIN PROPERTY AND TO PROVIDE INDEMNITY UNDER THE TERMS OF THE EASEMENT AGREEMENT

WHEREAS, the Garden Grove Agency for Community Development ("Agency") was established as a redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Garden Grove ("City");

WHEREAS, Assembly Bill x1 26 chaptered and effective on June 27, 2011 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which caused the dissolution of all 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 Act");

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency");

WHEREAS, upon dissolution of the Agency (along with all other redevelopment agencies in the State of California) by virtue of Assembly Bill x1 26 as chaptered and effective on June 27, 2011, all rights and obligations of the Agency passed by operation of law to the Successor Agency;

WHEREAS, the Successor Agency administers the enforceable obligations of the former Agency and otherwise unwinds the Agency's affairs, all subject to the review and approval by a seven-member oversight board ("Oversight Board");

WHEREAS, in 1995, the Agency entered into an agreement with JMV's Family Chevrolet & GEO, Inc. ("Developer") entitled "Disposition and Development Agreement")(the "DDA") under which the Agency conveyed certain property to Developer for the purpose of accomplishing certain development and operations as set forth in further detail in the DDA. In November 2000, the Agency and the Developer entered into a purchase and sale agreement (the "Purchase and Sale Agreement") under which the Agency agreed to convey certain land (the "Site"), upon which the Agency would construct a sign which would advertise and promote the business activities of the Developer (the "Sign"). The Developer agreed to grant an easement over a portion over Developer's property for the purpose of

having the Agency construct and thereafter maintain the Sign. The Sign has been used primarily for the advertising of the business conducted by the Developer, namely, operation of a Chevrolet dealership. The easement is provided under an instrument entitled "Sign Easement Grant", which was dated as of January 18, 2001 and recorded among the official land records of the County of Orange on March 22, 2001 as document number 20010165324 (herein, the "Easement Agreement"). A copy of the Easement Agreement has been submitted with the staff report pertaining to this matter;

WHEREAS, under the terms of the Easement Agreement, the Agency was obligated to construct a Sign and thereafter maintain the Sign. The Agency also agreed to indemnify the Developer in connection with access of the easement area or damages which might arise in connection with the activities of the Agency under the Easement Agreement. The Easement Agreement did not provide for any payments to be made by the Developer to the Agency and no payments were made to the Agency under the Easement Agreement from its inception until the dissolution of the Agency, nor have any payments been made to the Successor Agency in connection therewith and no payments are anticipated. The Agency did have an ongoing obligation to maintain the Site;

WHEREAS, neither the Sign nor the rights obtained by the Agency under the Easement Agreement currently have value. There was no revenue stream to the Agency and there is no revenue stream to the Successor Agency under the Easement Agreement. In addition, there are maintenance costs and potential liabilities associated with the continuation of the Easement Agreement;

WHEREAS, Simpson Garden Grove, Inc., a Delaware corporation doing business as Simpson Chevrolet of Garden Grove ("Simpson") has acquired all rights and liabilities of the Developer;

WHEREAS, Simpson has proposed to the Successor Agency that the Successor Agency enter into an Easement Termination Agreement substantially in the form submitted herewith (the "Termination Agreement") under which: (i) the Easement Agreement would be cancelled; (ii) Simpson would exonerate, release, indemnify and hold harmless the Successor Agency from any claims, suits, damages or losses arising from or related to the Easement Agreement; and (iii) Simpson would, at its own cost and without any financial participation by the Successor Agency or any other public agency, remove the Sign. A copy of the draft Termination Agreement is submitted herewith;

WHEREAS, the implementation of the Termination Agreement would benefit the Successor Agency and taxing agencies by eliminating responsibility for costs and avoiding potential liabilities;

WHEREAS, the Successor Agency and taxing agencies have an interest in eliminating contracts or arrangements where the result will be to reduce liabilities and increase net revenues to the taxing agencies; and

WHEREAS, the Oversight Board has reviewed the provisions of the Easement Agreement and the Termination Agreement and has determined that, based upon such review as well as the staff report and other testimony having been received and considered, it is in the interest of the Oversight Board, on behalf of taxing agencies, to approve the Termination Agreement, thereby terminating the Easement Agreement and authorizing those actions as are described in the Termination Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT:

Section 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

Section 2. The Oversight Board determines that each of the statements set forth in the recitals in this Resolution are true and correct.

Section 3. The Oversight Board finds and determines that the approval and execution by the Successor Agency of the Termination Agreement and the termination of the Easement Agreement would reduce liabilities and increase net revenues to the taxing entities and would be in the best interests of the taxing entities.

Section 4. The Oversight Board approves, authorizes and directs the Successor Agency to execute the Termination Agreement and to take those actions prescribed in the Termination Agreement and as are necessary or convenient to effect the termination of the Easement Agreement, including without limitation execution of a quitclaim as to the Site.

Section 5. The Director of the Successor Agency or his authorized designee is directed to post this Resolution on the Successor Agency's website and to provide a copy to the California Department of Finance by electronic means and in a manner of choosing of the Department of Finance.

Section 6. The Secretary of the Oversight Board shall certify to the adoption of this Resolution.

Chicago Title

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

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



NO FEE

20010165324 08:00am 03/22/01

103 49 E01 10

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

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

SIGN EASEMENT GRANT

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

RECITALS

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

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

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

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

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

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

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

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

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

Agency covenants and agrees that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

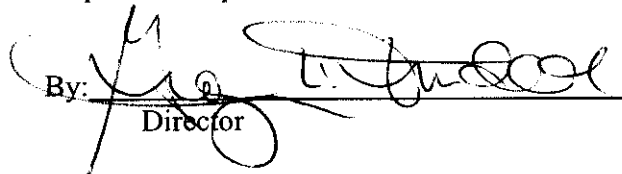
15. Waivers. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained.

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

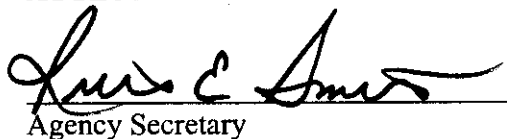
IN WITNESS WHEREOF, the parties have executed this Easement Grant as of the day and year first above written.

AGENCY:

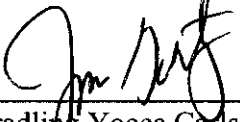
**GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT**, a public body,
corporate and politic

By: 
Director

ATTEST:


Agency Secretary

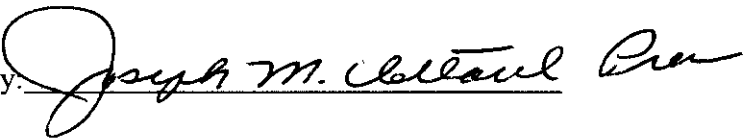
APPROVED AS TO FORM:



Stradling Yocca Carlson & Rauth,
Agency Special Counsel

DEVELOPER:

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

By: 

By: _____

EXHIBIT A
LEGAL DESCRIPTION

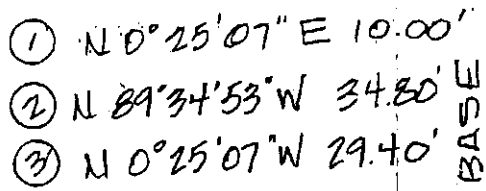
SIGN ACCESS/MAINTENANCE EASEMENT

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

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

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

MAP OF EASEMENT PREMISES



STATE OF CALIFORNIA

COUNTY OF ORANGE

)
) ss.
)

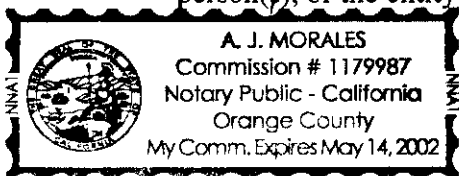
On January 18, 2001, before me, A. J. MORALES, Notary Public,
(Print Name of Notary Public)

personally appeared JOSEPH M. VOLTABEL

☐ personally known to me

-or-

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



WITNESS my hand and official seal.

[Signature]
Signature Of Notary

A. J. MORALES

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

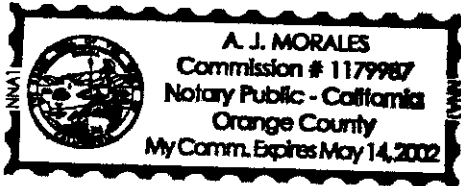
County of ORANGE

ss.

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

personally appeared GEORGE L. TINDALL,
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal Above

A. J. MORALES
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

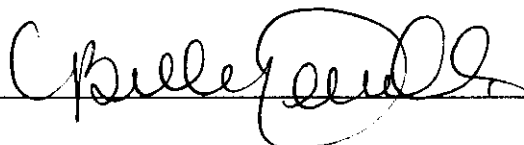
- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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

Name of Notary: A. J. MORALES
Date commission expires: 5-14-2002
Commission number: 1179987
Vendor number: NNA1
County where bond is filed: ORANGE
Place of execution: Irvine, CA
Date: 3-21-01

By: 

Chicago Title Company

EASEMENT TERMINATION AGREEMENT

THIS EASEMENT TERMINATION AGREEMENT (the “Easement Termination Agreement”), dated as of March 22, 2016 (the “Agreement Date”), is entered into by and between the **SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT** (the “Successor Agency”), and **SIMPSON GARDEN GROVE, INC.**, a Delaware corporation doing business as Simpson Chevrolet of Garden Grove (“Simpson”).

R E C I T A L S

A. In 1995, the Garden Grove Agency for Community Development (“Redevelopment Agency”) entered into an agreement with JMV’s Family Chevrolet & GEO, Inc. (“Developer”) entitled “Disposition and Development Agreement”(the “DDA”) under which the Redevelopment Agency conveyed certain property to Developer for the purpose of accomplishing certain development and operations as set forth in further detail in the DDA. In November 2000, the Redevelopment Agency and the Developer entered into a purchase and sale agreement (the “Purchase and Sale Agreement”) under which the Redevelopment Agency agreed to convey certain land (the “Site”), upon which the Redevelopment Agency would construct a sign which would advertise and promote the business activities of the Developer (the “Sign”). The Developer agreed to grant an easement over a portion over Developer’s property for the purpose of having the Redevelopment Agency construct and thereafter maintain the Sign. The Sign has been used primarily for the advertising of the business conducted by the Developer, namely, operation of a Chevrolet dealership. The easement is provided under an instrument entitled “Sign Easement Grant”, which was dated as of January 18, 2001 and recorded among the “Official Records” (as defined below) on March 22, 2001 as document number 20010165324 (herein, the “Easement Agreement”).

B. Under the terms of the Easement Agreement, the Redevelopment Agency was obligated to construct a Sign and thereafter maintain the Sign. The Redevelopment Agency also agreed to indemnify the Developer in connection with access of the easement area or damages which might arise in connection with the activities of the Redevelopment Agency under the Easement Agreement. The Easement Agreement does not provide for any payments to be made by Developer to Redevelopment Agency and no payments were made to the Redevelopment Agency under the Easement Agreement from its inception until the dissolution of the Redevelopment Agency. The Redevelopment Agency did have an ongoing obligation to maintain the sign.

C. Upon dissolution of the Redevelopment Agency (along with all other redevelopment agencies in the State of California) by virtue of Assembly Bill x 1 26 as chaptered and effective on June 27, 2011, all rights and obligations of the Redevelopment Agency under the Easement Agreement passed by operation of law to the Successor Agency.

D. Simpson has acquired all rights and obligations of the Developer.

E. No revenues have been generated to Redevelopment Agency or Successor Agency in connection with the Sign and it is not anticipated that any such revenues would be forthcoming. The Sign is in need of repair or replacement.

F. Simpson is of the view that Simpson can more efficiently repair, maintain, replace as necessary and operate the Sign without participation by Successor Agency. The parties have

mutually determined that the ongoing participation by Successor Agency as to the Sign under the Easement Agreement has outlived its usefulness and does not advance the interests of the Successor Agency or taxing agencies.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. Capitalized terms shall have the meanings set forth in this Easement Termination Agreement shall have the following meanings:

“**City**” means the City of Garden Grove, a municipal corporation.

“**County**” means the County of Orange.

“**Director**” means the Executive Director of the Successor Agency or his or her designee.

“**Official Records**” means the official land records of the County Recorder of the County.

“**Other Agreements**” means the DDA, including without limitations the attachments thereto, and such other agreements as were entered into between (i) the Developer, on the one hand, and (ii) the Redevelopment Agency or the City on the other hand.

“**Quitclaim**” means a quitclaim by Successor Agency of the Sign Easement substantially in the form of Exhibit “A” hereto.

“**Agreement Date**”, as defined in the first paragraph above, means March 22, 2016.

1.2 Simpson’s Representations and Warranties. Simpson represents and warrants to each of the Successor Agency and the City as follows:

(a) **Authority.** Simpson is a duly organized corporation organized within and in good standing under the laws of the State of Delaware and authorized to transact business in the State of California. Simpson has full right, power and lawful authority to enter into this Easement Termination Agreement and to terminate the Easement Agreement and perform all duties of Simpson hereunder. The parties who have executed this Easement Termination Agreement on behalf of Simpson are authorized to bind Simpson by their signatures hereto.

(b) **No Conflict.** Simpson’s execution, delivery, and performance of its obligations under this Easement Termination Agreement will not constitute a default or a breach under any contract, agreement or order to which Simpson is a party or by which it is bound.

(c) **No Simpson Bankruptcy.** Simpson is not the subject of a bankruptcy proceeding.

(d) **Due Authorization and Execution.** Simpson has duly authorized the execution of this Easement Termination Agreement and all attachments hereto.

2. REMOVAL OF SIGN; TERMINATION OF EASEMENT AGREEMENT; RIGHTS

OF SUCCESSOR AGENCY AS SUCCESSOR TO THE REDEVELOPMENT AGENCY

2.1 Removal of Sign. Simpson shall remove, or shall cause to be removed, at its cost, the Sign. The removal of the Sign shall be accomplished within ninety (90) days of the Agreement Date. Simpson shall arrange for a contractor to remove the Sign, and shall further be responsible to obtain and pay for any permits in connection with the removal of the Sign, as well as in connection with the construction, installation or operation of any new signage at the Site. No financial assistance shall be provided by the Successor Agency or any other public agency in connection with the removal of the Sign or the installation of any other signage at the Site. Simpson shall obtain any required permits in connection with the installation or display of any signage at the Site.

2.2 Indemnity. Simpson hereby exonerates, releases, indemnifies and holds harmless each of Successor Agency and City from any claims, suits, damages or losses arising from or related to the Easement Termination Agreement, the Easement Agreement or the Sign. In addition, Simpson shall defend (by counsel satisfactory to the Director), indemnify and save and hold harmless Successor Agency, City and their respective officers, contractors, agents and employees (collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) the removal of the Sign; (ii) the installation or display of any signage at the Site; (iii) the quitclaim of any right, title or interest of Successor Agency resulting from the Easement Agreement by Successor Agency to Simpson; or (iv) any claim, loss, or litigation arising from the elimination of any rights of display of any third parties as to the Sign. Simpson's obligations under this Section 2.2 shall survive the removal of the Sign and shall remain in effect until the fifth (5th) anniversary of such removal. This Section 2.2 does not amend or alter any obligations of Simpson or the Developer under Other Agreements.

2.3 Termination of Easement Agreement. Successor Agency will execute and record the Quitclaim in the official land records of the County Recorder of the County. Upon recording of the Quitclaim or by mutual written agreement executed by Simpson and the Director not earlier than thirty (30) days after the Agreement Date, the Easement Agreement shall be deemed to be terminated.

3. DEFAULTS, REMEDIES, AND TERMINATION.

3.1 Default Remedies. Failure by a party to perform any action or covenant required by this Easement Termination Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" or "Event of Default" hereunder. A party claiming a Default shall give written notice of Default to the other party specifying the Default. Except as otherwise expressly provided herein, the claimant shall not institute any proceedings against any other party, and the other parties shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence. Notwithstanding any provision of this Easement Termination Agreement to contrary effect, in no event shall the Successor Agency be liable in damages for failure to perform hereunder. Specific Performance shall be available to enforce the provisions of this Easement Termination Agreement to the greatest extent legally allowable.

3.2 Institution of Legal Actions. A party may institute an action at law or equity to seek specific performance of the terms of this Easement Termination Agreement, or to cure, correct or

remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Easement Termination Agreement; provided that damages shall not be recoverable under any circumstances against the Successor Agency. Such legal actions must be instituted in the Superior Court of the County of Orange, State of California, or in the federal court for the Central District of California.

3.3 Non-Liability of Officials and Employees of City or Successor Agency. No member, official, officer or employee of the City or Successor Agency shall be personally liable to Simpson, or any successor in interest, in the event of any Default or breach by the Successor Agency or the City or for any amount which may become due to Simpson or its successors, or on any obligations under the terms of this Easement Termination Agreement.

4. MISCELLANEOUS

4.1 No Third Parties Benefited Except for City. The City shall be deemed to be a third party beneficiary of this Easement Termination Agreement; excepting for the City, there shall be no third party beneficiaries of this Easement Termination Agreement.

4.2 Successor Agency Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by the Successor Agency, the Director is authorized to act on behalf of the Successor Agency unless specifically provided otherwise or the law otherwise requires.

4.3 Binding Effect. This Easement Termination Agreement shall bind, and shall inure to the benefit of, Simpson and the Successor Agency and their respective successors and assigns.

4.4 Counterparts. This Easement Agreement may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

4.5 Governing Law. This Easement Termination Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Simpson irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County or the United States District Court of the Central District of California, as City may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Easement Termination Agreement. Assuming proper service of process, Simpson also waives any objection regarding personal or in rem jurisdiction or venue.

4.6 Headings; Interpretation. Article and section headings are included in this Easement Termination Agreement for convenience of reference only and shall not be used in construing this Easement Termination Agreement.

4.7 Exhibit Incorporated. Exhibit "A" to this Easement Termination Agreement is incorporated herein by this reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Termination Agreement to be executed on the dates hereinafter respectively set forth.

SIMPSON:

SIMPSON GARDEN GROVE, INC. a Delaware corporation d.b.a. Simpson Chevrolet of Garden Grove

By: _____

Name: [Simpson signatory]

Title: [_____]

SUCCESSOR AGENCY:

SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

By: _____

Scott Stiles, Executive Director

EXHIBIT "A"

QUITCLAIM

RECORDING REQUESTED BY,
MAIL TAX STATEMENTS TO AND
WHEN RECORDED MAIL TO:

Successor Agency to the Garden Grove
Agency for Community Development
11391 Acacia Parkway
Garden Grove, CA 92642
Attn: Secretary

APN(s):

MAIL TAX STATEMENTS TO:
DOCUMENTARY TRANSFER TAX \$(exempt; no consideration)

QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged,

The SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT (the "Grantor") hereby does REMISE, RELEASE, AND FOREVER QUITCLAIM all of Grantor's right, title, and interest in and to that certain real property the real property described in Attachment No. 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of _____, 2016.

**SUCCESSOR AGENCY TO THE GARDEN
GROVE AGENCY FOR COMMUNITY
DEVELOPMENT**

By: _____
Scott Stiles, Executive Director

ATTN:

Successor Agency Secretary

ATTACHMENT NO. 1

LEGAL DESCRIPTION

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

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

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

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

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,
(Print Name of Notary Public)

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.

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

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above